

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 7, 2021**

AGENDA

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| 9:30 | Presentations |
| 9:30 | Presentation of the Transportation Advisory Commission (TAC)
Lifetime Achievement and Transportation Achievement Awards |
| 9:30 | Board Appointments to Citizen Boards, Authorities, Commissions,
and Advisory Groups |
| 10:00 | Board Adoption of the 2022 Legislative Program for the Virginia
General Assembly, Approval of the County's 117 th Congress
Federal Legislative Strategy and Principles |
| 10:00 | Matters Presented by Board Members |
| 10:00 | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | |
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| 1 | Approval of "Watch for Children" Signs as Part of the Residential
Traffic Administration Program – Dunsmore Road and Wickford
Drive (Lee District) |
| 2 | Approval of a "Watch for Children" Sign as Part of the Residential
Traffic Administration Program – Ridgelea Drive (Mason District) |
| 3 | Approval of "Watch for Children" Signs as Part of the Residential
Traffic Administration Program – Rolling View Drive, Pond Point
Drive, South Park Circle, Viewcrest Drive and Full View Drive
(Springfield District) |
| 4 | Authorization to Advertise a Public Hearing to Consider Adopting
an Ordinance Establishing the Innovation Residential Permit
Parking District, District 49 (Dranesville District) |
| 5 | Authorization to Advertise a Public Hearing to Consider Adopting
an Ordinance Expanding the Broyhill Park Residential Permit
Parking District, District 28 (Mason District) |
| 6 | Approval of "Watch for Children" Signs as Part of the Residential
Traffic Administration Program – Torrence Street (Springfield
District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 7, 2021**

**ADMINISTRATIVE
ITEMS
(continued)**

- 7 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Morningside Lane (Mount Vernon District)
- 8 Authorization to Advertise a Public Hearing on the FY 2022 Mid-Year Review to Amend the Current Appropriation Level in the FY 2022 Revised Budget Plan
- 9 Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment to Chapter 112.1 Re: Minor and Editorial Revisions
- 10 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Forrester Boulevard (Braddock and Springfield Districts)
- 11 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Pole Road (Mount Vernon District)
- 12 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Pole Road (Mount Vernon District)
- 13 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – South Park Circle (Springfield District)
- 14 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Ridgelea Drive (Mason District)
- 15 Extension of Review Period for 2232 Application (Sully District)
- 16 Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Portions of McWhorter Place and Markham Street (Mason District)
- 17 Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Westfax Drive (Sully District)
- 18 Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Oakwood Road (Lee District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 7, 2021**

**ADMINISTRATIVE
ITEMS
(continued)**

- 19 Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the Virginia Early Childhood Foundation, Ready Regions Grant

- 20 Supplemental Appropriation Resolution AS 22154 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

- 21 Supplemental Appropriation Resolution AS 22163 for the Fairfax County Police Department to Accept Grant Funding from Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

- 22 Extension of Review Period for 2232 Application (Mount Vernon District)

- 23 Authorization for the Department of Emergency Management and Security to Apply for and Accept Grant Funding from the Virginia Department of Emergency Management for the Emergency Shelter Upgrade Assistance Grant Program

- 24 Streets into the Secondary System (Providence District)

- 25 Authorization to Advertise a Public Hearing on an Ordinance to Amend Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by Adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2

- 26 Authorization to Advertise a Public Hearing to Re-Purpose Proffered Developer Contributions to Fairfax County for Transportation Projects

- 27 Supplemental Appropriation Resolution AS 22171 for the Health Department to Accept Funding from the Virginia Department of Health to Strengthen Public Health Workforce Core and Specialized Competencies

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 7, 2021**

ACTION ITEMS

- 1 Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC
- 2 Authorization to Amend the Interim Agreement with Alpine X Inc. for the Fairfax Peak Development at the I-95 Lorton Landfill (Mount Vernon District)
- 3 Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2022
- 4 Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds
- 5 Approval of a Project Funding Agreement with the Metropolitan Washington Airports Authority for the Construction of a Sidewalk Along Sunrise Valley Drive West of Reston Parkway (Hunter Mill District)
- 6 Approval of the Consumer Protection Commission Recommendation on the Number of Taxicab Certificates to be Authorized in 2021
- 7 Approval of a Letter to the Virginia Department of Rail and Public Transportation with Comments on the Springfield to Quantico Enhanced Public Transportation Feasibility Study (Lee and Mount Vernon Districts)
- 8 Authorization of Economic Opportunity Reserve Funding for the Herndon Downtown Redevelopment Project (Dranesville District)
- 9 Approval of Resolution Endorsing Projects Being Submitted for FY 2028 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding Through the Northern Virginia Transportation Authority

**CONSIDERATION
ITEMS**

- 1 Approval of Bylaws and Resolution of the Tysons Transportation Service District Advisory Board (TTSDAB) Updating the Name of the Northern Virginia Chamber of Commerce
- 2 Consideration of an Appeal of the Planning Commission's Approval of Final Development Plan (FDP) 2014-MA-023-02, by Hcini Mohammad

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 7, 2021**

**INFORMATION
ITEMS**

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|---|---|
| 1 | Presentation of the Fiscal Year (FY) 2021 Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR) |
|---|---|

CLOSED SESSION

Closed Session

**PUBLIC
HEARINGS**

- | | |
|------|--|
| 3:30 | Decision Only on Adoption of Amendments to Fairfax County Code Chapter 7, Article 2, to Redistrict and Reapportion the Election Districts of the Board of Supervisors |
| 3:30 | Public Hearing on AR 87-S-003-04 (Cox-Richard Family Farm, LLLP and Aaron Cox-Leow and Maria Cox-Leow) (Sully District) |
| 3:30 | Public Hearing on RZ 2020-MV-017 (Christopher Land, LLC) (Mount Vernon District) |
| 3:30 | Public Hearing on PCA 2004-PR-044-03 (Tysons Corner Holdings LLC, Tysons Corner Property Holdings LLC) (Providence District) |
| 3:30 | Public Hearing on RZ 2018-MV-005 (IDI Huntington, L.C.) (Mount Vernon District) |
| 4:00 | Public Hearing to Convey Board-Owned Property on Quander Road to the Fairfax County Park Authority (Mount Vernon District) |
| 4:00 | Public Hearing on a Proposed Amendment to Update Appendix Q (Land Development Services Fee Schedule) of <i>The Code of the County of Fairfax, Virginia</i> (Code) |
| 4:00 | Public Hearing to Consider Amendments to Article 14 of Chapter 4 of the Fairfax County Code to Revise Low-Income Real Estate Tax Exemption Eligibility Requirements and Establish a Real Estate Tax Deferral Program |
| 4:00 | Public Comment |



Fairfax County, Virginia

BOARD OF SUPERVISORS

AGENDA

Tuesday
December 7, 2021

9:30 a.m.

PRESENTATIONS

- PROCLAMATION — To designate March 25, 2021 as Greek Independence Day. Requested by Chairman McKay and Supervisors Gross and Storck. *(Designation occurred in March; presentation delayed by pandemic.)*
- RESOLUTION — To recognize the Franconia Museum for its 20th anniversary. Requested by Chairman McKay and Supervisor Lusk.
- CERTIFICATE — To recognize Fairfax County Public Schools student Akshita Balaji for reaching the semifinals in the Scripps National Spelling Bee. Requested by Chairman McKay and Supervisor Palchik.
- RESOLUTION — To recognize the Chairman's Task Force on Equity and Opportunity for its efforts. Requested by Chairman McKay.

STAFF:

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

Board Agenda Item
December 7, 2021

9:30 a.m.

Presentation of the Transportation Advisory Commission (TAC) Lifetime Achievement
and Transportation Achievement Awards

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Michael D. Champness, Chairman of the Transportation Advisory Commission

Board Agenda Item
December 7, 2021

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard December 7, 2021

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

December 7, 2021

DRAFT

**APPOINTMENTS TO BE HEARD DECEMBER 7, 2021
(ENCOMPASSING VACANCIES PROJECTED THROUGH **DECEMBER 31, 2021**)
(Unless otherwise noted, members are eligible for reappointment)**

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

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

ADVISORY SOCIAL SERVICES BOARD (4-year terms)
(Limited to two full consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Stephanie Sedgwick (Appointed 11/18 by Foust) Term exp. 9/21	Dranesville District Representative		Foust	Dranesville

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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 <i>Deceased</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Jayant Reddy (Appointed 1/16-7/18 by Bulova) Term exp. 8/21	At-Large #4 Representative		By Any Supervisor	At-Large

ARCHITECTURAL REVIEW BOARD (3-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael McReynolds; appointed 9/20 by Smith) Term exp. 9/21 <i>Resigned</i>	Related Professional Group #6 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Eric T. Sohn (Appointed 4/10-1/20 by Herrity) Term exp. 11/21	Diversity-At-Large Alternate Representative	Eric T. Sohn (Herrity)	By Any Supervisor	At-Large
Marc Fernandes (Appointed 10/20 by McKay) Term exp. 12/21	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

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

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

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

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Ryan Rauner (Appointed 1/18-1/20 by Herrity) Term exp. 12/21	Professional #3 Representative	Ryan Rauner (Herrity)	By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS (2-year terms)
(Limited to three consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Karen Pica; appointed 10/14-9/18 by McKay) Term exp. 9/20 <i>Not eligible for reappointment</i> <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Patrick Lennon (Appointed 1/17-9/19 by Gross) Term exp. 9/21	At-Large #3 Representative		By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by James C. Chesley; appointed 5/12-9/19 by Bulova) Term exp. 9/23 <i>Resigned</i>	At-Large #2 Representative		McKay	At-Large Chairman's
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

CIVIL SERVICE COMMISSION (2-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sara J. Simmons (Appointed 2/19 by Bulova; 2/22 by McKay) Term exp. 12/21	At-Large #3 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/00 by Hanley; 2/04-1/08 by Connolly; 12/09-12/17 by Bulova; 1/20 by McKay) Term exp. 12/21	At-Large #4 Representative		By Any Supervisor	At-Large
Thomas Garnett, Jr. (Appointed 10/05-1/08 by Kauffman; 12/09- 12/17 by McKay; 1/20 by Lusk) Term exp. 12/21	At-Large #6 Representative		By Any Supervisor	At-Large
Vanessa Jordan (Appointed 6/20 by Walkinshaw) Term exp. 12/21	At-Large #8 Representative	Vanessa Jordan (Walkinshaw)	By Any Supervisor	At-Large
VACANT (Formerly held by Lee Ellen Helfrich; appointed 2/14-1/20 by Gross) Term exp. 12/21 Resigned	At-Large #9 Representative		By Any Supervisor	At-Large
John C. Harris, Jr. (Appointed 10/05- 11/13 by Hyland; 1/16-1/20 by Storck) Term exp. 12/21	At-Large #10 Representative		By Any Supervisor	At-Large

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CIVIL SERVICE COMMISSION (2-year terms)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Herbert C. Kemp (Appointed 9/13-1/20 by Foust) Term exp. 12/21	At-Large #11 Representative		By Any Supervisor	At-Large
John Townes (Appointed 11/05-1/08 by McConnell; 12/09- 1/20 by Herrity) Term exp. 12/21	At-Large #12 Representative	John Townes (Herrity)	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Shafuq Naseem; appointed 2/20 by Walkinshaw) Term exp. 10/21 <i>Resigned</i>	Braddock District Representative	Enjoli Ramsey	Walkinshaw	Braddock
VACANT (Formerly held by Lisa Sales; appointed 2/17-1/20 by Storck) Term exp. 10/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Chelsea H. Smith; appointed 2/20-10/20 by Herrity) Term exp. 10/23 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

CONSUMER PROTECTION COMMISSION (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Wes Callender (Appointed 9/14-7/18 by Foust) Term exp. 7/21	Fairfax County Resident #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daton Lynch; appointed 9/18 by Smith) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Abrar Omeish; appointed 2/18-9/18 by Bulova) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #9 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Francis A. Gallagher (Appointed 1/16-11/18 by Cook) Term exp. 11/21	Braddock District Representative	Jevon Walton	Walkinshaw	Braddock
Herbert C. Kemp (Appointed 1/17-11/18 by Foust) Term exp. 11/21	Dranesville District Representative		Foust	Dranesville
Christopher Boeder (Appointed 9/18 by L. Smyth) Term exp. 8/21	Providence District Representative		Palchik	Providence
Jennifer Chronis (Appointed 12/16-7/18 by Herrity) Term exp. 8/21	Springfield District Representative		Herrity	Springfield

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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 ADVISORY COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alfred Thieme (Appointed 1/09-12/17 by Gross) Term exp. 12/20	Mason District Representative		Gross	Mason
Shelton Rhodes (Appointed 3/19 by Smith) Term exp. 12/31	Sully District Representative		Smith	Sully

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Howard J. Guba (Appointed 6/18 by Bulova) Term exp. 3/21	Citizen #2 Representative		By Any Supervisor	At-Large
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-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Edward W. Monroe (Appointed 10/20 by Foust) Term exp. 11/21	Dranesville District Representative		Foust	Dranesville
Clyde Wilber (Appointed 3/14-11/18 by Herrity) Term exp. 11/21	Springfield District Representative	Clyde Wilber	Herrity	Springfield

FAIRFAX AREA DISABILITY SERVICES BOARD (3-year terms)

(Limited to two full consecutive terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Doris Ray; appointed 1/20 by McKay) Term exp. 11/22	At-Large #1 Business Community Representative		By Any Supervisor	At-Large
Sarah Graham Taylor (Appointed 7/21 by Lusk) Term exp. 11/21	Lee District Representative		Lusk	Lee
Ayman Eldarwish (Appointed 10/17 by Gross) Term exp. 11/20	Mason District Representative		Gross	Mason

CONFIRMATION NEEDED:

- Ms. Lindsay Harris as the City of Falls Church Representative

**FAIRFAX COUNTY CONVENTION AND VISITORS
CORPORATION BOARD (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sam Misleh (Appointed 6/15-6/18 by McKay) Term exp. 6/21 <i>Not eligible for reappointment</i>	Lee District Representative		Lusk	Lee

HEALTH CARE ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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
Rosanne Lammers Rodilosso (Appointed 6/99- 5/01 by Mendelsohn, 6/05 by DuBois; 7/09-11/17 by Foust) Term exp. 6/21	Dranesville District Representative		Foust	Dranesville

HEALTH SYSTEMS AGENCY BOARD (3-year terms)

(Limited to two full terms; members may be reappointed after one-year lapse)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
RJ Narang (Appointed 7/18 by Foust) Term exp. 6/21	Consumer #5 Representative		By Any Supervisor	At-Large
Veronica C. Doran (Appointed 7/17 by Cook) Term exp. 6/21	Provider #1 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jordan E. Tannenbaum (Appointed 2/16-11/18 by Herrity) Term exp. 12/21	Citizen #1 Representative		By Any Supervisor	At-Large
Sallie Lyons (Appointed 3/05-12/12 by Hyland; 3/16-12/18 by Storck) Term exp. 12/21	Citizen #2 Representative		By Any Supervisor	At-Large
Lynne Garvey Hodge (Appointed 11/00-12/06 by McConnell; 12/09-11/18 by Herrity) Term exp. 12/21	Citizen #4 Representative		By Any Supervisor	At-Large
Mary Lipsey (Appointed 5/06-11/12 by Bulova; 1/16-11/18 by Cook) Term exp. 12/21	Citizen #6 Representative	Mary Lipsey (Walkinshaw)	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>Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by George Alber; appointed 1/16-9/18 by Bulova) Term exp. 9/21 <i>Deceased</i>	At-Large #1 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Marion Barnwell; appointed 4/03-11/14 by Hyland; 7/18 by Storck) Term exp. 7/22 <i>Deceased</i>	Mount Vernon District #2 Representative		Storck	Mount Vernon

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
M. Kathryn Walsh (Appointed 6/01 by Hanley; 1/04-1/07 by Connolly; 12/09-11/18 by Bulova) Term exp. 12/21	At-Large Chairman's Representative		McKay	At-Large Chairman's
Sadaqat Ahmad (Appointed 1/19 by Hudgins) Term exp. 12/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Michael Aschenaki (Appointed 1/16-11/18 by McKay) Term exp. 12/21	Lee District Representative		Lusk	Lee

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

<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
Sarah McCue (Appointed 3/19 by Alcorn) Term exp. 6/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

Continued on next page

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

Continued from the previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</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

POLICE CIVILIAN REVIEW PANEL (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert E. Cluck; appointed 9/18 by Bulova; 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Douglas Kay; Appointed 2/17 and 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #5 Representative		By Any Supervisor	At-Large

**RESTON TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anne Mader; appointed 9/17 by Hudgins) Term exp. 9/21 <i>Resigned</i>	Commercial or Retail Ownership #2 Representative		By Any Supervisor	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John D. Pellegrin (Appointed 9/09- 11/18 by Bulova) Term exp. 12/21	At-Large #1 Representative		By Any Supervisor	At-Large
Tracey Wood (Appointed 6/13- 12/18 by Bulova) Term exp. 12/21	At-Large #3 Representative		By Any Supervisor	At-Large
Daren Shumate (Appointed 10/19 by Gross) Term exp. 12/21	Mason District Representative		Gross	Mason
Marvin Powell (Appointed 10/04- 11/12 by Frey; 1/16- 12/18 by Smith) Term exp. 12/21	Sully District Representative		Smith	Sully

TENANT LANDLORD COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Vincent J. Fusaro; appointed 1/20 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by 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 Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Landlord Member #3 Representative		By Any Supervisor	At-Large

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville
Jessica M. Bowser (Appointed 1/16- 10/18 by McKay) Term exp. 10/21	Lee District Representative		Lusk	Lee

TRESPASS TOWING ADVISORY BOARD (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Denver Supinger (Appointed 9/18 by Bulova) Term exp. 9/21	Citizen Alternate Representative		By Any Supervisor	At-Large

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

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Maria Teresa Alva (Appointed 7/16-11/17 by Bulova) Term exp. 10/21	Citizen appointed by BOS #4 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deana M. Crumbling (Appointed 1/14-10/18 by Bulova) Term exp. 7/31	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Anita Van Breda; appointed 12/13-2/16 by Bulova; 5/18/21 by McKay) Term exp. 12/25 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Leslie Jacobs; appointed 5/16-1/20 by Storck) Term exp. 12/24 <i>Resigned</i>	Mount Vernon District #3 Representative		Storck	Mount Vernon

AD HOC COMMITTEE

2021 REDISTRICTING ADVISORY COMMITTEE (UNTIL MARCH 1, 2022)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Paul Berry	At-Large Chairman's #1 Representative	Paul Berry, Chair	McKay	At-Large Chairman's
Lisa Sales	At-Large Chairman's #2 Representative	Lisa Sales	McKay	At-Large Chairman's
William Bouie	At-Large Chairman's #3 Representative	William Bouie	McKay	At-Large Chairman's
Prashanth Rajan	Braddock District Representative	Prashanth Rajan	Walkinshaw	Braddock
Jimmy Bierman	Dranesville District Representative	Jimmy Bierman	Foust	Dranesville
Richard Chew	Hunter Mill District Representative	Richard Chew	Alcorn	Hunter Mill
Bryon Garner	Lee District Representative	Bryon Garner	Lusk	Lee
Alis Wang	Mason District Representative	Alis Wang	Gross	Mason
Gerald W. Hyland	Mount Vernon District Representative	Gerald W. Hyland	Storck	Mount Vernon
Linda Smyth	Providence District Representative	Denver Supinger	Palchik	Providence
Paul Liberty	Springfield District Representative	Jenee Lindner	Herrity	Springfield
Samuel Walker	Sully District Representative	Samuel Walker	Smith	Sully

Continued on next page

**2021 REDISTRICTING ADVISORY COMMITTEE
(UNTIL MARCH 1, 2022)**

CONFIRMATIONS NEEDED:

- Mr. Tim Thompson as the Federation of Citizens Associations Representative
- Ms. Coretta Perkins as the African-American Community Representative
- Ms. Candy Butler as the League of Women Voters Representative
- Ms. Silvia Patton as the Asian/Pacific Islander Community Representative
- Mr. Saif Rahman as the Arab American Community Representative
- Mr. Scott Price as the Northern Virginia Chamber of Commerce Representative
- Mr. George Becerra as the Northern Virginia Labor Federation Representative

NEW BOARDS

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

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

CONFIRMATION NEEDED:

- Ms. Alice Foltz as the Advisory Social Services Representative
- Ms. Jennifer Adeli as the Community Services Board Representative

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Gloria Runyon; appointed 10/21 by Alcorn) Term exp. 6/27 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
NEW POSITION	Lee District Representative		Lusk	Lee
NEW POSITION	Mason District Representative		Gross	Mason
NEW POSITION	Springfield District Representative		Herrity	Springfield

Board Agenda Item
December 7, 2021

10:00 a.m.

Board Adoption of the 2022 Legislative Program for the Virginia General Assembly,
Approval of the County's 117th Congress Federal Legislative Strategy and Principles

ISSUE:

Board adoption of a legislative program for the 2022 Session of the Virginia General Assembly and Board approval of federal legislative strategy and principles for the 117th Congress. An issue paper on human services needs is included as an addendum to the state legislative program.

TIMING:

Immediate. On November 9, 2021, the Board of Supervisors held a public hearing on the 2022 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 14, 2021. The General Assembly will convene January 12, 2022, and is scheduled to adjourn on March 12, 2022.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the 117th Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:

The draft state legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative positions for the County at the 2022 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at <https://www.fairfaxcounty.gov/boardofsupervisors/> under "2022 Board Legislative Reports." In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

Draft federal strategy and principles were also developed as part of the Legislative Committee process. Discussion took place at the November 23, 2021, meeting. Staff recommendations presented to the Committee focused on areas determined to be of

Board Agenda Item
December 7, 2021

strategic importance to the County, including the federal budget, funding for transportation, federal agency relocation and consolidation, human services, and public safety. Specifics on budget items, as well as federal funding opportunities, will be reported periodically to the Board. The federal strategies and principles contain the Legislative Committee's recommended positions for the County during the 117th Congressional session.

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2022 Board Legislative Reports," by December 6, 2021.

Attachment 1 - Draft Fairfax County Legislative Program for the 2022 Virginia General Assembly

Attachment 2 – 2022 Draft Human Services Issue Paper

Attachment 3 – Draft 117th Congress Federal Legislative Strategy and Principles

STAFF:

Bryan J. Hill, County Executive

Claudia Arko, Legislative Director

Tom Biesiadny, Director, Fairfax County Department of Transportation

Board Agenda Item
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10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
December 7, 2021

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 1

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Dunsmore Road and Wickford Drive (Lee District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Dunsmore Road (Lee District)
- One “Watch for Children” sign on Wickford Drive (Lee District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

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 conflict with any other traffic control devices.

On September 27, 2021, FCDOT received verification from the Lee District Supervisor’s Office confirming community support for “Watch for Children” signs on Dunsmore Road and Wickford Drive.

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FISCAL IMPACT:

Funding in the amount of \$500 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 2

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Ridgelea Drive (Mason 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 Ridgelea Drive (Mason District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” sign as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

On September 29, 2021, FCDOT received verification from the Mason District Supervisor’s Office confirming community support for a “Watch for Children” sign on Ridgelea Drive.

FISCAL IMPACT:

Funding in the amount of \$300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

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December 7, 2021

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

ADMINISTRATIVE - 3

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Rolling View Drive, Pond Point Drive, South Park Circle, Viewcrest Drive and Full View Drive (Springfield District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Rolling View Drive (Springfield District)
- One “Watch for Children” sign on Pond Point Drive (Springfield District)
- One “Watch for Children” sign on South Park Circle (Springfield District)
- One “Watch for Children” sign on Viewcrest Drive (Springfield District)
- One “Watch for Children” sign on Full View Drive (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

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 conflict with any other traffic control devices.

On September 16, 2021, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for “Watch for Children” signs on Rolling View Drive, Pond Point Drive, South Park Circle, Viewcrest Drive and Full View Drive.

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FISCAL IMPACT:

Funding in the amount of \$1,000 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Board Agenda Item
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ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance
Establishing the Innovation Residential Permit Parking District, District 49 (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 Innovation Residential Permit Parking District (RPPD), District 49.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 7, 2021, to advertise a public hearing for January 25, 2022, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition 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, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

The Reflection Homes Association has sought RPPD due to the community's proximity to the Innovation Metrorail Station by way of a planned shared use path. This planned shared use path will provide direct access to the Innovation Metrorail Station from the

Board Agenda Item
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Reflection Homes community. Staff has determined, according to planned design, that a portion of this community (as depicted on attached map) qualifies for a petition for RPPD in accordance with Fairfax County Code Section 82-5A-4(a) based on this proximity.

All other requirements to establish the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$2,300. 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 V. Foltz, Assistant County Attorney

Appendix G

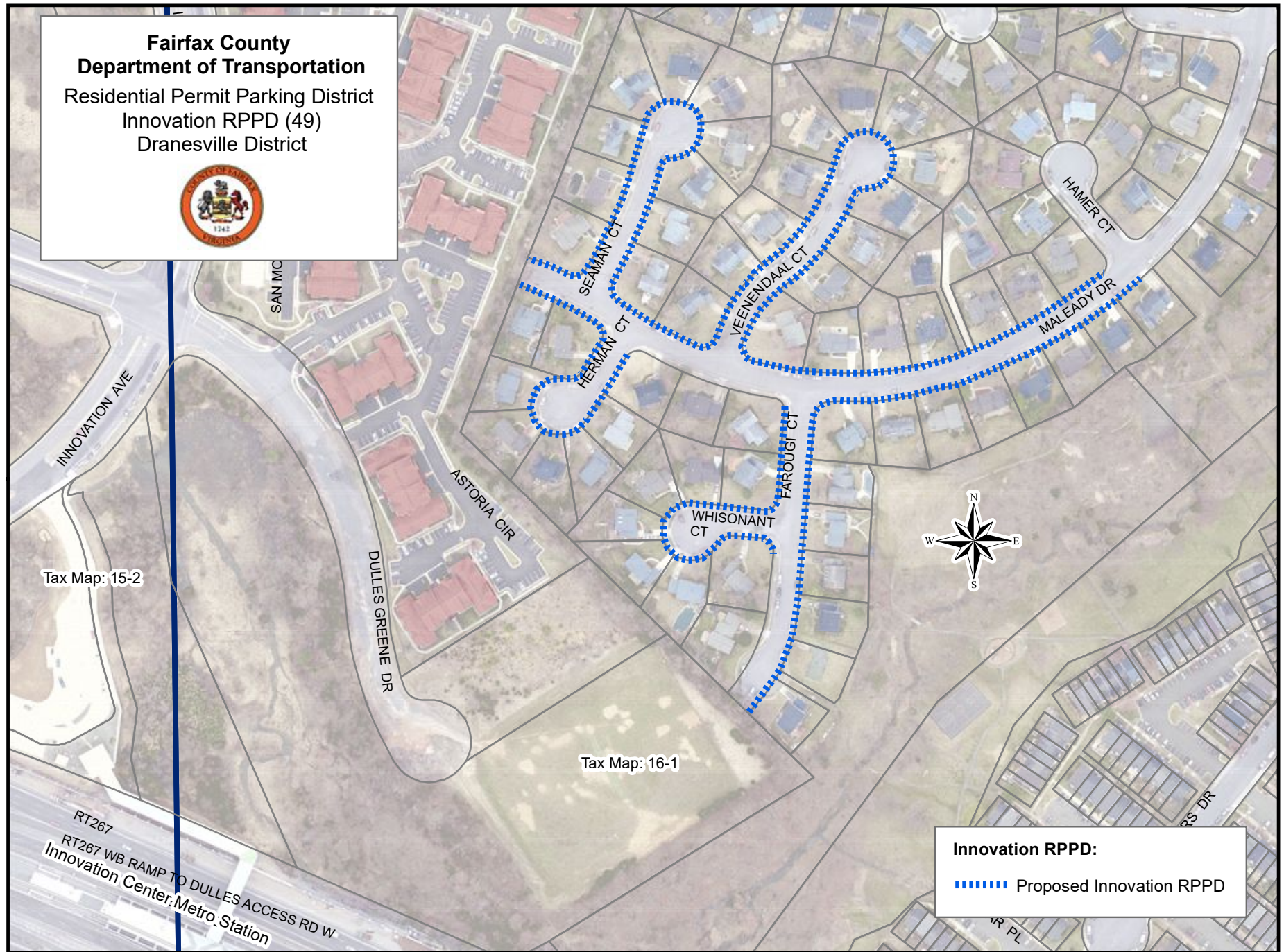
G-49 Innovation Residential Permit Parking District.

- (a) *Purpose and Intent.* The Innovation 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 Innovation Residential Permit Parking District is designated as Residential Permit Parking District 49, for the purposes of signing and vehicle decal identification.
 - (2) Blocks included in the Innovation Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:
 - Farougi Court (Route 5718):*
From Maleady Drive to the end, east side; and to Whisonant Court, west side.
 - Herman Court (Route 5721):*
From Maleady Drive to the cul-de-sac inclusive.
 - Maleady Drive (Route 5715):*
From Hamer Court to the end, north side; from Hamer Court to Farougi Court and from Herman Court to the end, south side.
 - Seaman Court (Route 5722):*
From Maleady Drive to the cul-de-sac inclusive.
 - Veenendaal Court (Route 5720):*
From Maleady Drive to the cul-de-sac inclusive.
 - Whisonant Court (Route 5719):*
From Farougi Court to the cul-de-sac inclusive.
- (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 Innovation Residential Permit Parking District, parking is prohibited Monday- Friday, 7:00 am-3:00 pm, 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 Innovation Residential Permit Parking District shall expire on January 31, 2023. 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 Innovation Residential Permit Parking District shall indicate the following:

NO PARKING
7:00 am-3:00 pm
Monday-Friday
Except by Permit
District 49

**Fairfax County
Department of Transportation**
Residential Permit Parking District
Innovation RPPD (49)
Dranesville District



Innovation RPPD:
----- Proposed Innovation RPPD

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance
Expanding the Broyhill Park Residential Permit Parking District, District 28 (Mason
District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Broyhill Park Residential Permit Parking District (RPPD), District 28.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 7, 2021, to advertise a public hearing for January 25, 2022, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition 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, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD.

Staff has verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Falls Church High School. All other requirements to expand the RPPD have been met.

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FISCAL IMPACT:

The cost of sign installation is estimated to be \$4,500. 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 RPPD Expansion

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

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following streets in Appendix G-28, Section (b), (2), Broyhill Park Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Marc Drive (Route 2338):

From Falls Church High School boundary to ~~Holly Hill Drive~~ Nealon Drive.

~~From Holly Hill Drive to Parkwood Terrace.~~

Holly Hill Drive (Route 2860):

From the north end to Camp Alger Avenue

~~From Parkwood Terrace to Jacks Lane.~~

~~From Parkwood Terrace to Camp Alger Avenue~~

~~From Jacks Lane to Carol Lane.~~

~~From Carol Lane to Marc Drive.~~

~~From Marc Drive to north end.~~

Parkwood Terrace (Route 2495):

~~From Carol Lane to Marc Drive (West Side Only).~~

~~From Marc Drive to Parkwood Court.~~

From Holly Hill Drive to ~~Carol Lane~~ the northern property boundaries of 3135 and 3150 Parkwood Terrace

Carol Lane (Route 2439):

From Holly Hill Drive to ~~Parkwood Terrace~~ Kenney Drive and from Norfolk Lane to Nealon Drive, north side

From Holly Hill Drive to Norfolk Lane, south side

Jacks Lane (Route 2886):

From Falls Church High School to Holly Hill Drive.

Zenith Court (Route 2861):

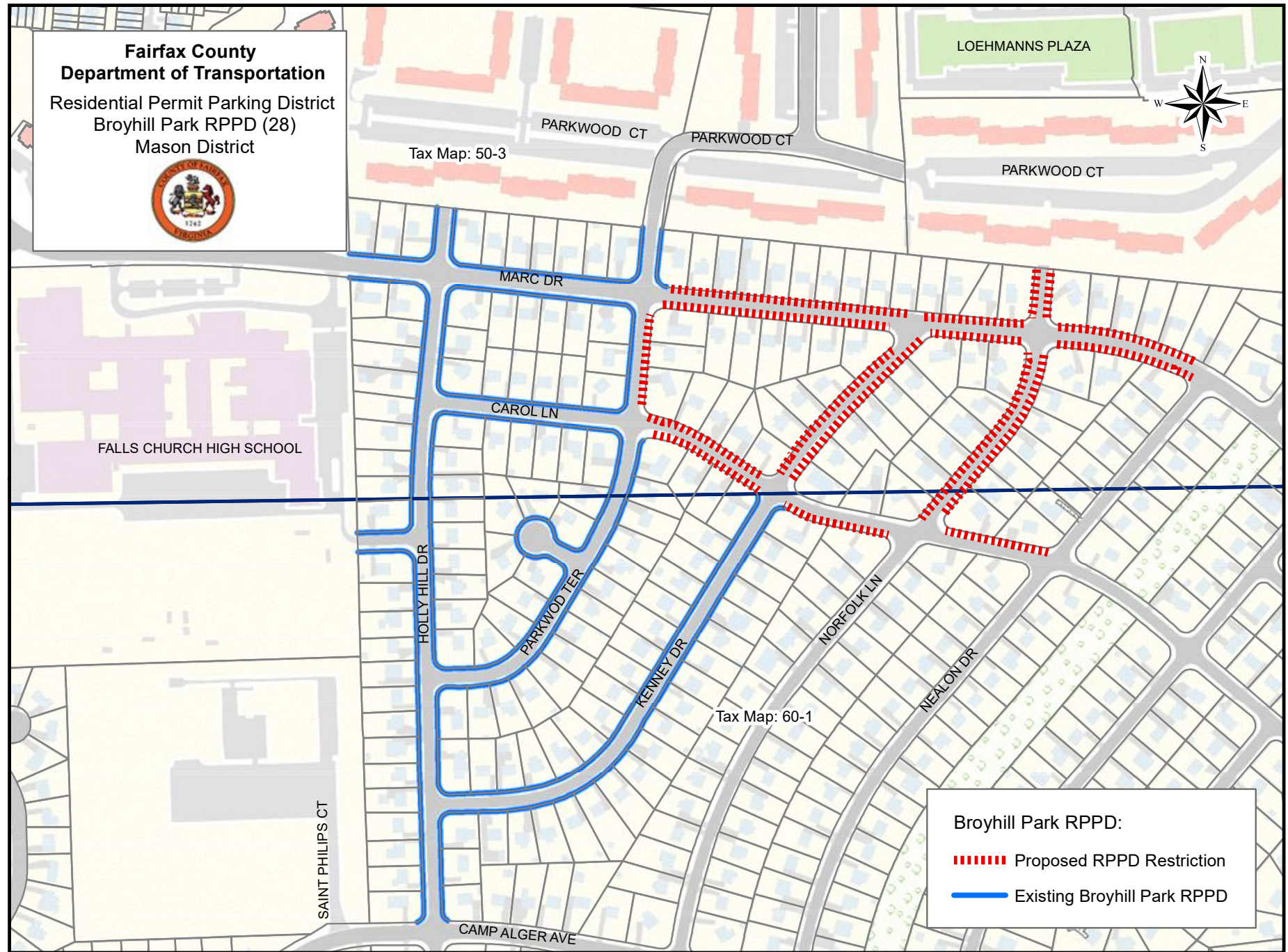
From Parkwood Terrace to the end.

Kenney Drive (Route 2445):

From ~~Carol Lane to~~ Holly Hill Drive to Marc Drive

Norfolk Lane (Route 2441):

From Carol Lane to the north end



ADMINISTRATIVE - 6

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Torrence Street (Springfield District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Torrence Street (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

On October 29, 2021, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for two “Watch for Children” signs on Torrence Street.

FISCAL IMPACT:

Funding in the amount of \$500 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
December 7, 2021

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

ADMINISTRATIVE - 7

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Morningside Lane (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board endorse the traffic calming plan for Morningside Lane (Attachment I and Attachment II) consisting of the following:

- Two speed humps on Morningside Lane (Mount Vernon District)
- Removal of one speed table on Morningside 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 traffic calming measures as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to allow the proposed measures to be installed as soon as possible.

BACKGROUND:

As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

Board Agenda Item
December 7, 2021

On November 1, 2021, FCDOT received verification from the Mount Vernon District Supervisor's office confirming community support for the Morningside Lane traffic calming plan.

FISCAL IMPACT:

Funding in the amount of \$30,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Morningside Lane

Attachment II: Traffic Calming Plan for Morningside Lane

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
MORNINGSIDE LANE
MOUNT VERNON DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Morningside Lane have requested the Mount Vernon District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Morningside Lane; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Morningside Lane indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

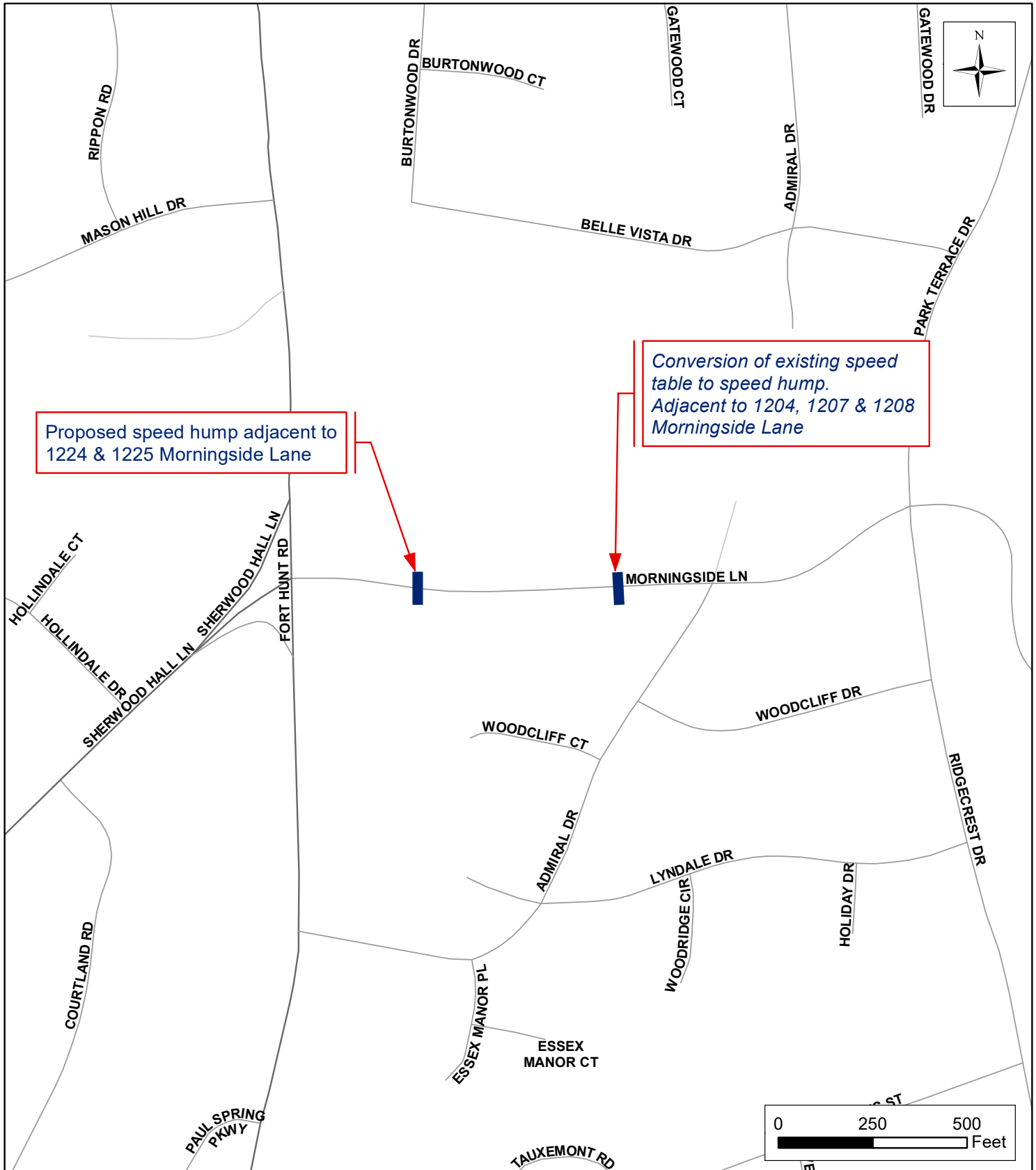
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Morningside Lane as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 7th day of December, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 93-4

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Morningside Lane
Mount Vernon District**

November 2021



Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing on the FY 2022 Mid-Year Review to Amend the Current Appropriation Level in the FY 2022 Revised Budget Plan

ISSUE:

Board approval of an advertisement for a public hearing to adjust the FY 2022 appropriation level. Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action to amend the current appropriation level.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing.

TIMING:

Board action is requested on December 7, 2021, to provide sufficient time to advertise the proposed public hearing on January 25, 2022, at 10:00 a.m.

BACKGROUND:

As the *FY 2022 Mid-Year Review* includes proposed adjustments in appropriation greater than one percent of total expenditures, a public hearing is required prior to Board action. In addition, the Code of Virginia requires that a synopsis of proposed changes be included in the advertisement.

The School *FY 2022 Mid-Year Review* is not included in the advertisement on December 7, 2021, and proposed adjustments will be presented to the Board on a later date. It is expected that the School Board funding adjustments will be included in the final *FY 2022 Mid-Year Review* package to be adopted on January 25, 2022.

ENCLOSED DOCUMENTS:

These attachments will be available online on Monday, December 6, 2021, at:
www.fairfaxcounty.gov/budget/fy-2022-mid-year-review

Attachment A – Proposed advertisement for public hearing
Attachment B – Memorandum to the Board of Supervisors dated December 6, 2021 from Bryan Hill, County Executive, with attachments, transmitting the County's *FY 2022 Mid-Year Review* with appropriation resolutions

Board Agenda Item
December 7, 2021

STAFF:

Bryan Hill, County Executive

Christina Jackson, Chief Financial Officer and Director, Department of Management and Budget

Philip Hagen, Deputy Director, Department of Management and Budget

ADMINISTRATIVE - 9

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance
Amendment to Chapter 112.1 Re: Minor and Editorial Revisions

ISSUE:

Following the adoption of the new Zoning Ordinance on March 23, 2021, which became effective on July 1, 2021, a number of necessary revisions have been identified. The proposed changes correct typographical or editorial errors or provide for clarification of certain provisions.

RECOMMENDATION:

The County Executive recommends the authorization of the proposed Zoning Ordinance amendment by adopting the Resolution set forth in Attachment 1.

TIMING:

Board action is requested on December 7, 2021, to provide sufficient time to advertise the proposed Planning Commission public hearing on January 19, 2022, at 7:30 p.m., and the proposed Board of Supervisors public hearing on February 22, 2022, at 4:00 p.m.

BACKGROUND:

On March 23, 2021, the Board of Supervisors adopted a new Zoning Ordinance that took effect on July 1, 2021. Since that time, based on staff use of the Ordinance and feedback from other users, staff has compiled a list of changes that are needed to correct errors, resolve inconsistencies, and provide clarification of certain provisions, which are the subject of this proposed amendment. The proposed amendment is included on the Zoning Ordinance Work Program for Fiscal Year 2022. Staff will continue to review the new Ordinance on an ongoing basis for future updates.

In addition to typographical and editorial revisions to correct references and grammatical errors, the amendment includes the following:

- A standard that had been inadvertently omitted from the previous Ordinance is restored, requiring approval of a nonresidential use permit (NonRUP) for the continuing care facility in a PCC District (Planned Continuing Care) before issuance of a NonRUP for any secondary use.
- The amendment deletes the requirement in the R-A District (Rural Agricultural) for a single-family detached dwelling to be allowed only in conjunction with an

agricultural operation. This revision was discussed as part of the agritourism amendment and was intended to be addressed with that amendment or with the new Ordinance. There are approximately 95 acres of land in the R-A District. The majority of these properties are vacant land or have a single-family detached dwelling without an agricultural operation. No change is proposed to the minimum five-acre lot size for the R-A District. In addition, the standard that requires a minimum of 75 percent of the lot area to remain as either an agricultural operation and related uses, or as open space has been clarified to indicate that open space is a permitted use of the 75 percent area.

- Consistent with long-standing interpretation and practice, the amendment revises standards for fences or walls to exempt a fence or wall that is an integral component of an electric substation from the fence or wall height standards. In addition, fences or walls associated with accessory structures such as tennis courts are treated as an integral component of the use. They are allowed to exceed the maximum fence height if located in the side or rear yard, if the required setback based on the height of the fence is provided. The proposed amendment deletes a swimming pool as an example of an accessory structure that is permitted to have a higher fence as an integral part of the structure. In accordance with the International Swimming Pool and Spa Code, a barrier surrounding an outdoor swimming pool is required to be at least 48 inches above grade. This standard can be met within the maximum allowed fence height permitted in all yards without the need for an increase in height.
- The amendment clarifies several standards under the accessory keeping of animals. It is now specified that the keeping of more than four animals not owned by the resident is considered a kennel or animal shelter. In addition, it clarifies that the types of animals allowed under Ch. 41.1 of the County Code may not be modified by special permit. Finally, an animal shelter has been added as an activity, similar to a kennel, that may not be approved under the keeping of animals provisions as an accessory use. Kennels and animal shelters are subject to separate standards under the Ordinance.
- Consistent with interpretation and practice, the amendment adds stacked townhouses under subsection 5101.4.D(3)(a) for the affordable dwelling unit (ADU) calculation when the Comprehensive Plan recommendation is based on Floor Area Ratio (FAR) instead of dwelling units.
- This amendment aligns the home-based business special permit plat submission requirements with those for a home day care facility. It also aligns the requirements for a special permit plat for an increase in building height or cumulative square footage of a freestanding accessory structure with the requirements for a reduction in setback application, for consistency with similar application types.

A more detailed discussion of these proposed changes is contained in the Staff Report (Attachment 2).

Board Agenda Item
December 7, 2021

REGULATORY IMPACT:

The proposed amendment enhances existing regulations by correcting errors, resolving inconsistencies, and clarifying certain Zoning Ordinance provisions.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution
Attachment 2 – Staff Report

STAFF:

Rachel Flynn, Deputy County Executive
Barbara Byron, Director, Department of Planning and Development (DPD)
Leslie B. Johnson, Zoning Administrator, DPD
Carmen Bishop, Assistant Zoning Administrator, DPD
Casey Judge, Principal Planner, DPD

ASSIGNED COUNSEL:

T. David Stoner, Deputy County Attorney
Laura S. Gori, Senior Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, on December 7, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain inconsistencies have resulted from the adoption of Chapter 112.1 (Zoning Ordinance) that became effective on July 1, 2021; and

WHEREAS, certain revisions are needed to correct typographical and editorial errors or inadvertent omissions; and

WHEREAS, it is desirable to clarify the intent of certain Zoning Ordinance provisions; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to the Zoning Ordinance.

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



FAIRFAX COUNTY

PROPOSED ZONING ORDINANCE AMENDMENT

STAFF REPORT Minor and Editorial Revisions

December 7, 2021

Hearing Dates

Planning Commission: January 19, 2022

Board of Supervisors: February 22, 2022

Staff Contact

Carmen Bishop, Assistant Zoning Administrator



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



**Zoning Administration Division
Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5507
Phone 703-324-1314**

www.fairfaxcounty.gov/planning-development

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Proposed Text	6

Background

On March 23, 2021, the Board of Supervisors adopted a new and modernized Zoning Ordinance (zMOD) that took effect on July 1, 2021. Since that time, in using the new Ordinance, a number of necessary minor and editorial revisions have been identified. Most of these proposed revisions are typographical or editorial in nature and do not result in any substantive changes.

Proposed Changes

The proposed changes are described in the table below and are shown under Proposed Text.

	Reference (Section or subsection)	Description of Change
1	1104.4 – Ordinance Structure	Delete reference to page numbering conventions because they are not used with the online Ordinance.
2	Table 2102.5, Note [1] – R-2 District	Correct typographical error.
3	2105.6.C(1) – PTC District	Correct typographical error.
4	2105.7 – PCC District	Include a standard from Par. 3 of Sect. 6-606 of the previous Ordinance that was unintentionally omitted. This standard requires approval of a NonRUP for a continuing care facility in the PCC District before issuance of a NonRUP for any other secondary use.
5	3101.19.C(3) – Wellington Historic Overlay District	Replace “yards” with the correct term “setbacks.”
6	4102.3.C and references in the Use Tables – Single-Family Detached Dwelling/R-A District 2102.1.C(1) – R-A District	Delete the requirement in the R-A District for a single-family detached dwelling to be allowed only in conjunction with an agricultural operation. This revision was discussed as part of the agritourism amendment and was intended to be incorporated previously. There are approximately 95 acres of land in the R-A District. The majority of these properties are vacant land or have a single-family detached dwelling without an agricultural operation. No change is proposed to the minimum five-acre lot size for the R-A District. The standard that requires a minimum of 75 percent of the lot area to remain as an agricultural operation and related uses, or open space has been clarified to indicate that open space is a permitted use of the 75 percent area.
7	4102.4.Y(6) – Wireless Facility	Correct typographical error in cross-reference.

	Reference (Section or subsection)	Description of Change
8	4102.5.NN(4)(b) – Vehicle Fueling Station	Correct reference to Ch. 43.2 of the County Code.
9	4102.6.B(2) – Goods Distribution Hub	Correct typographical error.
10	4102.6.L(3) – Production or Processing	List each of the zoning districts instead of using “through” for consistency with drafting conventions.
11	4102.7.A(6)(b)1 – Freestanding Accessory Structures	Correct typographical error in cross-reference.
12	4102.7.A(7)(b)4 and 5 – Fences and Walls 4102.4.X(4) – Utility Facility, Light	In subsection (b)4, correct a cross-reference and delete swimming pools as an example of an accessory structure that may have a higher fence as an integral part of the structure. Per the International Swimming Pool and Spa Code, a barrier surrounding an outdoor swimming pool is only required to be at least 48 inches above grade. This standard can be met with the maximum allowed fence height permitted in all yards without the need for an increase in height. Add new subsection (b)5, consistent with long-standing interpretation and practice, to allow a fence or wall that is an integral part of an electric substation to exceed the maximum fence or wall height in Table 4102.4. Also, add a reference to this provision for electric substations under subsection 4102.4.X(4) which contains the standards for the light utility facility use.
13	4102.7.A(8)(c) – Gates and Gateposts	Correct provision to apply to gates and gateposts that are taller than four feet.
14	4102.7.H(13)(d) – Home-Based Business	Under the heading for the special permit standards, clarify that a special permit may not be approved to allow customers or clients in association with general retail sales or small-scale production uses, as these uses may only have customers online or offsite.
15	4102.7.J(1), (2), (7), (8) – Keeping of Animals	In subsection J(1), add a clarification that the keeping of more than four animals not owned by the resident is considered a kennel or animal shelter. Correct a typographical error in subsection J(2). Revise the cross-reference in subsection J(7) to clarify that the types of animals allowed under Ch. 41.1 of the County Code may not be modified by special permit. In subsection J(8), add animal shelter as an activity, similar to a kennel, that may not be approved under this provision as an accessory use. Kennels and animal shelters are subject to separate provisions under the Ordinance.
16	4102.8.E(4) and (5) – Food Truck	Replace periods with semi-colons in a list for consistency with drafting conventions.

	Reference (Section or subsection)	Description of Change
17	5100.2.D(4)(b) – Corner Lots	Clarify that the setback applies to single-family detached dwellings, not accessory structures.
18	5100.2.L(1)(f) – Pipestem Lots and Setbacks	Correct typographical error in cross-reference.
19	5101.2.C – Affordable Dwelling Unit Program (Applicability/Independent Living Facilities)	Editorial revision for grammatical correction.
20	5101.4.D(3)(a) – Affordable Dwelling Unit (ADU) Calculations/Comprehensive Plan Range	Consistent with interpretation and practice, add stacked townhouses under subsection 5101.4.D(3)(a) for the ADU calculation when the Comprehensive Plan recommendation is based on Floor Area Ratio (FAR) instead of dwelling units.
21	5109.3.A(5) – Outdoor Lighting	Correct typographical error in cross-reference.
22	5109.3.C – Outdoor Lighting	Replace “Light Poles” with “Light Fixtures” in the heading because subsection (3) for the setback or shielding requirement applies to all lighting, not just pole-mounted fixtures.
23	6100.2.B(3) – Off-Street Parking/Front Yard Driveway Surfacing	Add a cross-reference to the definition of surfaced materials.
24	8100.1.B(1)(j)8 – Scheduling and Notice of Public Hearings	Correct typographical error.
25	8100.3/Table 8100.1 – Summary of Special Exceptions	Correct typographical error in cross-reference.
26	8100.10.A(2)(b) – Appeal Processing	Specify the parking of inoperative motor vehicles as a violation subject to a 10-day appeal period, consistent with the previous Zoning Ordinance.
27	8101.2.A(1)(b) – Submission Requirements/Rezoning	Correct typographical error in “district.”
28	8101.3.E – Submission Requirements/Special Permit Applications	Revise the home-based business special permit (SP) plat submission requirements to align with those of the home day care facility and revise the SP plat requirements for an increase in building height or cumulative square footage of a freestanding accessory structure to align with the requirements for a reduction in setback application, for consistency with similar application types. These were new SP application types with zMOD and not providing for consistent SP plat submission requirements was an oversight.
29	8101.4.A – Submission Requirements/Minor Site Plans	Editorial revision for the “relationship of applicant to property owner” to be item (2) instead of part of item (1).
30	8102 – Fee Schedule	Add “Accessory Uses and” to the heading for Other Special Exceptions for clarification of the types of applications.

	Reference (Section or subsection)	Description of Change
31	9100.2 – Interpretations	Add an interpretation that “may not” indicates a prohibition.
32	9102 – Definition of Commercial Vehicle	Add a cross-reference that was inadvertently omitted.
33	9102 – Definition of Height, Building	Clarify that this definition applies to principal buildings.
34	9102 – Definition of Setback	Delete “and public streets.” This was not included in the previous Zoning Ordinance as setbacks are measured from lot lines.
35	9102 – Definition of Substantial Conformance	Editorial revisions for readability. In addition, remove the reference to the specific plan types to be consistent with the definition of development plan in the new Ordinance that includes the types of development plans.
36	9102 – Definition of Zoning Compliance Letter	Revise to include providing copies of residential and nonresidential use permits which are frequently requested.
37	9103 – Definition of Group Residential Facility	Correct the structure of the last sentence.
38	9103 – Definition of Office	Delete “of commercial entities” because an office for a nonprofit entity may also be considered an office use. This phrase was not included in the previous Ordinance. Add “or activities” to reflect that administrative work need not be purely business in nature.
39	Appendix 1	Delete the reference to an index of amendments in the title because enCodePlus supports a separate amendment history table function and a listing of amendments will not be included in Appendix 1.

Summary

The proposed amendment corrects a number of typographical and editorial errors in the new Ordinance, resolves inconsistencies, and provides further clarification. It is recommended that the amendment become effective at 12:01 a.m. on the day following adoption.

Proposed Text

In the revisions shown below, text to be deleted is identified with ~~strike-through~~ and text to be added is underlined. The item numbers in the INSTRUCTION boxes correspond to the numbers in the table above.

#1 INSTRUCTION: Delete subsection 1104.4 and renumber the subsequent subsection.

1104. Ordinance Structure

1. For purposes of organization, Chapter 112.1, The Zoning Ordinance, is divided into nine Articles.
2. Each Article within the Zoning Ordinance is subdivided into sections. The first digit of a section number represents the Article number. For example, Section 8106 is within Article 8.
3. For purposes of further organization, each section may be subdivided into subsections which are represented by such numbers as 1, 2, 3; which may be further subdivided as A, B, C...(1), (2), (3)...(a), (b), (c)...and (i), (ii), (iii), etc.
4. ~~Each Article contains its own separate page numbering system. The page numbers are prefixed by the respective Article number. As an example, page 10 of Article 8 is designated page 8-10.~~
5. The Zoning Ordinance should be referenced as shown below:
 - ... as required in Article 8.
 - ... as required in Section 8101.
 - ... as required in subsection 8101.2.B(1).

#2 INSTRUCTION: In Note [1] of Table 2102.5, delete the "(a)" as shown below.

B. R-2 Lot and Building Dimensional Standards

Table 2102.5: R-2 Lot and Building Standards

...

Notes:

- [1] The minimum lot area of a cluster subdivision lot is 15,000 square feet and the minimum lot width of the cluster subdivision lot is 100 feet for interior lots and 125 for corner lots if (a) any portion of a cluster subdivision lot is ~~(a)~~ located within 25 feet of the peripheral boundary of the cluster subdivision, (b) any portion of a contiguous lot located outside the cluster subdivision's peripheral boundary is zoned to a district that permits a maximum density of two du/ac or less, and (c) the contiguous lot is vacant or contains a single-family detached dwelling This does not apply if the contiguous development is zoned to the PDH-2 District, or to the R-2 District and is developed or approved for a cluster subdivision.
- [2] Open space is calculated in accordance with subsection 5100.3.A(3).
- [3] Lot width may be modified in accordance with subsection 5100.2.K.
- [4] Freestanding accessory structures are regulated by subsection 4102.7.A.

#3 INSTRUCTION: Revise subsection 2105.6.C(1), under Additional Standards for the PTC District, as shown below.

C. Additional Standards

(1) Concurrent Applications

A site plan or minor site plan may be filed concurrently with the filing of a rezoning, special exception, or special permit; however, it may not be approved ~~it~~ until the rezoning, special exception, or special permit application has been approved by the Board.

Concurrent processing will not prejudice the consideration of the application in any way.

#4 INSTRUCTION: Revise subsection 2105.7 under the PCC District to add new subsection C and re-letter the subsequent subsection.

C. Additional Standards

A Nonresidential Use Permit for a secondary use may not be granted until a Nonresidential Use Permit for the continuing care facility has been approved.

#5 INSTRUCTION: Revise subsection 3101.19.C(3) within the Wellington Historic Overlay District as shown below.

C. Additional Standards

...

- (3) All off-street parking and loading spaces must be located outside of required minimum side and rear yards setbacks that about a residential district, unless modified by the Board.

#6 INSTRUCTION: Delete subsection 4102.3.C under the heading for Residential Uses as shown below; re-letter the subsequent subsections and make related corrections to other cross-references as needed; delete the reference to this standard from the row for Dwelling, Single-Family Detached in the use tables (Tables 4101.1 and 4101.2). Revise subsection 2102.1.C(1) under the heading for the R-A District as shown below.

3. Residential Uses

Household Living

...

~~C. Dwelling, Single-Family Detached~~

~~Standards when permitted by right:~~

1 In the R-A District, a single-family detached dwelling is allowed only in conjunction with an
2 agricultural operation.

3 4 **1. R-A Rural Agricultural District**

5 ...

6 **C. Additional Standards**

- 7 (1) The agricultural operation, and related uses, and or open space must occupy at least 75
8 percent of the lot area. Single-family detached dwellings, manufactured homes, and any
9 non-agricultural uses, accessory uses, and structures may occupy no more than 25 percent
10 of the lot area.

11
12 **#7 INSTRUCTION:** Correct the cross-reference in the first line of subsection 4102.4.Y(6) to refer to
13 "this subsection Y" instead of subsection X.

14 15 **Y. Wireless Facility**

16 ...

- 17 (6) Projects that do not meet any other provisions of this subsection XY are Standard Process
18 Projects and are subject to the following standards, as well as subsections 4102.4.Y(5)(d)
19 through 4102.4.Y(5)(f):

20
21 **#8 INSTRUCTION:** Correct the reference to Chapter 43.2 of the County Code in subsection
22 4102.5.NN(4)(b) as shown below.

23 24 **NN. Vehicle Fueling Station**

25 ...

- 26 (4) The retail sales of food, beverages, and other frequently needed items for household
27 consumption is allowed, in accordance with the following:
- 28 (a) The maximum gross floor area devoted to such sales is 2,500 square feet; and
 - 29 (b) The preparation of food is not allowed, except for that allowed in a Limited Food-
30 Service Establishment in accordance with Chapter 43.12 of the County Code or
31 the use of microwave ovens by customers for purchased food items.

#9 INSTRUCTION: Delete “is” to correct a typographical error in subsection 4102.6.B(2) as shown below.

B. Goods Distribution Hub

...

- (2) Except as otherwise provided in subsection (3) below, the goods distribution hub may not exceed ~~is~~ 6,000 square feet of gross floor area in the C-3, C-4, and C-5 Districts, or 10,000 square feet of gross floor area in the C-6, C-7, C-8, PDC, and PTC Districts.

#10 INSTRUCTION: Revise subsection 4102.6.L(3) to list each applicable zoning district as shown below.

L. Production or Processing

...

- (3) In the I-3, ~~I-4, I-5, and through~~ I-6 Districts, production or processing may include accessory retail sales as long as the retail sales area is limited to 10 percent of the gross floor area of the establishment or 1,000 square feet, whichever is smaller.

#11, #12, #13 INSTRUCTION: Revise the General Standards for Accessory Uses and Structures: subsection 4102.7.A(6)(b)1 to correct the cross-reference; 4102.7.A(7)(b)4 to delete swimming pool and correct a cross-reference; add subsection (7)(b)5 to address electric substation fences; and 4102.7.A(8)(c) to correct the provision to apply to gates and gateposts taller than four feet. Also, revise the standards for utility facility, light, subsection 4102.4.X(4), to include a reference to the provision for an electric substation fence in subsection 4102.7.A(7)(b)5, as shown below.

A. General Standards for Accessory Uses and Structures

...

(6) General Standards for Freestanding Accessory Structures

(b) Location in Side or Rear Yard

1. If the structure does not exceed eight and one-half feet in height, it may be located in any part of a side yard or rear yard, except as qualified by subsection ~~4102.7.A(5) 5100.2.D(4)(b)~~.

(7) Fences and Walls

(b) Height

4. A fence or wall that is an integral part of any accessory use, such as a tennis court ~~or swimming pool~~, may exceed the maximum height in Table 4102.4 above, if it conforms to the height and yard requirements for a freestanding accessory structure in subsection ~~4102.7.A(6) (5)~~ above.

- 1 5. A fence or wall that is an integral part of an electric substation may exceed the
2 maximum fence or wall height in Table 4102.4 above.

3
4 **(8) Gates and Gateposts**

5 Gates and gateposts may be located within any required minimum front setback as
6 follows:

- 7 (a) Four gateposts no taller than ten feet.
8 (b) Two gates no taller than eight feet.
9 (c) Gates and gateposts that are no-taller than four feet must not exceed 15 percent of
10 the width of the lot.

11
12 **X. Utility Facility, Light**

- 13 (4) Light utility facility uses are not required to comply with the lot size requirements or the
14 bulk regulations for the zoning district where they are located. In addition, a fence or wall
15 that is an integral part of an electric substation may exceed the maximum fence or wall
16 height in accordance with subsection 4102.7.A(7)(b)5.

17
18 **#14 INSTRUCTION: Revise subsection 4102.7.H(13)(d) to state that no customers or clients may be**
19 **permitted for general retail sales or small-scale production uses.**

20
21 **H. Home-Based Business**

22 ...

23 **Standards when permitted by special permit:**

- 24 (13) The home-based business must conform to all applicable standards above, except that
25 the BZA may approve a special permit for a home-based business to modify one or more
26 of the standards as identified in the subsections below:
27 (a) Subsection (3) to allow outdoor activities such as swimming or soccer lessons;
28 (b) Subsection (5) to allow a larger area;
29 (c) Subsection (8) to allow more employees or different work hours; and
30 (d) Subsection (9) to allow more customers or clients. However, no customers or clients
31 are allowed for general retail sales or small-scale production uses.

#15 INSTRUCTION: Revise subsections 4102.7.J(1), (2), (7), and (8) as shown below.

J. Keeping of Animals

Standards when permitted as an accessory use:

- (1) The keeping of animals allowed under Chapter 41.1 of the County Code is allowed as an accessory use on any lot if the animals are not for the purpose of commercial breeding, boarding, or any other activity meeting the definition of a kennel or animal shelter. However, up to four companion animals not owned by the resident are allowed to be sheltered, fed, and watered in exchange for a fee, subject to the animal unit limitations set forth below. The keeping of more than four companion animals not owned by the resident is a kennel or animal shelter.
- (2) The keeping of dogs, except as a kennel, is allowed as an accessory use on any lot in accordance with the following standards:

Standards when permitted by special permit:

- (7) The BZA may approve a special permit to modify the provisions of subsections (~~12~~) through (6) above, in accordance with the following:
- (8) The BZA may not approve an activity meeting the definition of a riding or boarding stable, animal shelter, or a kennel as an accessory use of property.

#16 INSTRUCTION: Revise subsection 4102.8.E(4) and (5) which lists standards for food trucks, to replace the period with a semi-colon at the end of each subsection (a) through (c) and (a) through (h) and add an "and" after the semi-colon at the end of subsections (b) and (h).

#17 INSTRUCTION: Revise subsection 5100.2.D(4)(b) as shown below.

D. Setback Regulations

(4) Corner Lots

The following regulations apply to corner lots:

(b) Rear Setback

The rear yard must meet the minimum rear setback for the district or as proffered; however, ~~the rear setback for structures~~ single-family detached dwellings that lawfully exist as of July 1, 2021, and future additions to these ~~structures on lots designed for single-family detached~~ dwellings in the R-E, R-1, R-2, R-3, R-4, R-5, and R-8 Districts, the rear setback may continue to equal the dimension for the minimum side setback in effect before adoption of this Ordinance.

#18 INSTRUCTION: Revise subsection 5100.2.L(1)(f) to correct the cross-reference, as shown below.

L. Pipestem Lots and Setbacks

(1) The Director may approve pipestem lots either as a single lot or in a group of up to five lots when necessary to achieve more creative planning and preservation of natural property features or to provide for affordable dwelling unit developments, but only in accordance with the provisions of the Public Facilities Manual and at least one of the following:

...

(f) In conjunction with the approval of a special exception waiving minimum lot width requirements in accordance with [5100.2.K](#) ~~5100.2.J~~.

#19 INSTRUCTION: Revise the Applicability provisions for Independent Living Facilities in the Affordable Dwelling Unit Program in subsection 5101.2.C as shown below.

C. Independent Living Facilities

Affordable dwelling units are required ~~in accordance with~~ for independent living facilities approved by special exception or as part of a rezoning.

#20 INSTRUCTION: Revise subsection 5101.4.D(3)(a) to add stacked townhouses, as shown below.

4. Affordable Dwelling Unit Calculations

D. Where the Comprehensive Plan does not specify a density range in terms of dwelling units per acre, the following applies:

(3) If the plan specifies a square footage or floor area ratio (FAR) range for residential uses for a specific area, but no density range in terms of dwelling units per acre:

(a) The dwelling unit per acre density range for single-family dwelling unit developments, [stacked townhouses](#), and multifamily dwelling unit developments that do not have an elevator, or have an elevator and are three stories or less in height, is determined by dividing the residential square footage specified in the Comprehensive Plan by an average dwelling unit size for the proposed dwelling unit type within the development.

#21, #22 INSTRUCTION: Revise Section 5109, Outdoor Lighting, subsection 3.A(5) to correct the cross-references and the heading of subsection 3.C, as shown below.

A. Lighting Fixtures and Mounting

- (5) All outdoor lighting fixtures must be aimed, located, and maintained so as not to produce disability glare. The lighting fixtures specified in [32.A](#) and [32.B](#) above are excluded from this provision.

C. Height and Location of Light Fixtures ~~Light Poles~~

#23 INSTRUCTION: Revise subsection 6100.2.B(3) to reference the subsection that defines surfaced area materials, as shown below.

B. Parking in Residential Districts

- (3) In the R-1 and R-2 Districts, no more than 25 percent of any front yard and in the R-3 and R-4 Districts, no more than 30 percent of any front yard may be surfaced area for a driveway or vehicle or trailer parking area. [Surfaced area materials are defined in subsection 6100.2.C\(3\)\(b\) below.](#) On a pipestem lot, the surfaced area within the pipestem driveway is not included in this limitation. In addition, these limitations may be exceeded for a surfaced area that is:

#24 INSTRUCTION: Revise subsection 8100.1.B(1)(j)8 to correct a typographical error as shown below.

B. Scheduling and Notice of Public Hearings

(1) Required Notice for Public Hearings

...

8. If the application seeks to amend a previously approved rezoning, PRC plan, final development plan, special exception, or special permit affecting a portion of a property, the hearing body or its representative must also send written notice at least 15 days before a hearing to all owners of property subject to approval of an application. However, this notice is not required [d](#) if the Zoning Administrator determines the proposed change is to a component or lot that does not affect the rest of the development.

#25 INSTRUCTION: Revise Table 8100.1 in subsection 8100.3 to correct a typographical error to reference subsection 5100.2.K for the Waiver of Minimum Lot Size Requirements special exception application type, instead of the reference to subsection 5100.2.A(3).

#26 INSTRUCTION: Revise subsection 8100.10.A(2)(b) to add #4 as shown below to include the parking of inoperative vehicles in accordance with subsection 4102.7.A(13).

A. Appeal Processing

(2) Time Limit on Filing

- (b) Appeals from notices of violation involving the following violations must be filed within ten days from the date of the notice by filing an appeal application with the Zoning Administrator and the BZA:
1. Occupancy of a dwelling unit in violation of subsection 4102.3.A.
 2. Parking a commercial vehicle in an R district or a residential area of a P district in violation of subsections 4102.1.B(2) and 4102.1.E(4).
 3. Parking of vehicles on an unsurfaced area in the front yard of a single-family detached dwelling in the R-1, R-2, R-3, or R-4 Districts in violation of subsection 6100.2.A(3).
 4. Parking of inoperative vehicles, as provided in Chapter 110 of the County Code, in violation of subsection 4102.7.A(13).
 5. Installation of prohibited signs on private property in violation of subsection 7100.5.B and subsections 7100.5.C(1) and 7100.5.C(5).
 6. Installation, alteration, refacing, or relocation of a sign on private property in violation of subsection 7100.3.A(1).
 7. Other short-term, recurring violations similar to those listed above.

#27 INSTRUCTION: Revise subsection 8101.2.A(1)(b) to correct a typographical error as shown below.

- (b) Total area of the property and each existing and proposed zoning district~~ed~~ in square feet or acres;

#28 INSTRUCTION: Revise subsection 8101.3.E(6) to add new subsection (a) and re-letter the subsequent subsections. Add new subsection 8101.3.E(9), and renumber the subsequent subsections.

(6) Home-Based Business

- (a) The plat information required by subsections 8101.3.B(1) through 8101.3B(11), 8101.3.B(13), and 8101.3.B(14).

(9) Increase in Height or Cumulative Square Footage of a Freestanding Accessory Structure

- (a) The plat information required by subsections 8101.3.B(1) through B(9), B(11), B(13), B(14), B(17), B(20), and the following:
1. The location of parking spaces, indicating the minimum distance from the nearest property line;
 2. The location, type, and height of any existing and proposed landscaping and screening; and

- 1 3. A calculation on the plat showing the percentage of the required rear setback that
2 is covered with any accessory use and structure in accordance with subsection
3 4102.7.A(5).
4 (b) Architectural depictions of the proposed structure as viewed from all lot lines and
5 street lines that includes building materials, roof type, window treatment, and any
6 associated landscaping and screening.

7
8 **#29 INSTRUCTION:** Edit subsection 8101.4.A(1) so “Relationship of applicant to property owner;”
9 becomes new 8101.4.A(2) and renumber the subsequent subsections.

10
11 **A. Minor Site Plans**

12 Minor site plans must include the following:

- 13 (1) Name of applicant/firm and address; ~~relationship of applicant to property owner;~~
14 (2) Relationship of applicant to property owner;

15
16 **#30 INSTRUCTION:** Add “Accessory Uses and” to the heading row titled “Other Special Exceptions” in
17 Table 8102.1: Fee Schedule.

18
19
20 **#31 INSTRUCTION:** Revise subsection 9100.2 as shown below.

- 21
22 2. The words ‘must’ and ‘shall’ are mandatory and ‘may not’ indicates a prohibition.

23
24 **#32 INSTRUCTION:** Revise the definition of commercial vehicle in Section 9102, as shown below.

25
26 **Commercial Vehicle**

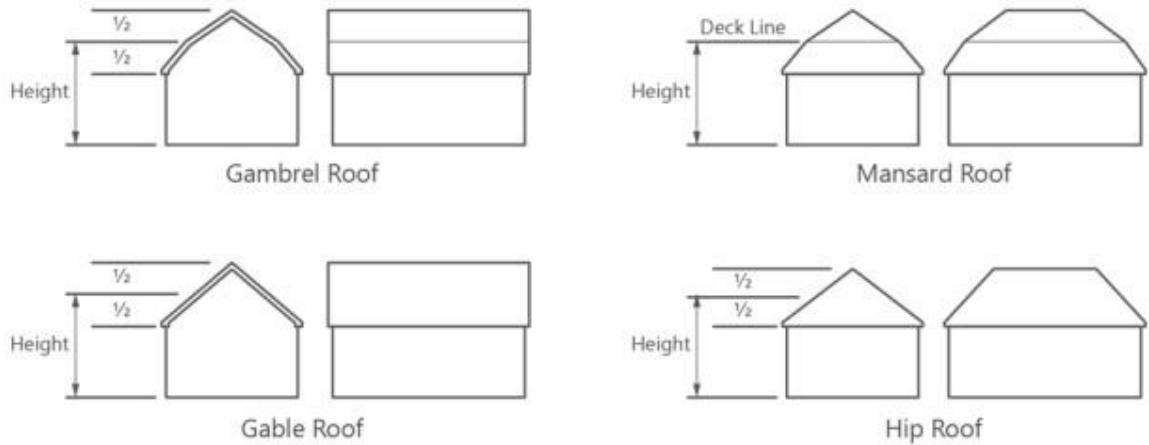
27 A vehicle which bears or displays indicators that the vehicle is designed or used for commercial
28 purposes, including but not limited to box trucks, step vans, or vehicles specifically designed to
29 carry tools or specialized equipment, regardless of capacity, or which is licensed as a ‘for hire’
30 vehicle. For the purpose of this Ordinance, commercial vehicles do not include: (1) vehicles
31 operated by a public agency except those vehicles set forth in subsection 4102.1.B(2); (2) farm
32 vehicles or equipment located on property used for agricultural purposes; (3) motor homes,
33 camping trailers, boats, boat trailers, horse trailers, or similar recreational equipment
34 recognized as personal property and not for hire; (4) vehicles actively providing delivery, repair,
35 or moving services; (5) public or private vehicles used exclusively for the transportation of
36 persons to and from a school, religious assembly, or related activities; (6) and vehicles primarily
37 used for the non-commercial transport of passengers which may display Virginia Department of
38 Motor Vehicles issued transportation network company identifications or other small emblems
39 and do not include any other commercial indicators.

40
41 **#33 INSTRUCTION:** Revise the definition of building height and the title of Figure 9102.1 in Section
 9102, as shown below.

Height, Building

For principal buildings, the vertical distance to the highest point of the roof for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and the ridge for gable, hip, and gambrel roofs measured from the curb level if the building is not more than ten feet from the front lot line, or from the grade in all other cases.

Figure 9102.1: Height Measurement by Roof Type for Principal Buildings



#34 INSTRUCTION: Revise the definition of setback in Section 9102, as shown below.

Setback

The minimum distance a building or structure must be separated from the lot lines and public streets. Setbacks are specified as front, side, and rear, and are located within the corresponding yards.

#35 INSTRUCTION: Revise the definition of substantial conformance in Section 9102, as shown below.

Substantial Conformance

Substantial conformance is as determined by the Zoning Administrator upon consideration of the record. Substantial conformance allows and means that conformance that leaves a reasonable margin for minor modification provided that the modification is:

1. Consistent with and does not materially alter the character of the approved development including the uses, layout, and relationship to adjacent properties depicted on the approved special permit plat, special exception plat, conceptual development plan, final development plan, development plan, or proffered generalized or development plan;
2. Consistent with any proffered or imposed conditions that govern development of the site; and
3. In accordance with the requirements of this Ordinance.

#36 INSTRUCTION: Revise the definition of zoning compliance letter in Section 9102, as shown below.

Zoning Compliance Letter

A letter by the Zoning Administrator or agent that provides the applicable zoning of a lot, to include: (1) any approved proffered conditions, development conditions, or other zoning approvals; (2) whether any existing development on a lot is in accordance with the Zoning Ordinance; ~~and~~ (3) whether there are any pending zoning applications or zoning violations on a lot; and (4) Residential or Nonresidential Use Permits, if requested. For the purpose of this Ordinance, a request for a determination under subsection 5100.2.J ~~or for a Residential or Nonresidential Use Permit~~ is not deemed a zoning compliance letter.

#37 INSTRUCTION: Revise the definition of group residential facility in Section 9103, as shown below.

Group Residential Facility

A residential facility, with one or more resident or nonresident staff persons, in which no more than: (a) eight mentally ill, intellectually disabled, or developmentally disabled persons reside, and the facility is licensed by the Virginia Department of Behavioral Health and Developmental Services; or (b) eight persons who are aged, infirm, or disabled reside and the facility is licensed by the Virginia Department of Social Services; or (c) eight persons with disabilities reside. The terms mentally ill, intellectually disabled, developmentally disabled, or persons with disabilities do not include current illegal use or addiction to a controlled substance as defined in Va. Code Sect. 54.1-3401 or as defined in Sect. 102 of the Controlled Substance Act (21 U.S.C. 802). A group residential facility is considered residential occupancy by a single household under this Ordinance in accordance with Va. Code Sect. 15.2-2291. A group residential facility does not include a group household, an assisted living facility, or a dwelling unit. A group residential facility also does not include, ~~or~~ a facility for more than four persons who do not meet the criteria set forth above or for more than eight disabled, mentally ill, intellectually disabled, or developmentally disabled persons, which is deemed a congregate living facility.

#38 INSTRUCTION: Revise the definition of office in Section 9103, as shown below.

Office

A building or portion of a building used for ~~the~~ professional, executive, management, financial, research, or administrative business or activities of commercial entities. An office may also include an artist's studio, research and experimentation in a laboratory, and medical or dental services.

1
2
3
4
5
6

#39 INSTRUCTION: Delete “Index of Amendments and” from the title of Appendix 1.

**APPENDIX 1 - ~~INDEX OF AMENDMENTS~~
~~AND~~ PROVISIONS RELATING TO PREVIOUS
APPROVALS**

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 10

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Forrester Boulevard (Braddock and Springfield Districts)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Forrester Boulevard, between Rolling Road and Carrleigh Parkway (Braddock and Springfield Districts)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Forrester Boulevard, between Rolling Road and Carrleigh Parkway (Braddock and Springfield Districts), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On October 28, 2021, FCDOT received verification from the Springfield District Supervisor’s office, with acknowledgement from the Braddock District Office, confirming community support.

Board Agenda Item
December 7, 2021

FISCAL IMPACT:

For the "\$200 Additional Fine for Speeding" signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: "\$200 Additional Fine for Speeding" Signs Resolution – Forrester Boulevard

Attachment II: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Forrester Boulevard

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
FORRESTER BOULEVARD
BRADDOCK AND SPRINGFIELD DISTRICTS

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Forrester Boulevard from Rolling Road to Carrleigh Parkway. Such road also being identified as a Major Collector Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Forrester Boulevard.

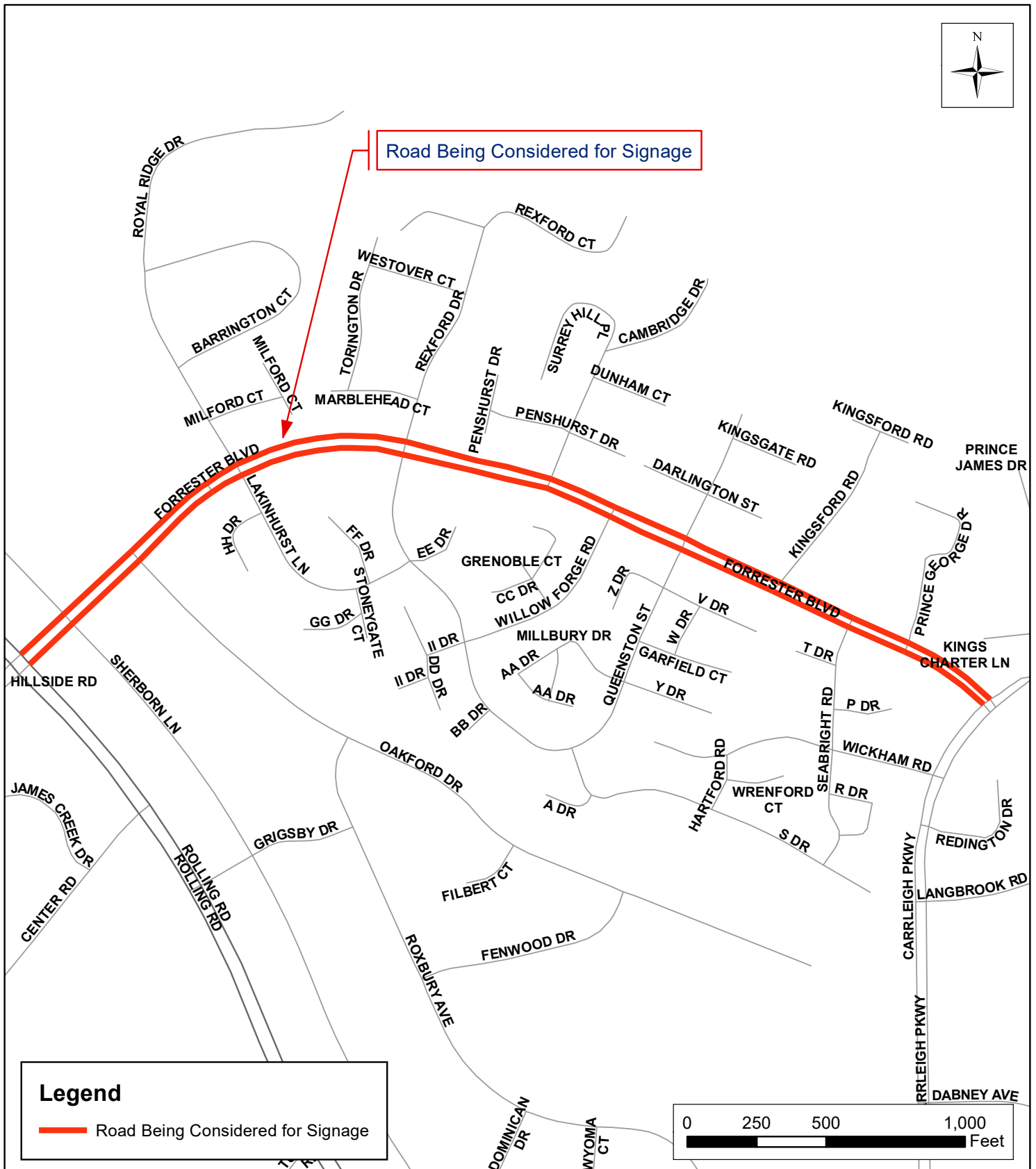
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Forrester Boulevard from Rolling Road to Carrleigh Parkway.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 7th day of December, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 79-1, 79-3

October 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Forrester Boulevard
Braddock and Springfield District**



ADMINISTRATIVE - 11

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Pole Road (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Pole Road (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” signs as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

On September 28, 2021, FCDOT received verification from the Mount Vernon District Supervisor’s Office confirming community support for two “Watch for Children” signs on Pole Road.

FISCAL IMPACT:

Funding in the amount of \$500 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
December 7, 2021

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

ADMINISTRATIVE - 12

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Pole Road (Mount Vernon District)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Pole Road, between Jeff Todd Way and Frye Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Pole Road, between Jeff Todd Way and Frye Road (Mount Vernon District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On November 8, 2021, FCDOT received verification from the Mount Vernon District Supervisor’s office confirming community support.

Board Agenda Item
December 7, 2021

FISCAL IMPACT:

For the “\$200 Additional Fine for Speeding” signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Pole Road

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Pole Road

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
POLE ROAD
MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Pole Road from Jeff Todd Way to Frye Road. Such road also being identified as a Major Collector Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Pole Road.

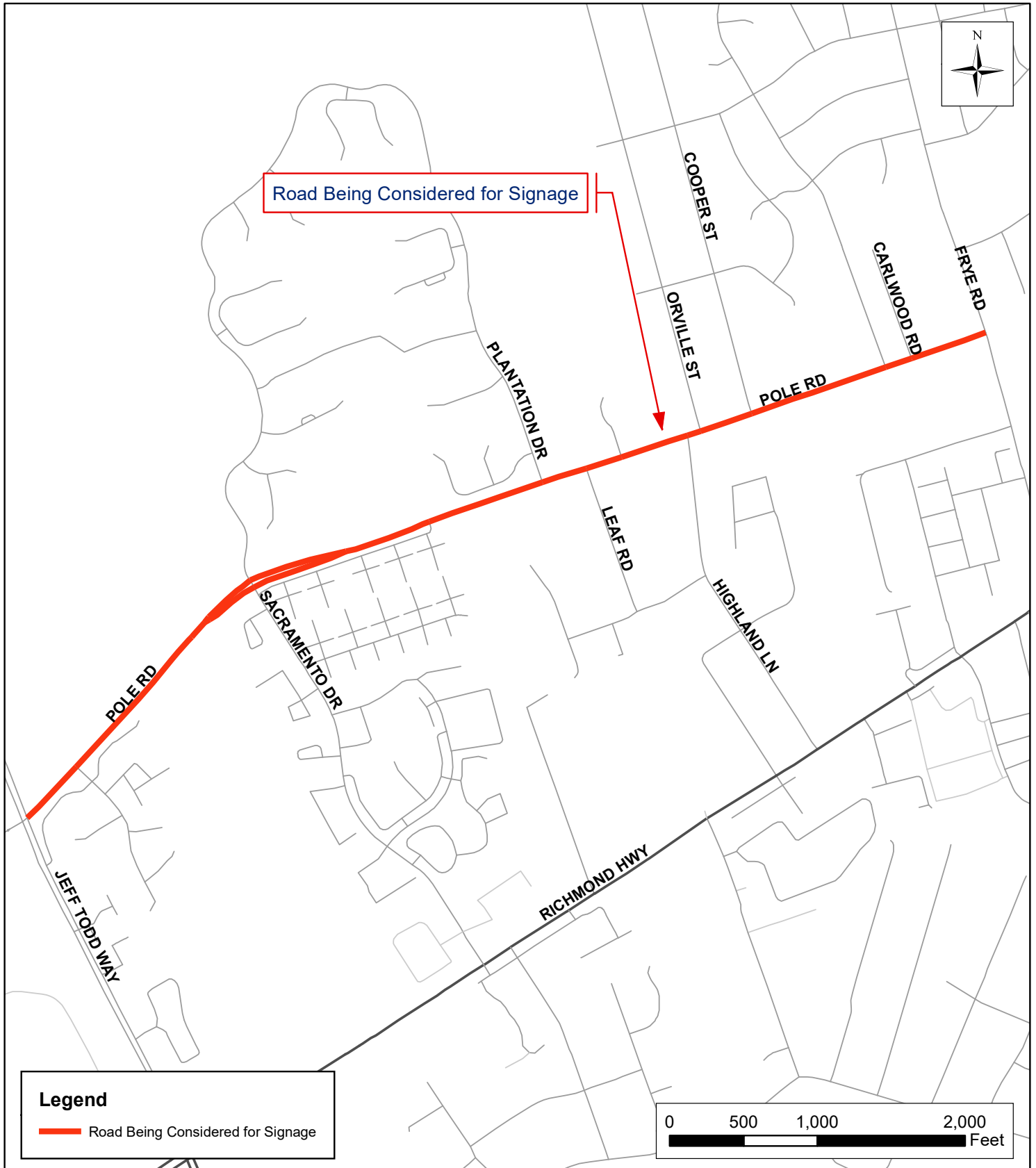
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Pole Road from Jeff Todd Way to Frye Road.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 7th day of December, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 100-2, 100-4, 101-1, 101-3, 109-2, 110-1

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Pole Road
Mount Vernon District**

October 2021



ADMINISTRATIVE - 13

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – South Park Circle (Springfield District)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- South Park Circle (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

South Park Circle (Springfield District) meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” Signs. On October 22, 2021, FCDOT received verification from the Springfield District Supervisor’s office confirming community support.

Board Agenda Item
December 7, 2021

FISCAL IMPACT:

For the “\$200 Additional Fine for Speeding” signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – South Park Circle
Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – South Park Circle

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
SOUTH PARK CIRCLE
SPRINGFIELD DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on South Park Circle. Such road also being identified as a Local Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on South Park Circle.

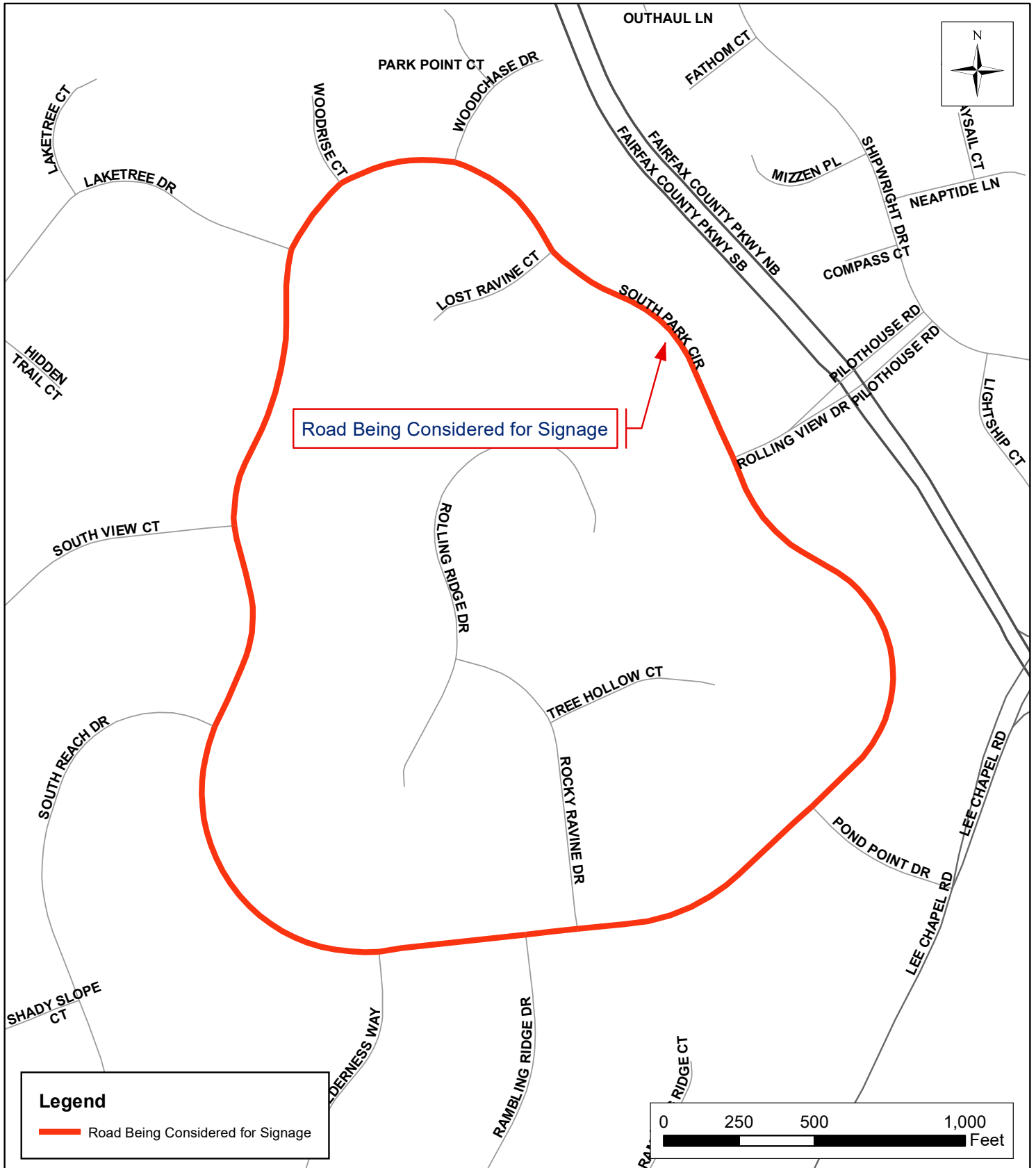
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for South Park Circle.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 7th day of December, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 88-3

October 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
South Park Circle
Springfield District**



ADMINISTRATIVE - 14

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Ridgelea Drive (Mason District)

ISSUE:

Board endorsement of “\$200 Additional Fine for Speeding” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Ridgelea Drive between the Little River Turnpike Service Road and the terminus of Ridgelea Drive (Mason District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request VDOT to schedule the installation of the approved “\$200 Additional Fine for Speeding” signs (Attachment II) as soon as possible.

TIMING:

Board action is requested on December 7, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

Section 46.2-878.2 of the Code of Virginia permits a maximum fine of \$200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less and must be shown to have an existing speeding problem. To determine that a speeding problem exists, staff performs an engineering review to ascertain that certain speed and volume criteria are met.

Ridgelea Drive, between the Little River Turnpike Service Road and the terminus of Ridgelea Drive (Mason District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On October 27, 2021, FCDOT received verification from the Mason District Supervisor’s office confirming community support.

Board Agenda Item
December 7, 2021

FISCAL IMPACT:

For the “\$200 Additional Fine for Speeding” signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Ridgelea Drive

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Ridgelea Drive

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
RIDGELEA DRIVE
MASON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-878.2 of the *Code of Virginia* enables the Board of Supervisors to request by resolution signs alerting motorists of enhanced penalties for speeding on residential roads; and

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Ridgelea Drive from the Little River Turnpike Service Road to the terminus of Ridgelea Drive. Such road also being identified as a Local Road; and

WHEREAS, community support has been verified for the installation of "\$200 Additional Fine for Speeding" signs on Ridgelea Drive.

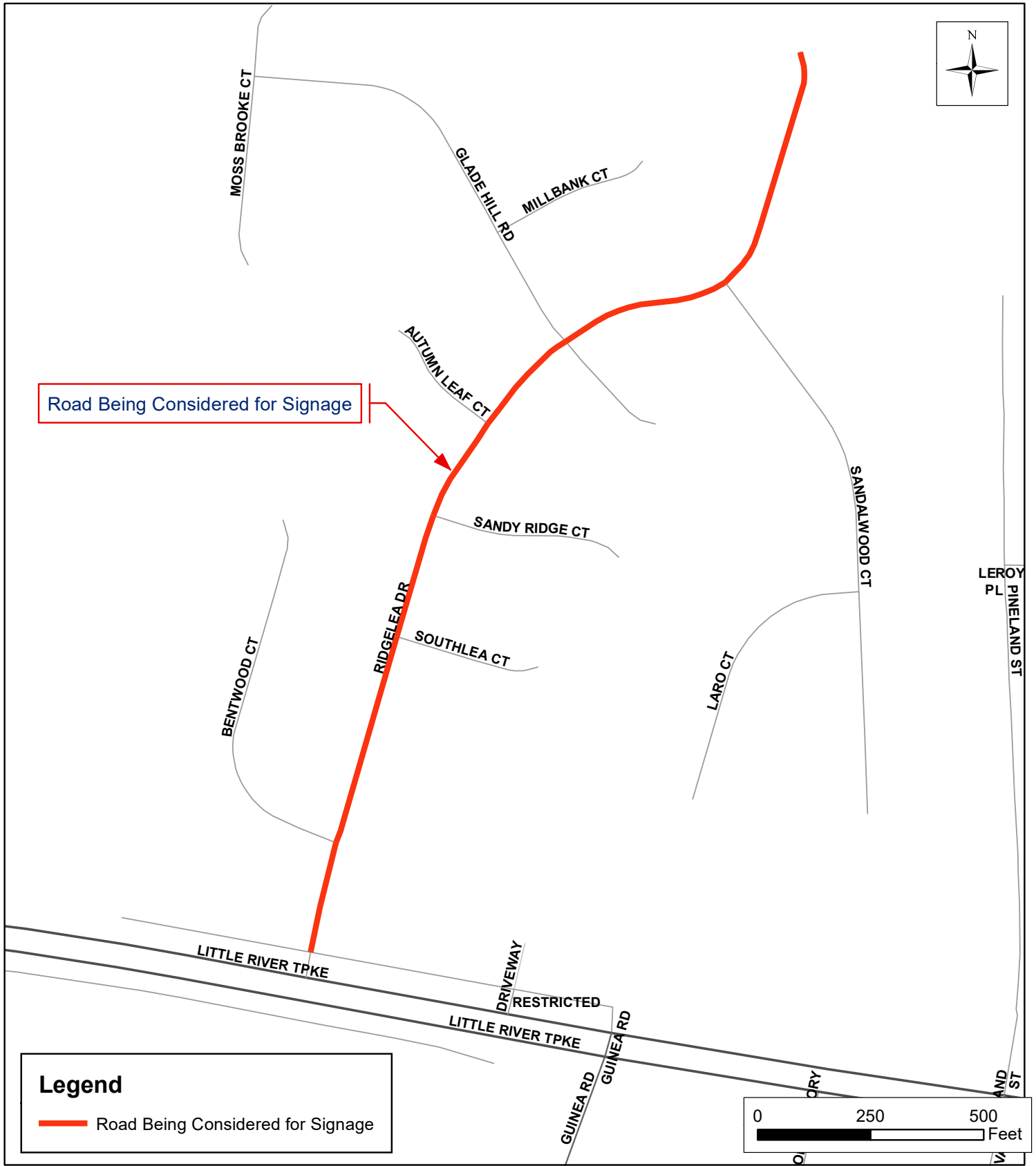
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Ridgelea Drive from the Little River Turnpike Service Road to the terminus of Ridgelea Drive.

AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "\$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 7th day of December, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 58-4, 59-3

October 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Ridgelea Drive
Mason District**



ADMINISTRATIVE - 15

Extension of Review Period for 2232 Application (Sully 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: 2232-2021-SU-00023.

TIMING:

Board action is required by January 11, 2022, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

Subsection B of Section 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." The need for the full time of an extension may not be necessary and is not intended to set a date for final action.

PROJECT DESCRIPTION:

Dominion Energy proposes to construct an electrical substation to serve the surrounding area and a future data center adjacent to the site.

The review period for the following application should be extended:

2232-2021-SU-00023	Dominion Energy Lincoln Park Substation Tax Map No. 24-4 ((1)) 6B5 13600 EDS Dr Herndon, VA Sully District Submitted November 12, 2021 Extended to May 12, 2022
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Board Agenda Item
December 7, 2021

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)

Salem Bush, Planner, Facilities Planning Branch, Planning Division, (DPD)

ADMINISTRATIVE - 16

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon Portions of McWhorter Place and Markham Street (Mason District)

ISSUE:

Authorization of a public hearing on a proposal to vacate and abandon portions of McWhorter Place and Markham Street.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 7, 2021, to provide sufficient time to advertise the public hearing for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Christopher Land, LLC, is requesting that portions of McWhorter Place and Markham Street be vacated under §15.2-2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The applicant is seeking this request pursuant to Proffer 31 of the Approved Rezoning Application RZ/FDP 2019-MA-018. This request is consistent with the Comprehensive Plan and will facilitate the realignment of McWhorter Place and Markham Street.

The subject portion of McWhorter Place, west of the intersection with Markham Street, is currently built and is part of the State Secondary System. The subject portion of Markham Street at the intersection with McWhorter Place is currently built and part of the State Secondary System. McWhorter Place and Markham Street were originally dedicated for public street purposes as "Outlet Road" in 1946 (Deed Book 498 Page 250). The Christopher Land, LLC, Approved Rezoning Application (RZ/FDP 2019-MA-018) will use the subject area of McWhorter Place as part of their townhome development. The Christopher Land, LLC, Application will also be constructing the new alignment of Markham Street near the subject area of the proposed vacated Markham Street. Following the vacation and abandonment of the subject right-of-way, private ownership of the land would be held by the adjacent landowners.

Board Agenda Item
December 7, 2021

Traffic Circulation and Access

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

Easements

The project manager has certified that all easement requirements for the project have been met.

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter
Attachment II: Notice of Intent to Abandon & Vacate
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation and Abandonment Plat
Attachment VII: Vicinity Map
Attachment VIII: Site Plan Excerpt Showing Future Alignment
Attachment IX: Proffer Excerpt

STAFF:

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

Board Agenda Item
December 7, 2021

ASSIGNED COUNSEL:

Pamela K. Peltó, Assistant County Attorney
F. Hayden Coddington, Assistant County Attorney



November 4, 2020

LETTER of REQUEST AND JUSTIFICATION

Pursuant to Proffer 31 of Approved Rezoning Application RZ/FDP 2019-MA-018, Christopher Land, LLC (The “Applicant”) hereby requests right-of-way vacation and abandonment of approximately 18,430 square feet of McWhorter Place and Markham Street as shown on the November 4, 2020 Plat prepared by Urban, Ltd. and entitled “Plat showing Vacation and Abandonment of a Portion of McWhorter Place VA State Route #757 and Markham Street VA State Route #756”.

This request is consistent with the referenced rezoning and will facilitate the construction of the Comprehensive Plan recommendations of realignment of Markham Street and McWhorter Place.

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

McWhorter Place and Markham Street

**Mason District,
Fairfax County, Virginia**

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 25, 2022, at 4:00 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat of McWhorter Place and Markham Street and Virginia Code Ann. § 33.2-909 abandoning a part of the same plat of McWhorter Place and Markham Street, recorded in Deed Book 498 at Page 250, Deed Book 4352 at Page 256 and Deed Book 6132 at Page 1700, containing approximately 18,430 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

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

MASON DISTRICT.

§ 15.2-2272(2)

ORDER OF ABANDONMENT

McWhorter Place and Markham Street

MASON DISTRICT
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 25th day of January, 2022, it was duly moved and seconded that:

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

WHEREFORE, BE IT ORDERED:

That McWhorter Place and Markham Street, containing approximately 18,430 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public roads pursuant to Virginia Code §33.2-909.

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§33.2-909

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

McWhorter Place and Markham Street

Mason District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on January 25, 2022, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of McWhorter Place and Markham Street, recorded in Deed Book 498 at Page 250, Deed Book 4352 at Page 256 and Deed Book 6132 at Page 1700, containing approximately 18,430 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)



**Overall Description of Area of Vacation and Abandonment of Portions
Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with the northerly right-of-way line of said McWhorter Place;

South 71°46'26" East a distance of 64.89 feet to a point;

84.13 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing South 81°36'06" East a distance of 59.15 feet to a point;

18.46 feet along the arc of a reverse curve to the left having a radius of 15.00 feet and subtended by a chord bearing South 36°31'05" East a distance of 17.32 feet to a point;

South 71°46'26" East a distance of 188.70 feet to a point;

38.11 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 64°33'22" East a distance of 34.53 feet to a point on the easterly line of the land of Kyeong R. Ko, as recorded in Deed Book 11644 at Page 1375 among the land records of Fairfax County, Virginia; Said point also being on the westerly right-of-way line of Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Kyeong R. Ko;

North 20°53'10" East a distance of 22.07 feet to a point; Thence departing the land of said Kyeong R. Ko and running through the right-of-way of said Markham Street;

South 69°21'36" East a distance of 43.73 feet to a point;

9.62 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South 19°08'15" East a distance of 9.62 feet to a point on the westerly line of the land of Board of Supervisors of Fairfax County, Virginia, as recorded in Deed Book 21065 at Page 1009 among the land records of Fairfax County, Virginia; Thence running with the land of said Board of Supervisors of Fairfax County, Virginia;;



South 20°50'16" West a distance of 36.17 feet to a point;

South 71°49'20" East a distance of 37.64 feet to a point; Thence departing the land of said Board of Supervisors of Fairfax County, Virginia and running through the right-of-way of said McWhorter Place;

43.90 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South 38°31'03" East a distance of 43.83 feet to a point;

South 18°08'38" West a distance of 5.73 feet to a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of said McWhorter Place; Thence running with the southerly right-of-way line of said McWhorter Place;

North 71°51'22" West a distance of 85.00 feet to a point;

South 18°08'38" West a distance of 10.00 feet to a point;

North 71°51'22" West a distance of 95.00 feet to a point;

North 18°08'38" East a distance of 10.00 feet to a point;

North 71°51'22" West a distance of 296.05 feet to a point on the northwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036) and running through the right-of-way of said McWhorter Place;

North 22°09'34" East a distance of 15.05 feet to a point;

North 21°18'04" East a distance of 15.05 feet to the point of beginning and containing an area of 18,430 square feet or 0.4231 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
To the Land Of
Kyeong R. Ko
Tax Map 071-1-01-0030
Deed Book 11644 Page 1375
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Kyeong R. Ko as recorded in Deed Book 11644 at Page 1375 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Kyeong R. Ko;

South 71°46'26" East a distance of 71.13 feet to a point;

38.11 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 64°33'22" East a distance of 34.53 feet to a point on the westerly right-of-way line of Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence departing the northerly right-of-way line of said McWhorter Place and running with the westerly right-of-way line of said Markham Street;

North 20°53'10" East a distance of 22.07 feet to a point; Thence departing the westerly right-of-way line of said Markham Street and running through said Markham Street;

South 69°21'36" East a distance of 24.96 feet to a point;

South 20°53'10" West a distance of 59.70 feet to a point within the right-of-way of said McWhorter Place; Thence running through the right-of-way of said McWhorter Place;

North 71°48'54" West a distance of 119.28 feet to a point;

North 18°08'38" East a distance of 14.89 feet to the point of beginning and containing an area of 3,031 square feet or 0.0696 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0031
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031);

South 71°46'26" East a distance of 85.00 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031) and running through the right-of-way of said McWhorter Place;

South 18°08'38" West a distance of 14.89 feet to a point;

North 71°48'54" West a distance of 85.00 feet to a point;

North 18°07'46" East a distance of 14.95 feet to the point of beginning and containing an area of 1,268 square feet or 0.0291 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0032
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032);

35.53 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing South 35°11'26" East a distance of 33.49 feet to a point;

18.46 feet along the arc of a reverse curve to the left having a radius of 15.00 feet and subtended by a chord bearing South 36°31'05" East a distance of 17.32 feet to a point;

South 71°46'26" East a distance of 32.57 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032) and running through the right-of-way of said McWhorter Place;

South 18°07'46" West a distance of 14.95 feet to a point;

North 71°48'54" West a distance of 73.55 feet to a point;

North 18°07'45" East a distance of 44.98 feet to the point of beginning and containing an area of 1,792 square feet or 0.0411 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0033
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033);

South 71°46'26" East a distance of 64.89 feet to a point;

48.60 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing North 64°28'11" East a distance of 43.46 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033) and running through the right-of-way of said McWhorter Place;

South 18°07'45" West a distance of 44.98 feet to a point;

North 71°50'16" West a distance of 97.16 feet to a point;

North 21°18'04" East a distance of 15.05 feet to the point of beginning and containing an area of 2,200 square feet or 0.0505 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0036
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036);

North 71°51'22" West a distance of 71.05 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036) and running through the right-of-way of said McWhorter Place:

North 22°09'34" East a distance of 15.05 feet to a point;

South 71°50'16" East a distance of 70.00 feet to a point;

South 18°09'44" West a distance of 14.99 feet to the point of beginning and containing an area of 1,058 square feet or 0.0243 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0037
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037);

North 71°51'22" West a distance of 75.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037) and running through the right-of-way of said McWhorter Place:

North 18°09'44" East a distance of 14.99 feet to a point;

South 71°50'16" East a distance of 75.02 feet to a point;

South 18°13'34" West a distance of 14.97 feet to the point of beginning and containing an area of 1,124 square feet or 0.0258 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0038A
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A);

North 71°51'22" West a distance of 95.00 feet to a point;

North 18°08'38" East a distance of 10.00 feet to a point;

North 71°51'22" West a distance of 150.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A) and running through the right-of-way of said McWhorter Place;

North 18°13'34" East a distance of 14.97 feet to a point;

South 71°48'54" East a distance of 244.99 feet to a point;

South 18°11'06" West a distance of 14.79 feet to a point on the northwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041);

South 18°08'38" West a distance of 10.00 feet to the point of beginning and containing an area of 4,595 square feet or 0.1055 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
To the Land Of
Christopher at the Townes at Little River Crossing LLC
Tax Map 071-1-01-0041
Deed Book _____ Page _____
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book _____ at Page _____ among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041);

North 71°51'22" West a distance of 85.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041) and running through the rights-of-way of said McWhorter Place and Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia;

North 18°11'06" East a distance of 14.79 feet to a point;

North 71°48'54" West a distance of 15.02 feet to a point;

North 20°53'10" East a distance of 59.70 feet to a point;

South 69°21'36" East a distance of 18.77 feet to a point;

9.62 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South 19°08'15" East a distance of 9.62 feet to a point on the westerly line of the land of Board of Supervisors of Fairfax County, Virginia, as recorded in Deed Book 21065 at Page 1009 among the land records of Fairfax County, Virginia; Thence running with the land of said Board of Supervisors of Fairfax County, Virginia;

South 20°50'16" West a distance of 36.17 feet to a point;



South $71^{\circ}49'20''$ East a distance of 37.64 feet to a point; Thence departing the land of said Board of Supervisors of Fairfax County, Virginia and running through the right-of-way of said McWhorter Place;

43.90 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South $38^{\circ}31'03''$ East a distance of 43.83 feet to a point;

South $18^{\circ}08'38''$ West a distance of 5.73 feet to the point of beginning and containing an area of 3,362 square feet or 0.0772 acres, more or less.

NOTES

1. THE PROPERTIES DELINEATED HEREON ARE LOCATED ON FAIRFAX COUNTY, VIRGINIA TAX MAP NUMBERS 071-1-01-0031, 071-1-01-0032, 071-1-01-0033, 071-1-01-0036, 071-1-01-0037, 071-1-01-0038A, 071-1-01-0041 AND 071-1-01-0030 AND ARE ALL CURRENTLY ZONED C-3 (OFFICE).
2. SURVEYED PROPERTIES ARE IN THE NAME OF CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSING LLC, AS RECORDED IN DEED BOOK _____ AT PAGE _____, AND KYEONG R. KO, AS RECORDED IN DEED BOOK 11644 AT PAGE 1375, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. THE PROPERTIES SHOWN HEREON ARE LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 51059C0280E, EFFECTIVE DATE SEPTEMBER 17, 2010.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	38.11'	87°20'24"	S64°33'22"W	34.53'	23.87'
C2	15.00'	18.46'	70°30'43"	N36°31'05"W	17.32'	10.60'
C3	30.00'	84.13'	160°40'46"	N81°36'06"W	59.15'	176.24'
C4	230.14'	43.90'	10°55'46"	N38°31'03"W	43.83'	22.02'
C5	230.14'	9.62'	2°23'43"	N19°08'15"W	9.62'	4.81'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S18°08'38"W	10.00'
L2	N18°08'38"E	10.00'
L3	N18°08'38"E	5.73'
L4	N18°11'06"E	14.79'
L5	N71°48'54"W	15.02'
L6	N20°53'10"E	59.70'
L7	N71°48'54"W	119.28'
L8	N18°08'38"E	14.89'
L9	N71°48'54"W	85.00'
L10	N18°07'46"E	14.95'
L11	N71°48'54"W	73.55'
L12	N18°07'45"E	44.98'
L13	N71°50'16"W	97.16'
L14	S71°50'16"E	70.00'
L15	S18°09'44"W	14.99'
L16	S71°50'16"E	75.02'
L17	S18°13'34"W	14.97'
L18	S71°48'54"E	244.99'

AREA TABULATION

AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0030	3,031 S.F.	OR	0.0696 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0031	1,268 S.F.	OR	0.0291 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0032	1,792 S.F.	OR	0.0411 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0033	2,200 S.F.	OR	0.0505 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0036	1,058 S.F.	OR	0.0243 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0037	1,124 S.F.	OR	0.0258 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0038A	4,595 S.F.	OR	0.1055 ACRES
AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0041	3,362 S.F.	OR	0.0772 ACRES

TOTAL AREA OF VACATION AND ABANDONMENT 18,430 S.F. OR 0.4231 ACRES

BEGINNING AREA OF T.M. 071-1-01-0030 13,899 S.F. OR 0.3191 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0030 3,030 S.F. OR 0.0696 ACRES

ENDING AREA OF T.M. 071-1-01-0030 16,929 S.F. OR 0.3887 ACRES

BEGINNING AREA OF T.M. 071-1-01-0031 12,544 S.F. OR 0.2880 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0031 1,268 S.F. OR 0.0291 ACRES

ENDING AREA OF T.M. 071-1-01-0031 13,812 S.F. OR 0.3171 ACRES

BEGINNING AREA OF T.M. 071-1-01-0032 15,969 S.F. OR 0.3666 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0032 1,792 S.F. OR 0.0411 ACRES

ENDING AREA OF T.M. 071-1-01-0032 17,761 S.F. OR 0.4077 ACRES

BEGINNING AREA OF T.M. 071-1-01-0033 20,202 S.F. OR 0.4638 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0033 2,200 S.F. OR 0.0505 ACRES

ENDING AREA OF T.M. 071-1-01-0033 22,402 S.F. OR 0.5143 ACRES

BEGINNING AREA OF T.M. 071-1-01-0036 14,301 S.F. OR 0.3283 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0036 1,058 S.F. OR 0.0243 ACRES

ENDING AREA OF T.M. 071-1-01-0036 15,359 S.F. OR 0.3526 ACRES

BEGINNING AREA OF T.M. 071-1-01-0037 13,829 S.F. OR 0.3175 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0037 1,124 S.F. OR 0.0258 ACRES

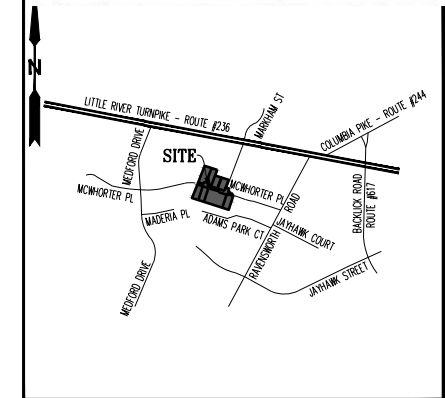
ENDING AREA OF T.M. 071-1-01-0037 14,953 S.F. OR 0.3433 ACRES

BEGINNING AREA OF T.M. 071-1-01-0038A 44,183 S.F. OR 1.0143 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0038A 4,595 S.F. OR 0.1055 ACRES

ENDING AREA OF T.M. 071-1-01-0038A 48,778 S.F. OR 1.1198 ACRES

BEGINNING AREA OF T.M. 071-1-01-0041 15,643 S.F. OR 0.3591 ACRES
 AREA OF VACATION AND ABANDONMENT TO T.M. 071-1-01-0041 3,362 S.F. OR 0.0772 ACRES

ENDING AREA OF T.M. 071-1-01-0041 19,005 S.F. OR 0.4363 ACRES

**VICINITY MAP**

SCALE: 1" = 1000'

PLAT SHOWING
 VACATION AND ABANDONMENT
 OF A PORTION OF
McWHORTER PLACE
 VA STATE ROUTE #757
 AND
MARKHAM STREET
 VA STATE ROUTE #756
 MASON DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: N/A DATE: NOVEMBER 4, 2020



CERTIFIED CORRECT:

KEVIN P. O'CONNOR

LS #1967



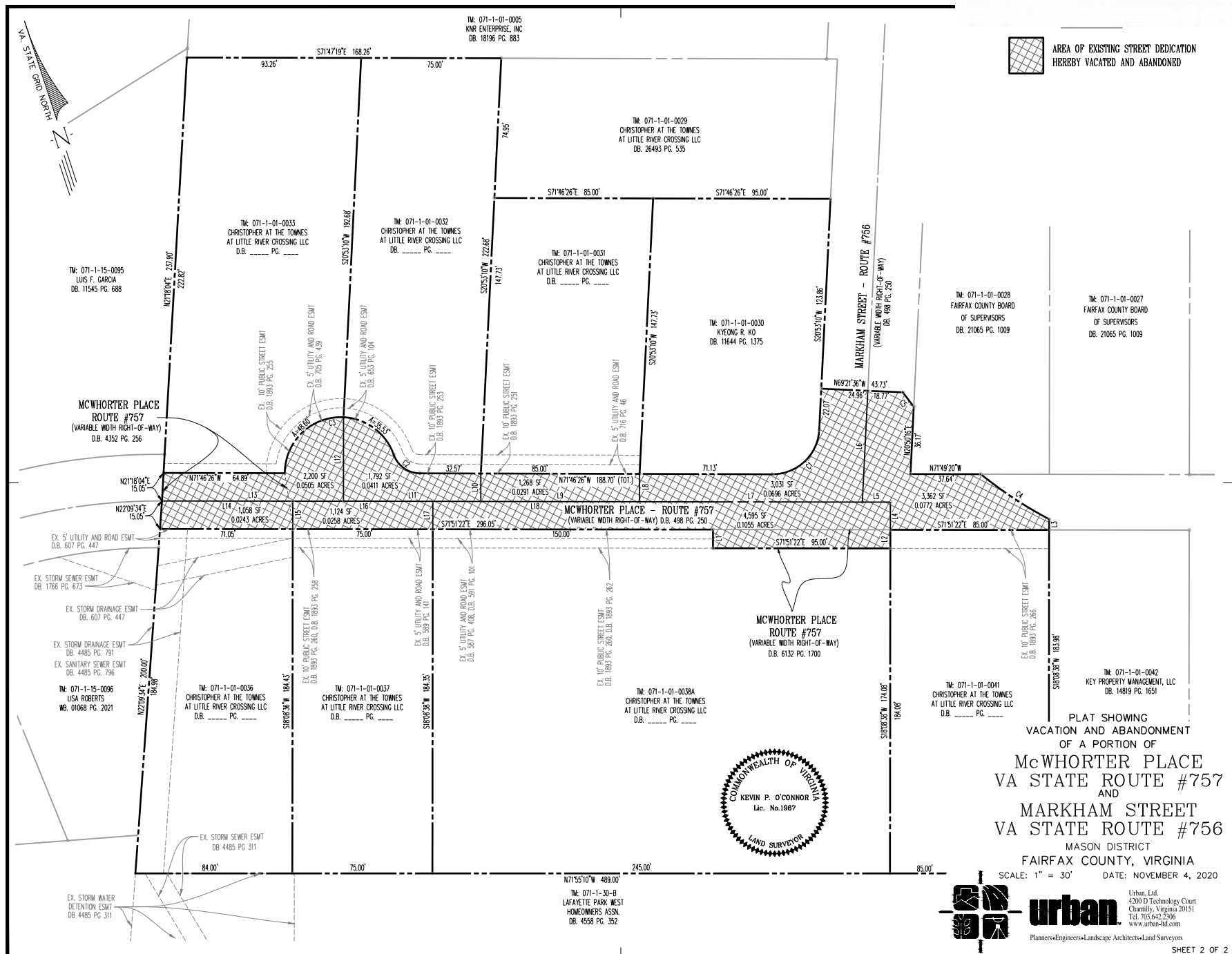
urban
 Planners•Engineers•Landscape Architects•Land Surveyors

Urban, Ltd.
 4200 D Technology Court
 Chantilly, Virginia 20151
 Tel. 703-642-2506
 www.urban-ld.com

SHEET 1 OF 2



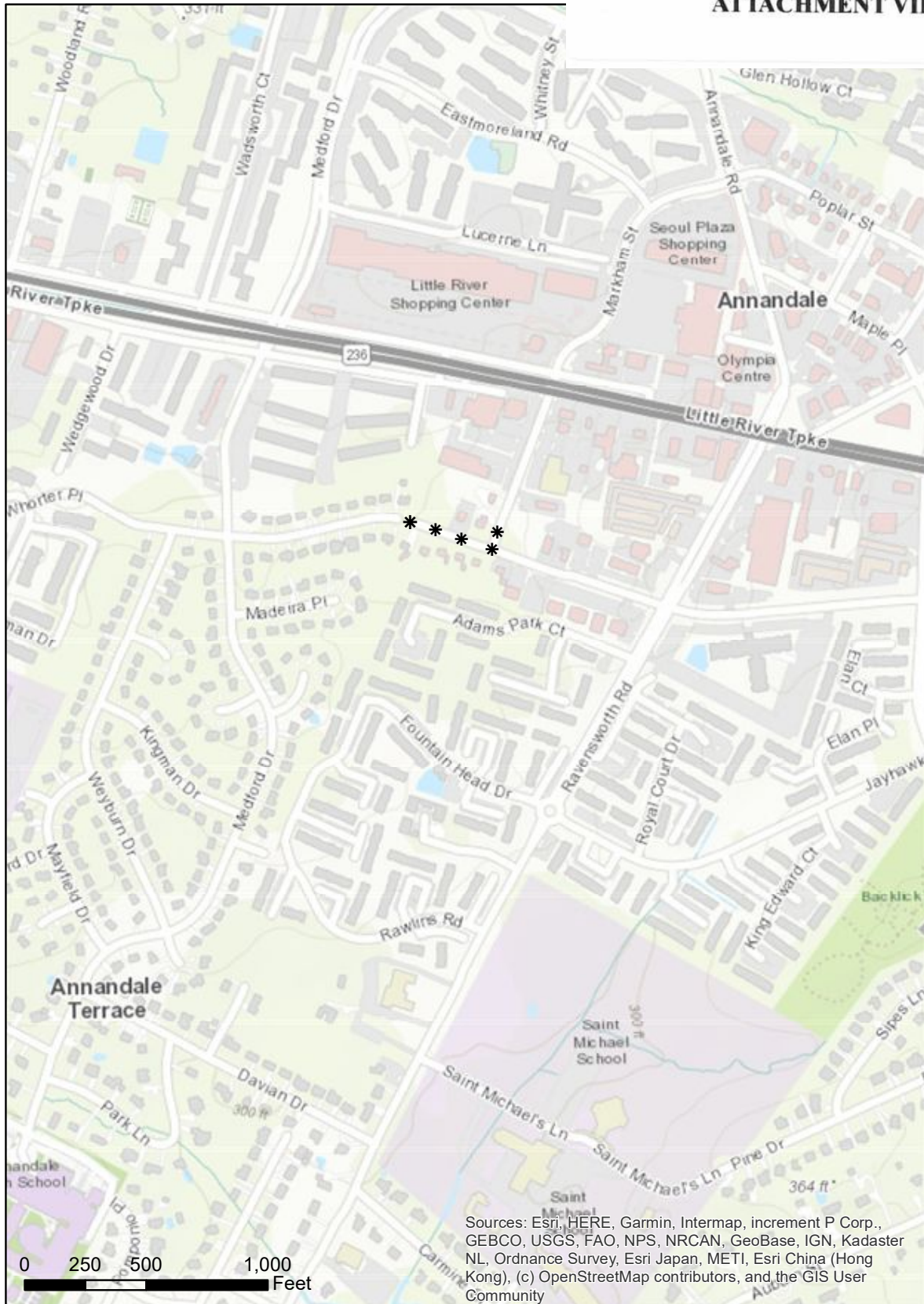
AREA OF EXISTING STREET DEDICATION
HEREBY VACATED AND ABANDONED



McWhorter Place & Markham Street Vacation and Abandonment

Mason District

ATTACHMENT VII

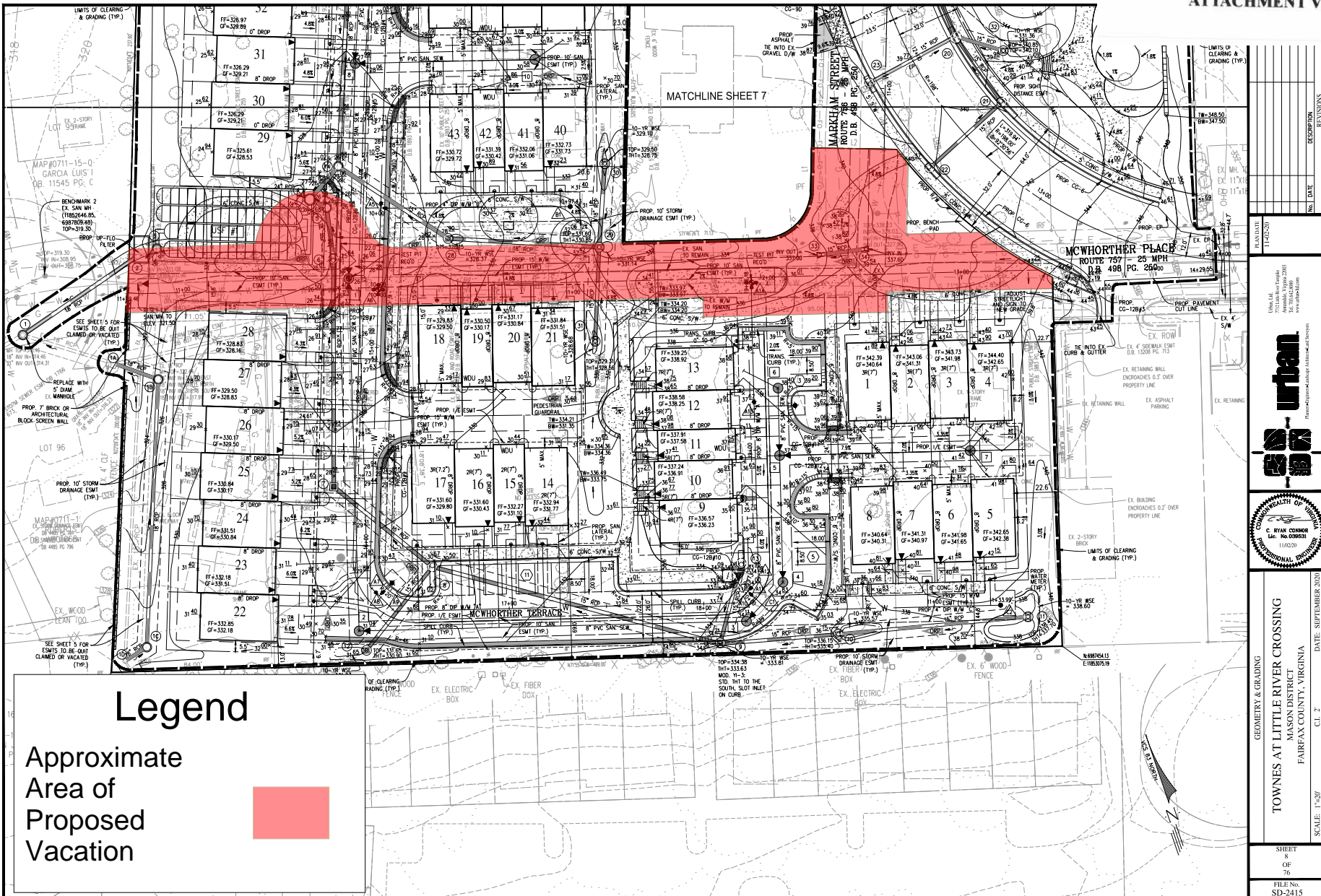


✱ Denotes Area to be Vacated and Abandoned

Tax Map 71-1

Approximate
Area of
Proposed
Vacation





PROFFER STATEMENT**July 20, 2020****RZ/FDP 2019-MA-018****Christopher Land, LLC**

Pursuant to Section 15.2-2303 (A), Code of Virginia (1950, as amended), and Section 18-204 of the Zoning Ordinance of Fairfax County (1978, as amended), the property owner and the Applicant for themselves and their successors and/or assigns (collectively referred to as the "Applicant") in this rezoning application proffer that the development of the parcel under consideration and shown on the Fairfax County Tax Map as Tax Map Reference 71-1-((1)) Parcels 29, 31, 32, 33, 36, 37 38A and 41 and part of 71-1-((1)) Parcel 28 and the public right-of-way on Markham Street and McWhorter Place owned by Fairfax County Board of Supervisors will be in accordance with the following conditions (the "Proffered Conditions"), if, and only if, said rezoning application RZ/FDP 2019-MA-018 for the PDH-12 Zoning Districts is granted by the Board of Supervisors of Fairfax County, Virginia (the "Board"). In the event that the Proposed Development is denied, these Proffers will be immediately null and void and will have no force or effect on the Property.

These Proffered Conditions bind the future development of the Property unless modified, waived or rescinded in the future by the Board, in accordance with applicable County and State statutory procedures.

The Proffered Conditions are:

I. GENERAL

1. Substantial Conformance. Subject to the provisions of Article 16 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance"), the Proposed Development of the Property must be in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), titled "McWhorter Place," prepared by Urban Ltd, consisting of twenty (20) sheets, dated July 16, 2019, and revised June 26, 2020.
2. Architectural Design. The building elevations shown on Sheet 7 and 7A of the CDP/FDP are provided to illustrate the architectural theme and design intent of the residential dwellings. While modifications may be made, the final design of the proposed dwellings must substantially conform to the character and quality of these illustrative elevations, including the color, type and proportion of building materials shown in the illustrative elevations. The primary building materials must be a combination of brick, stone and siding supplemented with trim and detail features. The Applicant commits to stone or brick water table as standard on the front elevation of all lots and on the sides of lots 1, 4, 8,9, 13, 14,17, 18, 21, 28,29 36 and 43, with water table defined as 24" above grade, vinyl,

installation of trees and must provide an opportunity for UFMD staff to verify conformance with these requirements.

XIV. TRANSPORTATION.

26. Private Streets. A portion of this proposed project must be served by private street that must be maintained by the future homeowners of this project. The Applicant must disclose this to a future homeowner and a replacement reserve must be required as part of the HOA dues of this Property. The Applicant must contribute \$43,000 towards the private street reserve. This contribution must be made to the HOA prior to the Applicant's request for bond release.
27. Crosswalk. The Applicant will submit a crosswalk justification to VDOT and FCDOT, prior to the first RUP for the Property. If approved by VDOT, the Applicant must install a crosswalk and warning sign from the subject property to the community park at a location deemed acceptable by VDOT.
28. Sidewalk and Public Access Easement. The Applicant must provide a comprehensive sidewalk system within the Property as generally shown on Sheet 5 and 10 of the CDP/FDP. In addition, the Applicant must construct an interparcel pedestrian connection consisting of a five-foot-wide sidewalk that will extend to the commonly shared property boundary with the Lafayette Park West Homeowners Association located to the south of the subject property. Final location of the interparcel pedestrian connection will be determined during site plan review and may be located anywhere along the southern property line. Construction of sidewalks must be concurrent with development activity on the Property. Sidewalks must be constructed out of concrete as the primary material although alternative hardscape materials such as accent pavers in special areas may be appropriate. Furthermore, the Applicant must record a public access easement along the main sidewalks that traverse the site from the eastern to western property boundary in order to facilitate pedestrian access to and from the community park.
29. Interparcel Vehicular Access and Easement. At the time of record plat approval, the Applicant must reserve for potential future recordation of at least one (1) inter-parcel access easement on the Property, as shown on Sheet 5 and 5A of the CDP/FDP, for a potential vehicular connection (to be constructed by others) to the unconsolidated commercial property 71-1-((1)) parcel 30 should the property redevelop in a manner compatible with the residential use on the Property.
30. Interparcel Pedestrian Access and Easement. The Applicant must record floating inter-parcel access and grading and temporary construction easements on the Property, as shown conceptually on Sheet 5 and 5A of the CDP/FDP for potential future pedestrian connection(s) to the unconsolidated commercial property contained by Tax Map 71-1-((1)) parcel 30, by others.
31. Right-of-Way Vacation and/or Abandonment. The Applicant must submit a Right-of-Way Vacation and/or Abandonment application to Fairfax County to vacate approximately

18,431 square feet of McWhorter Place and Markham Street as shown on sheet 6 of the CDP/FDP prior to site plan submission. Right of entry and development of the site may occur prior to the recordation of the deed of vacation. The vacation of these roads cannot be recorded until the realigned road shown on the CDP/FDP is in place and functional. The Applicant cannot obtain building permits on lots 18-21 or lot 28 until the vacation and/or abandonment deed is recorded. The Applicant must also seek to purchase the vacated/abandoned Right-of-Way and approximately 632 square feet of 71-1-((1)) parcel 28 from the Fairfax County Board of Supervisors as shown on sheet 6 of the CDP/FDP. If the purchase is not complete or does not include all of the area proposed to be vacated and/abandoned immediately adjacent to Tax Map 71-1-((1)) parcel 30, the applicant must construct the alternative layout shown on Sheets 5 and 11C of the CDP/FDP. In addition, if the Applicant does not acquire the portion of Tax Map 71-1-((1)) parcel 28 shown on the CDP/FDP from the Fairfax County Board of Supervisors, the Applicant agrees to enter into a maintenance agreement with the County in a form acceptable to the Facilities Management Department.

32. Public Right-of-Way Sidewalk. The Applicant must make good faith effort to provide a continuous and consistent 5-foot concrete sidewalk and grass utility panel along the realigned McWhorter Place and Markham Street. The Applicant must send a Certified Letter to the owner of the unconsolidated commercial property contained by Tax Map 71-1-((1)) parcel 30 to attempt obtain a right-of-way dedication for a small portion of the property frontage in order to construct the continuous 5 foot sidewalk and utility panel. If the owner of Tax Map 71-1-((1)) parcel 30 does not reply or enter into negotiations within 30 days after the Certified Mail is sent, then the Applicant's obligations have been satisfied. If the owner of Tax Map 71-1-((1)) parcel 30 agrees to the right-of-way dedication, the Applicant will construct the 5-foot concrete sidewalk and grass utility panel along the property frontage consistent with the realigned McWhorter Place and Markham Street shown on the CDP/FDP. A copy of the letter and a copy of Certified Mailing receipt must be provided to the County at the time of second submission site plan submission.
33. Streetscape Design. The Applicant must provide a bench and basic LED acorn-style pedestrian-scale lights on the eastern edge of the property adjacent to the public right-of-way along the realigned McWhorter Place and Markham Street. The bench and acorn-style lighting must be consistent with the street furniture style prevalent in the public realm of the Annandale CRD; the Applicant must consult with the Mason District Supervisor and DPD CRS for specifications if necessary. The Applicant must ensure that the pedestrian-scale lights and bench are integrated harmoniously with trees and plantings along the property's edge.
34. Bicycle Parking. The Applicant must provide bicycle racks onsite, the specific locations of which must be determined at the time of site plan subject to the approval of the Fairfax County Department of Transportation (FCDOT). The bike racks must be inverted U-style or other design approved by FCDOT. The total number of bike parking spaces must be consistent with the Fairfax County Policy and Guidelines for Bicycle Parking as determined at site plan.

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 17

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Westfax Drive (Sully District)

ISSUE:

Authorization of a public hearing on a proposal to vacate a portion of Westfax Drive.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 7, 2021, to provide sufficient time to advertise the public hearing for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Kimley-Horn and Associates, Inc., on behalf of Amazon Data Services, Inc., is requesting that a portion of Westfax Drive be vacated under §15.2-2272(2) of the Virginia Code. Amazon Data Services, Inc. is seeking this request to allow for the consolidated development of their lands along Lee Jackson Memorial Highway (Route 50) in the Avion Development.

The subject portion of Westfax Drive, directly north of the intersection of Route 50 and Westfax Drive (Route 8610), is currently unimproved. The subject portion of Westfax Drive was dedicated for public street purposes as a part of the Avion Development (Deed Book 10884 Page 161) on the plat dated February 5, 1999. The subject portion of Westfax Drive is not in the VDOT Secondary System of Highways.

Traffic Circulation and Access

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

Easements

The project manager has certified that all easement requirements for the project have been met.

Board Agenda Item
December 7, 2021

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

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

STAFF:

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

ASSIGNED COUNSEL:

Pamela K. Peltó, Assistant County Attorney
F. Hayden Coddington, Assistant County Attorney

March 31, 2021

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895

Re: Request and Statement of Justification
Vacation of Westfax Drive between US Route 50 and Virginia Mallory Drive
Sully District, Fairfax County, Virginia

Dear Mr. Edmonson:

This letter constitutes a Request and Statement of Justification to vacate Westfax Drive from its southern end at the north side of US Route 50, Lee Jackson Memorial Highway and its northern end at the southern right-of-way line of Virginia Mallory Drive, no route number assigned, within the Sully Election District of Fairfax County, Virginia. This request is made on behalf of Amazon Data Services, Inc., the owner of real property at Tax Map 034-1-03-B4 and Tax Map 034-1-03-B5 (the "Property"), located adjacent to the Vacation Area.

The Vacation Area is shown on the plat entitled "record Plat showing Vacation and Abandonment of Westfax Drive and the Vacation of Existing Easements on Parcels "B-2B" and Parcel "B-2C" Avion Development" prepared by Kimley-Horn and Associates, Inc., dated 03-29-2021.

To offer some background, the Vacation Area was conveyed to the Board of Supervisors of Fairfax County, Virginia (the "Board"), by virtue of a deed and plat recorded in Deed Book 10884 at Page 161, among the land records of Fairfax County, Virginia. This portion of Westfax Drive was not constructed, nor were the parcels on either side of Westfax Drive.

The purpose of this request to Vacate and Abandoned Westfax Drive is to allow for the consolidated development of the lands of the owner as a Data Center. This use does not generate the volume of traffic that was anticipated with the initial development plans for the Avion Development. At a meeting held on April 8, 2019 with the previous applicant (who was proposing the same Data Center use), members of FCDOT and VDOT, all parties agreed that the Data Center use would generate less traffic than an office use and that there was not the need for Westfax Drive between Route 50 and Virginia Mallory Drive. It was also agreed that removing the connection to route 50 would be ideal. No Zoning action would be necessary for this vacation and no Proffer Condition Amendment would be needed either.

There are various public and private easements that are located along Route 50 that will be extended across the vacated Westfax Drive. Those easement extensions will occur with the Record Plat associated with Site Plan for the properties.

The total area to be vacated is approximately 56,954 square feet.

We respectfully request your review of this application and noticing a public hearing as soon as possible. If you have any questions or concerns, please do not hesitate to call or email me.

Sincerely,

Mike Albright, PE
Project Engineer
703.870.3588

Mike.Albright@Kimley-Horn.com

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

WESTFAX DRIVE

SULLY DISTRICT,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold an public hearing, on January 25, 2022, at 4:00 PM during its regular meeting, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat entitled PLAT OF DIVISION, STREET DEDICATION AND VARIOUS EASEMENTS, recorded in Deed Book 10884 at Page 161, on which is shown the variable wide street dedication for WESTFAX DRIVE from Lee Jackson Memorial Highway Route 50 to Virginia Mallory Drive a distance of 589.80 feet. The road is located on Tax Map 034-1 and is described and shown on the metes and bounds schedule and plat prepared by Kimley-Horn and Associates, Inc., dated October 1, 2021, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

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

SULLY DISTRICT.

§ 15.2-2272(2)

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

WESTFAX DRIVE

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on January 25, 2022, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat entitled PLAT OF DIVISION, STREET DEDICATION AND VARIOUS EASEMENTS, recorded in Deed Book 10884 at Page 161, on which is shown WESTFAX DRIVE, from Lee Jackson Memorial Highway Route 50 to Virginia Mallory Drive, a distance of 589.80 feet, located on Tax Map 034-1, and described and shown on the metes and bounds schedule and plat prepared by Kimley-Horn and Associates, Inc., dated October 1, 2021, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)

DESCRIPTION

FAIRFAX COUNTY # 34-01-03-B4 AND # 34 -01-03-B5

BEGINNING AT A POINT ON THE NORTHERN RIGHT-OF-WAY OF LEE JACKSON MEMORIAL HIGHWAY, U.S. ROUTE 50 AND THE EASTERN RIGHT-OF-WAY OF STONECROFT BOULEVARD, ROUTE 607,

THENCE FOLLOWING SAID NORTHERN RIGHT-OF-WAY OF ROUTE 50 SOUTH $64^{\circ} 13' 19''$ EAST 174.65'

THENCE SOUTH $63^{\circ} 47' 23''$ EAST 303.14'

THENCE SOUTH $63^{\circ} 21' 26''$ EAST 330.51' TO A POINT OF BEGINNING

THENCE LEAVING SAID ROUTE 50 RIGHT-OF-WAY AND FOLLOWING THE WESTERN RIGHT-OF-WAY LINE OF WESTFAX DRIVE (UNIMPROVED) AND THE EASTERN PROPERTY LINE OF PARCEL B-2C AVION DEVELOPMENT ALSO KNOWN AS TAX PARCEL 034-1-3-B5 NORTH $72^{\circ} 57' 21''$ E 28.89'

THENCE NORTH $28^{\circ} 15' 46''$ EAST 181.34'

THENCE NORTH $35^{\circ} 06' 20''$ EAST 99.13'

THENCE NORTH $28^{\circ} 15' 46''$ EAST 256.47'

THENCE NORTH $13^{\circ} 19' 04''$ WEST 53.35' TO A POINT ON THE SOUTHERNLY RIGHT-OF-WAY OF VIRGINIA MALLORY DRIVE, NO ROUTE NUMBER ASSIGNED; THENCE

LEAVING SAID PARCEL B-2C AND RUNNING ALONG VIRGINIA MALLORY DRIVE 159.77' ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 669.29' AND A CHORD BEARING AND DISTANCE OF SOUTH $61^{\circ} 45' 01''$ EAST, 159.52'.

THENCE LEAVING SAID RIGHT-OF-WAY OF VIRGINIA MALLORY DRIVE AND FOLLOWING THE WESTERN PROPERTY LINE TO PARCEL B-2B AVION DEVELOPMENT ALSO KNOWN AS TAX PARCEL 034-1-3-B4 AND THE EASTERN RIGHT-OF-WAY OF SAID WESTFAX DRIVE (UNIMPROVED) SOUTH $69^{\circ} 53' 02''$ WEST 53.47'

THENCE SOUTH $28^{\circ} 15' 46''$ WEST 536.24'

THENCE SOUTH $19^{\circ} 49' 15''$ EAST 24.85' TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF SAID LEE JACKSON MEMORIAL HIGHWAY ROUTE 50.

THENCE RUNNING ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ROUTE 50 NORTH $63^{\circ} 21' 26''$ WEST 139.25' TO THE POINT OF BEGINNING AND INCLUDING AN AREA OF 56,884.79 SQUARE FEET OR 1.3059 ACRES OF LAND.

LEGEND

-
- PLAN NUMBER:
006455-SP-025
- AVON PKWY
- VIRGINIA MALLORY DRIVE
- ROUTE 50
- E FALL
- WESTFAX DRIVE



NOTES:

- | | |
|--|--|
| APPROVED | |
| COUNTY OF FAIRFAX | |
| LAND DEVELOPMENT SERVICES
ADDRESSING SERVICE | |
| DATE _____ BY _____ | SITE REVIEWER _____ |
| FINAL PLAT | |
| RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
LAND DEVELOPMENT SERVICES | |
| ALL STREET LOCATIONS AND/OR EASEMENTS
CONFORM TO THE REQUIREMENTS OF THIS OFFICE. | |
| THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE
PUBLIC SANITARY SERVICE. | |
| DATE _____ | Director, Site Development and
Inspection Division or Agent _____ |
| APPROVED | |
| FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA | |
| DATE _____ BY _____ | Director, Land Development
Services or Agent _____ |
| APPROVAL VOID IF PLAT IS NOT OBTAINED FROM
RECORD ON OR BEFORE _____ | |

I, CHRIS HOWELL, A DULY LICENSED ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED IN ON THIS PLAT IS AS SHOWN ON A BOUNDARY AND TOPOGRAPHIC SURVEY OF THIS PARCEL BY GRS GROUP, LLC DATED SEPTEMBER 21, 2020 AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND EXPERIENCE AND THAT THE PORTION OF WESTFAX DRIVE SHOWN HEREON WAS DEDICATED FOR PUBLIC USE TO THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA AS RECORDED IN THE DEED BOOK 10884 AT PAGE 161 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THE PROPERTIES SHOWN HEREON ARE NOW IN THE NAME OF AMAZON DATA SERVICES, INC. AS RECORDED IN DEED BOOK 26779 AT PAGE 0833 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

DocuSigned by:
Chris Howell
29C2831603DE41

CHRIS HOWELL, F

10/01/2021

29C2831603DE41A...
CHRIS HOWELL, P.E.

DATE _____

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING WITH LAND DISTURBING ACTIVITIES.

DocuSigned by:
Matthew Dixon

NAME _____

NAME	TITLE
------	-------

NOTE: PERMITS MUST BE PRESENTED TO THE COUNTY INSPECTOR PRIOR TO LAND DISTURBANCE.



GRAPHIC SCALE IN FEET

0 30 60 120

A horizontal scale bar with four segments. The first segment (0 to 30) is white, the second (30 to 60) is black, the third (60 to 90) is white, and the fourth (90 to 120) is black. The numbers 0, 30, 60, and 120 are placed above the bar at their respective positions.

VCS 83

Kimley»Horn

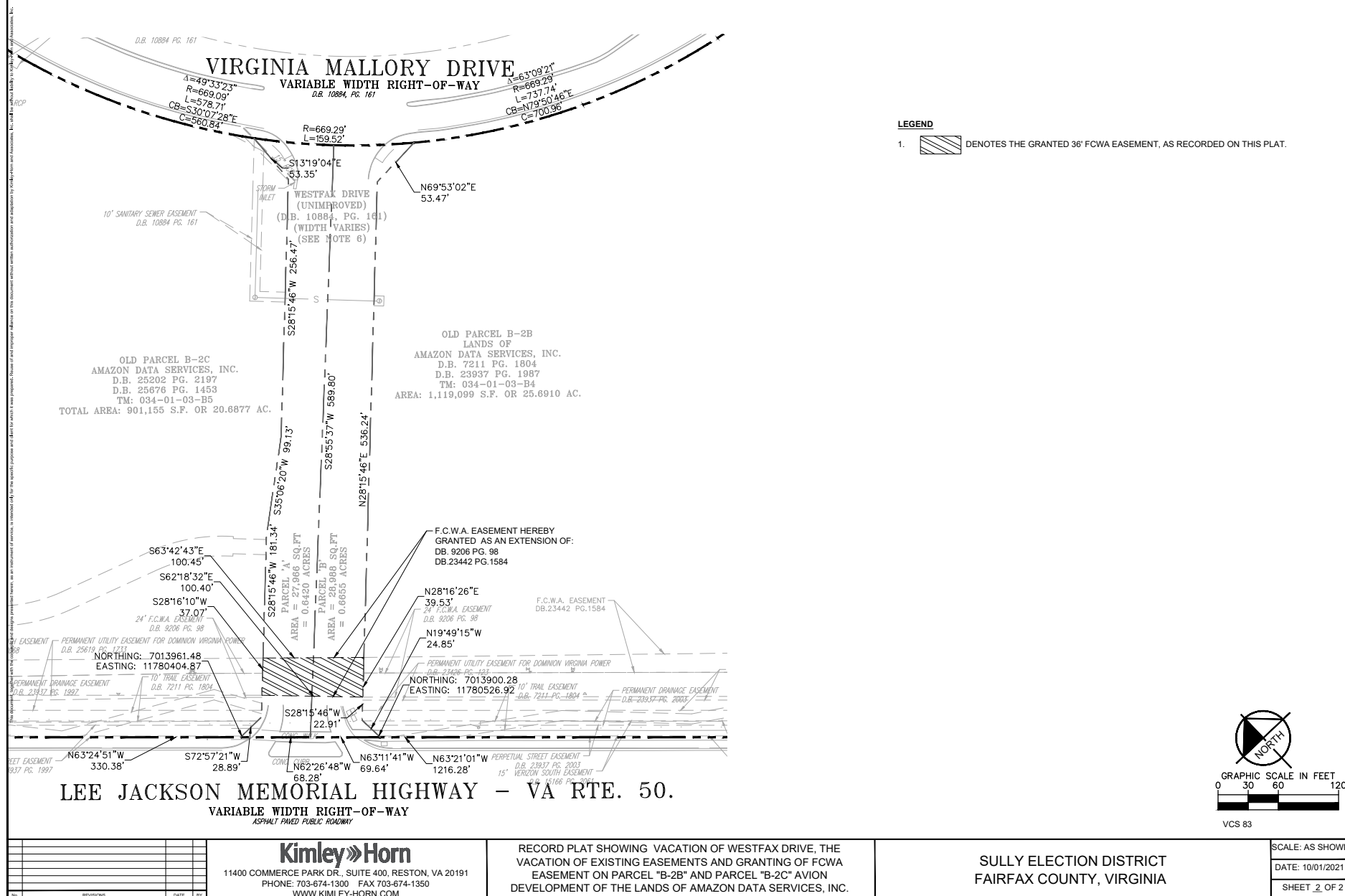
RECORD PLAT SHOWING VACATION OF WESTFAX DRIVE, THE
VACATION OF EXISTING EASEMENTS AND GRANTING OF FCWA
EASEMENT ON PARCEL "B-2B" AND PARCEL "B-2C" AVION
DEVELOPMENT OF THE LANDS OF AMAZON DATA SERVICES, INC.

SULLY ELECTION DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: AS SHOWN

DATE: 10/01/2021

SHEET 1 OF 2



Westfax Drive Vacation

Sully District

ATTACHMENT VI



Tax Map 34-1

✱ Denotes Area to be Vacated

ADMINISTRATIVE - 18

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Oakwood Road (Lee District)

ISSUE:

Authorization of a public hearing on a proposal to vacate and abandon a portion of Oakwood Road.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 7, 2021, to provide sufficient time to advertise the public hearing for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Wire Gill LLP, on behalf of their clients, OVD Associates LLC, is requesting that a portion of Oakwood Road be vacated under §15.2-2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The vacation was planned as part of the realignment of Oakwood Road in accordance with Fairfax County Project #64103 South Van Dorn/Interstate 95 Interchange Project and is shown on the CDP/FDP approved as part of RZ 94-L-035. The planned realignment of Oakwood Road was completed, but the parties failed to complete the vacation of this portion of Oakwood Road at the time of realignment. The application seeks to complete the actions contemplated as part of the Oakwood Road realignment.

Traffic Circulation and Access

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

Easements

The project manager has certified that all easement requirements for the project have been met.

Board Agenda Item
December 7, 2021

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment I: Letter of Request and Justification
Attachment II: Notice of Intent to Abandon & Vacate
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation and Abandonment Plat
Attachment VII: Vicinity Map

STAFF:

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

ASSIGNED COUNSEL:

Pamela K. Peltó, Assistant County Attorney
F. Hayden Coddington, Assistant County Attorney



Ina Christina Charvet
tcharvet@wiregill.com
703-677-3132

February 1, 2021

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax County, Virginia 22033-2895

Re: Request for Vacation and Abandonment of a
Portion of Oakwood Road - Route 843

Dear Mr. Edmondson:

This letter serves as the request and justification for the vacation and abandonment of a certain portion of Oakwood Road-Route 843. On behalf of OVD Associates LLC, who is the owner of property adjacent to a realigned portion of Oakwood Road-Route 843, we are submitting this request to vacate and abandon those portions of the public street pursuant to the enclosed plats in conformance with Code of Virginia Sections 15.2-2272(2) and 33.2-909. The portions of Oakwood Road that we seek vacated and abandoned were dedicated pursuant to the Deed of Dedication recorded in Deed Book C-13, at Page 03 and Deed Book 8381, at Page 446, both among the land records of Fairfax County, Virginia (the "Land Records"). The property adjacent to the vacated ROW includes Fairfax County tax map numbers 81-2 ((3)) 11A and 81-2 ((3)) 12A.

The parcel at tax map number 81-2 ((3)) 11A is owned by The Fairfax County Board of Supervisors. Pursuant to a request by your office, we simultaneously are submitting to the County Attorney a plat and deed of dedication that would include this parcel as part of the right-of-way for Oakwood Road.

The requested vacation and abandonment is pursuant to the Memorandum of Understanding dated June 1, 1994, as referenced in Proffer IV of approved RZ 94-L-035. The vacation was planned as part of the realignment of Oakwood Road in accordance with Fairfax County Project #64103 South Van Dorn/Interstate 95 Interchange Project and is shown on the CDP/FDP approved as part of RZ 94-L-035. The planned realignment of Oakwood Road was completed, but the parties failed to complete the vacation of this portion of Oakwood Road at the time of realignment. This application seeks to complete the actions contemplated as part of the Oakwood Road realignment.

Enclosed with this request, please find the following:

- Eighteen (18) copies of this Letter of Request and Justification, which describes the origin/creation of the subject right-of-way.

1750 Tysons Boulevard | Suite 1500 | Tysons, VA 22102 | www.wiregill.com

February 1, 2021

Page 2

- Check in the amount of \$150.00 payable to the County of Fairfax.
- Eighteen (18) copies of the recordable plat entitled "Plat Showing Abandonment and Vacation of Portions of Oakwood Road RT. 843."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel A."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel B."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel C."
- The original and eighteen (18) copies of the Combined Notice of Public Hearing.
- The original and eighteen (18) copies of the Vacation Ordinance.
- The original and eighteen (18) copies of the Order of Abandonment.
- Eighteen (18) copies of the Vicinity Map/Fairfax County Assessment Map.

I appreciate your attention. Please don't hesitate to contact me or David Gill (dgill@wiregill.com / 703-677-3131) should you have questions regarding this request or if additional information is required.

Sincerely,



Tina Charvet

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

Oakwood Road - Route 843

**Lee District,
Fairfax County, Virginia**

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 25, 2022, at 4:00 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, on the proposed abandonment and vacation of a part of the public road shown on the plat titled "Plat Showing Street and Dedication Various Easements Thru Lots 12, 13A, 13B, 14-16, 17A, 17B, 18, 19, 21, 23 & 25, Oakwood and the Property of Oakwood Van Dorn Associates," recorded in Deed Book 8381, at Page 0446, of the Fairfax County Land Records, on which is shown "Relocated Oakwood Road" "48,979 square feet hereby dedicated to public street purposes," and recorded in Deed Book C-1 3, Page 03, on which is shown "50' Street." The road to be abandoned and vacated is located on Fairfax County Tax Map 81-2 and is described and shown on the metes and bound schedule, dated December 10, 2020, and plat, dated December 17, 2020, both of which prepared by Dewberry Consultants LLC and are on file with the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

LEE DISTRICT.

§ 15.2-2272(2)
§ 33.2-909

ORDER OF ABANDONMENT

Oakwood Road - Route 843

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 25th day of January, 2022, it was duly moved and seconded that:

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

WHEREFORE, BE IT ORDERED:

That Oakwood Road, bifurcating Tax Map Parcel 81-2 ((3)) 12A and Tax Map Parcel 81-2 ((3)) 11A, located on Tax Map 81-2, and consisting of Parcel A (10,471 square feet), Parcel B (6,936 square feet), and Parcel C (5,476 square feet), as described on the plat and metes and bounds schedule prepared by Dewberry Consultants LLC, dated December 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

§33.2-909

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

Oakwood Road - Route 843

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on January 25, 2022, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of the Deed of Dedication, recorded in Deed Book C-13 at Page 03, and that part of the Plat of the Deed of Dedication, Easement, and Vacation, recorded in Deed Book 8381 at Page 0446 on which is shown Oakwood Road, bifurcating Tax Map Number 81-2 ((3)) 12A and Tax Map Number 81-2 ((3)) 11A, consisting of Parcel A (10,471 square feet), Parcel B (6,936 square feet), and Parcel C (5,476 square feet), located on Tax Map 81-2, and described and shown on the metes and bounds schedules and plat prepared by Dewberry Consultants LLC, dated December 2020, and attached hereto and incorporated herein, be and the same is hereby vacated pursuant to Virginia Code Ann. §15.2-2272(2).

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)



Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

**DESCRIPTION OF
PARCEL "A"
OAKWOOD ROAD VACATION**

**LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the southerly right of way line of Oakwood Road (Rt. 843), said point being the westernmost corner of Parcel "C", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Parcel "C" S64°15'52"E, 55.14 feet and N77°49'08"E, 245.54 feet to a point on the southerly right of way line of said Oakwood Road, said point being the easternmost corner of aforementioned Parcel "C"; thence departing the easternmost corner of said Parcel "C" and with the southerly right of way line of said Oakwood Road the following four courses:

N89°58'52"E, 18.22 feet

N81°26'55"E, 80.87 feet

N89°58'52"E, 34.24 feet

S84°02'12"E, 28.35 feet

to an angle point on the northerly line of Parcel "B", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of aforementioned Oakwood Road and with the northerly line of said Parcel "B" S77°49'08"W, 413.06 feet and N64°15'52"W, 86.64 feet to a point on the southerly right of way line of said Oakwood Road; thence departing the northerly line of said Parcel "B" and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N68°14'24"E, 33.91 feet, an arc distance of 33.91 feet to the point of beginning, containing 10,471 square feet of land.

Parcel A Vacation
Oakwood Rd.
50093706 Oakwood
December 9, 2020





Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

**DESCRIPTION OF
PARCEL "B"
OAKWOOD ROAD VACATION**

**LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point marking the northwesterly corner of the residue of Lot 18, Oakwood, as recorded in Deed Book C-13 at page 3, said point being a point on the southerly right of way line of Oakwood Road (Rt. 843); thence departing the northwesterly corner of said Lot 18 and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N62°07'24"E, 103.58 feet, an arc distance of 103.69 feet to a point marking the westernmost corner of Parcel "A", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Parcel "A" S64°15'52"E, 86.64 feet and N77°49'08"E, 413.06 feet to a point on the southerly right of way line of aforementioned Oakwood Road, said point being the easternmost corner of aforementioned Parcel "A"; thence departing the easternmost corner of said Parcel "A" and with the southerly right of way line of said Oakwood Road S84°02'12"E, 16.05 feet to an angle point on the northerly line of the residue of Lot 23, Oakwood, as recorded in Deed Book C-13 at page 3; thence departing the southerly right of way line of said Oakwood Road and with the northerly line of said Lot 23 and continuing with the northerly lines of the residue of Lot 21, Oakwood and the residue of Lot 19, Oakwood, both recorded in Deed Book C-13 at page 3 S77°49'08"W, 407.56 feet to a point curve on the northerly line of said Lot 19; thence continuing with the northerly line of said Lot 19 and with the northerly line of aforementioned Lot 18 with a curve to the right with a radius of 605.00 feet and whose chord is S86°54'42"W, 191.22 feet, an arc distance of 192.03 feet to the point of beginning, containing 6,936 square feet of land.

Parcel B Vacation
50093706 Oakwood Van Dorn
December 9, 2020





Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

**DESCRIPTION OF
PARCEL "C"**
OAKWOOD ROAD ABANDONMENT AND VACATION
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA

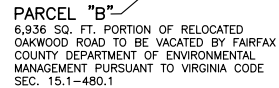
Beginning at a point on the southerly right of way line of Oakwood Road (Rt.843), said point being the westernmost corner of the residue of Lot 11, Oakwood, as recorded in Deed Book C-13 at page 3; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Lot 11 S64°15'52"E, 17.91 feet and N77°49'08"E, 102.47 feet to a point on the southerly right of way line of said Oakwood Road, said point being the easternmost corner of said Lot 11; thence departing the easternmost corner of said Lot 11 and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 632.49 feet and whose chord is N86°48'21"E, 70.07 feet, an arc distance of 70.10 and N89°58'52"E, 66.78 feet to an angle point on the northerly line of Parcel "A", as shown on Plat of Abandonment and Vacation attached; thence departing the southerly right of way line of aforementioned Oakwood Road and with the northerly line of said Parcel "A" S77°49'08"W, 245.54 feet and N64°15'52"W, 55.14 feet to a point on the southerly right of way line of said Oakwood Road; thence departing the northerly line of said Parcel "A" and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N70°57'27"E, 27.21 feet, an arc distance of 27.22 feet and N83°38'42"E, 10.99 feet to the point of beginning, containing 5,476 square feet of land.

Parcel C Vacation
Oakwood Rd.
50093706 Oakwood Van Dorn
December 9, 2020



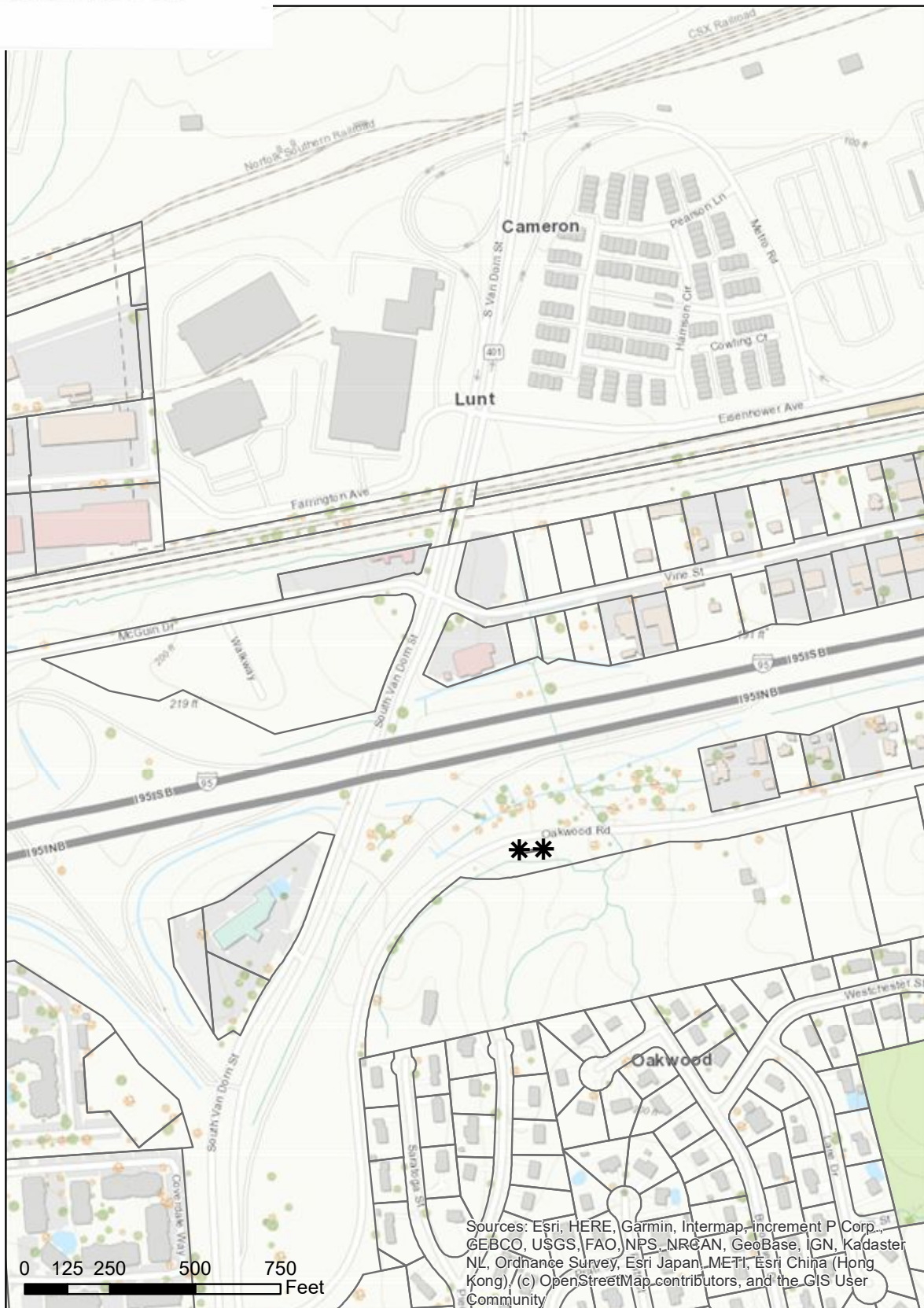
P: \PROJECT\50093706 OAKWOOD VAN DORN\CAD\SURVEY\PLATS\RECORD\OAKWOOD ROAD VACATION.DWG

SCALE : 1" = 2,000'



COMMONWEALTH OF VIRGINIA
 JESUS H. ECHEVARRIA
 Lic. No. 3333
 12-17-2020
 LAND SURVEYOR

Lee District



Tax Map 81-2

*** Denotes Area to be Vacated and Abandoned**

ADMINISTRATIVE - 19

Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the Virginia Early Childhood Foundation, Ready Regions Grant

ISSUE:

Board of Supervisors authorization is requested for the Department of Neighborhood and Community Services (NCS) to apply for and accept grant funding, if received, from the Virginia Early Childhood Foundation (VECF), Ready Regions grant in the amount of \$324,500. Funds from this grant will be used to support the initial start-up and infrastructure of Ready Region 7 which includes Fairfax County, the City of Fairfax, the City of Falls Church, Arlington County, and the City of Alexandria to prepare for the transition from, and to assume the work of, the Preschool Development Birth-Five (PDG B-5) related coordination responsibilities across the region. Activities funded will include continuing and building relationships with community and public school leaders, organizations, and publicly funded early childhood programs; building capacity to support measuring and strengthening quality; and developing strategic plans to support coordinated enrollment and family engagement across the region. The grant period is January 1, 2022, through June 30, 2022, with funding available for one renewal cycle through June 30, 2023. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Department of Neighborhood and Community Services to apply for and accept grant funding, if received, from the Virginia Early Childhood Foundation, Ready Regions grant. Funding in the amount of \$324,500 will be used to build infrastructure to transition from, and to assume the work of, the PDG B-5 related coordination responsibilities across the region. No Local Cash Match is required, and no positions are being requested. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

Board Agenda Item
December 7, 2021

TIMING:

Board action is requested on December 7, 2021. Due to the application deadline of November 30, 2021, the application was submitted pending Board approval. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

VECF is supporting the creation of Virginia's new Unified Early Childhood System by establishing a statewide network to ensure equitable opportunities for all families and ensure that young children thrive. Fairfax County, in partnership with Arlington County, the City of Fairfax, the City of Falls Church, and the City of Alexandria, will form Ready Region 7. Ready Regions grantees will be the early childhood system builders responsible for the coordination and integration of essential services and resources starting with a focus on early childhood education. The Department of Neighborhood and Community Services submitted a Letter of Intent to serve as the lead agency for Ready Region 7 to VECF on September 10, 2021 and was subsequently invited by VECF to submit a full application to serve as the Ready Region 7 lead. The purpose of this grant is to provide the opportunity for Fairfax County to collaborate with community and public school leaders, organizations, and early childhood programs across Ready Region 7 to continue in a state-wide effort to build, unify, and strengthen the birth to five early childhood system to improve kindergarten readiness across the region.

FISCAL IMPACT:

Grant funding in the amount of \$324,500 is available from the Virginia Early Childhood Foundation, Ready Regions grant. These funds will be used to build infrastructure to transition from, and to assume the work of, the PDG B-5 related coordination responsibilities across the region. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2022. No Local Cash Match is required. Recovery of Indirect Costs is not allowed.

CREATION OF POSITIONS:

There will be no new positions created with this grant funding.

ENCLOSED DOCUMENTS:

Attachment 1 – Letter of Intent – VECF Ready Regions 7 Grant
Attachment 2 – Summary of Proposed Grant Funding

Board Agenda Item
December 7, 2021

STAFF:

Christopher A. Leonard, Deputy County Executive

Lloyd Tucker, Director, Department of Neighborhood and Community Services (NCS)

Anne-Marie D. Twohie, Director, Office for Children, NCS

Attachment 1

Ready Regions

Virginia Early Childhood Foundation

Helpful Reminders

Please complete the Letter of Intent (LOI) form below in order to express your interest in being invited to respond to a Request for Proposals for full applications. Required Letters of Intent are due to VECF no later than September 10, 2021 at 5pm.

Contact Information

Name of Project:*

Character Limit: 100 Ready Region 7 - A Collaborative Approach

Please identify the main contact for your Letter of Intent. This will be the person VECF will follow up with regarding this grant opportunity.

First Name:* Anne-Marie

Character Limit: 250

Last Name:* Twohie

Character Limit: 250

Email Address:*

Character Limit: 254 Anne-Marie.Twohie@fairfaxcounty

Phone Number:*

Character Limit: 100 703.501.3487

Position Title:*

Character Limit: 250 Director

Organization Name:*

Character Limit: 250 Fairfax County Office for Children

Organization Street:*

Character Limit: 250 12011 Government Center Parkway

Organization City:*

Character Limit: 100 Fairfax

Organization State:**Character Limit: 100*

Virginia

Organization Zip Code:**Character Limit: 10*

22035

Informational Webinar*

Did you or someone from your organization attend the 8/25/21 informational webinar or listen to the recording?

Choices

No

Yes ☒

Coverage Area

Ready Regions Map*

Have you reviewed the map of suggested Ready Regions?

Choices

No

Yes ☒**Region***

Which region are you applying to serve? 7

Please select the corresponding number from the Ready Regions map.

Choices

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

Adjustments to coverage areas will be considered, with the understanding that VECF is committed to full coverage of the state.

Adjustments*

Are you proposing any adjustments to your coverage area?

ChoicesNo ☒

Yes

Proposed Adjustments

Localities*

What localities are you proposing to cover?

Character Limit: 500

Rationale*

Provide a rationale for your proposed coverage area including the data points and sources used to inform your request.

Character Limit: 1000

Impacted Regions*

Have you discussed these proposed changes with other impacted regions?

Choices

No

Yes

Partnerships

Ready Regions must be committed to a public/private approach and include diverse and equitable representation reflective of the region. Ready Regions will be expected to engage school divisions, social and human services, health districts, quality improvement networks, early childhood care and education (ECCE) programs, and other related organizations.

Organizations*

Please download this spreadsheet, and list the organizations within the region that have participated in the development of this LOI and that you plan to engage in the future. Upload the completed spreadsheet here.

File Size Limit: 15 MB

Community Support*

Has your organization been identified by the community to lead Ready Regions?

Choices

No

Yes ☒

Identified to Lead Ready Regions

Briefly describe how and why your organization was identified as lead by the community.*

Character Limit: 1000

The Fairfax County Office for Children (OFC) was selected to be the lead agency by individuals who represent localities in the identified Ready Region 7 and community partners who have worked collaboratively for many years. Selection was made based on the comprehensive structure of the OFC organization and its demonstrated ability to approach the work of supporting children's success in an equitable and inclusive manner. OFC is currently the lead agency overseeing the work of Smart Beginnings, Head Start/Early Head Start, the child care subsidy program, Virginia Preschool Initiative and PDG B-5 in Fairfax County and VQ/VQ B-5 and the Infant Toddler Specialist Network in the Northern Region.

Community Engagement

Community Engagement Description*

Briefly describe how your organization will engage the community in the next step of the application process, if selected.

Character Limit: 1000

Existing coalitions and networks will be engaged through focus groups and individual conversations to determine the best way to partner in the implementation of Ready Region 7. Participants will include but not be limited to leaders from the participating localities, Head Start/Early Head Start; local health departments, family members with young children, Fairfax Futures, Infant Toddler Family Day Care of Northern Virginia, Northern Virginia Association for the Education of Young Children, and professionals from early childhood programs, including centers, family child care homes, and public schools. Partners will build a coalition dedicated to improving equitable access for children and families to high quality early childhood learning and development programs that support children's school readiness and their success in kindergarten and beyond.

Other

Required Strategies*

Is your organization committed to advancing the five required Ready Regions strategies?

- Confront racial inequities within the early childhood system.
- Build relationships through collaborative regional partnerships.
- Strengthen quality to ensure high-impact learning experiences and outcomes for children.
- Increase access by championing equitable early childhood opportunities.
- Engage families in informing the design of the EC system, policies, and services.

Choices

No

Yes ☒

Additional Information

Is there any other information you would like to provide to support your LOI?

Character Limit: 1000

Thank you for submitting a letter of intent on behalf of your community.

The Fairfax County Office for Children is committed to ensuring that the best possible early learning experiences are available for young children and their families in high quality early childhood programs. This is demonstrated through the amount of information and supports provided to early childhood educators to improve and sustain the quality of their programs and through the meaningful partnerships with families that are established to support children's optimal development in all settings. OFC is comprised of six program areas, including the Child Care Assistance and Referral program, Community Education and Provider Services, School Age Child Care, Head Start/Early Head Start, School Readiness Initiatives, Infant & Toddler Connection of Fairfax/Falls Church.

READY REGIONS GRANT SUMMARY OF PROPOSED GRANT FUNDING

Grant Title:	Ready Regions
Funding Agency:	Virginia Early Childhood Foundation
Applicant:	Department of Neighborhood and Community Services, Office for Children
Partner:	Community and public-school leaders and organizations supporting early childhood initiatives and publicly funded early childhood programs located in Ready Region 7 which includes Fairfax County, the City of Fairfax, the City of Falls Church, Arlington County, and the City of Alexandria.
Purpose of Grant:	To support the initial start-up and infrastructure of Ready Region 7.
Funding Amount:	\$324,500; there is no Local Cash Match associated with this award.
Proposed Use of Funds:	To build infrastructure to transition from and assume the Preschool Development Birth-Five related coordination responsibilities across the region. Activities funded will include continuing and building relationships with leaders, organizations, and publicly funded early childhood programs; building capacity to support measuring and strengthening quality; and developing strategic plans to support coordinated enrollment and family engagement across the region.
Target Population:	Early childhood programs that receive public funds. Participating programs will be located in centers, family child care homes, and public schools across Ready Region 7.
Performance Measures:	<p>The success of this project will be based on the successful development and implementation of:</p> <ul style="list-style-type: none"> • A plan for communicating regularly with participating leaders, organizations, and publicly funded early childhood programs across the region; • A plan for coordinating enrollment and increasing access to high-quality early childhood programs across the region; • A plan for strengthening quality across settings that serve children birth to five within the region; and • A plan to engage and partner with families within the region.
Grant Period:	January 1, 2022 through June 30, 2022, with one renewal period through June 30, 2023.

ADMINISTRATIVE - 20

Supplemental Appropriation Resolution AS 22154 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22154 in the amount of \$7,875,529 for Fairfax County to accept Department of Homeland Security (DHS) FY 2021 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for the FY 2021 subgrant awards is September 1, 2021 through December 31, 2022, May 31, 2023, June 30, 2023 or September 30, 2023, depending on the award. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 22154 in the amount of \$7,875,529. These funds will be used by various County agencies to enhance security and overall preparedness by implementing the projects summarized in Attachment 1. All projects will be implemented in accordance with the program guidance documents. Funding will continue to support 3/3.0 FTE grant positions. The County is under no obligation to continue these positions when the grant funding expires. No Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

Board Agenda Item
December 7, 2021

TIMING:

Board approval is requested on December 7, 2021.

BACKGROUND:

The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high risk urban areas, as defined in legislation, in order to address the unique planning, equipment, training, and exercise needs of those areas. These funds can also be used to build or sustain an enhanced capacity to prevent, respond to, and recover from acts of terrorism. These funds, however, may not be used to supplant ongoing, routine public safety activities, the hiring of staff for operational activities, or the construction and/or renovation of facilities. Fairfax County is one of 12 jurisdictions that currently comprise the National Capital Region (NCR) as defined in the HSGP guidelines.

The UASI funding allocations are determined by a formula based on credible threat, presence of critical infrastructure, vulnerability, population, and other relevant criteria. Grant awards are made to the identified urban area authorities through State Administrative Agencies. The NCR process for allocation of the UASI funds included the development of concept papers that were vetted and endorsed by the Metropolitan Washington Council of Governments (MWCOC) Regional Emergency Support Function (RESF) committees, review of proposals by the Chief Administrative Officers (CAO) committee, preparation and submission of project proposals and application documents by the RESFs, prioritization of proposals by the CAOs, and ultimately the development of funding recommendations by the CAOs. The Senior Policy Group (SPG) then reviewed and recommended proposals and forwarded selected proposals to the SAA for awards.

Funded projects are typically regional in nature with benefits to multiple jurisdictions. In order to effectively implement these projects, a single jurisdiction is being identified to act as a recipient of a subgrant award to handle all the financial management, audit, procurement, and payment provisions of the subgrant award and grant program. Several Fairfax County agencies including the Department of Emergency Management and Security, Police Department, Fire and Rescue Department, and the Department of Information Technology are expected to act as subgrantees for these funds. A listing of all the subgrant awards being requested for acceptance is attached along with a synopsis for each project. Individual awards are also attached to support requested acceptance.

Board Agenda Item
December 7, 2021

FISCAL IMPACT:

Grant funding in the amount of \$7,875,529 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Department of Emergency Management and Security, Police Department, Fire and Rescue Department, and the Department of Information Technology. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for Homeland Security grant awards received in FY 2022. Indirect costs are recoverable for some of these awards. No Local Cash Match is required.

CREATION OF NEW POSITIONS:

Grant funding will continue to support 3/3.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Summary

Attachment 2 – Grant Award Documents

Attachment 3 – Supplemental Appropriation Resolution AS 22154

STAFF:

David Rohrer, Deputy County Executive

Seamus Mooney, Coordinator, Department of Emergency Management & Security

John S. Butler, Chief, Fire and Rescue Department

Kevin Davis, Chief, Police Department

Gregory Scott, Director, Department of Information Technology

Department of Homeland Security - FY 2021 Homeland Security Grant Program Applications and Awards
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds
Projects to be Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
FY 2021 UASI AWARDS AND APPLICATIONS										
1 Radio Cache (Continuation)	FY2021	222,845.00	Received	Continuation	Fire and Rescue Department	Greg Hunter	0.0 FTE	9/1/2021	5/31/2023	Providing ongoing logistical support to the National Capital Region radio cache housed in Fairfax County and to support training and exercise initiatives, or cache deployment for emergency responses and personnel.
2 Incident Management Team (Continuation)	FY2021	330,000.00	Received	Continuation	Fire and Rescue Department	Ian Gregoire	0.0 FTE	9/1/2021	5/31/2023	Continued funding to ensure the NCR- Incident Management Team (NCR-IMT) receives adequate training and exercises to develop and maintain capability, capacity, and proficiency in all functional areas. The NCR-IMT is composed of 115 members from fire, emergency medical services (EMS), law enforcement, emergency management and public health agencies from the participating Council of Governments (COG) jurisdictions.
3 Regional Preparedness Program (Continuation)	FY2021	475,317.00	Received	Continuation	Department of Emergency Management & Security	Andrew Sullivan	3.0 FTE	9/1/2021	12/31/2022	The National Capital Region (NCR) seeks to enhance regional preparedness and facilitate increased coordination capabilities among jurisdictions in the State of Maryland, the Commonwealth of Virginia and the District of Columbia. These enhancements can only occur by establishing a systematic program to integrate regional preparedness efforts, through targeted engagement of NCR Regional Emergency Support Function (RESF) Committees, devising a concept of operations for regional preparedness resourcing and facilitating regional communication, coordination, collaboration and consensus among various regional jurisdictions and multi-disciplinary stakeholders.
4 Mass Notification and Communications (Continuation)	FY2021	1,775,000.00	Received	Continuation	Department of Emergency Management & Security	Sulayman Brown	0.0 FTE	9/1/2021	5/31/2023	Payment of the yearly maintenance costs for the National Capital Region's emergency alerting system, which includes EAN and Fairfax Alerts.
5 NCR WebEOC (Continuation)	FY2021	900,000.00	Received	Continuation	Department of Emergency Management & Security	Paul Lupe	0.0 FTE	9/1/2021	6/30/2023	Continued funding to further enhance the WebEOC system within the NCR area and increase the interoperability with local and Federal Partners; as well as to expand the common operating picture within the National Capital Region.
6 Volunteer and Donations Management (NVERS)	FY 2021	110,000.00	Received	Continuation	Department of Emergency Management & Security	Courtney Arroyo	0.0 FTE	9/1/2021	5/31/2023	Continuation of efforts to recruit and retain affiliated volunteers in Fairfax County and to expand and integrate the local regional coordination mechanism and capacity to mobilize large numbers of volunteers (spontaneous and affiliated) for response to a catastrophic natural or terrorism event.
7 Intelligence Analysis (PD)-VA (Continuation)	FY 2021	1,375,367.00	Received	Continuation	Police Department	Jack Hurlock	0.0 FTE	9/1/2021	5/31/2023	Continued funding for contracted intelligence analysts who support the National Capital Region. These analysts complete detailed reports in a timely manner any time something occurs in the world that may have an impact on the region. This information is provided to our first responders to increase their ability to detect, deter, and disrupt such planning activity to prevent attack.

Department of Homeland Security - FY 2021 Homeland Security Grant Program Applications and Awards
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds
Projects to be Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
8 Interoperable Communications Infrastructure (ICI) (Sustainment)	FY2021	1,455,000.00	Received	Continuation	Department of Information Technology	Mike Palacios	0.0 FTE	9/1/2021	9/30/2023	Continued sustainment of the investments in the NCRNet, identity authentication services for regional applications, the regional colocation hosting facility, and the regional videoteleconferencing service. Services for technical, financial, and management functions supporting the NCR Interoperable Communications Infrastructure (ICI) for governance, operations, and other regional activities.
9 CAD to CAD Maintenance (Continuation)	FY2021	932,000.00	Received	Continuation	Department of Information Technology	Greg Scott	0.0 FTE	9/1/2021	9/30/2023	Provides sustainment funding for seamless, real-time data interoperability between disparate CAD Systems in daily use by first responders in NOVA and paves the way for expansion into Maryland. It will fund: (1) infrastructure hosting services; core software refresh and 24x7 maintenance/operations spt.; (2) maintenance of CAD System vendor enhancements; (3) vendor enhancements/testing/integration spt.; (4) data mapping to universal CAD2CAD data types; (5) dev/testing; and (6) technical and project management resources to support day-to-day operations.
10 Cybersecurity Regional Coordination	FY2021	300,000.00	Received	Continuation	Department of Information Technology	Mike Dent	0.0 FTE	9/1/2021	9/30/2023	Allows first responders and other emergency support functions (ESF) in the NCR to use a single, familiar username/email address and strong password combination to access regional and shared applications. This concept of "single credential" that is used for any authorized application is a faster, easier, trusted and secure common utility, that does not require additional regional credentialing administration overhead.
Total:		7,875,529.00					3.0 FTE			

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Fire and Rescue Department

SUBAWARD TITLE
Radio Cache (NCRICIG)

SUBAWARD ID
21UASI529-01

SUBAWARD AMOUNT
\$222,845.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–05/31/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

**STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY**
District of Columbia Homeland Security and
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2021 DHS Homeland Security Grant Program Agreement Articles
- FY 2021 DHS Standard Terms and Conditions
- FY 2021 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2021 FEMA Preparedness Grants Manual
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Fire and Rescue Department

SUBAWARD TITLE
Incident Management Team

SUBAWARD ID
21UASI529-02

SUBAWARD AMOUNT
\$330,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–05/31/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
Regional Preparedness System

SUBAWARD ID
21UASI531-01

SUBAWARD AMOUNT
\$475,317.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–12/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021

Signature

Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
Text Alert Notification

SUBAWARD ID
21UASI531-03

SUBAWARD AMOUNT
\$1,775,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–05/31/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

Signature

11/05/2021
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
WebEOC

SUBAWARD ID
21UASI531-04

SUBAWARD AMOUNT
\$900,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–06/30/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021

Signature

Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Police Department

SUBAWARD TITLE
Intelligence Analysis

SUBAWARD ID
21UASI533-01

SUBAWARD AMOUNT
\$1,375,367.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–05/31/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
CAD2CAD

SUBAWARD ID
21UASI583-01

SUBAWARD AMOUNT
\$932,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–09/30/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
Interoperable Communications Infrastructure
(NCRnet)

SUBAWARD ID
21UASI583-02

SUBAWARD AMOUNT
\$1,455,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–09/30/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2021 DHS Homeland Security Grant Program Agreement Articles
- FY 2021 DHS Standard Terms and Conditions
- FY 2021 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2021 FEMA Preparedness Grants Manual
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
Cybersecurity Regional Coordination

SUBAWARD ID
21UASI583-03

SUBAWARD AMOUNT
\$300,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2021–09/30/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/05/2021
Date

Signature

Date

Northern Virginia Emergency Response System
c/o Andrew Slater
10322 Main Street #273
Fairfax, Virginia 22030

November 9, 2021

Diane Hansen
Fairfax County Department of Emergency Management & Security
4890 Alliance Drive #2200
Fairfax, Virginia 22030

Dear Ms. Hansen,

The Northern Virginia Emergency Response System (NVERS) is the subrecipient of a federal fiscal year (FY) 2021 Urban Areas Security Initiative grant from the U.S. Department of Homeland Security to support volunteer and donations management programming for localities in Northern Virginia. The NVERS FY 2021 subaward that contains funding for volunteer and donations management programming (among other initiatives) totals \$960,819.27, **of which \$110,000.00 has been allocated to support volunteer programs in Fairfax County.**

Additional details on this grant subaward are outlined below:

- Federal Award Identification Number: EMW-2021-SS-00078
- Federal Awarding Agency: U.S. Department of Homeland Security Federal Emergency Management Agency
- Subaward ID: 21UASI650-09
- Subaward Title: Mass Care and Whole Community Preparedness
- Subaward Period of Performance: 9/1/2021 – 5/31/2023

For your records, please find attached a copy of the signed subaward letter. Should you have any additional questions, my contact information is listed below.

Sincerely,



Andrew Slater
Program Director
Northern Virginia Emergency Response System
Andrew.Slater@nvers.org
804-251-0429

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2021 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Northern Virginia Emergency Response System

SUBAWARD TITLE
Mass Care and Whole Community
Preparedness

SUBAWARD ID
21UASI650-09

SUBAWARD AMOUNT
\$960,819.27

SUBAWARD PERFORMANCE PERIOD
09/01/2021–05/31/2023

SUBRECIPIENT DUNS
079945435 Northern Virginia Emergency
Response System, Inc.

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2021-SS-00078

FEDERAL AWARD DATE
09/08/2021

FEDERAL AWARDDING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

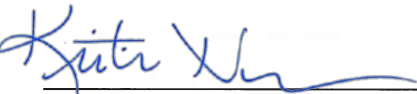
As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

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- FY 2021 FEMA Preparedness Grants Manual
- FY 2021 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Kristin Nickerson
Executive Director
Northern Virginia Emergency Response System


Signature _____ Date 11/05/2021


Signature _____ Date 11/09/2021

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22154

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	\$2,687,000
Grants:	1HS0036, CAD to CAD Maintenance	
	1HS0037, Interoperable Communications Infrastructure Sustainment	
	1HS0084, Cybersecurity Regional Coordination	
Agency:	G9090, Police Department	\$1,375,367
Grant:	1HS0039, Intelligence Analysis	
Agency:	G9292, Fire and Rescue Department	\$552,845
Grants:	1HS0040, Incident Management Team	
	1HS0047, Radio Cache Maintenance	
Agency:	G9393, Department of Emergency Management & Security	\$3,260,317
Grants:	1HS0035, Regional Preparedness System	
	1HS0050, Mass Notification System Maintenance	
	1HS0051, Volunteer and Donations Management	
	1HS0052, WebEOC Maintenance	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$7,875,529
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$7,875,529

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 21

Supplemental Appropriation Resolution AS 22163 for the Fairfax County Police Department to Accept Grant Funding from Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22163 in the amount of \$200,000 for the Police Department to accept Department of Homeland Security (DHS) FY2020 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). Funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. Funding will support the Northern Virginia Regional Intelligence Center for the purpose of mitigating gaps and enhancing regional efforts for cybersecurity and critical infrastructure protection. The grant period for the FY 2020 subgrant award is September 1, 2020 through March 31, 2023. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 22163 in the amount of \$200,000. These funds will be used by Police Department to enhance cybersecurity and critical infrastructure protection in the region by hiring a contractor to specialize in cybersecurity and critical infrastructure protection. No Local Cash Match is required, and no positions are associated with this funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on December 7, 2021.

BACKGROUND:

The Department of Homeland Security FY 2020 Urban Areas Security Initiative subgrant awards are received from the State Administrative Agency. These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism.

In order to effectively implement tactical and strategic support for cybersecurity and critical infrastructure, the Police Department will evaluate, analyze, coordinate and respond to threats or trends in the Northern Virginia region. This grant will support a contracted vendor serving as the Cybersecurity and Critical Infrastructure Analyst to provide tactical and strategic support for cybersecurity and critical infrastructure trends to federal, state, and local partners in a timely, accurate manner. This will be accomplished by participating in key regional work groups, completing intelligence products and assessments on cybersecurity threats and trends impacting critical infrastructure for Northern Virginia, identifying collection requirements for all regional and private sector partners, and working collaboratively with the National Capital Region fusion centers for joint production opportunities. The Cybersecurity and Critical Infrastructure Analyst will help address emerging cybersecurity issues facing the Northern Virginia region and provide subject matter expertise to help partners address critical gaps to prepare for and mitigate future cybersecurity threats.

FISCAL IMPACT:

Grant funding in the amount of \$200,000 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Police Department and Northern Virginia Regional Intelligence Center. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY2022. No Local Cash Match is required. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award

Attachment 2 – Supplemental Appropriation Resolution AS 22163

Board Agenda Item
December 7, 2021

STAFF:
David Rohrer, Deputy County Executive
Kevin Davis, Chief, Police Department

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Attachment 1

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Police Department

SUBAWARD TITLE
Cybersecurity Critical Infrastructure Analyst

SUBAWARD ID
20UASI533-02

SUBAWARD AMOUNT
\$200,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–03/31/2023

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

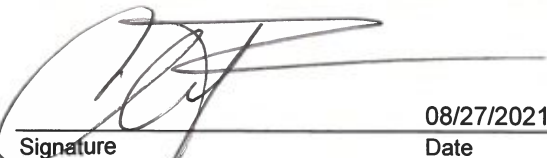
STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2020 DHS Homeland Security Grant Program Agreement Articles
- FY 2020 DHS Standard Terms and Conditions
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- FY 2020 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government


Signature _____ Date 08/27/2021

Signature _____ Date _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22163

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G9090, Police Department

Grants: 1HS0091-2020 - Cybersecurity Critical Infrastructure Analyst \$200,000

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$200,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: U.S. Department of Homeland Security, \$200,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 22

Extension of Review Period for 2232 Application (Mount Vernon 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: 2232-2021-MV-00024.

TIMING:

Board action is required December 7, 2021, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

Subsection B of Section 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." The need for the full time of an extension may not be necessary and is not intended to set a date for final action.

PROJECT DESCRIPTION:

Fairfax County Park Authority proposes to convert an existing building (abandoned boiler plant for the Lorton prison) into an Archaeology and Museum Collections Storage Facility.

The review period for the following application should be extended:

2232-2021-MV-00024	Fairfax County Park Authority Archaeology and Museum Collections Storage Facility Tax Map No. 106-4 ((1)) 58 and 113-1((1)) 14 8941 Workhouse Road, 8943 Lorton Road Lorton, VA Mount Vernon District Accepted November 22, 2021 Extended to April 21, 2022
--------------------	--

Board Agenda Item
December 7, 2021

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)

Salem Bush, Planner, Facilities Planning Branch, Planning Division, (DPD)

ADMINISTRATIVE - 23

Authorization for the Department of Emergency Management and Security to Apply for and Accept Grant Funding from the Virginia Department of Emergency Management for the Emergency Shelter Upgrade Assistance Grant Program

ISSUE:

Board of Supervisors authorization is requested for the Department of Emergency Management and Security to apply for and accept grant funding, if received, from the Virginia Department of Emergency Management in the amount of \$562,500, including \$112,500 Local Cash Match. Funding will support the electrical system upgrade at the Fairfax County Park Authority, Lee District Rec Center to include a back-up generator in support of congregate sheltering needs. The required Local Cash Match is available in the Federal-State Grant Fund due to one-time balances from grant close outs processed in FY 2021. The grant period is April 1, 2022 through October 1, 2023. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Department of Emergency Management and Security to apply for and accept funding, if received, from the Virginia Department of Emergency Management. Funding in the amount of \$562,000, including a Local Cash match of \$112,500, will support the upgrade and retrofit of the Lee District Rec Center with a Natural Gas-Powered Generator. No new grant positions are being requested with this funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on December 7, 2021.

Board Agenda Item
December 7, 2021

BACKGROUND:

In December 2020, representatives from the Grants Division at the Virginia Department of Emergency Management met with the Department of Emergency Management and Security and Fairfax County Park Authority personnel to discuss a newly offered Shelter Upgrade Assistance Grant Program. The group determined that the 2020-2021 timeline was too aggressive and used the remainder of 2021 to research available options for upgrades. Since that meeting, the Department of Emergency Management and Security and Fairfax County Park Authority staff have researched the cost and feasibility of the project, choosing the Lee District Rec Center as the appropriate facility for this project. The current scope of the project will include a Generac Industrial Power Generator Set (SG300) to provide supplemental electrification solutions to the Lee District Rec Center. Concurrently, the Lee District Rec Center is scheduled to undergo a \$6.75 million maintenance and renovation upgrade over the next 5 years. As a pre-identified locally run emergency shelter, the Lee District Rec Center has been used multiple times over the past decade to serve as an emergency shelter. This location can also be used as a facility of public refuge in the event of extreme heat or cold to provide charging solutions and air conditioning. The generator solution for the Lee District Rec Center will provide additional energy to meet the demands of residents in need. Since this is a reoccurring grant program the County would have the opportunity to apply for additional funding in the future for other shelter locations.

FISCAL IMPACT:

Grant funding in the amount of \$562,500, including \$112,500 in Local Cash Match, is being requested from the Virginia Department of Emergency to support the Shelter Upgrade program. The required Local Cash Match is available as a result of one-time balances from grant close outs in FY 2021. This grant does not allow the recovery of indirect costs. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENT:

Attachment 1 – Summary of Grant Proposal

STAFF:

David Rohrer, Deputy County Executive
Seamus Mooney, Coordinator, Department of Emergency Management and Security
Jai Cole, Executive Director, Park Authority

Summary of Grant Proposal

Grant Title:	Shelter Upgrade Program
Funding Agency:	Virginia Department of Emergency Manager
Applicant:	Department of Emergency Management and Security in partnership with the Park Authority
Funding Amount:	Funding of \$562,500, including \$112,500 in Local Cash Match. The required Local Cash Match is available in the Federal-State Grant Fund due to one-time balances from grant close outs processed in FY 2021.
Proposed Use of Funds:	Funding will be used to upgrade and retrofit the Lee District RECenter with a Natural Gas-Powered Generator. The generator will be used to support shelter operations during times of emergency and/or disaster and as a back-up power source during power outages. This is a joint effort between the Fairfax County Department of Emergency Management and Security and the Park Authority.
Performance Measures:	Complete installation of generator and system upgrades.
Grant Period:	April 1, 2022 – October 1, 2023

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 24

Streets into the Secondary System (Providence District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the streets listed below be added to the State Secondary System:

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Scotts Run Station South Phase I	Providence	Chain Bridge Road South Dartford Drive
Scotts Run Station South Phase II	Providence	Colshire Drive (Realigned) Chain Bridge Road

TIMING:

Routine.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Forms

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		PLAN NUMBER: 8293-PI-003	
		SUBDIVISION PLAT NAME: Scotts Run Station South Phase I	
		COUNTY MAGISTERIAL DISTRICT: Providence	
VDOT PERMITS MANAGER: Robert Burton BY: <u>Nadia Alphonse</u>		FOR OFFICIAL USE ONLY VDOT INSPECTION APPROVAL DATE: <u>11/23/2021</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Chain Bridge Road **	CL Anderson Road, Route 3946 - 530' SE CL Dolley Madison Boulevard, Route 123	485' SW to CL South Dartford Drive	0.09
South Dartford Drive **	CL Dolley Madison Boulevard, Route 123 - 380' SW CL Anderson Road, Route 3946	642' SE to CL Chain Bridge Road	0.12
NOTES:			TOTALS:
** VDOT Maintenance Limit ends at 18" behind the face of curb on each side of the road.			0.21

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		PLAN NUMBER: 8293-PI-004	
		SUBDIVISION PLAT NAME: Scotts Run Station South Phase II	
		COUNTY MAGISTERIAL DISTRICT: Providence	
VDOT PERMITS MANAGER: Robert Burton BY: <u>Nadia Alphonse</u>		FOR OFFICIAL USE ONLY VDOT INSPECTION APPROVAL DATE: <u>11/23/2021</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Colshire Drive (Realigned) **	CL Dolley Madison Boulevard, Route 123 - 935' SW CL Anderson Road, Route 3946	818' SE to Existing Colshire Drive	0.16
Chain Bridge Road **	Existing Chain Bridge Road (f.k.a. Colshire Meadow Dr) - 815' E CL Old Meadow Road, Route 3543	1,036' E to CL South Dartford Drive	0.20
NOTES:			TOTALS:
** VDOT Maintenance Limit ends at 18" behind the face of curb on each side of the road.			0.36

Board Agenda Item
December 7, 2021

ADMINISTRATIVE - 25

Authorization to Advertise a Public Hearing on an Ordinance to Amend Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by Adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2

ISSUE:

Board of Supervisors authorization to advertise a public hearing to amend Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2.

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of the proposed amendment.

TIMING:

Board action is requested on December 7, 2021, to provide sufficient time to advertise the public hearing before the Board on January 25, 2022, at 4:30 p.m.

BACKGROUND:

In 2020, the General Assembly passed HB833/SB8, which amended the Virginia Public Procurement Act and allowed both state agencies and localities to require payment of the “prevailing wage” on public construction contracts. HB833/SB8 was signed into law by the Governor and had an effective date of May 1, 2021. HB833/SB is now Virginia Code § 2.2-4321.3.

Under Virginia Code § 2.2-4321.3, a locality may adopt an ordinance that requires for construction contracts paid for, in whole or in part, with funds of the locality that “bidders, offerors, contractors, and subcontractors” must “pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the public contract at the prevailing wage rate.” For purposes of the Virginia Code, the prevailing wage rate is determined by the Commonwealth’s Commissioner of Labor and Industry “on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act.” Va. Code § 2.2-4321.3.

Board Agenda Item
December 7, 2021

To begin the process of adopting an ordinance, the Board directed staff to provide information at its March 16, 2021, Legislative Committee meeting on implementing prevailing wage requirements on County construction contracts. In preparation for the March 16, 2021, meeting staff identified the following agencies as an informal workgroup: the Department of Public Works and Environmental Services, Park Authority, Department of Transportation, Department of Housing and Community Development and Department of Procurement and Material Management, and the Office of the County Attorney. Staff conducted outreach and research activities with a variety of entities to determine relevant similar experiences, including the Virginia Department of Engineering and Buildings, Virginia Department of Labor and Industry, Arlington County, Virginia, Montgomery County, Maryland, various Construction Contractors, and the Northern Virginia Labor Federation. Independent, professional cost estimators from the region were also consulted to provide tangible data on prevailing wage impacts to construction project costs: Downey and Scott, Forella Group, McDonough Bolyard & Peck, Lewicki Estimating Services, Jacobs. Staff also reached out to equity stakeholders within Fairfax County regarding the impact prevailing wage may have on small, women and minority-owned (SWaM) businesses, including many contractors and subcontractors that may not have the same administrative capacity as larger construction companies.

After the March 16, 2021, meeting, the staff workgroup prepared additional information and drafted an ordinance for consideration by the Board at its October 26, 2021, Legislative Committee meeting. Following discussion from the Board at that meeting, the draft prevailing wage ordinance was revised, culminating in the draft prevailing wage ordinance that is proposed to be advertised for a public hearing and is enclosed as Attachment 1. Specifically, the following changes were made to the draft ordinance:

- Section 2-3-1(a): Definition of “Construction” was revised and deleted the following language, “include maintenance work to a County Public Body’s infrastructure.”
- Section 2-3-2(f)(i): This section was revised to reflect a project threshold of \$250,000.
- Section 2-3-2(f)(iii): This section was revised to give the Board the option to include renewals of Construction Contracts made after July 1, 2022, within the scope of the ordinance.
- Section 2-3-2(f)(iv): This section was revised and deleted the following language “exempt or.”
- Other general revisions to correct formatting, fix typographical errors, and improve the internal consistency of the ordinance.

FISCAL IMPACT:

Based on discussion with neighboring jurisdictions and state agencies that have implemented prevailing wage requirements, as well as input from cost estimating experts, actual data on prevailing wage impacts to construction project costs is very limited. Different public organizations are taking differing budget approaches to the potential for impacts to construction costs. Arlington County, VA has not yet implemented their PWO and is planning on no impact to construction costs. Montgomery County, MD has implemented prevailing wage requirements for approximately eight years and estimates a potential construction cost impact of up to 5%. The VA Division of Engineering and Buildings has implemented a prevailing wage requirement since May 2021 and continues to recommend a budgeting impact factor of 15% for construction costs. Updated information from a local cost estimating expert suggests the potential prevailing wage impact on construction costs, including maintenance, may be on the order of up to 5% to 7.5%, dependent upon project type. Staff believes that for Capital Improvement Program planning purposes the County's construction cost impact may be up to an order of magnitude of 5%, or slightly higher, dependent on the project type. However, the actual construction cost impact of the PWO will be extremely hard to quantify in the context of other significant construction cost factors including broader market conditions; availability of contractors, subcontractors, and skilled labor for competitive bidding; supply change issues impacting cost and schedule; impact of fuel and petroleum costs; and cost of other key materials and equipment such as steel, concrete products, and electronics components.

While this is the potential fiscal impact to the County, there may be other One Fairfax-related benefits to the community at-large, including the increased protection of worker's rights and ensuring that impacted workers are paid wages commensurate with their skills and training.

ENCLOSED DOCUMENTS:

Attachment 1 – Draft Prevailing Wage Ordinance for the December 7, 2021, Board Meeting

STAFF:

Christina Jackson, Chief Financial Officer
Cathy Muse, Director, Department of Procurement and Material Management
Carey Needham, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

**AN ORDINANCE AMENDING
CHAPTER 2 OF THE FAIRFAX COUNTY CODE,
RELATING TO PAYMENT OF PREVAILING WAGE FOR WORK PERFORMED
ON COUNTY CONSTRUCTION CONTRACTS**

...

AN ORDINANCE to amend Chapter 2 the Fairfax County Code by adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2.

Draft of November 23, 2021

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

1. That Chapter 2 of the Fairfax County Code is amended and a new Article 3 is adopted, as follows:

**ARTICLE 3. Payment of Prevailing Wage for Work Performed on
County Construction Contracts.**

Section 2-3-1. – Definitions.

- (a) *Construction* has the meaning set out in the Fairfax County Purchasing Resolution. For the purposes of this ordinance, construction does not include work performed by a County Public Body's forces directly.
- (b) *County Public Body* means those public bodies described in Article 1 of the Fairfax County Purchasing Resolution that procure Construction services paid for with Fairfax County funds. Specifically, the Fairfax County Board of Supervisors, the Fairfax County School Board, the Fairfax County Park Authority, or the Fairfax County Redevelopment and Housing Authority.
- (c) *County Construction Contract* means a contract for construction (1) to which a County Public Body is a party; and (2) is solicited through competitive sealed bidding, on a design-build basis, or construction manager at risk basis.
- (d) *Prevailing wage rate* means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of construction is located, as determined by the Commissioner of Labor and Industry on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended.

Section 2-3-2. – Prevailing Wage for County Construction Contracts

- (a) Any contractor or subcontractor who employs any mechanic, laborer, or worker to perform work contracted to be done under a County Construction Contract at a rate that is less than the prevailing wage rate (i) is liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent accruing from the date the wages were due; and (ii) will be disqualified from bidding on public contracts with any public body until the contractor or subcontractor has made full restitution of the amount described in clause (i) owed to such individuals. A contractor or subcontractor who willfully violates this section is guilty of a Class 1 misdemeanor.
- (b) Upon the award of any County Construction Contract, the contractor to whom such contract is awarded must certify, under oath, to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the project to be used by such contractor and any of the contractor's subcontractors in determining compensation for work to be performed under such County Construction Contract. This certification will, for each craft or trade employed on the project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. Within five (5) days of certifying to the Commissioner of Labor and Industry, the contractor must provide a copy of the certification to the Purchasing Agent or County organization with responsibility for the County Construction Contract as identified in the Fairfax County Purchasing Resolution, Article 1, Section 3.
- (c) Each contractor or subcontractor subject to the provisions of this section must keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works project is employed during each workday and week. The contractor or subcontractor must preserve these records for a minimum of six years from contract expiration or termination and make such records available to the Department of Labor and Industry or the County Public Body within 10 days of a request and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.
- (d) Within ten (10) days of a Notice to Proceed, contractors and subcontractors performing construction services pursuant to a County Construction Contract must post the general prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at any such places as are used by the contractor or subcontractors to pay workers their wages. This posting must be made in those languages determined by the Purchasing Agent, in consultation with the American Community Survey, that provide meaningful access to the information in the posting to workers with limited English proficiency. Within 10 days of such posting, a contractor or subcontractor shall certify to the Commissioner of Labor and Industry its compliance with this subsection.

- 1 (e) Any interested party, which is a bidder, offeror, contractor, or subcontractor, shall have
2 standing to challenge any bid specification, project agreement, or other public contract for
3 Construction that violates the provisions of this section. Such interested party shall be
4 entitled to injunctive relief to prevent any violation of this section. Any interested party
5 bringing a successful action under this section shall be entitled to recover reasonable
6 attorney fees and costs from the responsible party.
- 7 (f) The provisions of this section do not apply to County Construction Contracts:
8 i. valued at less than \$250,000;
9 ii. subject to Federal prevailing wage law;
10 iii. solicited and awarded before July 1, 2022, including any renewals **[OPTION: To**
11 **strike “including any renewals”]**; or
12 iv. excluded from the Virginia Public Procurement Act.
13
- 14 (g) The Purchasing Agent has the authority to establish additional departmental procedures,
15 not inconsistent with the provisions of this Article, designed to administer and enforce
16 this Article.
17

18 **2. That the provisions of this ordinance are severable, and if any provision of this**
19 **ordinance or any application thereof is held invalid, that invalidity shall not affect the other**
20 **provisions or applications of this ordinance that can be given effect without the invalid**
21 **provision or application.**
22

23 **3. That this Ordinance is effective July 1, 2022.**

24 GIVEN under my hand this _____ day of _____ 2022.
25

26 _____
27 Jill G. Cooper
28 Clerk for the Board of Supervisors

ADMINISTRATIVE - 26

Authorization to Advertise a Public Hearing to Re-Purpose Proffered Developer Contributions to Fairfax County for Transportation Projects

ISSUE:

Authorization is requested for the Fairfax County Department of Transportation (FCDOT) to advertise a public hearing to re-purpose cash proffers developers contributed to Fairfax County for transportation projects.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on January 25, 2022, at 4:00 p.m., to re-purpose proffers developers contributed to Fairfax County for transportation projects.

TIMING:

Board action is requested on December 7, 2021, for FCDOT to notify the developers who made the proffer contributions, at least 30 days prior to the January 25, 2022, public hearing.

BACKGROUND:

Pursuant to Virginia Code § 15.2-2303.2 (Attachment 1), a locality may use any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made if it is impractical to implement the original project for which the contributions were made. Before using the cash payments for the alternate improvements, 30-days' written notice of the proposed alternative improvements must be given to the entities that made the cash payments, and the Board must conduct a public hearing on the proposal. The Board, following the public hearing, can direct the use of the cash proffers for alternative improvements if it finds: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payments were made no longer exists; (b) the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and (c) the alternative improvements are in the public interest.

Board Agenda Item
December 7, 2021

FCDOT has researched \$893,326 in proffered developer contributions prior to 2005 and requests authorization of a public hearing to consider using these cash payments for alternative transportation improvements in the County. A chart showing the alternative transportation improvement for each proffered developer contribution is attached as Attachment 2. FCDOT staff has determined that each proposed project is in the vicinity of the respective original project and meets the requirements of § 15.2-2303.2. These funds are available in Fund 30040, Contributed Roadway Improvements. FCDOT proposes conducting the public hearing on January 25, 2022.

FISCAL IMPACT:

FCDOT has identified funding in the amount of \$893,326 in Fund 30040, Contributed Roadway Improvements, to be repurposed to transportation improvement projects following the January 25, 2022, public hearing. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – § 15.2-2303.2. Proffered cash payments and expenditures legislation
Attachment 2 – Chart showing recommended alternative transportation improvements

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT
Smitha L. Chellappa, Transportation Planner IV, Funding Section, FCDOT
Mei Fang, Transportation Planner II, Funding Section, FCDOT

ASSIGNED COUNSEL:

M. Christopher Sigler, Assistant County Attorney

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 22. Planning, Subdivision of Land and Zoning
 Article 7. Zoning

§ 15.2-2303.2. Proffered cash payments and expenditures

A. The governing body of any locality accepting cash payments voluntarily proffered on or after July 1, 2005, pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall, within 12 years of receiving full payment of all cash proffered pursuant to an approved rezoning application, begin, or cause to begin (i) construction, (ii) site work, (iii) engineering, (iv) right-of-way acquisition, (v) surveying, or (vi) utility relocation on the improvements for which the cash payments were proffered. A locality that does not comply with the above requirement, or does not begin alternative improvements as provided for in subsection C, shall forward the amount of the proffered cash payments to the Commonwealth Transportation Board no later than December 31 following the fiscal year in which such forfeiture occurred for direct allocation to the secondary system construction program or the urban system construction program for the locality in which the proffered cash payments were collected. The funds to which any locality may be entitled under the provisions of Title 33.2 for construction, improvement, or maintenance of primary, secondary, or urban roads shall not be diminished by reason of any funds remitted pursuant to this subsection by such locality, regardless of whether such contributions are matched by state or federal funds.

B. The governing body of any locality eligible to accept any proffered cash payments pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall, for each fiscal year beginning with the fiscal year 2007, (i) include in its capital improvement program created pursuant to § 15.2-2239, or as an appendix thereto, the amount of all proffered cash payments received during the most recent fiscal year for which a report has been filed pursuant to subsection E, and (ii) include in its annual capital budget the amount of proffered cash payments projected to be used for expenditures or appropriated for capital improvements in the ensuing year.

C. Regardless of the date of rezoning approval, unless prohibited by the proffer agreement accepted by the governing body of a locality pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1, a locality may utilize any cash payments proffered for any road improvement or any transportation improvement that is incorporated into the capital improvements program as its matching contribution under § 33.2-357. For purposes of this section, "road improvement" includes construction of new roads or improvement or expansion of existing roads as required by applicable construction standards of the Virginia Department of Transportation to meet increased demand attributable to new development. For purposes of this section, "transportation improvement" means any real or personal property acquired, constructed, improved, or used for constructing, improving, or operating any (i) public mass transit system or (ii) highway, or portion or interchange thereof, including parking facilities located within a district created pursuant to this title. Such improvements shall include, without limitation, public mass transit systems, public highways, and all buildings, structures, approaches, and facilities thereof and appurtenances thereto, rights-of-way, bridges, tunnels, stations, terminals, and all related equipment and fixtures.

Regardless of the date of rezoning approval, unless prohibited by the proffer agreement accepted

by the governing body of a locality pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1, a locality may utilize any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made. Prior to utilization of such cash payments for the alternative improvements, the governing body of the locality shall give at least 30 days' written notice of the proposed alternative improvements to the entity who paid such cash payment mailed to the last known address of such entity, or if proffer payment records no longer exist, then to the original zoning applicant, and conduct a public hearing on such proposal advertised as provided in subsection F of § 15.2-1427. The governing body of the locality prior to the use of such cash payments for alternative improvements shall, following such public hearing, find: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payment was made no longer exists; (b) the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and (c) the alternative improvements are in the public interest. Notwithstanding the provisions of the Virginia Public Procurement Act, the governing body may negotiate and award a contract without competition to an entity that is constructing road improvements pursuant to a proffered zoning condition or special exception condition in order to expand the scope of the road improvements by utilizing cash proffers of others or other available locally generated funds. The local governing body shall adopt a resolution stating the basis for awarding the construction contract to extend the scope of the road improvements. All road improvements to be included in the state primary or secondary system of highways must conform to the adopted standards of the Virginia Department of Transportation.

D. Notwithstanding any provision of this section or any other provision of law, general or special, no cash payment proffered pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall be used for any capital improvement to an existing facility, such as a renovation or technology upgrade, that does not expand the capacity of such facility or for any operating expense of any existing facility such as ordinary maintenance or repair.

E. The governing body of any locality with a population in excess of 3,500 persons accepting a cash payment voluntarily proffered pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall within three months of the close of each fiscal year, beginning in fiscal year 2002 and for each fiscal year thereafter, report to the Commission on Local Government the following information for the preceding fiscal year:

1. The aggregate dollar amount of proffered cash payments collected by the locality;
2. The estimated aggregate dollar amount of proffered cash payments that have been pledged to the locality and which pledges are not conditioned on any event other than time; and
3. The total dollar amount of proffered cash payments expended by the locality, and the aggregate dollar amount expended in each of the following categories:

a	Schools	\$ _____
b	Road and other Transportation Improvements	\$ _____
c	Fire and Rescue/Public Safety	\$ _____

d	Libraries	\$ _____
e	Parks, Recreation, and Open Space	\$ _____
f	Water and Sewer Service Extension	\$ _____
g	Community Centers	\$ _____
h	Stormwater Management	\$ _____
i	Special Needs Housing	\$ _____
j	Affordable Housing	\$ _____
k	Miscellaneous	\$ _____
l	Total dollar amount expended	\$ _____

F. The governing body of any locality with a population in excess of 3,500 persons eligible to accept any proffered cash payments pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 but that did not accept any proffered cash payments during the preceding fiscal year shall within three months of the close of each fiscal year, beginning in 2001 and for each fiscal year thereafter, so notify the Commission on Local Government.

G. The Commission on Local Government shall by November 30, 2001, and by November 30 of each fiscal year thereafter, prepare and make available to the public and the chairmen of the Senate Local Government Committee and the House Counties, Cities and Towns Committee an annual report containing the information made available to it pursuant to subsections E and F.

2001, c. 282;2003, c. 522;2005, c. 855;2006, cc. 583, 872, 882;2007, c. 321;2012, c. 521;2013, cc. 510, 541.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

ATTACHMENT 2

Date	DE	Proffer No.	Balance Net of Earmarked and Disbursed	Applicant/Developer	Proffer	Original Proffer Location (District)	Notes	Recommended Project
5/29/1998	DE13919	RZ 92-W-007	\$112,266	FIRST BALMORAL CORPORATION, First Balmoral Corp	20. Cash or other surety acceptable to the Department of Environmental Management (DEM) sufficient to cover the cost of design, equipment and installation, as determined by VDOT, of a traffic signal at the western site entrance to Compton Road shall be provided to the County by the applicant at the time of approval of the final subdivision plat containing the 120th lot within the development unless such funds have been previously provided or said traffic signal installed pursuant to the conditions of Special Permit SP 92-S-026. in the event this traffic signal has been installed by others prior to the approval of such subdivision plat, then the cost of the design, equipment and- installation of the traffic signal shall be paid to DEM at the time of such subdivision plat approval, for reimbursement to VDOT or the County, whichever paid for the traffic signal. The applicant shall have no further obligation to fund signalization of this intersection if the County has not requested the signal and VDOT warrants have not been met within two years after the issuance of the last Residential Use Permit or the Non-Residential Use Permit for the golf course, whichever shall occur later, in which event Applicant's aforesaid cash or other surety shall be released to the Applicant.	Springfield	No signals were planned to be installed at this intersection.	Route 29 widening Phase 2, Springfield and Sully Districts
12/22/1998	DE14011	PCA 84-L-020	\$245,160	KINGSTOWNE COMMERCIAL LIMITED PARTNERSHIP, Landsdowne Ctr LP	At the time of site plan approval, the developer shall provide a cash contribution to VDOT of \$227,000 for Beulah signalization as determined by VDOT. The contribution payment shall be adjusted as of July 31, 1995 in accord with construction cost index as publicized in the Engineering News Record by McGraw Hill at the time of payment. Additionally the developer shall construct a declaration lane into the center from telegraph road subject to approval of VDOT and DEM.	Lee	The signal has been installed.	Frontier Drive, Lee District
2/5/2001	DE14398	RZ 1998-LE-006	\$120,000	SPRINGFIELD EAST LC, Springfield Metro LP	C-3. Signalization. Funding for the full cost of a traffic signal at the site's entrance from Loisdale Road shall be escrowed with the County prior to site plan approval. If warranted, this signal shall be installed by the Applicant at the request of Fairfax County or VDOT prior to final bond release for the proposed hotel. If the signal is not warranted at that time, the funds shall be released to the County for the future installation of that signal and the funds increased to cover the full cost of the signal at that time.	Lee	The signal already been installed on the Loisdale Road and Loisdale Ct.	Frontier Drive, Lee District
11/20/2003	DE35489	RZ 1997-SU-012	\$169,300	Fair Lakes Chase LP	6. Veronica Road: At the time of subdivision approval, or upon demand by Fairfax County, whichever shall occur first, the Applicant shall dedicate and convey in fee simple to the Board right-of-way along the Application Property's Veronica Road frontage measuring 26 feet from the existing centerline. The Applicant shall, at the time of subdivision approval, bond for the construction of frontage improvements along Veronica Road measuring nineteen (19) feet from centerline. Upon VDOT and DEM approval, the Applicant may defer construction and escrow with the Department of Environmental Management ("DEM") an amount equal to the cost of constructing a nineteen (19) foot cross section, along the Application Property's Veronica Road frontage. In the event the Veronica Road right-of-way is vacated within fifteen (15) years from the date of approval of bond release for this project, the escrowed amount shall be returned to the Applicant.	Sully	The frontage improvement has been done.	Route 29 widening Phase 2, Springfield and Sully Districts
11/20/2003	DE36369	RZ 1998-SU-040	\$246,600	JACK W. CARNEY AND BENJAMIN M. SMITH	6Aii. Construction. The Applicant shall construct a right turn lane and a third westbound lane along the Application Property frontage of Route 29 as shown on the GDP/SE prior to final site plan approval for seventy-five percent (75%) of the gross floor area of the shopping center if not already done pursuant to RZ 1998-SU-041 or upon request by Fairfax County based upon a funded roadway project for Route 29, whichever occurs first.	Sully	The right turn lane and the third westbound lane have been constructed along the property frontage of Route 29.	Route 29 widening Phase 2, Springfield and Sully Districts
		Total	\$893,326					

ADMINISTRATIVE - 27

Supplemental Appropriation Resolution AS 22171 for the Health Department to Accept Funding from the Virginia Department of Health to Strengthen Public Health Workforce Core and Specialized Competencies

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22171 for the Health Department to accept funding from the Virginia Department of Health (VDH) in the amount of \$604,204 to strengthen core and specialized competencies among Fairfax County's public health workforce. This funding will support 3/3.0 FTE new grant positions in the Health Department's Workforce Development Unit for the express purpose of developing current and future public health professionals to address existing and emerging public health challenges while delivering culturally and linguistically appropriate services, addressing health disparities, and advancing health equity. When grant funding expires, the County is under no obligation to continue funding these positions. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 22171 in the amount of \$604,204 from the Virginia Department of Health to strengthen core and specialized competencies among Fairfax County's public health workforce. Funding will support 3/3.0 FTE new grant positions. No Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on December 7, 2021.

BACKGROUND:

A qualified and well-prepared workforce is essential to effectively protect, promote, and improve community health. The Health Department's public health workforce must be ready to meet the needs of diverse communities, to address changing community health priorities, and to take on future public health challenges. The Health Department, along with academic and local health system partners, have worked collaboratively to address personnel gaps and strengthen areas identified for improvement. The COVID-19 pandemic, a watershed for many job sectors, has not only underscored this need, but has also necessitated an accelerated response.

The Health Department must focus on strengthening the capacity of the workforce by ensuring that staff reflect the diversity of the community and are competent in the skills necessary to fulfill the evolving role of public health, which includes technology and informatics, global health, behavioral health, cultural competency, public health preparedness, community prevention, problem solving, epidemiology, and persuasive communication. There are 3/3.0 FTE new grant positions associated with this effort and include the following:

- 2/2.0 FTE Professional Development Coordinators
- 1/1.0 FTE Staff Development Specialist

These positions will support the Health Department's workforce development initiatives to address 21st century public health challenges; build strategic partnerships to bring about collective impact; harness the power of new types of data; and think and act in a systems perspective.

FISCAL IMPACT:

Funding from the Virginia Department of Health, in the amount of \$604,204, will be used to strengthen core and specialized competencies among Fairfax County's public health workforce. No Local Cash Match is required. This action does not increase the expenditure level of Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

There are 3/3.0 FTE new grant positions associated with this award. The County has no obligation to continue funding these positions when the grant funding expires.

Board Agenda Item
December 7, 2021

ENCLOSED DOCUMENTS:

Attachment 1: Memorandum of Agreement

Attachment 2: Supplemental Appropriation Resolution AS 22171

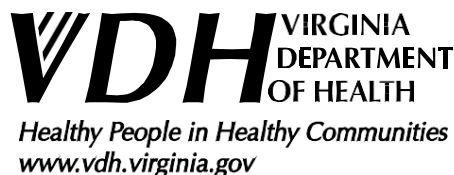
STAFF:

Christopher A. Leonard, Deputy County Executive

Gloria Addo-Ayensu, MD, MPH, Director, Health Department (HD)

Jessica Werder, Deputy Director for Public Health Operations, HD

Christopher Revere, Deputy Director for Innovation and Planning, HD



**VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY PREPAREDNESS
109 GOVERNOR STREET
RICHMOND, VIRGINIA 23219
SUB-RECIPIENT AGREEMENT**

MOA NUMBER: VDH-OEP/FAIRFAX-619-0000119389

- I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement is entered into by Fairfax County, acting through the Fairfax Health District, whose business address is 10777 Main Street, Fairfax, Virginia 22030, hereinafter called the “Sub-Recipient” and Commonwealth of Virginia through the Department of Health, Office of Emergency Preparedness, whose business address is 109 Governor Street, 7th Floor, Richmond, Virginia 23219, hereinafter called the “Department.”

WHEREAS, the Department desires to enter into an Agreement with the Sub-Recipient to provide pass-through funding from the Centers for Disease Control and Prevention to improve COVID-19 mitigation and prevention in Virginia and;

WHEREAS, The Sub-Recipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Sub-Recipient hereby covenant and agree to the following terms.

- II. PERIOD OF AGREEMENT:** From execution date of VDH signature on last page through June 30, 2023, with no renewal periods.
- III. PERIOD OF GRANT AGREEMENT:** July 1, 2021 through June 30, 2023, in accordance to Special Terms and Conditions: Article VII – Federal Requirements for Sub-Recipient Contracts. Payments to be made in accordance to Article VIII – Method of Payment.
- IV. PURPOSE:** In response to the CDC’s award of Public Health Workforce Crisis Cooperative Agreement funds to the Virginia Department of Health to support COVID-19 prevention, preparedness, response, and recovery initiatives.
- V. SCOPE OF SERVICES:** The Fairfax County Health Department seeks to address the following needs within their public health workforce in accordance with Attachment A – Budget Allocation:
- One (1) Management Analyst II position
Total: \$180,830.25
18 months (end date 6/30/23)
 - Two (2) Management Analyst III positions
Total: \$416,443.50
18 months (end date 6/30/23)
 - Three (3) Laptops
Total: \$4,500
 - Three (3) Data Plans
Total: \$2,430

Reporting Metrics:

As part of this Agreement, Fairfax County Health Department will track and report on the following metrics by the 10th of each month:

Contractual Personnel:

- Name
- Which Position in the work plan is being filled
- Start Date
- Salary/Hourly Wage
- Contract Agency/Vendor

VI. COMPENSATION: The Department will reimburse Sub-Recipient for actual expenditures as a result of services provided under the terms of the basic agreement. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm (Topic #20335). Contract Value: \$604,204 with no renewals. Total Aggregate estimated to be \$604,204.

If this Agreement contains renewal options, the amount of the Department's allocation of funds to the Sub-Recipient shall be negotiated annually. Payments shall be made upon receipt and approval of the Department of required reports for services performed under the terms of this Agreement and invoices and acceptable supporting documentation from the Sub-Recipient. The reimbursement for services shall be based on the budget and on compliance with activities described in the scope of services submitted by the Recipient and approved by the Department. The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures that are itemized by budgeted line item with quarterly and year-to-date total expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm, included in the budget for this agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Sub-Recipient's financial management information system must be provided.
- Personnel: payroll reports from the Sub-Recipient's financial management information system must be provided.
- Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.
- Supplies: listing of the specific items and/or goods for which payment was made.
- Other: listing of the specific items and/or goods for which payment was made.
- Travel: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.
- Telephone/Mobile: if possible, a copy of the top page of the phone bill related to the request for reimbursement should be provided. If this is not possible, such as in cases where these charges are centrally allocated, an explanation of the charges must be provided.

All sub-recipients shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

The Sub-Recipient shall bill the Department monthly via invoice with supporting documentation citing the Agreement number assigned to this document. Billing will be due no later than 30 days following the end of each calendar month in which expenses are incurred. Failure by the Sub-Recipient to submit

invoices within the prescribed time frame may forfeit its right to payment from the Department.

The Sub-Recipient agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Sub-Recipient shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T&E Reports shall be maintained on site for VDH review during monitoring visits.

The Sub-Recipient shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period.

Funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale, as per the attached Notice of Award dated 5/19/21.

Final reconciliation billing for the month of June 2023, along with any overpayments due to the Department, shall be submitted no later than July 30, 2023 to:

Virginia Department of Health
Office of Emergency Preparedness
109 Governor Street, 7th Floor
Richmond, Virginia 23219

VII. FEDERAL REQUIREMENTS FOR SUB-RECIPIENT CONTRACTS

- ☐ Contractor is not receiving pass-through federal funds. Information below not applicable.
☒ **Contractor is sub-recipient receiving pass-through federal funds. Information below is applicable.**

FEDERAL AWARD INFORMATION: Sub-Recipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Agreement.

Sub-Award Organization DUNS: 074837626
Federal Award Identification Number: NU90TP922153
Federal Award Date: 7/1/2021 – 6/30/2023
Amount of Sub-Award: \$604,204
Sub-Award Obligation/Action Date: Upon Execution – 6/30/2023
Total Amount of Federal Award: \$50,920,959
CFDA Number & Name: 93.354 – Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Research & Development: ☐ Yes ☒ No

FEDERAL AWARD RESTRICTIONS: There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCRF.gov.

Acronyms and Definitions: 200.0-200.99

Conflict of Interest:	200.112 and 200.113
Post Federal Award Requirements	200.300-200.345
Pre-Federal Award Requirements	200.200-200.212
General Provisions Sections:	200.400-200.401
Federal Equipment:	200.313
Procurement Guidelines	200.318-200.326
Basic Considerations Sections:	200.402-200.411
Direct and Indirect (F&A) Costs Sections:	200.412 – 200.415
Special Considerations for States, Local Governments and Indian Tribes Sections:	200.416-200.417
General Provisions for Selected:	200.420-200.475 (with exception of 200.424 and
Items of Cost Sections:	200.475 as these are more applicable to Higher Education Institution and other non-profit Organizations.

The Virginia Department of Health, Office of Emergency Preparedness, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of sub-recipients. The above requirements include, but are not limited to the following:

Sub-recipients receiving more than \$750,000 in federal funds, during the sub-recipient's fiscal year, from any and all sources are required to have a single audit performed in accordance with code (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The sub-recipient must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

Federal Funding Accountability and Transparency Act (FFATA) Effective October, 2010, all entities that plan to apply for and ultimately receive a Federal grant/cooperative agreement or receive sub awards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients),
- Have a DUNS number,
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide Executive compensation information for five most highly compensated officers if **all** of the following apply:
 - Organization receives 80% or more of its annual gross revenues in Federal awards,
 - Organization receives \$25,000,000 or more in annual gross revenues from Federal awards,
 - Executive compensation has not previously been reported to any Federal Agency through any other reporting system.

Certifications regarding lobbying (2 CFR 200.450)

Certification Regarding Lobbying (2 CFR 200.450) By signing this agreement, the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Monitoring: The Department will monitor the Sub-Recipient to evaluate the progress and performance of the program. The Sub-Recipient shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Sub-Recipient shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Sub-Recipient, the Sub-Recipient shall reimburse the Department upon demand.

Time and Effort Reporting: The Sub-Recipient shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) 2 CFR Part 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Sub-Recipient shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.

Audit of Financial Records: The Sub-Recipient shall comply with the audit and reporting requirements defined by the Federal Accounting Office audit standards. A copy of the portion of the audit that affects the program will be submitted to the Commonwealth of Virginia. If there are no audit findings, a letter indicating no finds Office of Management and Budget (OMB) 2 CFR 200 Subpart F. Audit Requirements. The Sub-Recipient will, if total Federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Sub-Recipient must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting Federal agency, pass-through entity, and the General Accounting Office.

APPROPRIATIONS: The Sub-Recipient acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKE-FREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of

1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation **and/or the imposition of an administration compliance order on the responsible entity.**

SUB-CONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Sub-Recipient desires to subcontract some part of the work specified herein, the Sub-Recipient shall furnish the Departments names, qualifications and experience of their proposed Sub-Recipients and shall assure compliance with all requirements of the contract. Subcontracting with local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both the Department and Sub-Recipient.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Sub-Recipient agrees that proprietary information disclosed by the Department to the Sub-Recipient for the purpose of this Agreement shall be held in confidence and used only in the performance of the defined Scope of Work. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department. The parties agree that the Subrecipient is a public body and nothing in this section will prohibit the Subrecipient from complying with its obligations under the Virginia Freedom of Information Act.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180): By initialing this box ☐ , the Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Sub-recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501- 200.521, by initialing this box ☐ , the Sub Recipient certifies that it will provide notice of any adverse findings which impact this Agreement and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Sub-recipient is not subject to the Single Audit Act, then Sub-Recipient will provide notice of the completion of any required audits and provide access to such audits upon request.

VIII. METHOD OF PAYMENT: The Sub-Recipient will be reimbursed monthly for services rendered upon receipt of a valid invoice by the Department. Final invoices shall be submitted no later than 30 days after ending of contract period of performance. The Sub-Recipient shall not maintain cash on hand under this Agreement. Payments will be made in accordance with the Prompt Payment Act of Virginia. Invoices, reports, and supporting documentation shall be submitted to:

Virginia Department of Health
Office of Emergency Preparedness
Attention: Sherry House
109 Governor Street, 7th Floor
Richmond, Virginia 23219

OR

Email: Sherry.House@vdh.virginia.gov

Failure of the Sub-Recipient to submit reports, invoices, and acceptable supporting documentation within the prescribed time frame may forfeit Sub-Recipient's right to payment from the Department.

In the event the Sub-Recipient fails to fulfill the requirements set forth in the Scope of Services, the Sub-Recipient will be asked to submit a plan of corrective action within 30 days, or a time frame acceptable to both parties. The plan of corrective action will be mutually agreed to prior to implementation.

Invoicing Required Elements

- Required Certifications (2 CFR 200.415). Must include a signature from an authorized official.
- Current expense column (project costs broken down by ledger cost category)
- Cumulative expense column (project costs broken down by ledger cost category)
- Point of contact for invoicing questions (Name, Email, Phone Number)
- Contract number
- Tax ID Number
- Invoice date
- Invoicing period of performance
 - Billing period to be no more frequent than monthly in accordance with 2 CFR 200.305
- Sub recipient contact person for invoice questions
- Cost sharing amounts if applicable
- Program income amounts if applicable
- Invoice marked "final" if applicable
 - Final invoices shall be submitted no later than 30 days after ending of contract period of performance

IX. TERMS AND CONDITIONS:

- A. **AUDIT:** The Sub-Recipient shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Department and the Sub-Recipient are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Sub-Recipient shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the department shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- D. **BACKGROUND CHECKS:**
1. The VDH may require a background check for Sub-Recipient staff assigned to any

resulting agreement. The Sub-Recipient shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per-background-check basis and will be invoiced by VDH Accounting. The Sub-Recipient employees will be required to complete a form granting authority to release information. The Sub-Recipient shall allow the VDH access to review Sub-Recipient staff personnel and employment records.

2. Background investigation results will be reviewed by the VDH, and are not releasable to the Sub-Recipient, however, can be provided to the individual of the investigation upon a written request.
3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement.
4. In the event of any staff turnover or staff reassignments, the Sub-Recipient shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Sub-Recipient employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Sub-Recipient.

E. CANCELLATION OF AGREEMENT: The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Sub-Recipient. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Sub-Recipient, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Sub-Recipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES TO THE AGREEMENT: The parties may agree in writing to modify the scope of the Memorandum of Agreement. An increase or decrease in the price to the memorandum of Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Agreement.

G. CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION: The Sub-Recipient assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the Code of Virginia. Sub-Recipients who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Sub-Recipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients and their employees working on this project may be required to sign a confidentiality statement.

H. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000: During the performance of this Agreement, the Sub-Recipient agrees to (i) provide a drug-free workplace for the Sub-Recipient's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or

marijuana is prohibited in the Sub-Recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient that the Sub-Recipient maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub-Recipient or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Sub-Recipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- I. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Sub-Recipient certifies that the Sub-Recipient does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. ANTI-DISCRIMINATION:** By submitting this agreement Sub-Recipient certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in (1) and (2) below apply:

1. During the performance of this contract, the Sub-Recipient agrees as follows:
 - a. The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Sub-Recipient. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Sub-Recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, will state that such Sub-Recipient is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the Sub-Recipient employs more than five employees, the Sub-Recipient provide annual training on the Sub-Recipient's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the

- Department of Human Resource Management, and (ii) post the Sub-Recipient's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Sub-Recipient owns or leases for business purposes and (b) the Sub-Recipient's employee handbook.
- e. The requirements of these provisions (1) and (2) are a material part of the contract. If the Sub-Recipient violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Sub-Recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Agreement.
2. The Sub-Recipient will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Sub-Recipient or vendor.
- K. ANTITRUST:** By entering into an agreement, the Sub-Recipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.
- L. PAYMENT:**
1. **To Prime Sub-Recipient:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Sub-Recipient directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Sub-Recipients) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Sub-Recipient at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Sub-Recipients should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Sub-Recipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve the Department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Sub-Recipients:
- a. Within seven (7) days of the Sub-Recipient's receipt of payment from the Commonwealth, a Sub-Recipient awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Sub-Recipient(s) for the proportionate share of the payment received for work performed by the Sub-Recipient(s) under the contract; or
 - (2) To notify the Department and the Sub-Recipient(s), in writing, of the Sub-Recipient's intention to withhold payment and the reason.
 - b. The Sub-Recipient is obligated to pay the Sub-Recipient(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Sub-Recipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Sub-Recipient performing under the primary contract. A Sub-Recipient's obligation to pay an interest charge to a Sub-Recipient may not be construed to be an obligation of the Commonwealth.
 - c. Each prime Sub-Recipient who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting department or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Sub-Recipient default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - d. The Commonwealth of Virginia encourages sub-recipients to accept electronic and credit card payments.
- M. **ASSIGNMENT OF AGREEMENT:** This Agreement shall not be assignable by the Sub-Recipient in whole or in part without the written consent of the Commonwealth.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Sub-Recipient responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **INSURANCE:** By signing this Agreement, the Sub-Recipient will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. This may be accomplished through commercial insurance, self-insurance, or a combination of the two. Fairfax County government is self-insured and is prohibited from providing Additional Insured Status and agreeing to Holding Harmless or Indemnifying any parties.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Sub-Recipients who fail

- to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Sub-Recipient must assure that the required coverage is maintained by the Sub-Recipient (or third party owner of such motor vehicle.)
 5. Health Care Practitioner - \$2,150,000 per occurrence, \$4,250,000 aggregate (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organization.
- (Limits increase each July 1 through fiscal year 2031, as follows per *Code of Virginia* § 8.01-581.15.) <https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- P. NONDISCRIMINATION OF SUB-RECEIPIENTS:** A sub-recipient, bidder, or offeror, shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- Q. WHISTLEBLOWER PROTECTIONS:** Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for Sub-Recipients, grantees, Sub-Recipients, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and Sub-Recipients for federal grants and contracts are required to:
1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
 2. Include this term and condition in any agreement made with a Sub-Recipient or sub

grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

- R. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Sub-Recipient organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- S. CONTINUITY OF SERVICES:**
- a.) The Sub-Recipient recognizes that the services under this Agreement are vital to the Department and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Sub-Recipient, may continue them. The Sub-Recipient agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Department-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Department Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Sub-Recipient to its successor.
 - b) The Sub-Recipient shall, upon written notice from the Contract Administrator, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Administrator's approval.
 - c) The Sub-Recipient shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- T. CIVILITY IN STATE WORKPLACES:** The Sub-Recipient shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Sub-Recipient or any subcontractor in connection with this Agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Sub-Recipient shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if the Sub-Recipient's (and any subcontractor's) regular mandatory training programs do not

already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

U. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. DATA PRIVACY:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this Agreement, Sub-Recipient is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.
- B. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Sub-Recipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual’s and the department’s written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Sub-Recipients who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- b. ensuring that any Sub-Recipients that the Sub-Recipient may engage on its behalf, that will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifying the Department of any breach, or suspected breach, in the security of such information.

Sub-Recipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients and their employees working on this project may be required to sign a confidentiality statement.

V. STATUS OF PERSONNEL: **Sherry House** has been designated as the Contract Administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature.

FAIRFAX COUNTY:

By:
Type or Print Name:
Title:
Date:
EIN#
DUNS#

VIRGINIA DEPARTMENT OF HEALTH:

By:
Type or Print Name:
Title:
Date:

Please check the box below:

Do you receive more than \$750,000 in federal funds?

☐ Yes

☐ No

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22171

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G7171, Health Department

Grants: 1710045-2022, Public Health Workforce Development \$604,204

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$604,204

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Health, \$604,204

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

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ACTION - 1

Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC

ISSUE:

Adoption of a resolution (Attachment 1) authorizing the County Executive to execute an agreement extending the term of Comcast's cable franchise through December 31, 2022 (Attachment 2).

RECOMMENDATION:

The County Executive recommends that the Board authorize him to enter into an agreement with Comcast extending the term of Comcast's cable franchise without change in the terms and conditions of the franchise.

TIMING:

The Comcast cable franchise should be extended prior to its scheduled expiration on December 31, 2021.

BACKGROUND:

Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the community regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

Comcast and County staff are currently engaged in discussions regarding renewal of the Franchise, which covers only the vicinity of Reston. A renewal agreement has not yet been reached. A limited extension of the term through December 31, 2022, will maintain the parties' existing rights and obligations while they seek to develop a renewal agreement. Comcast and the Board previously extended the original term of the franchise in June 2020, from June 30 through December 31, 2020, and in December 2020, through December 31, 2021.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment 1 – Proposed resolution
Attachment 2 – Proposed agreement with Comcast

STAFF:

Ellicia Seard-McCormick, Deputy County Executive
Michael S. Liberman, Director, Department of Cable and Consumer Services
Frederick E. Ellrod III, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

Erin C. Ward, Deputy County Attorney
Joanna L. Faust, Assistant County Attorney

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A
LETTER AGREEMENT WITH COMCAST OF VIRGINIA, LLC**

At a regular meeting of the Fairfax County Board of Supervisors ("Board of Supervisors") on December 7, 2021, at which a quorum was present and voting, the following resolution was adopted in public session.

WHEREAS:

1. Section 2(c) of the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2(g) as July 1, 2005, and
2. By agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and
3. By agreement dated December 9, 2020, the term of the Franchise was extended through December 31, 2021; and
4. No renewal agreement has been reached and the parties are continuing to pursue the renewal procedures set forth in 47 U.S.C. § 546;

NOW, THEREFORE, be it resolved by the Board of Supervisors that the County Executive is authorized to sign the attached agreement, in which the parties agree to extend the term of the Franchise Agreement through December 31, 2022.

GIVEN under my hand this 7th day of December, 2021.

Jill G. Cooper
Clerk for the Board of Supervisors

**AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COMCAST OF VIRGINIA, LLC**

This Agreement is made this _____ day of December 2021, by and between the County of Fairfax, Virginia (hereinafter the “County”), and Comcast of Virginia, LLC (hereinafter “Comcast”).

WHEREAS, the County has granted a franchise (“Franchise”) to Comcast pursuant to the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 (“Franchise Agreement”), and Chapter 9.2 of the County Code, as amended, collectively referred to as the “Franchise Documents”; and

WHEREAS, by agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and

WHEREAS, by agreement dated December 9, 2020, the term of the Franchise was extended through December 31, 2021; and

WHEREAS, Comcast initiated the franchise renewal process consistent with Section 626 of the Communications Act of 1984, as amended (“Cable Act”) via letter to the County dated August 8, 2017; and

WHEREAS, the County and Comcast are currently engaged in discussions regarding renewal of the Franchise; and

WHEREAS, the County and Comcast each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by

mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through December 31, 2022 (the “extension period”).

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Comcast a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the day first above written.

County of Fairfax, Virginia

By _____
Bryan J. Hill
County Executive

Comcast of Virginia, LLC

By _____
Misty Allen
VP Government & Regulatory Affairs

ACTION - 2

Authorization to Amend the Interim Agreement with Alpine X Inc. for the Fairfax Peak Development at the I-95 Lorton Landfill (Mount Vernon District)

ISSUE:

Board of Supervisors (Board) authorization of the County Executive to amend the Interim Agreement between the Board and Alpine X Inc. regarding the potential indoor ski facility and related development on the I-95 Lorton landfill, located on Fairfax County Tax Map 113-1 ((1)), Parcel 14.

RECOMMENDATION:

The County Executive recommends that the Board authorize the County Executive to execute the Second Amendment to the Interim Agreement with Alpine X Inc. (formerly Alpine X LLC).

TIMING:

Board action is requested to allow consideration of authorizing the County Executive to amend the Interim Agreement with Alpine X Inc. prior to the current expiration on December 31, 2021.

BACKGROUND:

On December 21, 2018, Alpine X Inc., formerly Alpine X LLC, (Developer) submitted an unsolicited proposal (Proposal) to the County for the redevelopment of portions of the Board-owned I-95 Lorton landfill, pursuant to the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 et seq., as amended (PPEA). The landfill is located on Fairfax County Tax Map 113-1 ((1)) 14 (Parcel 14).

The Proposal named the project “Fairfax Peak” and generally envisions the construction of an indoor ski facility, hotel and related commercial development, and other complimentary recreational facilities (Project), as listed below:

- Multiple ski slopes, inside a structure, at approximately a 20-degree angle, including a slope compliant with the Fédération Internationale de Ski’s standards, ensuring it can be used for competitions;

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- A specially designed area for skiing and snowboarding with a variety of ramps, jumps, rails, boxes and other features, capable for use in national snowboarding and freestyle skiing competitions;
- A bunny slope for beginners, snow tubing run and area for skiers and snowboarders to perform tricks;
- Restaurants, ski shop and dining terrace at the summit;
- A 100-plus room hotel at the base of the indoor snow facility;
- A gravity-powered, mountain coaster that will slide from the summit to Occoquan Regional Park; and,
- A ropes course and other outdoor activity areas.

The proposal also envisioned other amenities that could be added in the future, including a “gravity ropes course” and passive recreation areas. Additional detail on the Project scope can be found online (Attachment 1).

Due to the complexity of the Project, the Developer needed to perform feasibility and other studies to confirm the construction viability of the Project. To that end, the County approved a Right of Entry Agreement on May 11, 2020 (“ROE”) to permit the Developer and its contractors to enter onto portions of the Parcel 14 and to perform limited initial due diligence work on such area through December 31, 2020.

The Board of Supervisors approved an Interim Agreement on November 17, 2020, to add certain additional terms to allow the Developer to advance its due diligence for the Project (Attachment 2). Those included:

- Extended the term of the ROE until December 31, 2021;
- Confirmed the potential area of study for the Project (Project Area); and
 - The Agreement also allowed – upon mutual agreement of the County and the Developer – to expand the Project area to the remainder of Parcel 14 as well as the adjacent Fairfax County Tax Map 113-1 ((1)) 15 (Parcel 15). Parcel 15 is owned by the County; the majority of the parcel is under a ground lease to the Northern Virginia Regional Park Authority (NVRPA).
- Provided an exclusive negotiation period in which the County agreed not convey or lease any portion of the Project Area to a third party before December 31, 2021.
 - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2022.
 - The Developer also acknowledges that the County is considering the use of land adjacent to the Project for a solar power generation facility and that the County may use some or all of the Project Area to support the County’s solar project.

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The First Amendment to the Interim Agreement was approved by the Board on March 23, 2021, to allow for the Developer to perform test drilling as part of diligence work to investigate the substrate condition of the landfill subgrade and/or bedrock (Attachment 3). Those geotechnical studies were substantially completed in August 2021.

The Developer is continuing to move forward with site design and is seeking further amendment to the Interim Agreement and ROE (Second Amendment). The Second Amendment (Attachment 4) would allow certain additional terms to allow for the developer to continue site design and engage the County regulatory agencies to pursue the proposed development. Those terms include:

- Extending the term of the exclusive negotiation period and ROE until December 31, 2023.
 - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2024.
- Designating the Developer as a County agent for the limited purpose of pursuing land use approvals, including any required zoning and similar regulatory approvals necessary for the construction and use of the proposed development.
 - The ability to pursue land use approvals as an agent of the County is limited to the Project Area and subject to the review conditions outlined in the Second Amendment – Section 2.
 - The proposed development must include a ski facility and related hotel.
- The Project Area boundary was adjusted to ensure that there will be no overlap between the Project Area and the County's potential solar power generation facility under consideration at the I-95 Landfill site, and providing that the County may only use part of the Project Area for the County's solar project with the Developer's consent.

Future development of the project will be contingent on, among other things, the Developer successfully achieving future regulatory review and permission for the Project. Such permission will include all required land use approvals and state regulatory requirements. These approvals are not included in the scope of the proposed Amendment and will be subject to the appropriate County regulatory review land use processes and future Board review.

The Board of Supervisors authorized the Public Hearing on October 5, 2021, with the Public Hearing held on October 19, 2021. Public comments were accepted to be included in the record until November 24, 2021.

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FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment 1 – Alpine-X Unsolicited PPEA Proposal can be found online at:

<https://www.fairfaxcounty.gov/procurement/ppea/fairfaxpeak/alpinexproposal>

Attachment 2 – Interim Agreement can be found online at:

https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/documents/pdf/201119_alpine-x_interim_agreement_executed.pdf

Attachment 3 – First Amendment to Interim Agreement & Right of Entry Agreement can be found online at:

https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/fairfax_peak/2021_0324%20alpine-x_first_amendment_to_interim_agreement_executed.pdf

Attachment 4 – Proposed Second Amendment to the Interim Agreement & Right of Entry Agreement can be found online at:

https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/fairfax_peak/second-amendment-to-interim-agreement-apx.pdf

STAFF:

Rachel Flynn, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Rebecca Moudry, Director, Department of Economic Initiatives

John Kellas, Deputy Director, Solid Waste Management, DPWES

Eric Forbes, Division Director, Solid Waste Compliance, DPWES

Scott Sizer, Catalytic Development Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney

Ryan Wolf, Assistant County Attorney

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ACTION - 3

Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2022

ISSUE:

Board approval of a resolution (Attachment 1) to authorize and request the sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2022 on or about February 3, 2022.

RECOMMENDATION:

The County Executive recommends that the Board:

1. Approve the proposed resolution that requests the Fairfax County Economic Development Authority (EDA) to issue revenue refunding bonds for previously approved Projects; and
2. Approve the form of the Second Amended and Restated District Contract; Second Amended and Restated Fiscal Agent Agreement; Seventh Supplemental Trust Agreement; Preliminary Official Statement; Notice of Sale; Escrow Deposit Agreement; Continuing Disclosure Agreement; and
3. Authorize the execution and delivery of the documents and authorize the Chairman, Vice Chairman, the County Executive, or the Chief Financial Officer to determine and approve certain details of the transaction.

TIMING:

Board action is requested on December 7, 2021.

BACKGROUND:

The Route 28 Tax District (the "District") is a special tax district established in partnership with Loudoun County on December 21, 1987, to provide transportation improvements to State Route 28. The District was formed upon landowner petition to accelerate planned highway improvements proposed by the Commonwealth of Virginia (the "State"), which relied primarily on pay-as-you-go financing from the Northern Virginia region's share of the State Primary Road Fund Allocation. The District boundaries encompass approximately 14 miles in length, located generally along State Route 28 from U.S. Route 50 in Fairfax County to U.S. Route 7 in Loudoun County.

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The District is governed by a commission of nine members composed of four of the members of the Fairfax County Board of Supervisors, four of the members of the Loudoun County Board of Supervisors, and the Chair of the Commonwealth Transportation Board (CTB) or their designee. Industrial and commercial property owners within the District are subject to a maximum additional tax assessment of \$0.20 per \$100 of assessed value that is levied by the respective Boards of Supervisors. The District Commission meets annually to review construction and financial updates from staff and recommend a tax rate to be included as part of the respective counties budget resolutions for the upcoming fiscal year. The FY 2022 tax rate for this District is \$0.17 per \$100 of assessed value.

Under the terms of an agreement with the State, the District will fund 75 percent of Phase I and Phase II improvements and the State will fund 25 percent. Improvements completed for Phase I included widening the existing road from two to six lanes and upgrading three major intersections. Phase II improvements included ten grade separated interchanges and widening the existing road from six lanes to eight from U.S Route 50 to Sterling Boulevard. In March 2021, Virginia Department of Transportation representatives notified the District Commission that all District construction projects had been completed. District project funding was derived from the following sources: tax district revenue, the Transportation Partnership Opportunity Fund, the Northern Virginia Transportation Authority; and revenue bond financing through the CTB and the Fairfax County EDA to be repaid from annual tax district revenue.

The Fairfax County EDA issued the Series 2003 and Series 2004 Revenue Bonds, respectively, on behalf of the District. These bond proceeds provided for the construction of six of the interchange projects as part of Phase II improvements. These bonds were later refinanced as part of the EDA Series 2012 Revenue Refunding Bonds, which become callable in 2022 and eligible to be currently refunded to generate debt service savings. This bond sale proposes to refinance the EDA Series 2012 Revenue Refunding Bonds for savings and does not extend the final maturity of the bonds beyond 2033.

The EDA issued two additional series of bonds, the Series 2007 and Series 2008 Revenue Bonds, to finance the remaining final four interchange projects. These bonds were later refinanced as part of the EDA Series 2016 Revenue Refunding Bonds. The next refunding opportunity for these bonds will be in 2026 with a final maturity in 2037.

There is currently \$214.4 million of outstanding bonds for the District, which represents a combination of EDA and CTB debt. County staff will continue to monitor all future debt refunding opportunities, partial debt defeasances, and return to the District Commission and Board again when market conditions warrant an opportunity to further improve the District's financial profile. Upon reaching the final year of debt service in 2037 and assuming no other District financial obligations, the District would then be abolished when all the debt is paid.

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The District Commission approved a resolution to proceed with refunding the EDA Series 2012 Revenue Refunding Bonds at their March 19, 2021, annual meeting. The Loudoun County Board of Supervisors meets on December 7, 2021, the Fairfax County EDA meets on December 13, 2021, and the CTB is expected to meet on January 12, 2022, respectively, to all consider the approval to proceed with this bond sale. The current bond sale schedule of events anticipates a sale on or about February 3, 2022. Staff will provide a Not in Package (NIP) summary of the bond sale to the Board of Supervisors along with an update to the District Commission as part of their planned spring 2022 annual meeting.

FISCAL IMPACT:

Based on market conditions as of November 9, 2021, a refunding of \$63.5 million of existing EDA debt is estimated to generate net present value savings of \$7.8 million or 12.3 percent of the refunded bonds. If interest rates rise 25 basis points (0.25 percent), the net present value savings would be approximately \$6.8 million or 10.7 percent. If interest rates rise 50 basis points (0.50 percent), the net present value savings would be approximately \$5.8 million or 9.1 percent.

ENCLOSED DOCUMENTS:

Attachment 1: County Resolution
Attachment 2: EDA Resolution
Attachment 3: Bond Sale Schedule of Events
Attachment 4: Commission Resolution (Approved March 19, 2021)
Attachment 5: Second Amended and Restated District Contract
Attachment 6: Second Amended and Restated Fiscal Agent Agreement
Attachment 7: Seventh Supplemental Trust Agreement
Attachment 8: Preliminary Official Statement
Attachment 9: Notice of Sale
Attachment 10: Escrow Deposit Agreement
Attachment 11: Continuing Disclosure Agreement

STAFF:

Christina Jackson, Chief Financial Officer
Tom Biesiadny, Director, Fairfax County Department of Transportation
Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia Moody McCay, Senior Assistant County Attorney

RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) SERIES 2022A; APPROVING THE FORM OF A SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING A FORM OF A NOTICE CALLING FOR BIDS TO PURCHASE SUCH BONDS AND IN THE ALTERNATIVE AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF SUCH BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM OF A SECOND AMENDED AND RESTATED DISTRICT CONTRACT BY AND AMONG THE COMMONWEALTH TRANSPORTATION BOARD, THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION; APPROVING THE FORM OF AND EXECUTION OF A SECOND AMENDED AND RESTATED FISCAL AGENT AGREEMENT BETWEEN THE COUNTY, LOUDOUN COUNTY AND A FISCAL AGENT; CONFERRING AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR APPROPRIATE; AND DELEGATING TO ANY OF THE CHAIRMAN, THE VICE CHAIRMAN, THE COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE AND APPROVE CERTAIN DETAILS OF SUCH TRANSACTIONS.

WHEREAS, the Board of Supervisors (the “Board”) of Fairfax County (the “County”), the Board of Supervisors (the “Loudoun Board”) of Loudoun County (“Loudoun County” and together with the County, the “Counties”), and the State Route 28 Highway Transportation Improvement District Commission (the “Commission”) are parties to an Amended and Restated Local Contract, dated as of November 1, 2006 (the “Local Contract”), which provides, among other things, the duty of the Commission to make requests to the Board and the Loudoun Board for the levy of a special improvements tax and the collection of special tax revenues in the State Route 28 Highway Transportation Improvement District (the “District”); and

WHEREAS, the Commonwealth Transportation Board (the “CTB”), the Commission, and Fairfax County Economic Development Authority (the “Authority”) are parties to an Amended and Restated District Contract, dated as of May 1, 2012 (the “District Contract”), which provides, among other things, an agreement for the CTB to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for State Route 28 between its intersection with Route 50 in the County and its intersection with Sterling Boulevard in Loudoun County (the “District Project”), an agreement among the parties regarding the financing of the District Project and the application of the special tax revenues resulting from the levy in the District; and

WHEREAS, the Board, the Loudoun Board, and U.S. Bank National Association, as Fiscal Agent (in such capacity, the “Fiscal Agent”), are parties to an Amended and Restated Fiscal Agent Agreement, dated as of May 1, 2012 (the “Fiscal Agent Agreement”), by the terms of which the County and Loudoun County agreed to pay the special tax revenues collected in the District to the Fiscal Agent, which allocates and distributes such revenues pursuant to the provisions of the Fiscal Agent Agreement and in accordance with the District Contract; and

WHEREAS, the Authority has financed or refinanced construction costs of the District Project by issuing bonds (the “Outstanding Authority Bonds”) designated “Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project)” under an Amended and Restated Trust Agreement, dated as of November 1, 2006, as supplemented (as supplemented, the “Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (in such capacity, the “Trustee”); and

WHEREAS, there has been presented to the Board the proposed form of a Second Amended and Restated District Contract by and among the CTB, the Commission and the Authority, the terms of which would amend the District Contract to allow for increased flexibility for structuring the refunding of Outstanding Authority Bonds and the funding of the Reserve Subfund established under the Trust Agreement, as well as incorporating the prior amendments to the District Contract (the “Second Amended and Restated District Contract”); and

WHEREAS, on May 23, 2012, the Authority issued \$86,275,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the “2012 Bonds”), to refund certain maturities of the Authority’s \$33,375,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2003, and the Authority’s \$57,410,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 previously issued to provide financing for the District Project; and

WHEREAS, the County has determined to request the Authority consider authorizing the refinancing of some or all of the 2012 Bonds (the “2012 Refunded Bonds”) by issuing “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2022A” (the “2022 Bonds”), pursuant to the Trust Agreement and the necessary documents to effect such refinancing and related transactions; and

WHEREAS, there has been presented to the Board a proposed form of a seventh supplemental trust agreement of the Authority (the “Supplemental Agreement”), supplementing the Trust Agreement, which seventh supplemental trust agreement will set forth the details of the 2022 Bonds, as contemplated by the Trust Agreement; and

WHEREAS, there has been presented to the Board the proposed form of a Second Amended and Restated Fiscal Agent Agreement (the “Second Amended and Restated Fiscal Agent Agreement”) by and among the Board, the Loudoun Board and the Fiscal Agent, the terms of which would amend the Fiscal Agent Agreement to contemplate the issuance of the 2022 Bonds; and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the 2022 Bonds, the Authority, the County, Loudoun County, the District and the District Project (the “Preliminary Official Statement”); and

WHEREAS, there has been presented to the Board a proposed form of the notice calling for bids by underwriters for the purchase of the 2022 Bonds, in the event of a competitive sale for the 2022 Bonds (the “Notice of Sale”); and

WHEREAS, the County and Loudoun County will undertake responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time, and make continuing disclosure undertakings in the form of the Continuing Disclosure Agreement presented to this meeting (the “Continuing Disclosure Agreement,” and collectively with the Supplemental Agreement, the Second Amended and Restated District Contract, the Second Amended and Restated Fiscal Agent Agreement, the Preliminary Official Statement, and the Notice of Sale, the “2022 Documents”); and

WHEREAS, the Board has duly reviewed and considered the forms of each of the 2022 Documents and has determined that each is in acceptable form; and

WHEREAS, the Board has determined to authorize the Authority to delegate to each of the Chairman, the Vice Chairman, the Treasurer and the President of the Authority (each an “Authorized Authority Officer”) the authority to approve additions, deletions and modifications to the Supplemental Agreement, the Preliminary Official Statement, the Second Amended and Restated District Contract, the Second Amended and Restated Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Notice of Sale, so long as such additions, deletions or modifications are consistent with the provisions of this resolution (this “Resolution”), the execution of any such document or agreement by such Authorized Authority Officer being conclusive evidence of such approval; and

WHEREAS, the Board has determined that it is necessary to delegate to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each, a “County Delegate”) the power to approve the issuance by the Authority of the 2022 Bonds, the sale by the Authority of the 2022 Bonds and the details of these transactions, but subject to the guidelines and standards established hereby and subject to the approval of appropriate Loudoun County and Authority officials, and to make appropriate certifications and agreements in connection with these transactions; now, therefore,

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

SECTION 1. The Authority is hereby requested to authorize and issue the 2022 Bonds in an aggregate principal amount not to exceed \$75,000,000 for the purpose of refunding certain outstanding maturities of Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012. The 2022 Bonds may be issued and delivered on any date on or before December 31, 2022.

The 2022 Bonds shall be issued for the purposes of refunding the 2012 Refunded Bonds and paying the costs of issuing the 2022 Bonds.

The 2022 Bonds may be sold in a competitive sale pursuant to bids received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic based competitive bidding system. If the 2022 Bonds shall be sold in a competitive sale such 2022 Bonds are requested to be awarded to the bidder submitting the best bid (determined in accordance with the requirements of the Notice of Sale and the terms set forth in an Authority Board of Commissioners resolution), and a County Delegate is hereby authorized to request the Authority to award the 2022 Bonds to such best bidder.

The 2022 Bonds may, upon the approval of an Authorized Authority Officer and with the consent of a County Delegate and a Loudoun County official approved by the Loudoun Board, be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to the County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the Authority and the County and (ii) the underwriter(s) of the bonds shall have been chosen pursuant to County and Loudoun County guidelines and regulations. In the event of a negotiated sale, a County Delegate, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute or approve a bond purchase agreement, by and among the underwriters, the Authority and approved by the County and Loudoun County, setting forth the terms of the sale of the 2022 Bonds. Such bond purchase agreement shall only be executed if (i) such agreement does not contain any terms contradictory to the terms of this Resolution or the resolution to be approved by the Authority Board of Commissioners resolution relating to the 2022 Bonds and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

SECTION 2. The Board hereby approves the issuance by the Authority of the 2022 Bonds, and any County Delegate is hereby authorized to approve, if necessary, details concerning the structure, sizing, pricing and issuance of such 2022 Bonds.

SECTION 3. The form of the Supplemental Agreement presented to this meeting is hereby approved. Any Authorized Authority Officer is authorized to execute and deliver, in the name and on behalf of the Authority, the Supplemental 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 Authority Officer executing the Supplemental Agreement, the execution thereof by such Authorized Authority Officer being conclusive evidence of such approval.

SECTION 4. The form of the Preliminary Official Statement presented at this meeting is hereby approved. Any County Delegate is hereby authorized to deem “final” for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, those portions of the Preliminary Official Statement relating to the 2022 Bonds and the security therefor, the District and the County. The distribution and use by the underwriters in making a public offering of the 2022 Bonds of a final Official Statement (the “Official Statement”), in substantially the form of the Preliminary Official Statement but completed with pricing and other details of the 2022 Bonds, are hereby approved, with such additions, deletions and modifications as may be

approved by such County Delegate. The Official Statement shall be in the form of the Preliminary Official Statement with such additions, deletions and modifications as may be approved by a County Delegate.

SECTION 5. If the 2022 Bonds are sold in a competitive sale, the form of the Notice of Sale presented to this meeting is hereby approved, with such additions, deletions and modifications as may be approved by a County Delegate, and the distribution, publication and use of the Notice of Sale for purposes of the sale of the 2022 Bonds is hereby approved. Bids shall be received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic-based competitive bidding system.

SECTION 6. The form of the Second Amended and Restated District Contract presented to this meeting is hereby approved. Any Authorized Authority Officer is authorized to execute and deliver, in the name and on behalf of the Authority, the Second Amended and Restated District Contract in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Authorized Authority Officer executing the Second Amended and Restated District Contract, the execution thereof by such Authorized Authority Officer being conclusive evidence of such approval.

SECTION 7. The form of the Continuing Disclosure Agreement presented at this meeting is hereby approved. Any County Delegate is authorized to execute and deliver, in the name and on behalf of the County, 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 a County Delegate, such execution thereof being conclusive evidence of such approval.

SECTION 8. The form of the Second Amended and Restated Fiscal Agent Agreement presented to this meeting is hereby approved. Any County Delegate is authorized to execute and deliver, in the name and on behalf of the County, the Second Amended and Restated Fiscal Agent Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the County Delegate executing the Second Amended and Restated Fiscal Agent Agreement, the execution thereof by such County Delegate being conclusive evidence of such approval.

SECTION 9. The execution and delivery by a County Delegate of any 2022 Document and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of his or her approval of the additions, deletions and modifications, if any, to the forms thereof and of his or her authority to execute and deliver such 2022 Documents and other agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 10. The members, officers, employees, and agents of the Board, 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 any of documents relating to the Bonds to be

Refunded or the funding of the Reserve Subfund established under the Trust Agreement) on behalf of the County required of them by the provisions of the 2022 Bonds, the Trust Agreement, the 2022 Documents or the Official Statement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the 2012 Refunded Bonds, the 2022 Bonds, the Trust Agreement, the 2022 Documents or the Official Statement and also to do all acts and things necessary or appropriate to carry out the provisions of this Resolution.

SECTION 11. The County Delegates 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 12. Any and all actions heretofore taken by the County Delegates and other County officials in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 13. 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 14. This Resolution shall take effect immediately upon its adoption.

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

RESOLUTION AUTHORIZING TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) SERIES 2022A OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SEVENTH SUPPLEMENTAL TRUST AGREEMENT FOR THE ISSUANCE OF THE SERIES 2022A BONDS UNDER THE AMENDED AND RESTATED ROUTE 28 TRUST AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE FORM OF AND AUTHORIZING A NOTICE CALLING FOR BIDS TO PURCHASE SUCH BONDS AND IN THE ALTERNATIVE AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF SUCH BONDS; APPROVING THE FORM OF AND AUTHORIZING A SECOND AMENDED AND RESTATED DISTRICT CONTRACT BY AND AMONG THE COMMONWEALTH TRANSPORTATION BOARD, THE AUTHORITY AND THE STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION; APPROVING THE FORM OF A SECOND AMENDED AND RESTATED FISCAL AGENT AGREEMENT BETWEEN THE FAIRFAX COUNTY, LOUDOUN COUNTY AND A FISCAL AGENT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; CONFIRMING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO THE SERIES 2022A BONDS AS MAY BE NECESSARY OR APPROPRIATE; PROVIDING FOR THE AWARD OF AND DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS; AND DELEGATING TO THE CHAIRMAN, VICE CHAIRMAN OR THE TREASURER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS.

WHEREAS, the Board of Supervisors (the “Fairfax Board”) of Fairfax County (“Fairfax County”), the Board of Supervisors (the “Loudoun Board”) of Loudoun County (“Loudoun County” and together with Fairfax County, the “Counties”) and the State Route 28 Highway Transportation Improvement District Commission (the “Commission”) are parties to an Amended and Restated Local Contract, dated as of November 1, 2006 (the “Local Contract”), which provides, among other things, the duty of the Commission to make requests to the Fairfax Board and the Loudoun Board for the levy of a special improvements tax and the collection of special tax revenues in the State Route 28 Highway Transportation Improvement District (the “District”); and

WHEREAS, the Commonwealth Transportation Board (the “CTB”), the Commission and Fairfax County Economic Development Authority (the “Authority”) are parties to an Amended and Restated District Contract, dated as of May 1, 2012 (the “District Contract”),

which provides among other things, an agreement for the CTB to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the “District Project”), an agreement among the parties regarding the financing of the District Project and the application of the special tax revenues resulting from the levy in the District; and

WHEREAS, the Fairfax Board, the Loudoun Board and U.S. Bank National Association, as Fiscal Agent (in such capacity, the “Fiscal Agent”), are parties to an Amended and Restated Fiscal Agent Agreement, dated as of May 1, 2012 (the “Fiscal Agent Agreement”), by the terms of which Fairfax County and Loudoun County agreed to pay the special tax revenues collected in the District to the Fiscal Agent, which allocates and distributes the revenues pursuant to the provisions of the Fiscal Agent Agreement and in accordance with the District Contract; and

WHEREAS, the Authority has financed or refinanced construction costs of the District Project by issuing bonds (the “Outstanding Authority Bonds”) designated “Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project)” under an Amended and Restated Trust Agreement, dated as of November 1, 2006, as supplemented (as supplemented the “Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (in such capacity, the “Trustee”); and

WHEREAS, there has been presented to the Authority the proposed form of a Second Amended and Restated District Contract by and among the CTB, the Commission and the Authority, the terms of which would amend the District Contract to allow for increased flexibility for structuring the refunding of Outstanding Authority Bonds as well as incorporating the prior amendments to the District Contract (the “Second Amended and Restated District Contract”); and

WHEREAS, on May 23, 2012, the Authority issued \$86,275,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the “2012 Bonds”) to refund certain maturities of the Authority’s \$33,375,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2003, and the Authority’s \$57,410,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 previously issued to provide financing for the District Project; and

WHEREAS, the Counties [are anticipated to request][have requested] the Authority to authorize the refinancing of some or all of the 2012 Bonds (the “2012 Refunded Bonds”) by issuing Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2022A (the “2022 Bonds”); and

WHEREAS, the Authority has determined, following the request of the Fairfax Board [expected] on December 7, 2021, and the Loudoun Board [expected] on December 7, 2021, to refinance the 2012 Refunded Bonds by issuing the 2022 Bonds pursuant to Section 210 of the Trust Agreement; and

WHEREAS, the Authority has determined to authorize the execution and delivery of a seventh supplemental trust agreement (the “Supplemental Agreement”) in the form presented to

this meeting, which will supplement the Trust Agreement, and will set forth the details of the 2022 Bonds, as contemplated by the Trust Agreement; and

WHEREAS, there has been presented to the Authority the proposed form of a Second Amended and Restated Fiscal Agent Agreement (the “Second Amended and Restated Fiscal Agent Agreement”) by and among the Board, the Loudoun Board and the Fiscal Agent, the terms of which would amend the Fiscal Agent Agreement to contemplate the issuance of the 2022 Bonds; and

WHEREAS, there has been presented to the Authority a proposed Preliminary Official Statement describing the 2022 Bonds and the security therefor, the Authority, the Counties, the District and the District Project (the “Preliminary Official Statement”); and

WHEREAS, there has been presented to the Authority a proposed form of the notice calling for bids by underwriters for the purchase of the 2022 Bonds, in the event of a competitive sale for the 2022 Bonds (the “Notice of Sale”); and

WHEREAS, the Counties have advised the Authority that the Counties will undertake responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time; and

WHEREAS, there has been presented to the Authority, and the Authority has determined to authorize the execution and delivery of, an escrow deposit agreement (the “Escrow Deposit Agreement”) between the Authority and U.S. Bank National Association, as escrow agent (in such capacity, the “Escrow Agent”), providing for the defeasance and redemption of the 2012 Refunded Bonds; and

WHEREAS, the Authority has found and determined that the issuance and sale of the 2022 Bonds on the terms contemplated hereby and in the Trust Agreement are in conformity with the purposes of the Authority set forth in the Authority Act (as defined in the Trust Agreement) and are in the public interest and otherwise beneficial to the Counties; and

WHEREAS, Section 210 of the Trust Agreement contemplates that the Authority will fix in the Supplemental Agreement the aggregate principal amount of the 2022 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 duly reviewed and considered the forms of the Supplemental Agreement, the Preliminary Official Statement, the Second Amended and Restated District Contract, the Notice of Sale, and the Escrow Deposit Agreement and has determined that each is in acceptable form; and

WHEREAS, the Authority has determined that it is necessary to delegate to each of the Chairman, the Vice Chairman, the Treasurer and the President of the Authority (each, a “Delegate”) the power, acting together or alone, to approve the sale of the 2022 Bonds and the details of the 2022 Bonds that cannot be determined except under the actual market conditions that will obtain, in a negotiated sale or competitive sale, as appropriate, when the sale of the 2022

Bonds to the selected underwriter(s) or winning bidder occurs as herein authorized but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Fairfax County Economic Development Authority as follows:

SECTION 1. There are hereby authorized to be issued the 2022 Bonds in an aggregate principal amount not to exceed \$75,000,000 for the purpose of refunding certain outstanding maturities of Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012. The 2022 Bonds may be issued and delivered on any date on or before December 31, 2022

The 2022 Bonds shall be issued for purposes of refunding the 2012 Refunded Bonds and paying the costs of issuing the 2022 Bonds.

The net present value of the aggregate savings to be obtained from the redemption or defeasance of the 2012 Refunded Bonds with the proceeds of the 2022 Bonds shall not be less than three percent (3.0%) of the par amount of the 2012 Refunded Bonds, as determined by the Financial Advisor to Fairfax County.

The 2022 Bonds may be sold in a competitive sale pursuant to bids received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic based competitive bidding system. If the 2022 Bonds shall be sold in a competitive sale, such 2022 Bonds shall be awarded to the bidder submitting the best bid (determined in accordance with the requirements of the Notice of Sale and the terms set forth in Section 10 hereof) and the any Delegate, upon the request of the Fairfax County County Executive or the Fairfax County Chief Financial Officer and the Loudoun County County Administrator, the Loudoun County Director of Management and Financial Services or the Loudoun County Comptroller or their designees, are hereby authorized to award the 2022 Bonds to such best bidder.

In the alternative, the 2022 Bonds may, upon the approval of any Delegate and with the consent of Fairfax County and Loudoun County, be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended to Fairfax County, the Commission and the Authority that due to financial market conditions such a negotiated sale best serves the interests of Fairfax County, the Commission and the Authority and the financial advisor to Loudoun County shall have recommended that due to financial market conditions such a negotiated sale best serves the interests of Loudoun County and (ii) the underwriter(s) of the 2022 Bonds shall have been chosen pursuant to Fairfax County and Loudoun County guidelines and regulations. In the event of a negotiated sale, any Delegate is hereby authorized to execute or approve a bond purchase agreement (the "Bond Purchase Agreement"), by and among the underwriters, the Authority and approved by the Counties, setting forth the terms of the sale of the 2022 Bonds. Such Bond Purchase Agreement shall only be executed if (i) such agreement does not contain any terms contradictory to the terms of this Resolution or the resolutions adopted by the Board of Supervisors of the Counties relating to the 2022 Bonds and (ii) the Financial Advisor to Fairfax County and the financial advisor to Loudoun County shall recommend to the Authority the execution of such Bond Purchase Agreement.

SECTION 2. The Authority hereby approves the issuance of the 2022 Bonds, and any Delegate is hereby authorized to approve, if necessary, details concerning the structure, sizing, pricing and issuance of such 2022 Bonds.

SECTION 3. The form of the Supplemental Agreement presented to this meeting is hereby approved. Any Delegate is authorized to execute and deliver, in the name and on behalf of the Authority, the Supplemental Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by such Delegate executing the Supplemental Agreement, the execution thereof by such Delegate being conclusive evidence of such approval.

SECTION 4. The 2022 Bonds shall be executed, under seal, in the manner set forth in the Trust Agreement, and the 2022 Bonds shall be delivered to U.S. Bank National Association, as Registrar and Trustee under the Trust Agreement, for authentication and shall be delivered to or for the account of the winning bidder(s) or underwriters by the Chairman or Vice Chairman of the Authority upon receipt of the purchase price set forth in the Bond Purchase Agreement or calculated in accordance with the Notice of Sale, as applicable. The Bond Registrar is hereby authorized and directed to authenticate and the Trustee, upon such authentication, is hereby authorized and directed to deliver such 2022 Bonds as aforesaid upon satisfaction of all conditions precedent to such authentication and delivery contained in the Trust Agreement.

SECTION 5. The form of the Preliminary Official Statement presented at this meeting is hereby approved. Any Delegate is hereby authorized to deem “final” for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, those portions of the Preliminary Official Statement relating to the 2022 Bonds and the security therefor and the Authority. The distribution and use by the underwriters in making a public offering of the 2022 Bonds of a final Official Statement (the “Official Statement”), in substantially the form of the Preliminary Official Statement but completed with pricing and other details of the 2022 Bonds, are hereby approved, with such additions, deletions and modifications as may be approved by such Delegate. The Official Statement shall be in the form of the Preliminary Official Statement with such additions, deletions and modifications as may be approved by a Delegate.

SECTION 6. The form of the Second Amended and Restated District Contract presented to this meeting is hereby approved. Any Delegate is authorized to execute and deliver, in the name and on behalf of the Authority, the Second Amended and Restated District Contract in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Delegate executing the Second Amended and Restated District Contract, the execution thereof by such Delegate being conclusive evidence of such approval.

SECTION 7. The form of the Escrow Deposit Agreement presented to this meeting is hereby approved. Any Delegate is authorized to execute and deliver, in the name and on behalf of the Authority, the Escrow Deposit Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Delegate executing the Escrow Deposit Agreement, the execution thereof by such Delegate being conclusive evidence of such approval.

SECTION 8. The form of the Notice of Sale presented to this meeting is approved. If the 2022 Bonds are sold in a competitive sale, the Notice of Sale shall be substantially in the form of the Notice of Sale presented to this meeting, with such additions, deletions and modifications as shall be approved by the Delegate. Bids shall be received electronically via the BiDCOMP/PARITY Competitive Bidding System or similar electronic-based competitive bidding system.

SECTION 9. The form of the Second Amended and Restated Fiscal Agent Agreement presented to this meeting is hereby approved. Any Delegate is authorized to execute and deliver, in the name and on behalf of the Authority, its consent to the Second Amended and Restated Fiscal Agent Agreement in such form and containing substantially the same terms and provisions, with such additions, deletions and modifications as shall be approved by the Delegate delivering the consent to the Second Amended and Restated Fiscal Agent Agreement, the execution thereof by such Delegate being conclusive evidence of such approval.

SECTION 10. In the case of either a competitive sale or negotiated sale, the aggregate principal amount of 2022 Bonds shall not exceed an aggregate principal of \$75,000,000 and the 2022 Bonds shall bear interest at such rate or rates per annum no one of which shall exceed five and three-fourths percent (5.75%) per annum, with a latest final maturity date of April 1, 2033. The 2022 Bonds shall be subject to the right of prior redemption at the option of the Authority, from any money that may be made available for such purpose, either in whole or in part, on any date, the first such date to be not more than 10 1/2 years after the issuance of the 2022 Bonds, and at Redemption Prices no one of which shall exceed 102%, provided, however, that upon the recommendation of the Financial Advisor to Fairfax County and the Financial Advisor to Loudoun County, a Delegate may determine that one or more of 2022 Bonds maturing 10 1/2 years or later after the issuance of the 2022 Bonds may be issued without the right of redemption at the option of the Authority. Any Delegate is hereby authorized, if a Fairfax County official designated as a County Delegate (a "Fairfax County Delegate") in the Fairfax County Board of Supervisors resolution [expected to be] adopted December 7, 2021, and a Loudoun County official designated as a County Delegate (a "Loudoun County Delegate") in a Loudoun County Board of Supervisors resolution [expected to be] adopted on December 7, 2021, shall so recommend, to accept an offer of the purchasers of the 2022 Bonds, to purchase all the 2022 Bonds upon the terms and conditions set forth in the Bond Purchase Agreement or Notice of Sale and to approve and fix the details of the 2022 Bonds that cannot be determined except under the actual market conditions that will obtain when the 2022 Bonds are offered sold in a negotiated sale or at competitive bidding or, as herein authorized, but subject to such limitations as set forth herein. In addition any Delegate is hereby authorized, upon the recommendation of a Fairfax County Delegate and a Loudoun County Delegate, to determine which 2012 Bonds will comprise the 2012 Refunded Bonds, if any.

If the 2022 Bonds shall be sold by competitive bidding in accordance with the terms of the Notice of Sale, the bids for such Bonds shall be received at the offices of the County Executive or Chief Financial Officer of Fairfax County. Such 2022 Bonds shall be awarded to the bidder submitting the best bid (determined in accordance with the requirements of the Notice of Sale and the terms set forth below), as ratified in a certificate executed by any Delegate, provided that the Fairfax County County Executive or the Fairfax County Chief Financial Officer and the Loudoun County County Administrator, the Loudoun County Director of

Management and Financial Services or the Loudoun County Comptroller or their designees shall have first awarded the 2022 Bonds to such best bidder.

SECTION 11. The execution and delivery by a Delegate of the Supplemental Agreement, the Bond Purchase Agreement, the Escrow Deposit Agreement, the Second Amended and Restated District Contract, the Official Statement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of his or her approval of the additions, deletions, and modifications, if any, to the forms thereof and of his or her authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Authority.

SECTION 12. The members, officers, employees, 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 required of them by the provisions of the 2022 Bonds, the Trust Agreement, the Supplemental Agreement, the District Contract, the Second Amended and Restated District Contract, the Fiscal Agent Agreement, the Second Amended and Restated Fiscal Agent Agreement, the Escrow Deposit Agreement, the Notice of Sale, the Bond Purchase Agreement, and the Official Statement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the 2022 Bonds, the Trust Agreement, the Supplemental Agreement, the District Contract, the Second Amended and Restated District Contract, the Fiscal Agent Agreement, the Second Amended and Restated Fiscal Agent Agreement, the Escrow Deposit Agreement, the Notice of Sale, the Bond Purchase Agreement, and the Official Statement and also to do all acts and things necessary or appropriate of them by the provisions of this Resolution.

SECTION 13. The Delegates 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 14. 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 15. 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 16. This Resolution shall take effect immediately upon its adoption.

A Copy Teste:

Secretary

DRAFT Bond Sale Schedule of Events
Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds (Route 28 Projects), Series 2022

September 2021	October 2021	November 2021	December 2021
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1 2	1 2 3 4 5 6	1 2 3 4
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31
	31		

January 2022	February 2022
S M T W T F S	S M T W T F S
1	1 2 3 4 5
2 3 4 5 6 7 8	6 7 8 9 10 11 12
9 10 11 12 13 14 15	13 14 15 16 17 18 19
16 17 18 19 20 21 22	20 21 22 23 24 25 26
23 24 25 26 27 28 29	27 28
30 31	

Week of	Activity & Event	Responsible Party
Sept 27 th	Kick off call	All
Oct 11 th	<i>Mon, Oct 11th – Columbus Day (Markets Closed)</i> First draft of Fairfax County, Loudoun County, and Fairfax EDA Resolutions, POS, & NOS, collectively, “Bond Documents” distributed	- NP, NRF
Oct 18 th	Comments due on Bond Documents	All
Oct 25 th	Revised draft of Bond Documents distributed	NP, NRF
Nov 1 st	<i>Tues & Wed, Nov 2nd & 3rd – FOMC Meetings</i> Finalize draft of Bond Documents for Board packages First draft of Rating Presentation distributed	- NP, NRF DAV DAV
Nov 8 th	Mon, Nov 8th – Fairfax County Board Title Due Wed, Nov 10th – Fairfax County Board Item Due Comments due on POS & NOS Comments due on Rating Presentation	FX FX All FX, LOU, PFM
Nov 15 th	Tues, Nov 16th – Loudoun County Board Title Due Revised draft of Rating Presentation distributed Revised draft of POS & NOS distributed	FX LOU DAV NP

Legend:

FX = Fairfax County
LOU = Loudoun County
NRF = Norton Rose Fulbright, Bond Counsel to Fairfax County
NP = Nixon Peabody, Bond Counsel to Loudoun County
PFM = PFM Financial Advisors LLC, Financial Advisor to Fairfax County
DAV = Davenport & Co., Financial Advisor to Loudoun County

DRAFT Bond Sale Schedule of Events
Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds (Route 28 Projects), Series 2022

September 2021							October 2021							November 2021							December 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6			1	2	3	4	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

January 2022							February 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

Week of	Activity & Event	Responsible Party
Nov 22 nd	Tues, Nov 23rd – Loudoun County Board Draft Docs Due	LOU
	<i>Thurs, Nov 25th – Thanksgiving Holiday (Markets Closed)</i>	-
Nov 29 th	Tues, Nov 30th - CTB Briefing Package Due	FX, LOU
	Thurs, Dec 2nd – Loudoun County Board Final Docs Due	LOU
	Comments due on Rating Presentation	FX, LOU, PFM
Dec 6 th	Mon, Dec 6th – Documents due to EDA Board	FFX
	Mon, Dec 6th – Document to CTB ahead of January Meeting	FFX
	Tues, Dec 7th – Fairfax County Board Considers Approval of the Bonds	FFX
	Tues, Dec 7th – Loudoun County Board Considers Approval of the Bonds	LOU
	Wed, Dec 8th – CTB Briefing Meeting	-
	Thurs, Dec 9th – Presentation due to EDA Board	FFX
	Draft POS & other information sent to rating agencies	DAV
	Revised draft of Rating Presentation distributed	DAV
Dec 13 th	Mon, Dec 13th – Fairfax EDA Considers Approval of the Bonds	FX
	<i>Tues & Wed, Dec 14th & 15th – FOMC Meetings</i>	-
	Finalize Rating Presentation	FX, LOU, PFM, DAV
Dec 20 th	<i>Fri, Dec 24th – Christmas Holiday (Markets Closed)</i>	-
Dec 27 th	<i>Fri, Dec 31st – New Years' Day Observed (Markets Closed)</i>	-

Legend:

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DRAFT Bond Sale Schedule of Events
Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds (Route 28 Projects), Series 2022

September 2021							October 2021							November 2021							December 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6			1	2	3	4	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

January 2022							February 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

Week of	Activity & Event	Responsible Party
Jan 3 rd	Rating agency calls	FX, LOU, PFM, DAV
Jan 10 th	Wed, Jan 12th – CTB Meeting to Consider Approval of the Bonds	-
	<i>Mon, Jan 17th – Martin Luther King Jr. Day (Markets Closed)</i>	-
Jan 17 th	POS Review Call	NP
	Finalize POS / NOS	All
	NLT Fri, Jan 21 st – Ratings Received	FX, LOU, PFM, DAV
	<i>Tues & Wed, Jan 25th & 26th – FOMC Meetings</i>	-
Jan 24 th	NLT Wed, Jan 26 th – Post POS / NOS	NP
	NLT Wed, Jan 26 th – Apply for CUSIPs	PFM
	Pre-marketing activities on the Bonds	PFM
Jan 31 st	Thurs, Feb 3rd – Competitive Bond Sale	FX, LOU, PFM, DAV
	<i>Wed, Feb 9th – Loudoun County Executive presents Proposed FY23 Budget</i>	LOU
Feb 7 th	Finalize & Post OS	NP
	Draft closing documents distributed	NP, NRF
	Distribute draft closing memo	PFM
	Finalize closing memo	PFM
Feb 14 th	Finalize closing documents	NP, NRF
	Thurs, Feb 17th – Closing	All

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DRAFT Bond Sale Schedule of Events
Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds (Route 28 Projects), Series 2022

September 2021							October 2021							November 2021							December 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6			1	2	3	4	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

January 2022							February 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

Week of	Activity & Event	Responsible Party
Feb 21 st	Tues, Feb 22 nd – Fairfax County Executive presents Proposed FY23 Budget	-
March 7 th	District Advisory Board Meeting (TBD)	-
March 21 st	District Commission Meeting (TBD)	-
March 28 th	Fri, April 1 st – Series 2012 Bonds Redeemed	-

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RESOLUTION OF THE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

At a meeting of the State Route 28 Highway Transportation Improvement District Commission (the "District Commission"), held in Dulles, Virginia, in Loudoun County, on March 19, 2021, at which meeting a quorum was present and voting, the following resolution was adopted in public session.

Whereas, the District Commission has entered into a series of agreements with the Commonwealth Transportation Board (the "CTB") and the Fairfax County Economic Development Authority (the "FCEDA") to commit certain revenues generated by the levy of a special assessments tax by the Board of Supervisors of Fairfax County and by the Board of Supervisors of Loudoun County on taxable real property zoned for commercial or industrial use or used for such purposes on taxable leasehold interests used for such purposes within the State Route 28 Highway Transportation Improvement District (the "District"), and has incurred various obligations to pay for certain improvements to Route 28 in Fairfax and Loudoun Counties specified in the petition that led to the creation of the District that must be serviced with tax revenue of the District; and

Whereas, the District Advisory Board has requested a budget of \$20,000 for FY 2022 in accordance with Section 15.2-4605 of the Code of Virginia, as amended;

Now, Be It Resolved by the District Commission that the Board of Supervisors of Fairfax County and the Board of Supervisors of Loudoun County are requested to impose a special tax levy in FY 2022 on taxable real property zoned for commercial or industrial use, on real property used for such purposes and on taxable leasehold interests used for such purposes with the Route 28 District at a rate of \$0.17 per \$100 of assessed fair market value of such taxable property; and

Be It Further Resolved by the District Commission that the audit and annual financial report for the fiscal year ended June 30, 2020, is accepted and approved as presented at this meeting and that the expenses for compilation and conduct of the District audit are approved in an amount not to exceed \$35,000, to be reimbursed to Fairfax County from revenues of the Route 28 District; and

Be It Further Resolved by the District Commission that Fairfax County staff are authorized to take all actions as necessary and appropriate to procure audit services to compile and audit District financial records and prepare the annual financial reports for the fiscal year ending June 30, 2021; and

Be It Further Resolved by the District Commission that the request of the District Advisory Board for a FY 2022 budget of \$20,000 is approved and the District Commission authorizes up to \$20,000 from revenues of the Route 28 District to be paid for 2022 expenses of the District Advisory Board in accordance with the budget request made by the District Advisory Board; and

Be It Further Resolved by the District Commission that its proposed budget for FY 2022 is adopted as presented at this meeting; and

Be It Further Resolved by the District Commission that the Secretary of the District Commission is directed to forward copies of this Resolution to the Board of Supervisors of Fairfax County and to the Board of Supervisors of Loudoun County.

A Copy Teste:



Chairman, Route 28 Highway Transportation Improvement District Commission

Date: March 19, 2021

RESOLUTION APPROVING THE ISSUANCE OF FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) SERIES 2021; CONFERRING AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND AGREEMENTS AND CERTAIN AMENDMENTS RELATING TO SUCH BONDS AS MAY BE NECESSARY OR REQUIRED; AND DELEGATING TO THE COMMISSION'S CHAIRMAN OR VICE CHAIRMAN AUTHORITY TO DETERMINE AND APPROVE CERTAIN DETAILS OF SUCH BONDS AND RELATED DOCUMENTS AND AGREEMENTS.

WHEREAS, the Board of Supervisors (the "Fairfax Board") of Fairfax County, Virginia ("Fairfax County"), the Board of Supervisors (the "Loudoun Board") of Loudoun County, Virginia ("Loudoun County"), and the State Route 28 Highway Transportation Improvement District Commission (the "Commission") are parties to an Amended and Restated Local Contract, dated as of November 1, 2006 (the "Local Contract"), which provides, among other things, the duty of the Commission to make requests to the Board of Supervisors for the levy of a special improvements tax and the collection of special tax revenues in the State Route 28 Highway Transportation Improvement District (the "District"); and

WHEREAS, the Commonwealth Transportation Board (the "CTB"), the Commission and Fairfax County Economic Development Authority (the "Authority") are parties to an Amended and Restated District Contract, dated as of May 1, 2012 (the "District Contract"), which provides, among other things, an agreement for the CTB to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for State Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the "District Project"), an agreement among the parties regarding the financing of the District Project and the levy of a special improvements tax in the District and the collection of special tax revenues from such levy in the District; and

WHEREAS, the Fairfax Board, the Loudoun Board, and U.S. Bank National Association, as Fiscal Agent (in such capacity, the "Fiscal Agent"), are parties to an Amended and Restated Fiscal Agent Agreement, dated as of May 1, 2012 (the "Fiscal Agent Agreement"), by the terms of which Fairfax County and Loudoun County agreed to pay the special tax revenues collected in the District to the Fiscal Agent, which allocates and distributes the revenues pursuant to the provisions of the Fiscal Agent Agreement and in accordance with the District Contract; and

WHEREAS, the Authority has financed approximately \$176 million of the construction costs of the District Project by issuing four series of Bonds (the "Authority New Money Bonds"), designated "Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project)," under an Amended and Restated Trust Agreement, dated as of November 1, 2006 (the "Trust Agreement"); and

WHEREAS, on May 23, 2012, the Authority refunded certain Authority New Money Bonds by issuing \$86,275,000 “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012” under the Trust Agreement (the “2012 Authority Refunding Bonds”); and

WHEREAS, on August 25, 2016, the Authority refunded certain Authority New Money Bonds by issuing \$43,035,000 “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2016A,” and \$45,760,000 “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2016B,” under the Trust Agreement (the “2016 Authority Refunding Bonds” and together with the 2012 Authority Refunding Bonds, the “Authority Refunding Bonds” and each together with the Authority New Money Bonds, the “Authority Bonds”); and

WHEREAS, Fairfax County and Loudoun County are expected to request the Authority to consider a resolution authorizing the refinancing of certain of the outstanding Authority Bonds by issuing “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2021” (as such caption may be modified to reflect the issue date of such bonds or their status under federal tax law, the “Series 2021 Bonds”), pursuant to the Trust Agreement and the necessary documents to effect such financing and related transactions, and the Commission has determined to approve the issuance of the Series 2021 Bonds; and

WHEREAS, the Commission has determined that it is necessary and appropriate to delegate to the Commission’s Chairman and Vice Chairman (each a “Delegate”) the power, acting together or alone, to take any and all actions required of the Commission in connection with the authorization, offering, sale and delivery of the Series 2021 Bonds; now, therefore,

BE IT RESOLVED by the State Route 28 Highway Transportation Improvement District Commission as follows:

SECTION 1. The Commission hereby approves the issuance of the Series 2021 Bonds.

SECTION 2. The Delegates are hereby authorized and directed, acting together or alone, to execute and deliver such consents, certifications, attestations and other instruments as shall be necessary or convenient to facilitate the issuance of the Series 2021 Bonds, including but not limited to, (i) directing the release of amounts held in the District Project Completion Fund held under the Fiscal Agent Agreement to pay a portion of the costs of issuing the Series 2021 Bonds and refinancing Authority Bonds and (ii) approving statements relating to the District and Commission contained in any offering documents relating to the Series 2021 Bonds, and as are not inconsistent with the terms and tenor of this resolution.

SECTION 3. The Delegates are hereby authorized and directed, acting together or alone, to execute and deliver such amendments, restatements or other modifications of

the District Contract, the Local Contract, or any other document or agreement previously entered into with respect to the Authority Bonds as shall be necessary or convenient to facilitate the issuance of the Series 2021 Bonds, and as are not inconsistent with the terms and tenor of this resolution.

SECTION 4. Any and all actions heretofore taken by any of the Delegates or other Commission officers, officials, agents or employees in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 5. Any and all resolutions of the Commission or portions thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 6. This resolution shall take effect immediately upon its adoption.

A Copy – Teste:

A handwritten signature in blue ink, appearing to read "John W. Jones", is written over a horizontal line.

**Chairman-State Route 28 Highway Transportation Improvement District
Commission**

Date: March 19, 2021

SECOND AMENDED AND RESTATED DISTRICT CONTRACT

by and among

COMMONWEALTH TRANSPORTATION BOARD,

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

and

STATE ROUTE 28 HIGHWAY TRANSPORTATION
IMPROVEMENT DISTRICT COMMISSION

Dated as of _____ 1, 2022

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SECOND AMENDED AND RESTATED DISTRICT CONTRACT

THIS SECOND AMENDED AND RESTATED DISTRICT CONTRACT is made as of _____ 1, 2022, by and among the COMMONWEALTH TRANSPORTATION BOARD (the “Board”), the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the “Authority”), and the STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION (the “Commission”) (the Board, the Authority, and the Commission sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Board and the State Route 28 Highway Transportation Improvement District (the “District”) entered into a contract, dated as of September 1, 1988 (the “Original Contract”), providing for improvements to State Route 28 in Fairfax and Loudoun Counties. Under the Original Contract, the District agreed to request the Boards of Supervisors to levy a special improvements tax and collect special tax revenues in accordance with the Primary Highway Transportation Improvement District in Multi-County Areas Act of 1987, being Virginia Code § 15.1-1372.1 *et seq.*, now found at § 15.2-4600 *et seq.* (the “District Act”), and to pay for a portion of the costs of building a limited access freeway, commencing with the specified Phase I Transportation Improvements to State Route 28, as provided in the Concurrent Resolutions.

B. The Board and the District entered into a First Amendment to the Original Contract, dated as of April 1, 1992 (the “First Amendment”) as a result of a reduction in the actual costs of the Phase I Transportation Improvements.

C. The Board and the District entered into a Second Amendment to the Original Contract, dated as of September 1, 1993 (the “Second Amendment”), to provide for lump-sum payments by landowners of commercially- and industrially-zoned land in the District in connection with the rezoning of such land for residential use as authorized under Chapter 870 of the Acts of Assembly of 1993 (the “First District Act Amendment”) and to make certain other changes.

D. Chapter 435 of the Acts of Assembly of 2000 (the “Second District Act Amendment”) amended and reenacted the District Act, in pertinent part, to extend the life of the District for a period of fifteen (15) years beyond the thirty-five (35) year term originally provided for in the District Act.

E. Chapter 770 of the Acts of Assembly of 2002 (the “Third District Act Amendment”) amended and reenacted the District Act to provide, *inter alia*, that the District shall not be abolished so long as any District Obligation remains outstanding.

F. The Parties previously entered into an Amended and Restated District Contract, dated as of May 1, 2012, in order to (1) further amend and reenact the Original Contract; (2) complete payment for Phase I Transportation Improvements; (3) undertake those Phase II Transportation Improvements included in the District Project; (4) set forth the agreement of the Parties regarding the method of financing the District Project; (5) request the Board of Supervisors to levy a Special Improvements Tax and collect Special Tax Revenues in accordance

with the District Act; (6) have such revenues paid to the bank or trust company designated for the purpose pursuant to Section 302(f) for the accounts of the Board and the Authority as partial payment for the Costs of the District Project; and (7) establish the District Obligation for the payment of such Costs.

G. The Parties now desire to enter into this Amended and Restated District Contract in connection with the refunding of the Authority's Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012.

NOW, THEREFORE, in consideration of the foregoing, the continuing services to be provided, and the mutual representations, warranties and agreements contained in this District Contract, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. The following words as used in this District Contract shall have the following meanings unless a different meaning clearly appears from the context:

"Annual Authority Share" means the Authority Proportion multiplied by the total amount of Special Tax Revenues available in a particular Fiscal Year to pay the Combined Debt Service for that Fiscal Year, but not more than the total annual debt service scheduled to become due in that Fiscal Year on all outstanding Authority Bonds.

"Annual Board Share" means the Board Proportion multiplied by the amount of Special Tax Revenues available in a particular Fiscal Year to pay the Combined Debt Service for that Fiscal Year, but not more than the total annual debt service scheduled to become due in that Fiscal Year on all outstanding State Bonds of 2002. The Annual Board Share in the first Fiscal Year shall be reduced in accordance with and to the extent provided in Section 401(a).

"Authority" means the Fairfax County Economic Development Authority, created pursuant to the EDA Act, and its successors.

"Authority Bonds" means the bonds that may be issued by the Authority to provide approximately \$176,000,000 in construction funds in accordance with the District Contract in connection with the financing of the Phase II Transportation Improvements. This definition also includes any bonds issued by the Authority to refund all or any of the Authority Bonds or bonds that shall have refunded bonds that have refunded Authority Bonds, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded and the final maturity of such refunding bonds shall occur no later than the final maturity of the bonds refunded or (ii) the Board and the Boards of Supervisors shall have given their prior written consent to the issuance of such refunding bonds.

"Authority Proportion" means the aggregate annual debt service obligation on all outstanding Authority Bonds scheduled to become due in a particular Fiscal Year divided by the Combined Debt Service for that Fiscal Year.

“Board” means the Commonwealth Transportation Board and its successors.

“Board of Supervisors” or “Boards of Supervisors” means either or both of the boards of supervisors as the governing bodies of Fairfax and Loudoun Counties, as appropriate.

“Board Proportion” means the aggregate annual debt service obligation scheduled to become due on all outstanding State Bonds of 2002 in a particular Fiscal Year divided by the Combined Debt Service for that Fiscal Year.

“Board Statute” means Virginia Code § 33.1-1 et seq., establishing the Board and providing for its powers and duties.

“Combined Debt Service” means the aggregate annual debt service obligation on all outstanding Authority Bonds and State Bonds of 2002 scheduled to become due in any particular Fiscal Year.

“Commission” means the State Route 28 Highway Transportation Improvement District Commission appointed by the Boards of Supervisors pursuant to the District Act and the Chairman of the Board, or his designee, as an ex officio member.

“Concurrent Resolutions” means the resolutions adopted by the Boards of Supervisors in December 1987 to establish the District pursuant to the District Act.

“Cost” or “Cost of the Project Improvements” means the cost as set forth in Section 303 of this District Contract of transportation improvements included in the District Project.

“County” or “Counties” means either or both Fairfax and Loudoun Counties, as appropriate.

“Department” means the Virginia Department of Transportation, a department of the Commonwealth of Virginia, and any other state agency succeeding to the power, authorities and responsibilities of the Department.

“District” means the State Route 28 Highway Transportation Improvement District created by Fairfax and Loudoun Counties pursuant to the District Act.

“District Act” means the Primary Highway Transportation Improvement in Multi-County Areas Act, being Virginia Code § 15.1-1372 et seq., as restated and amended as Virginia Code § 15.2-4600 et seq., as amended, pursuant to which Fairfax and Loudoun Counties established the District.

“District Contract” means this contract between the Parties, and any and all modifications, alterations, amendments and supplements thereto, which as of the Effective Date shall supersede the Original Contract dated September 1, 1988, and all amendments thereto.

“District Obligation” means the portion of the Cost of transportation improvements included in the District Project that has been or is to be paid with Special Tax Revenues in accordance with Article IV of this District Contract.

“District Project” means the Phase I Transportation Improvements, the Phase II Project Improvements and the Phase II Final Four Improvements.

“District Project Completion Fund” means the special fund created with the Fiscal Agent to which are credited Excess Revenues held by or on behalf of the Commission for the purposes set forth in Section 401(e).

“EDA Act” means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended.

“Effective Date” means the date of the defeasance of all of the Board’s outstanding Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 District Project), Series 1992.

“Excess Revenues” means the amount, if any, of Special Tax Revenues available in any Fiscal Year in excess of the sum of the Combined Debt Service.

“Fiscal Agent” means the bank or trust company designated as such pursuant to Section 302(f).

“Fiscal Year” means the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year or such other fiscal year of twelve months as may be determined by the Parties.

“Highway Funds” means funds for the District Project in Fiscal Years 2003 through 2007 from the Virginia Transportation Six Year Program for Fiscal Years 2002-2008, approved and adopted by the Board on June 20, 2002, in the total amount of \$66,500,366.

“Local Contract” means the contract between the Commission and the Boards of Supervisors of Fairfax and Loudoun Counties as amended and restated as of the date hereof, providing for, among other things, the request for the levy of the Special Improvements Tax and the collection and payment of Special Tax Revenues.

“Lump Sum Payments” means the payments provided for in the First District Act Amendment calculated under the formula set forth in Appendix F.

“Net Debt Service” means actual principal and interest payments on all bonds issued by the Board or the Authority to pay for the District Project less investment earnings credited to such payments under the terms of the agreements of trust for such bonds.

“Petition” means the Joint Petition to the Board of Supervisors of Fairfax County and to the Board of Supervisors of Loudoun County from landowners seeking the establishment of the Primary Highway Transportation Improvement District known as the State Route 28 Highway Transportation Improvement District.

“Phase II Final Four Improvements” means the Phase II Transportation Improvements described by: (1) paragraph 1, subparagraphs g, h, i and j of Appendix A2; and (2) paragraph 3 of Appendix A2, with respect to the elimination of signalized intersections and access points at

Dulles Center Boulevard, Severn Way, Steeplechase Drive, Park Center Drive, and Access Road from Southbound Route 28 between Route 50 and Willard Road.

“Phase II Project Improvements” means the Phase II Transportation Improvements included in the District Project, as more particularly described in Appendix A3.

“Phase I Transportation Improvements” means initial modifications to State Route 28, including six (6) lanes with a twenty-six foot median from Interstate 66 in Fairfax County to Route 7 in Loudoun County and three (3) grade-separated interchanges at Route 50, Dulles Airport Access Toll Road and Route 7, as more particularly described in Appendix A1.

“Phase II Transportation Improvements” means additional modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County, as more particularly described in Appendix A2.

“Project Improvements” means the transportation improvements included in the District Project.

“Proportionately” means *pro rata* based on the relative sizes of the Authority Proportion and the Board Proportion for a particular Fiscal Year, each compared to the sum of the Authority Proportion and the Board Proportion for that Fiscal Year.

“Sales Tax Funds” has the meaning given such term by Section 302(g) of this District Contract.

“Special Improvements Tax” means a special improvements tax levied and payable not less frequently than annually on taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interests zoned for commercial or industrial use or used for such purposes and located within the District.

“Special Tax Revenues” means the revenues collected from the levy of the Special Improvements Tax and the collection of Lump Sum Payments.

“State Bonds of 1992” means the \$111,680,000 in Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds, Series 1992 (Route 28 Project) issued by the Board.

“State Bonds of 2002” means the State Refunding Bonds and the State New Money Bonds. This definition also includes any bonds issued by the Board to refund all or any of the State Bonds of 2002 or bonds that shall have refunded bonds that refunded the State Bonds of 2002, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded and the final maturity of such refunding bonds shall occur no later than the final maturity of the bonds refunded or (ii) the Authority and both Boards of Supervisors shall have given their prior written consent to the issuance of such refunding bonds.

“State New Money Bonds” means bonds which have been previously authorized for issuance by the Board in connection with the construction of improvements to Route 28, in the amount of \$36,396,246 for new construction, plus associated costs of issuance and other financing costs but which have not yet been issued.

“State Obligation” means the portion of the Cost of the transportation improvements included in the District Project that has been or is to be paid other than with (i) Special Tax Revenues in accordance with this District Contract or (ii) Sales Tax Funds.

“State Refunding Bonds” means the bonds that will be issued by the Board to refund the outstanding State Bonds of 1992.

“Term” means the period specified in Section 501 of this District Contract.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this District Contract:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this District Contract.

(c) The headings and Table of Contents herein are solely for convenience and shall not constitute a part of this District Contract.

(d) Computations of debt service payable in any Fiscal Year shall exclude any debt service payable on the first day of such Fiscal Year and shall include any debt service payable on the first day of the next succeeding Fiscal Year.

ARTICLE II

REPRESENTATIONS

Section 201. Representations of Board. The Board makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The Board is duly organized under the Board Statute.

(b) The Board (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The Board is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to

which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default.

(d) The execution and delivery of and compliance by the Board with the terms and conditions of this District Contract will not conflict with or constitute or result in a default under, or violation of, (i) the Board Statute or any other existing law, rule or regulation applicable to the Board or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Board or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) Except as identified in Appendix B, no further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the Board of its obligations under this District Contract.

(f) Except as identified in Appendix C, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the Board's knowledge, threatened against it with respect to (i) the creation and existence of the Board, (ii) its authority to execute and deliver this District Contract, (iii) the validity or enforceability of this District Contract, (iv) the title of any officer of the Board who executed this District Contract, or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the Board, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 202. Representations of the Authority. The Authority makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The Authority is duly organized under the EDA Act.

(b) The Authority (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The Authority is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default; provided, however, that this representation shall be limited to bonds and other obligations of the Authority for which the Counties, or either of them, is directly or indirectly liable for the debt service thereon or for deficiencies in reserves that secure such bonds.

(d) The execution and delivery of and compliance by the Authority with the terms and conditions of this District Contract will not conflict with or constitute or result in a default

under or violation of (i) the EDA Act or any other existing law, rule or regulation applicable to the Authority, or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Authority or any of its assets is subject where the default or violation does or could materially adversely affect the ability of the Authority to discharge its obligations under this District Contract, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the Authority of its obligations, other than its commitment to issue Authority Bonds, under this District Contract.

(f) To the Authority's knowledge, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the Authority's knowledge, threatened against it with respect to (i) the creation and existence of the Authority, (ii) its authority to execute and deliver this District Contract, (iii) the validity or enforceability of this District Contract, (iv) the title of any officer of the Authority who executed this District Contract, or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the Authority, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 203. Representations of Commission. The Commission makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The District is duly organized under the District Act.

(b) The Commission (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The District has no outstanding indebtedness of any kind whatsoever other than its obligations under this District Contract if and to the extent any such obligations may constitute outstanding indebtedness.

(d) The execution, delivery and compliance by the Commission with the terms and conditions of the Local Contract and this District Contract will not conflict with, or constitute or result in a default under or violation of, (i) the District Act or any other existing law, rule or regulation applicable to the District or (ii) any lien, lease, contract, order, judgment, decree or other agreement, instrument or restriction of any kind to which the District or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the

execution or delivery of, or performance by the Commission in accordance with the terms and conditions of this District Contract.

(f) To the Commission's knowledge, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or threatened against it with respect to: (i) the creation and existence of the District; (ii) its authority to execute and deliver this District Contract; (iii) the validity or enforceability of this District Contract; (iv) the title of any officer of the Commission who executed this District Contract; or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the District, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

ARTICLE III

UNDERTAKING AND FINANCING THE DISTRICT PROJECT

Section 301. Agreement to Construct and Complete District Project. In accordance with the Department's specifications and on behalf of the Commonwealth of Virginia, the Board, either directly or through the Department, shall be responsible for construction and completion of the District Project and shall own, operate and maintain the District Project. The responsibility of the Board to complete the District Project as set forth in this District Contract is contingent upon the availability of sufficient revenue for that purpose, including without limitation issuance of the Authority Bonds, but the Parties anticipate that the Plan described in Section 302 will provide revenue sufficient for that purpose. The Commission shall have no right to approve or otherwise exercise control over the design or construction of the District Project. The Board shall notify the Authority and the Commission prior to any major change in the design or construction of the District Project. The Board shall use its best efforts to cause the completion of the District Project by December 31, 2009.

Section 302. Financing the District Project. The Parties wish to implement a new plan of financing and refinancing for Project Improvements (the "Plan"), as set forth herein, subject to such qualifications as also are set forth herein. Also, attached hereto as Appendix E is the schedule of financings as currently anticipated by the Parties.

(a) As the first component of the Plan, the Board and the Department will designate, allocate, and program the Highway Funds, subject to annual appropriation by the General Assembly, to pay a portion of the Cost of Phase II Project Improvements. The Board agrees to use its best efforts to have the Governor and the General Assembly of Virginia take such actions as are necessary to annually appropriate such funds in amounts needed in each such Fiscal Year to continue with the construction of the Phase II Project Improvements in a timely fashion.

(b) As the second component of the Plan, the Board will issue State Refunding Bonds in an amount sufficient, together with other available funds, to defease the outstanding State Bonds of 1992. The State Refunding Bonds will have a final maturity in 2018, will be structured as current interest bonds only, and will be structured to provide substantially level annual savings. The proceeds of the sale of the State Refunding Bonds will be applied to refund, defease, and redeem in full the outstanding State Bonds of 1992.

(c) As the third component of the Plan, the Board also will issue State New Money Bonds which will have a final maturity in 2032 and will be structured as capital appreciation bonds maturing in the years 2019 through 2032. The proceeds of the State New Money Bonds will be sufficient to pay at least \$36,395,000 of the Cost of the Phase II Project Improvements and to pay the issuance costs of the State Bonds of 2002, and will be used only for those purposes. The State New Money Bonds will be structured to produce debt service that is substantially level during the years 2019 to 2032.

(d)(1) The Board will issue the State Bonds of 2002 pursuant to a Master Agreement of Trust between the Board and a trustee, which may be the same bank or trust company that serves as Fiscal Agent under this District Contract, which agreement will not provide for the establishment of any debt service reserve, repair and replacement or similar funds to be funded or maintained with the proceeds of the State Bonds of 2002 or Special Tax Revenues, except for the refunding escrow fund for the State Bonds of 1992, a debt service fund, and a project fund.

(2) State Bonds of 2002 that are issued to refund State Refunding Bonds or State New Money Bonds may be structured and sized in a manner, as determined by the Board, Commission and Counties, that best utilizes the available capacity of the Special Tax Revenues to provide for debt service payments of both State Bonds of 2002 and Authority Bonds. Such refunding State Bonds of 2002 may modify the original structure of the State Refunding Bonds or the State New Money Bonds.

(e)(1) As the fourth component of the Plan, the Board will request the Authority, no later than when and as monies, in addition to those available from Highway Funds and the proceeds of the State New Money Bonds, are needed to construct the Phase II Project Improvements, to issue bonds in a total amount sufficient to provide approximately \$90,000,000 in construction funds. The Authority will plan to issue Authority Bonds in accordance with Appendix E unless otherwise requested by the Board based on the progress of the District Project.

(2) As the fifth component of the Plan, no later than when and as monies are needed to construct the Phase II Final Four Improvements, in addition to those available from the proceeds of any grants received by the Commission from the Transportation Partnership Opportunity Fund ("TPOF"), the proceeds of any loan received by the Commission from TPOF ("TPOF Loans"), and amounts available from other sources, the Authority shall issue additional Authority Bonds in a total amount sufficient to provide approximately \$86,100,000 in construction funds. The Authority will plan to issue Authority Bonds in accordance with Appendix E2, unless otherwise necessary based on the progress of the District Project.

(3) The Authority has the discretion to issue the Authority Bonds pursuant to Section 302 (e) (1) and (2), in a single or multiple series when and as needed to pay Costs of the District Project in coordination with the scheduled availability of other available funding for the District Project. The obligation of the Authority to issue Authority Bonds is contingent upon the determination by the Authority and the Counties at the time of issuance that, based on existing collections and anticipated growth rates, Special Tax Revenues available are projected to be sufficient to provide at least 1.1 to 1 debt service coverage ratio for all State Bonds of 2002, the Authority Bonds outstanding and the additional Authority Bonds to be issued. The Parties

understand that the Counties will provide appropriate credit enhancements to the Authority Bonds, but will not back them with the full faith and credit of the Counties. Authority Bonds will be structured and sized in a manner, as determined by the Board, Commission and Counties, that best utilizes the available capacity of the Special Tax Revenues to provide for debt service payments of both State New Money Bonds and Authority Bonds.

(f) The Parties will designate a bank or trust company to serve as Fiscal Agent to which, upon the full defeasance of all the State Bonds of 1992, the Board, the Commission, and the Authority will assign and transfer, subject to appropriation, all of the Special Tax Revenues first, to pay Proportionately the Combined Debt Service, second, to the funding of the Authority Revenue Stabilization Fund, other than on account of a withdrawal therefrom, until the amount deposited thereto shall equal the amount required by Section 401(c); third, to reimburse the Counties to the extent that any debt service on any Authority Bonds or obligation with respect to reserve funds securing Authority Bonds has been paid from funds other than Special Tax Revenues appropriated by the Counties; fourth, to the Authority Revenue Stabilization Fund to the extent of any deficiency in the amount required therein by Section 401(c) on account of a withdrawal therefrom; fifth, to reimburse the Board to the extent that any debt service on any State Bonds of 2002 has been paid from funds described in Section 406, such reimbursement to be credited to the source from which the funds were drawn; and sixth, to the District Project Completion Fund.

(g) The Parties recognize the possibility that funds in an amount up to \$50,000,000 may be made available by the Northern Virginia Transportation Authority (the “NVT”) to fund Phase II Transportation Improvements in the Counties if a referendum approving an increase in the sales and use tax passes in Northern Virginia (the “Sales Tax Funds”). Any such Sales Tax Funds shall not be considered to be Highway Funds. Any such Sales Tax Funds made available for this purpose by the NVT will be used to pay the Cost of Phase II Transportation Improvements, provided, however, that if any such Sales Tax Funds are used to pay the Cost of any Phase II Project Improvements, an equivalent amount of funds that otherwise would have been used for that purpose according to the Plan shall be used instead to pay a portion of the Cost of Phase II Transportation Improvements that are not included in the District Project as of the Effective Date.

(h) The Cost of Phase II Project Improvements shall be paid first, from available Highway Funds; second, from the proceeds from the sale of State New Money Bonds of 2002; third, from the available proceeds from the sale of Authority Bonds; fourth, from Sales Tax Funds used in accordance with Section 302(g) if available for that purpose; and fifth, from the District Project Completion Fund.

(i) The Authority Bonds and the State Bonds of 2002 will be repaid from Special Tax Revenues as set forth in Article IV below.

Section 303. Cost of Project Improvements. The Cost of Project Improvements includes the cost of acquisition, construction, reconstruction, alteration, landscaping, or enlargement of State Route 28, including the cost of the acquisition of land, rights-of-way, property rights, easements and interests acquired for such construction, alteration or expansion, the cost of demolishing or removing any structure on land so acquired, including the cost of acquiring any

lands to which such structures may be removed, the cost of all labor, materials, machinery and equipment, the costs of environmental mitigation, financing charges, insurance, interest on all bonds prior to and during construction and, for a reasonable period after completion of such construction, reserves for principal and interest and for replacements, renovations and improvements, provisions for working capital, the cost of surveys, engineering and architectural expenses, borings, plans and specifications and other engineering and architectural services, legal expenses, studies, estimates of costs and revenues, administrative expenses and such other expenses as may be necessary, or incident to the construction of the District Project, and to determining the feasibility or practicability of such construction, the cost of financing such construction, and placing the District Project in operation. The Cost shall be reduced by the amount of any cash proffers received by the Counties and used for purposes of funding a portion of the Project Improvements.

Section 304. No Assignment, Sale or Encumbrance of Project Improvements. The Board shall not sell, assign or otherwise dispose of or encumber the Project Improvements or any integral part thereof, or consent to any such sale, assignment, disposal, or encumbrance.

ARTICLE IV

PAYMENT OF SPECIAL TAX REVENUES

Section 401. District Payments.

(a) Each Fiscal Year the District shall pay to the Fiscal Agent the Annual Authority Share and the Annual Board Share. The Commission, on behalf of the District, shall make payments as described below through the Boards of Supervisors of the Counties. Within 30 days of the closing of any State Bonds of 2002 secured in whole or part by the Annual Board Share or any Authority Bonds secured in whole or part by the Annual Authority Share, the issuer of such bonds, being the Board or Authority as the case may be, shall provide to the Commission a schedule of payments necessary to pay the scheduled debt service on such bonds in a timely manner. Notwithstanding any other provision of this District Contract, the Board agrees that in its calculations of the schedule of payments necessary to pay scheduled debt service on its State Bonds of 2002, it shall credit against the first payments necessary to pay such scheduled debt service and thus against the Annual Board Share of Combined Debt Service all Special Tax Revenues that it shall have received prior, and shall retain subsequent, to the Effective Date, and not used to defease the State Bonds of 1992.

(b) As of the Effective Date, the Commission shall request that the Counties set the Special Improvements Tax rate at the maximum rate permissible under the District Act. A reduction in the Special Improvements Tax rate shall not occur unless (i) available Special Tax Revenues in each of the two Fiscal Years immediately preceding the Fiscal Year in which the tax rate reduction is proposed have been greater than the product of 1.1 and the Combined Debt Service in each of those Fiscal Years as calculated based on the schedule or schedules of payments provided pursuant to Section 401(a), and (ii) it is reasonably anticipated by the Commission that available Special Tax Revenues in each subsequent Fiscal Year will be greater than the product of 1.1 and the Combined Debt Service in each such Fiscal Year, at which time the rate may be reduced to a level sufficient, in the judgment of the Commission, to pay the

product of 1.1 and the Combined Debt Service due in any subsequent Fiscal Year. Any such Special Improvements Tax rate reduction may be reversed to the extent necessary to meet the requirements of this Section 401 and Section 402.

(c) Any available Excess Revenues on hand immediately after the final debt service payment in any Fiscal Year shall be allocated first to the creation and funding of the Authority Revenue Stabilization Fund until it contains \$8,500,000. However, after all Authority Bonds to be issued pursuant to this District Contract have been issued, the Authority Revenue Stabilization Fund shall be increased or reduced, as the case may be, so that it equals the maximum annual debt service on all such Authority Bonds. Once the Authority Revenue Stabilization Fund is fully funded, then any Excess Revenues shall be applied as provided in Section 401(e).

(d) The Authority Revenue Stabilization Fund, together with actual interest earnings thereon (subject to any limitations imposed by the Internal Revenue Code), shall be held by the trustee for the Authority Bonds and applied to pay debt service on any outstanding Authority Bonds in any Fiscal Year in the event that the Annual Authority Share for that Fiscal Year is insufficient to pay such debt service in that Fiscal Year. When all Authority Bonds have been fully defeased, any amount remaining in the Authority Revenue Stabilization Fund shall be transferred to the District Project Completion Fund. The Fiscal Agent shall act as the fiduciary agent of the Commission with respect to the District Project Completion Fund, and shall keep the funds of the District Project Completion Fund in a separate account.

(e) Excess Revenues not needed for the purpose set forth in Section 401(c) shall be deposited in the District Project Completion Fund. Any funds in the District Project Completion Fund shall be used first, to make up any deficiency in the amount of Special Tax Revenues available to pay the Combined Debt Service in any Fiscal Year; thereafter, for the purposes and in the order of priority set forth in Section 302(f) third, fourth, and fifth. Any funds in the District Project Completion Fund not needed for the foregoing purposes shall be used first by the Commission to pay scheduled debt service, if any, on any TPOF Loans and then any funds remaining may be used by the Commission in its discretion to pay for any Phase II Transportation Improvements described in the Petition, or to purchase, redeem or defease Authority Bonds or State New Money Bonds issued to finance or refinance Phase II Transportation Improvements or, in connection with the refunding of Authority Bonds, to transfer to the Reserve Subfund established under the trust agreement for the Authority Bonds an amount sufficient to cause the amount deposited in the Reserve Subfund to equal the Reserve Subfund Requirement as defined in such trust agreement, or may be released to the Boards of Supervisors for disbursement under applicable law. At such time as all Phase II Transportation Improvements described in the Petition have been constructed and paid for, and all State Bonds of 2002 and Authority Bonds have been fully defeased, redeemed or paid, the Commission shall release any remaining amount in the District Project Completion Fund to the Boards of Supervisors for disbursement under applicable law.

(f) Notwithstanding anything herein to the contrary:

(i) Special Tax Revenues shall be used to provide no more than seventy-five percent (75%) of the final aggregate Cost of all of the Phase I Transportation

Improvements and Phase II Transportation Improvements, calculated as set forth in Appendix F attached hereto;

- (ii) the maximum limit on the Special Improvements Tax during the term of the District Contract is fixed at \$0.20 per \$100 of assessed fair market value of any real estate, including the assessable value of taxable leasehold interests, of all real property within the District which is zoned for commercial or industrial use or used for such purpose, which is subject to the Special Improvements Tax;
- (iii) any financial obligation of the Counties to any entity arising under or related to this District Contract, other than with respect to credit enhancements of Authority Bonds mentioned in Section 302(e), is limited to the annual payment to the Fiscal Agent for the account of the Commission of all assessed Special Tax Revenues actually collected by the Counties after reasonable efforts consistent with those undertaken by the Counties to assess, levy and collect real estate tax levies generally; and
- (iv) the State Obligation is subject to annual appropriations made by the General Assembly of Virginia and allocations by the Board.

Section 402. Special Improvements Tax. In order to pay the District Obligation, the Commission shall request the Boards of Supervisors by April 1 of each year to levy the Special Improvements Tax and collect Special Tax Revenues for the next Fiscal Year at a rate sufficient to generate Special Tax Revenues to meet the requirements of Section 401, subject to the limitations herein. The Commission shall request the Counties to pay over to the Fiscal Agent all collected Special Tax Revenues by the first day of each month. The Fiscal Agent shall deposit or cause to be deposited in a special account or accounts all Special Tax Revenues received, and any interest earnings thereon shall be credited towards the payment of the District Obligation.

Section 403. Records and Reports.

(a) The Fiscal Agent shall maintain adequate records of the outstanding balance of the District Obligation and shall forward to the Commission and the Board a financial report and statement setting forth such information by February 15 and August 15 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the District Obligation for the current Fiscal Year. The Board and the Authority annually shall supply such information to the Fiscal Agent as is necessary for the Fiscal Agent to fulfill its responsibilities under this Section 403.

(b) The Board shall maintain adequate records of the outstanding balance of the State Obligation and shall forward to the Commission a financial report and statement setting forth such information by February 15 and August 15 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the State Obligation for the current Fiscal Year and the sources and dates of funding anticipated to meet such obligation.

Section 404. Annual Audit. Pursuant to the District Act, the Commission shall have an annual verification and audit of its financial obligations and revenues, and such audit shall be

prepared by an independent certified public accountant selected by the Commission. The audit report for each Fiscal Year shall be submitted to the Board on or before the March 31st next succeeding the end of such fiscal year.

Section 405. Prepayment of District Obligation. Upon notice to and consent of the Board and the Authority, which consent shall not be unreasonably withheld, the Commission may from time to time prepay the District Obligation. All the terms of such prepayment are subject to the approval of the Board and the Authority.

Section 406. Failure to Pay Special Tax Revenues. The Parties acknowledge and expressly agree that if, and for so long as, (i) the amount of Special Tax Revenues required to be collected and paid to the Fiscal Agent to be allocated to the Annual Board Share is not paid to the Fiscal Agent for a period of sixty (60) days from the date such payment was due pursuant to this District Contract, or (ii) the amount so paid is not sufficient to pay the aggregate annual debt service on all outstanding State Bonds of 2002 in any Fiscal Year, and any resulting deficiency is not paid with Excess Revenues within such sixty day period as provided in Section 401(e) of this District Contract, then the provisions of Section 15.2-4608 (A) of the Virginia Code in effect as of that date shall apply.

Section 407. Zoning Changes. The Commission shall use its best efforts to ensure that if Fairfax or Loudoun County changes the zoning classification for any property within the District from commercial or industrial use to residential use upon the written request or approval of the owner of such property, or in any other case permitted by law, then pursuant to Section 303 of the Local Contract, the County making the zoning change shall require the payment to the County by the property owner of a sum representing the present value of the future Special Improvements Taxes to be lost as a result of such zoning change estimated in accordance with the formula set forth in Appendix G as a condition precedent to such rezoning.

Section 408. Transfer or Assignment of Rights to Receive Payments.

(a) The Parties expressly agree that the Board shall have the right, in its sole discretion, to transfer or assign its rights to receive payments from the Fiscal Agent or otherwise hereunder in connection with fulfilling its obligations under this District Contract; provided however, that no such transferee or assignee, except the trustee or trustees for the State Bonds of 2002, shall have any right to enforce any rights of the Board by means of any judicial or administrative proceeding against the District, the Commission, Loudoun County, Fairfax County, or any officer, employee or agent thereof, and the Board shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by the Board. Notwithstanding such transfer or assignment, the Board shall retain the obligation to withhold funds in accordance with Section 406 in the event of any deficiency in Special Tax revenues.

(b) The Parties expressly agree that the Authority shall have the right, in its sole discretion, to transfer or assign its rights to receive payments from the Fiscal Agent or otherwise hereunder in connection with fulfilling its obligations under this District Contract; provided however, that no such transferee or assignee, except the trustee or trustees for the Authority Bonds, shall have any right to enforce any rights of the Authority by means of any judicial or

administrative proceeding against the District, the Commission, Loudoun County, Fairfax County, or any officer, employee or agent thereof, and the Authority shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by the Authority.

ARTICLE V

MISCELLANEOUS

Section 501. Term of Contract. The Term of this District Contract shall commence on the Effective Date and terminate upon payment in full of the District Obligation.

Section 502. Priority and Amendments. As of the Effective Date, this District Contract constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes the Original Contract between the District and the Board dated September 1, 1988, and all amendments thereto, which shall be null and void. This District Contract may be amended in writing by the Parties.

Section 503. Other Contracts. The Parties hereto may enter into other contracts concerning the request and levy of an additional Special Improvements Tax and the collection of additional Special Tax Revenues so long as: (i) the provisions of such contracts do not conflict with or affect the request and levy of the Special Improvements Tax and the collection of Special Tax Revenues under the terms of this District Contract and the Local Contract; and (ii) the aggregate amount of all Special Improvements Tax payable by the Commission does not exceed the limit set forth in the District Act.

Section 504. Amendments of Local Contract. The Commission shall not agree to any amendment of the Local Contract without the approval of the other Parties to this District Contract.

Section 505. Successors. This District Contract shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors.

Section 506. Severability. If any provision of this District Contract shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this District Contract shall be construed and enforced as if such illegal or invalid provision had not been contained in it, provided, however, that in no circumstance shall the financial obligation of the Commission, the District, the Board or either County be any greater than as expressly set forth in this District Contract.

Section 507. Counterparts. This District Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 508. Notices. Unless otherwise provided in this District Contract, all notices, approvals, consents, requests and other communications under this District Contract shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or

certified mail, postage prepaid, addressed (a) if to the Board, at 1401 E. Broad Street, Richmond, Virginia 23219 (Attention: Chair), (b) if to the Authority, at 12000 Government Center Parkway, Suite 561, Fairfax, Virginia 22035 (Attention: Chief Financial Officer), or (c) if to the Commission, at both 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 (Attention: County Executive), and 1 Harrison Street, S.E. Leesburg, Virginia 20177-7000 (Attention: County Administrator). The Parties may, by notice given under this District Contract, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

IN WITNESS WHEREOF, the Parties have caused this District Contract to be executed on their behalf by their duly authorized officers.

COMMONWEALTH TRANSPORTATION BOARD

By: _____

Title: _____

Date: _____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT
AUTHORITY

By: _____

Title: _____

Date: _____

STATE ROUTE 28 HIGHWAY TRANSPORTATION
IMPROVEMENT DISTRICT COMMISSION

By: _____

Title: _____

Date: _____

SECOND AMENDED AND RESTATED FISCAL AGENT AGREEMENT

by and among

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

and

BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

and

U.S. BANK NATIONAL ASSOCIATION
as Fiscal Agent

_____ 1, 2022

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Annex B

This SECOND AMENDED AND RESTATED FISCAL AGENT AGREEMENT, dated as of _____ 1, 2022 (this “Agreement” or this “Fiscal Agent Agreement”) by and among the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, the governing body of Fairfax County, Virginia (“Fairfax County”), the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, the governing body of Loudoun County, Virginia (“Loudoun County,” together with Fairfax County, the “Counties”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination under such authority, as Fiscal Agent (said national banking association and any bank, banking association or trust company becoming successor fiscal agent under this Fiscal Agent Agreement being hereinafter sometimes called the “Fiscal Agent”),

WITNESSETH:

WHEREAS, the Counties and State Route 28 Highway Transportation Improvement District Commission (the “Commission”), a political subdivision appointed by the Fairfax County, Virginia Board of Supervisors and the Loudoun County, Virginia Board of Supervisors (together with the Fairfax County, Virginia Board of Supervisors the “Boards of Supervisors”) pursuant to the Primary Highway Transportation Improvement in Multi-County Areas Act (Virginia Code § 15.1-1372 *et seq.*, as restated and amended as Virginia Code § 15.2-4600 *et seq.* as amended (the “District Act”), have entered into an Amended and Restated Local Contract, dated November 1, 2006 (the “Local Contract”), which provides, among other things, the duty of the Commission to make requests to the Board of Supervisors for the levy of a special improvements tax and the collection of special tax revenues and a copy of which appears as Annex A hereto; and

WHEREAS, the Commonwealth Transportation Board (the “Board”), the Commission and the Fairfax County Economic Development Authority (the “Authority”) have entered into a Second Amended and Restated District Contract, dated as of _____ 1, 2022 (as so amended and restated, the “District Contract”) which provides among other things, an agreement to undertake refunding of certain of the Fairfax County Economic Development Authority’s Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012, an agreement among the parties regarding the method of financing the District Project and the procedures to follow for requesting the Boards of Supervisors to levy a special improvements tax and collect special tax revenues in accordance with the District Act and a copy of which appears as Annex B hereto; and

WHEREAS, the Board under a Master Indenture of Trust dated as of October 1, 2002 (the “Board Master Indenture”) with a corporate trustee (the “Board Trustee”) has issued Commonwealth of Virginia Transportation Contract Revenue Bonds (Route 28 Project) Series 2002 to provide funding for certain transportation projects on State Route 28 and to refund obligations incurred by the Board for such purposes and contemplates the issuance of additional bonds and refunding bonds (collectively, the “Board Bonds”); and

WHEREAS, the Board Master Indenture provides for each County to transfer to the Fiscal Agent by the first day of each month, an amount equal to the special tax revenues

collected by that County by the first day of the prior month and not yet paid to the Fiscal Agent; and

WHEREAS, the Authority under an Amended and Restated Trust Agreement dated as of November 1, 2006 (the “Authority Trust Agreement”) with U.S. Bank National Association (in its capacity as trustee under the Authority Trust Agreement, the “Authority Trustee”) has issued a series in each of 2003, 2004, 2007, 2008, 2012, 2016, and 2022 of Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project) to provide funding for certain transportation projects on State Route 28, or refunding of all or portions of such bonds and such Authority Trust Agreement allows for the refunding of such bonds, in whole or in part (collectively, the “Authority Bonds”); and

WHEREAS, in order to allocate appropriately the special tax revenues collected in the District and keep such payments for payment of the Board Bonds and Authority Bonds in the manner contemplated in the District Contract, the Counties and the Fiscal Agent have entered into this Agreement; and

WHEREAS, the Board Master Indenture provided that upon the initial issuance by Authority of Authority Bonds, the Revenue Stabilization Fund was transferred to the Authority Trustee and the Revenue Fund and the District Project Completion Fund were transferred to the Fiscal Agent under this Fiscal Agent Agreement and the duties and responsibilities imposed on the Fiscal Agent under the Board Master Indenture were transferred to and allocated between the Authority Trustee and the Fiscal Agent under this Fiscal Agent Agreement, all subject to the prior written consent of the Board; and

WHEREAS, the Board has heretofore granted its written consent to such transfers and allocations of Funds, duties and responsibilities; and

WHEREAS, the Fiscal Agent under this Fiscal Agent Agreement has received, among other things, the transfer of the Revenue Fund and the corpus of cash and investments to the credit thereof and of the District Project Completion Fund and the corpus of cash and investments to the credit thereof, the records of the Board Trustee relating to such Funds and certain material information provided by the Board Trustee to the Fiscal Agent and shall thereafter hold and administer such Funds in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Unless otherwise defined herein, words defined in the Authority Trust Agreement, are used in this Agreement with the meanings assigned to them in the Authority Trust Agreement. Any word used in this Agreement and not defined herein or in the Authority Trust Agreement is used in this Agreement with the meanings assigned to it in the District Contract, including those definitions amended in Section 201 of the First Amendment to Amended and Restated District Contract.

Section 102. Rules of Construction. Unless the content clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

- (a) Words importing the singular shall include the plural number and vice versa.
- (b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Agreement.
- (c) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II

DUTIES OF COUNTIES AND FISCAL AGENT

Section 201. Special Tax Revenues. Pursuant to the requirements of Sections 301 and 302 of the Local Contract and Sections 401 and 402 of the District Contract and the directions of the District, the Counties agree to collect all Special Tax Revenues received from the imposition of the Special Improvements Tax within each County's boundaries. Furthermore, the Counties agree to pay over to the Fiscal Agent all collected Special Tax Revenues by the first day of each month. Such payment of Special Tax Revenues is to be no later than forty-five (45) days after receipt.

Section 202. Establishment of Funds. There are hereby created with the Fiscal Agent the Revenue Fund and the District Project Completion Fund that are to be held as trust funds by the Fiscal Agent for the benefit of the Counties, the Board and the Commission.

Section 203. Deposit and Allocation of Special Tax Revenues by Fiscal Agent.

(a) The Fiscal Agent shall deposit all Special Tax Revenues, as received from the Counties, in the Revenue Fund. The Fiscal Agent shall also credit to the Revenue Fund any investment earnings on amounts in the Revenue Fund. The Fiscal Agent shall credit the Revenue Fund with any other moneys which are received by it and which are accompanied by instructions that such moneys are to be deposited into the Revenue Fund.

(b) Based upon schedules of debt service required to be provided to the Fiscal Agent by the Board regarding Board Bonds and the Authority regarding Authority Bonds and any cash then on hand in the Revenue Fund, the Fiscal Agent shall calculate the Annual Authority Share, the Authority Proportion, the Annual Board Share, the Board Proportion and the Combined Debt Service on each March 15, commencing March 15, 2004. The Fiscal Agent is to send a copy of such calculations to the parties to the District Contract at the addresses set forth therein.

(c) By each January 25 and August 15, the Fiscal Agent shall send notifications to the Board Trustee and the Authority Trustee (together, the "Trustees") that indicate the moneys then on deposit in the Revenue Fund (after deducting the Fiscal Agent's fees and expenses then due) and in the District Project Completion Fund and available to be transferred to each Trustee on the second Business Day prior to the next April 1 or October 1 for the payment of debt

service due on such dates on the Authority Bonds or the Board Bonds as applicable (the “first notice”). If the amount indicated in the first notice as available to be so transferred is less than the debt service for the Authority Bonds and the Board Bonds, by the following March 15 or September 15, respectively, the Fiscal Agent shall send a second notification to the Trustees (the “second notice”) that indicates the moneys then on deposit in the Revenue Fund and the District Project Completion Fund and available to be transferred to the Trustees on the second Business Day prior to the next April 1 or October 1, as the case may be, for the payment of debt service due on the Authority Bonds and the Board Bonds on that April 1 or October 1.

Section 204. Transfers from the Revenue Fund.

(a) The Fiscal Agent shall transfer from the Revenue Fund to the Board Trustee and the Authority Trustee on the second Business Day prior to the next April 1 and October 1 an amount equal to the principal and interest or interest scheduled to become due on the Board Bonds and the Authority Bonds, respectively, on such April 1 or October 1, as the case may be; provided, however, that if the amount in the Revenue Fund is less than the total amount of the principal and interest or interest coming due on such April 1 or October 1, then the Fiscal Agent shall pay to the Board Trustee an amount equal to the Board Proportion of the amount in the Revenue Fund and to the Authority Trustee an amount equal to the Authority Proportion of the amount on deposit in the Revenue Fund, and make the further transfer described in Section 205.

(b) Under Section 508 of the Board Master Indenture, the Board Trustee is required to provide notice to the Fiscal Agent if such Trustee holds moneys on any January 20 or July 20 that are available to pay principal and interest on the Board Bonds on the next April 1 or interest on the Board Bonds on October 1. The Fiscal Agent is to take into account such amounts when determining the amount of moneys required to be transferred to the Board Trustee to meet the debt service on the Board Bonds and the Fiscal Agent may deduct such amounts from any potential shortfall amount or actual shortfall amount.

(c) In accordance with Section 401 of the District Contract and Sections 502(iv) and 506 of the Authority Trust Agreement, on or after April 2 of each year, after the last of the payments of the Annual Authority Share and the Annual Board Share for the Fiscal Year have been made, any moneys remaining in the Revenue Fund shall be transferred by the Fiscal Agent to the Authority Trustee for deposit into the Revenue Stabilization Subfund until the balance in the Revenue Stabilization Subfund equals the Revenue Stabilization Subfund Requirement.

(d) Any Excess Revenues in the Revenue Fund remaining after the required transfers to the Board Trustee and the Authority Trustee pursuant to Section 204 (a) and (c) are to be set aside, immediately following the transfer, if any, pursuant to subsection (c) above, with the Fiscal Agent and credited to the District Project Completion Fund.

Section 205. District Project Completion Fund.

(a) If there has been a shortfall in the amounts paid from the Revenue Fund pursuant to Section 204 as the Annual Authority Share and the Annual Board Share from the Combined Debt Service, the Fiscal Agent shall transfer from the District Project Completion Fund on the second Business Day preceding each April 1 (1) to the Authority Trustee for deposit in the

Authority Debt Service Subfund an amount equal to the shortfall in the Annual Authority Share from the debt service on the Authority Bonds and (2) to the Board Trustee for deposit in the appropriate debt service fund an amount equal to the shortfall in the Annual Board Share from the scheduled debt service on the Board Bonds. If the moneys to be so transferred from the District Project Completion Fund are less than the aggregate shortfall, the Authority Proportion and the Board Proportion shall be used to calculate the amounts of the moneys to be transferred to the Authority Trustee or to the Board Trustee.

(b) On or before each scheduled principal payment date on the TPOF loan referred to in the Transportation Partnership Opportunity Fund Loan Financing Agreement of October 23, 2006, by and among the Commission and the Department, the Fiscal Agent shall transfer from available moneys in the District Project Completion Fund to the Director of the Department's Fiscal Division an amount equal to the principal payment due on such date.

(c) Except as noted in the immediately two preceding paragraphs, the Fiscal Agent shall transfer moneys from the District Project Completion Fund based solely upon the written directions from the Commission. Upon each requested transfer, the Commission will certify to the Fiscal Agent that the written directions are in conformity with Sections 302(f) and 401(e) of the District Contract.

Section 206 Counties to Determine Any Reserve Subfund Deficiency, Budget Replenishment and Give Notice.

(a) In furtherance of its several commitments in Section 302(f) of the Local Contract to pay to the Authority Trustee for credit to the Reserve Subfund one-half of the amount of any deficiency in the amount required by the Authority Trust Agreement to be to the credit of the Reserve Subfund, each Board of Supervisors further agrees that it will cause the County's chief executive officer, in preparing the County's operating budget for each Fiscal Year that any Authority Bonds remain outstanding, to identify or estimate and include as separate line items therein one-half of the amount of (i) any existing deficiency in the amount to the credit of the Reserve Subfund and (ii) any other deficiency in the amount to the credit of the Reserve Subfund that such executive estimates will likely occur during the period beginning on or about April 1 of the current Fiscal Year and ending on the last day of the Fiscal Year for which the budget is proposed.

(b) In estimating the occurrence (or not) and amount of any deficiency described in clause (ii) of subsection (a) above, the chief executive shall take into account, among other things such executive shall deem relevant, actual collections in both Counties of the Special Improvements Tax due on December 5 of the current Fiscal Year, the current fund balances, if any, of the Revenue Stabilization Subfund and the District Project Completion Subfund, the amount of Combined Debt Service for the current and succeeding Fiscal Year, the assessed value of the property subject to the Special Improvements Tax in both Counties, and the product of the rate of the Special Improvements Tax and such assessed value.

(c) For purposes of facilitating the preparation of the estimates referred to in subsection (b) above, the Counties will cause their chief executive officers to share with each other information relative to their respective Counties, including the assessed value of property

subject to the Special Improvements Tax and the Special Improvements Tax levied and collected therein, as shall be necessary to enable the chief executive officers to prepare such estimates.

(d) Each Board of Supervisors covenants to cause its chief executive officer, having made the estimates and prepared the proposed operating budget as described in subsection (a) above, (i) to notify the Fiscal Agent and the Authority Trustee on or before June 1 of the current Fiscal Year if such executive shall have estimated any deficiency described in clause (i) or (ii) of subsection (a) above, (ii) in such case, to furnish to the Fiscal Agent and the Authority Trustee a copy of the relevant section of the proposed budget containing the proposed appropriations, and (iii) in such case, to confirm to the Fiscal Agent and to the Authority Trustee on or before the last day of the current Fiscal Year the adoption by the Board of Supervisors of an operating budget for the County that includes the appropriations contained in the chief executive's proposed budget.

(e) Each Board of Supervisors further covenants to, after a review of Special Tax revenues collected, cause its chief executive officer to identify or make estimates of any deficiencies described in clause (i) or (ii) of subsection (a) above and if such deficiencies exist or will exist (i) to notify the Fiscal Agent and the Authority Trustee on or about August 15 or January 20 that a deficiency or estimated deficiency in clause (i) or (ii) of subsection (a) above exists, (ii) in such case such chief executive officer will propose a budget amendment, amendment to the adopted appropriation or increase any approval to the extent of the deficiency or estimate of the deficiency, and (iii) in such case, to confirm to the Fiscal Agent and to the Authority Trustee such amendments or increases to the budget.

ARTICLE III

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 301. Security for Deposits. Any and all moneys deposited under the provisions of this Agreement shall, to the extent provided herein, be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor of the Authority or the Board. Such moneys shall be held in trust and applied in accordance with the provisions of this Agreement.

All moneys deposited with the Fiscal Agent hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency shall be continuously secured, for the benefit of the Authority, the Board and the Holders, in the manner provided by State law for the security for public funds; provided, however, that it shall not be necessary for the Bond Registrar or any Paying Agent to give security for the deposit of any moneys with it for the payment of the principal of or the redemption premium or the interest on any Bonds, or, except as specifically required by this Agreement, for the Authority, the Board or any Trustee to give security for any moneys that shall be represented by obligations purchased under the provisions of this Article as an investment of such moneys.

All moneys shall be credited to the particular Fund to which such moneys belong.

Section 302. Investment of Moneys. Amounts in the Funds held by the Fiscal Agent shall be separately invested and reinvested by the Fiscal Agent, as directed by the Commission in Investment Obligations, so long as such investments are authorized for investment of public funds by the Investment of Public Funds Act, Chapter 45, Title 2.2 of the Virginia Code, or any successor provision of law.

Section 303. Valuation. For the purpose of determining the amount on deposit to the credit of any Fund, obligations in which money in such Fund shall have been invested shall be valued at amortized cost if the average weighted life of the investments to the credit of such fund is five years or less or if more than five years at the market value or the amortized cost thereof, whichever is lower.

The Fiscal Agent shall value the Investment Obligations in the Funds and accounts held by it at least once in every Bond Year and report such balances to Authority, the Board, the Commission and the Counties. In addition, the Investment Obligations shall be valued by the Fiscal Agent at any time requested by an Authority Representative or Board Representative on reasonable notice (which period of notice may be waived or reduced by the Fiscal Agent); provided, however, that the Fiscal Agent shall not be required to value the Investment Obligations more than once in any calendar month.

ARTICLE IV

CONCERNING THE FISCAL AGENT

Section 401. Protections and Standards of Care. The Fiscal Agent is entitled to the same protections and subject to the same standards of care as are set forth, and may resign and be removed as provided for the Authority Trustee, in Article IX of the Authority Trust Agreement. Such provisions are hereby incorporated into this Agreement. In the event of a resignation or removal of the Fiscal Agent, the successor Fiscal Agent must meet the standards applicable to a successor to the Authority Trustee under Section 912 of the Authority Trust Agreement.

ARTICLE V

MISCELLANEOUS

Section 501. Agreement Effective. This Agreement shall take effect immediately upon its execution and delivery.

Section 502. Amendments. This Agreement may be amended in writing signed by the parties; provided, however, that no amendment may be made that affects the rights or responsibilities of the Authority or the Authority Trustee or the Board or the Board Trustee without the written consent of the affected person.

Section 503. Parties Alone Have Rights under Agreement; Exceptions. Except as herein otherwise expressly provided, nothing in this Fiscal Agent Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the parties, any right, remedy or claim, legal or equitable, under or by reason of this Fiscal Agent Agreement or any provision hereof, this Fiscal Agent Agreement and all its provisions being

intended to be and being for the sole and exclusive benefit of the parties; provided, however, that the parties hereby agree and acknowledge that the Authority and the Board and their respective assigns including the Authority Trustee and the Board Trustee shall have the rights of a third party beneficiary under this Fiscal Agent Agreement with respect to those provisions hereof that relate to the rights and responsibilities of the Authority and its assigns, including the Authority Trustee, and the Board and its assigns, including the Board Trustee.

Section 504. Successors. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors.

Section 505. Severability. If any provision of the Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained in it.

Section 506. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 507. Notices. Unless otherwise provided in this Agreement, all notices, approvals, consents, requests and other communications under this Fiscal Agent Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (a) if to the Board of Supervisors of Fairfax County, at 12000 Government Center Parkway, Fairfax, Virginia 22035 (Attention: County Executive); (b) if to the Board of Supervisors of Loudoun County, at 1 Harrison Street, S.E., Leesburg, Virginia 20177-7000 (attention: County Administrator), (c) if to the Fiscal Agent, at U.S. Bank National Association, U.S. Bank Corporate Trust Services, 1051 East Cary Street, Suite 1150, Richmond, Virginia 23219 (attention: Lee Bedell), (d) if to the Fairfax County Economic Development Authority, at 8300 Boone Boulevard, Suite 450, Vienna, VA 221803 (attention: President), (e) if to the Authority Trustee, at U.S. Bank National Association, U.S. Bank Corporate Trust Services, 1051 East Cary Street, Suite 1150, Richmond, Virginia 23219 (attention: Lee Bedell), (f) if to the Commonwealth Transportation Board, at c/o Department of Transportation, 1401 East Broad Street, Richmond, Virginia 23219 (attention: Chairman) and (g) if to the Board Trustee, at SunTrust Bank, Corporate Trust Division, HDQ 5310, 919 East Main Street, 10th Floor, Richmond, Virginia 23219 (attention: Nancy Harrison). Copies of any notice sent by any one of the persons listed above (“a “Notice Party”) to any other Notice Party with respect to the subject matter of this Fiscal Agent Agreement shall be sent to all the other Notice Parties at the same time and by the same means of delivery as the original notice is given. The Notice Parties may, by notice given under this Fiscal Agent Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

IN WITNESS WHEREOF, the Parties have caused this Fiscal Agent Agreement to be executed on their behalf by their duly authorized officers.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Title

BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

By: _____
Title

U.S. BANK NATIONAL ASSOCIATION

By: _____
Title

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

Trustee

SEVENTH SUPPLEMENTAL TRUST AGREEMENT

Dated as of _____, 2022

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SEVENTH SUPPLEMENTAL TRUST AGREEMENT

This **SEVENTH SUPPLEMENTAL TRUST AGREEMENT**, dated as of _____ 1, 2022, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and **U.S. BANK NATIONAL ASSOCIATION**, a banking corporation duly organized and existing under the laws of the Commonwealth of Virginia, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, trustee under the Amended and Restated Trust Agreement hereinafter mentioned (in such capacity, the “Trustee”):

W I T N E S S E T H:

WHEREAS, the Authority has executed and delivered a trust agreement, originally dated as of October 1, 2003, and amended and restated as of November 1, 2006 (the “Amended and Restated Trust Agreement”), by and between the Authority and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, in accordance with the provisions of Section 208 of the Amended and Restated Trust Agreement, the Authority by resolution, adopted on September 16, 2003 (the “2003 authorizing resolution”), authorized the issuance of two or more series of Transportation Contract Revenue Bonds (Route 28 Project) to provide \$90,000,000 to the Commonwealth Transportation Board (the “Board”) for certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the “District Project”), to fund a debt service reserve (the “Reserve Subfund”) and to pay costs in connection with the issuance of the bonds; and

WHEREAS, in accordance with Section 208 of the Amended and Restated Trust Agreement, a First Supplemental Trust Agreement dated as of October 1, 2003, and the 2003 authorizing resolution, the Authority issued on October 29, 2003, \$33,375,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 (the “Series 2003 Bonds;” and

WHEREAS, in accordance with Section 208 of the Amended and Restated Trust Agreement, a Second Supplemental Trust Agreement dated as of August 1, 2004, and the 2003 authorizing resolution, the Authority issued on August 26, 2004, \$57,410,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 (the “Series 2004 Bonds” and together with the Series 2003 Bonds, the “Initial Bonds”); and

WHEREAS, Section 209 of the Amended and Restated Trust Agreement contemplates that the Authority may issue one or more additional series of bonds to provide additional funds to pay all or a portion of the remaining Costs of the District Project; and

WHEREAS, in accordance with the provisions of Section 209 of the Amended and Restated Trust Agreement, a Third Supplemental Trust Agreement dated as of March 1, 2007, and an authorizing resolution of the Authority adopted on January 30, 2007, the Authority issued on March 14, 2007, \$41,505,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2007A (the “Series 2007 Bonds”); and

WHEREAS, in accordance with the provisions of Section 209 of the Amended and Restated Trust Agreement, a Fourth Supplemental Trust Agreement dated as of July 1, 2008, and an authorizing resolution of the Authority adopted on June 17, 2008, the Authority issued on July 28, 2008, \$51,505,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2008 (the “Series 2008 Bonds”); and

WHEREAS, in accordance with the provisions of Section 210 of the Amended and Restated Trust Agreement, a Fifth Supplemental Trust Agreement dated as of May 1, 2012, and an authorizing resolution of the Authority adopted on April 17, 2012, the Authority issued on May 23, 2012, \$86,275,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the “Series 2012 Bonds”) for purposes of refunding certain outstanding Series 2003 Bonds and Series 2004 Bonds; and

WHEREAS, in accordance with the provisions of Section 210 of the Amended and Restated Trust Agreement, a Sixth Supplemental Trust Agreement dated as of August 1, 2016, and an authorizing resolution of the Authority adopted on June 13, 2016, the Authority issued on August 25, 2016, \$43,035,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2016A and \$45,760,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2016B (collectively, the “Series 2016 Bonds” and together with the Series 2003 Bonds, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, and the Series 2012 Bonds, the “Authority Bonds”) for the purpose of refunding certain Series 2007 Bonds and Series 2008 Bonds; and

WHEREAS, Section 210 of the Amended and Restated Trust Agreement contemplates the refunding from time to time of Authority Bonds; and

WHEREAS, the Authority has by resolution, adopted on December __, 2021 (the “Authorizing Resolution”), determined to issue refunding bonds, pursuant to Section 210 of the Amended and Restated Trust Agreement, in an aggregate principal amount not to exceed \$_____ for purposes of refunding certain maturities of the Series 2012 Bonds (the “Series 2022 Bonds”); and

WHEREAS, Section 1101(e) of the Amended and Restated Trust Agreement provides that the Authority may enter into a supplement to the Amended and Restated Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Amended and Restated Trust Agreement, to provide for the issuance and to fix the details of the additional series of bonds to be issued under Section 210 of the Amended Restated Trust Agreement; and

[WHEREAS, in connection with the issuance of the Series 2007 Bonds, the Authority delivered to the Trustee a Reserve Subfund Insurance Policy (the “Reserve Subfund Insurance

Policy”) issued by MBIA Insurance Corporation in satisfaction of the Reserve Subfund Requirement of maximum annual debt service on the Initial Bonds and the Series 2007 Bonds;] and;

WHEREAS, Section 210 and Section 504(b) of the Amended and Restated Trust Agreement provides that the Authority may deposit into a separate account in the Reserve Subfund for the sole benefit of the Owners of a particular Series of Bonds an amount which together with amounts on deposit in the Reserve Subfund for the benefit of the holders of outstanding Bonds is equal to the Reserve Subfund Requirement, and the Authority has determined to authorize the making of such a deposit into such account in connection with the issuance of Series 2022 Bonds under this Seventh Supplemental Trust Agreement; and

WHEREAS, the Board, the State Route 28 Highway Transportation Improvement District Commission (the “Commission”), and the Authority have entered in to a Second Amended and Restated District Contract, dated as of _____ 1, 2022 (the “District Contract”), pursuant to which amounts may be released from the District Project Completion Fund, as described therein (the “District Project Completion Fund”) for deposit to the Reserve Subfund in connection with the issuance of the Series 2022 Bonds; and

WHEREAS, the execution and delivery of this Seventh Supplemental Trust Agreement have been duly authorized by the Authorizing Resolution, and the Authority has requested the Trustee to join with it in the execution of this Seventh Supplemental Trust Agreement; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia and by the resolutions of the Authority to happen, exist and be performed precedent to and in the execution of this Seventh Supplemental Trust Agreement have happened, exist and have been performed as so required; and

WHEREAS, the Trustee has accepted the trusts created by this Seventh Supplemental Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Amended and Restated Trust Agreement, and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee at or before the execution and delivery of this Seventh Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

Section 1. Terms of the Series 2022 Bonds. The Series 2022 Bonds shall be designated “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A”. The Series 2022 Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company, and numbered R-1 and upward. The definitive Series 2022 Bonds issued under the provisions of the Amended and Restated Trust Agreement as supplemented by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, the Fourth Supplemental Trust Agreement, the Fifth

Supplemental Trust Agreement, the Sixth Supplemental Trust Agreement, and as further supplemented by this Seventh Supplemental Agreement (the Amended and Restated Trust Agreement as so supplemented, the “Trust Agreement”) shall be in substantially the form set forth in the Amended and Restated Trust Agreement.

The Series 2022 Bonds shall be issued in the aggregate principal amount of \$_____, shall be dated the date of their delivery and shall be issued in denominations of \$5,000 or any multiple thereof. All of the Series 2022 Bonds shall be Current Interest Bonds. All of the Series 2022 Bonds [shall be Serial Bonds] maturing in the years, in the principal amounts and bearing interest at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:

<u>Maturity (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$	%
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

Section 2. Redemption Provisions of the Series 2022 Bonds.

Optional Redemption. The Series 2022 Bonds maturing on or before April 1, 20__, are not subject to redemption prior to their stated date of maturity. The Series 2022 Bonds maturing on or after April 1, 20__, are subject to redemption at the option of the Authority, as directed by the Counties and the District, in whole or in part, at any time on or after April 1, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Notice of Redemption. At least 30 but not more than 60 days before the redemption date of any Series 2022 Bonds, whether in whole or in part, the Trustee will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2022 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2022 Bonds. While the Series 2022 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2022 Bonds.

Any notice of optional redemption of the Series 2022 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any

conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2022 Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the affected Series 2022 Bonds shall have been set aside in escrow with the Trustee or a depository (either, a “depository”) for the purpose of paying such Series 2022 Bonds, then on the redemption date the Series 2022 Bonds will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2022 Bonds called for redemption, thereafter, no interest will accrue on those Series 2022 Bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those Series 2022 Bonds.

Section 3. Authentication of Series 2022 Bonds. Upon their execution in the form and manner set forth in the Amended and Restated Trust Agreement and this Seventh Supplemental Trust Agreement, the Series 2022 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to deliver the Series 2022 Bonds for the account of _____ as winning bidder (the “Underwriters”), at The Depository Trust Company, New York, New York, against payment therefor in accordance with and subject to the provisions of Sections 210 of the Amended and Restated Trust Agreement and Section 4 hereof.

Section 4. Sale and Application of Proceeds of the Series 2022 Bonds and Other Amounts.

(a) The Series 2022 Bonds were awarded to the Underwriters in a competitive sale, pursuant to the terms of the Official Notice of Sale for the Series 2022 Bonds.

(b) The proceeds of the Series 2022 Bonds shall be deposited by the Authority in accordance with Section 210 of the Amended and Restated Trust Agreement, simultaneously with the delivery of the Series 2022 Bonds as follows:

(1) with the Trustee serving as escrow agent (the “2022 Escrow Agent”) under the 2022 Escrow Deposit Agreement dated as of February __, 2022, between the 2022 Escrow Agent and the Authority, to the credit of the 2022 Escrow Fund created in the Escrow Deposit Agreement, an amount that shall equal \$_____; and

(2) with the Trustee, to the credit of the Costs of Issuance Account in the Construction Subfund the amount of \$_____ which is equal to the entire balance of the proceeds of the Series 2022 Bonds.

(c) The amount of \$_____ transferred from the District Project Completion Fund to the Trustee pursuant to Section 401(e) of the District Contract by direction of the Commission

and the Authority shall be deposited to the credit of the Series 2022 Reserve Account of the Reserve Subfund.

Section 5. Tax Covenants. The Authority covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2022 Bonds to become subject to federal income taxation pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2022 Bonds (the “Initial Installment Computation Date”), and at least once every five years thereafter, the Authority shall cause the Rebate Liability to be computed by a Rebate Analyst and will deliver a copy of the applicable Rebate Liability calculation to the Trustee (the “Rebate Liability Certificate”). Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Subfund.

(1) not later than sixty (60) days after each Initial Installment Computation Date, the Authority shall pay, or direct the Trustee to pay from amounts in the Rebate Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as set forth in the Rebate Liability Certificate prepared with respect to such installment computation date;

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the applicable Series of Bonds, the Authority shall direct the Trustee to pay from amounts in the Rebate Subfund (such amounts constituting Excess Earnings as consistent with the tax certificate delivered in connection with the issuance of the Series 2022 Bonds (as supplemented and amended from time to time, the “Authority Tax Certificate”), transferred from the Construction Subfund, Reserve Subfund and Revenue Stabilization Subfund and any of their applicable accounts) to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability Certificate exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the applicable Series of Bonds;

(3) no later than sixty (60) days after final payment of a Series of Bonds, the Authority shall pay, or direct the Trustee to pay from amounts in the Rebate Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability set forth in the Rebate Liability Certificate with respect to the date of final payment of the applicable Series of Bonds exceeds the aggregate of all payments theretofore made pursuant to this Section.

(b) The Authority represents that it will instruct the Trustee as to the final application of the amounts in the Rebate Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the Authority to comply with the conditions in this section of the Seventh Supplemental Trust Agreement and the Authority Tax Certificate.

All such payments shall be made by, or at the direction of, an Authority Representative from any legally available source, including moneys in the Rebate Subfund.

Notwithstanding any provision of this Section to the contrary, (i) no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2022 Bonds from becoming “arbitrage bonds” within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis and (ii) an Authority Representative may direct the Trustee to transfer all or any portion of the moneys held for the credit of the Rebate Subfund to any other Subfund or account under the Trust Agreement to which such a transfer may be made under the terms of the Authority Tax Certificate.

The Trustee shall provide the Authority within ten (10) days after each April 1, or other computation date selected by the Authority, and within ten (10) days after the final payment of a Series of Bonds with such reports and information with respect to earnings of amounts held under the Amended and Restated Trust Agreement and this Seventh Supplemental Trust Agreement as may be requested by the Authority to comply with the provisions of this Section.

Section 6. Series 2022 Reserve Account.

(a) Pursuant to Section 210 and Section 504(b) of the Amended and Restated Trust Agreement, the “Series 2022 Reserve Account” to be maintained within the Reserve Subfund is hereby established and is to be held by the Trustee pursuant to the Amended and Restated Trust Agreement and this Seventh Supplemental Trust Agreement.

(b) The Series 2022 Reserve Account shall be held solely for the benefit and security of Owners of the Series 2022 Bonds. Owners of outstanding Bonds or any other Series of Bonds hereinafter issued under the Amended and Restated Trust Agreement shall not have the benefit or security of amounts on deposit in the Series 2022 Reserve Account.

(c) Owners of Series 2022 Bonds shall not have the benefit or security of amounts to the credit of the Reserve Subfund other than the amounts on deposit in the Series 2022 Reserve Account.

(d) All provisions of the Amended and Restated Trust Agreement relating to the Reserve Subfund (including Section 504) not inconsistent with the provisions of this Seventh Supplemental Trust Agreement shall apply to the Series 2022 Reserve Account.

[(e) NTD-provisions relating to MBIA surety bond to come.]

Section 7. Recitals, Statements and Representations made by Authority, not Trustee. The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 8. Seventh Supplemental Trust Agreement as Supplemental Agreement.

This Seventh Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Amended and Restated Trust Agreement as previously supplemented by the First Supplemental Trust Agreement, Second Supplemental Trust Agreement, Third Supplemental Trust Agreement, Fourth Supplemental Trust Agreement, the Fifth Supplemental Trust Agreement, and the Sixth Supplemental Trust Agreement and shall form a part thereof, and the Amended and Restated Trust Agreement as hereby and heretofore supplemented is hereby ratified, approved and confirmed.

Section 9. Authority, Counties, Trustee and Bondholders Alone to Have Rights.

Nothing in this Seventh Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the Counties, the Trustee and the holders of the Series 2022 Bonds issued under the Amended and Restated Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Amended and Restated Trust Agreement, or this Seventh Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2022 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Counties, the Trustee and the holders of said Series 2022 Bonds issued under the Trust Agreement.

Section 10. Trustee to Perform Duties of Bond Registrar. The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Seventh Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Amended and Restated Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Series 2022 Bonds agree.

Section 11. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

Section 12. Headings Not Part of Agreement; Certain Definitions. (a) The title of Sections and any wording on the cover of this Seventh Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

(b) All terms not defined herein shall have the meanings given to them in the Amended and Restated Trust Agreement.

Section 13. Covenants to Bind Successors. All the covenants, stipulations, promises and agreements in this Seventh Supplemental Trust Agreement contained made by or on behalf of the Authority or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Seventh Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank National Association has caused this Seventh Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
Chairman

[SEAL]

Attest:

Secretary

**U.S. BANK NATIONAL ASSOCIATION,
Trustee**

By _____
Name:
Title:

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

Ratings: Moody's: _____

S&P: _____

(See "RATINGS" herein)

NEW ISSUE -- BOOK-ENTRY-ONLY

In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain covenants and with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, and subject to conditions described in "TAX MATTERS" herein, interest on the Series 2022 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Under the Enabling Act (as defined herein), the income, including any profit made on the sale thereof, from the Series 2022 Bonds (defined below) shall at all times be exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof. See "TAX MATTERS" herein for further information regarding certain provisions of the Code that may affect the tax treatment of interest on the Series 2022 Bonds for certain bondholders.

\$ _____ *

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation Contract Revenue Refunding Bonds
(Route 28 Project)
Series 2022A

Dated: Date of Delivery**Due: April 1, in the years as shown herein**

The Fairfax County Economic Development Authority (the "Authority") will issue its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A (the "Series 2022 Bonds") for the purpose of (a) refunding the Authority's outstanding Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the "Series 2012 Bonds") and (b) paying costs associated with the issuance of the Series 2022 Bonds. The Series 2012 Bonds were issued to refund certain maturities of the Authority's Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 and Transportation Contract Revenue Bonds (Route 28 Project) Series 2004, each previously issued to finance a portion of the costs of the construction of certain improvements (the "District Project") to State Route 28 in Fairfax County, Virginia, and Loudoun County, Virginia (each, a "County" and together, the "Counties").

The Series 2022 Bonds will be limited obligations of the Authority, payable primarily from proceeds (the "Special Tax Revenues") of a limited ad valorem real property tax (the "Special Improvements Tax") levied by each County in the State Route 28 Highway Transportation Improvement District at the request of its governing body, the State Route 28 Highway Transportation Improvement District Commission (the "Commission"). The Series 2022 Bonds will also be secured by a Reserve Subfund. Each County has agreed to cure one-half of any deficiencies in the Reserve Subfund.

THE COUNTIES ARE NOT LEGALLY OBLIGATED TO LEVY THE SPECIAL IMPROVEMENTS TAX, AND THEIR SEVERAL OBLIGATIONS TO PAY THE SPECIAL TAX REVENUES THEY COLLECT TO OR FOR THE ACCOUNT OF THE COMMISSION IN ANY FISCAL YEAR AND TO MAKE UP ANY DEFICIENCY IN THE RESERVE SUBFUND ARE CONTINGENT UPON APPROPRIATIONS FOR SUCH FISCAL YEAR BY THE COUNTIES FOR SUCH PURPOSE. THE SERIES 2022 BONDS DO NOT CONSTITUTE A DEBT OF THE COUNTIES OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTIES. THE SERIES 2022 BONDS AND THE PREMIUM, IF ANY, AND THE INTEREST ON THEM SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND THE COUNTIES. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND THE COUNTIES, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2022 BONDS OR OTHER COSTS INCIDENT TO THEM EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED FOR SUCH PURPOSE. THE AUTHORITY HAS NO TAXING POWER.

Interest on the Series 2022 Bonds will accrue from the date of delivery, and will be payable on [April 1], 2022 and semiannually thereafter on April 1 and October 1 of each year to and including their respective dates of maturity or redemption. The Series 2022 Bonds will be issued in book-entry form registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form, in the denominations of \$5,000 and integral multiples thereof. Payments of principal and interest on, and the redemption price of, the Series 2022 Bonds will be made when due to DTC in accordance with an Amended and Restated Trust Agreement, dated as of November 1, 2006 (the "Amended and Restated Trust Agreement"), as previously supplemented, and as supplemented by a Seventh Supplemental Trust Agreement, dated as of _____ 1, 2022 (the "Supplemental Trust Agreement," and collectively with the Amended and Restated Trust Agreement, the "Trust Agreement"), each between the Authority and U.S. Bank National Association, Richmond,

* Preliminary, subject to change.

Virginia, as successor trustee (in such capacity, the “Trustee”). The Trustee will have no obligation to make any payments to any beneficial owner of any Series 2022 Bonds. See “THE SERIES 2022 BONDS—Book-Entry Only System” herein.

The Series 2022 Bonds are subject to optional redemption prior to maturity as described herein under “THE SERIES 2022 BONDS.”

The Series 2022 Bonds are offered when, as and if executed and delivered and received by the Purchaser, subject to the approval of legality by Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for Fairfax County and the Commission by Elizabeth D. Teare, Esquire, Fairfax County Attorney; for Loudoun County and the Commission by Leo P. Rogers, Esquire, Loudoun County Attorney; and for the Authority by McGuireWoods LLP, McLean, Virginia. Nixon Peabody LLP, Washington, D.C., is serving as Disclosure Counsel. It is expected that the Series 2022 Bonds will be available for delivery through the DTC book-entry system on or about _____, 2022.

_____, 2022

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation Contract Revenue Refunding Bonds
(Route 28 Project)
Series 2022A

MATURITY SCHEDULE

Base CUSIP[†] Number 30383A

\$ _____ * Serial Bonds

<u>Maturity Date</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP[†]</u> <u>Suffix</u>
2023	\$			
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				

* Preliminary, subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Series 2022 Bonds.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

COMMISSIONERS

Catherine Lange, *Chair*
James Quigley, *Vice Chair*
Ronald C. Johnson, *Secretary*
Steven Partridge, *Treasurer*
Linnie Haynesworth
Roderick Mitchell
Pallabi Saboo
Joseph Vidulich
Rick Wagner

COUNSEL FOR AUTHORITY

McGuireWoods LLP

FAIRFAX COUNTY, VIRGINIA

BOARD OF SUPERVISORS

Jeffrey C. McKay, *Chairman*
Penelope A. Gross, *Vice Chairman*
Walter L. Alcorn
John W. Foust
Patrick S. Herrity
Rodney L. Lusk
Dalia A. Palchik
Kathy L. Smith
Daniel G. Storck
James R. Walkinshaw

COUNTY OFFICIALS

Bryan J. Hill, *County Executive*
Rachel O'Dwyer Flynn, *Deputy County Executive*
Christopher A. Leonard, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Christopher J. Pietsch, *Director, Department of Finance*
Christina C. Jackson, *Chief Financial Officer*
Elizabeth D. Teare, Esquire, *County Attorney*

LOUDOUN COUNTY, VIRGINIA

BOARD OF SUPERVISORS

Phyllis J. Randall, *Chair*
Koran T. Saines, *Vice Chair*
Juli E. Briskman
Tony R. Buffington Jr.
Sylvia R. Glass
Caleb A. Kershner
Matthew F. Letourneau
Michael R. Turner
Kristen C. Umstatt

COUNTY OFFICIALS

Tim Hemstreet, *County Administrator*
Charles Yudd, *Deputy County Administrator*
Janet Romanchyk, *Chief Financial Officer/*
Director of Finance and Budget
Nicole Speight, *Debt Manager*
H. Roger Zurn, Jr., *Treasurer*
Leo P. Rogers, Esquire, *County Attorney*

TRUSTEE

U.S. Bank National Association
Richmond, Virginia

BOND COUNSEL

Norton Rose Fulbright US LLP
Washington, D.C.

DISCLOSURE COUNSEL

Nixon Peabody LLP
Washington, D.C.

FINANCIAL ADVISOR TO FAIRFAX COUNTY

PFM Financial Advisors LLC
Arlington, Virginia

FINANCIAL ADVISOR TO LOUDOUN COUNTY

Davenport & Company LLC
Richmond, Virginia

No dealer, salesman or other person has been authorized to give any information or to make any representations, other than the information contained in this Official Statement, in connection with the offering of the Series 2022 Bonds, and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the Counties, the District, or the Underwriter. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the Counties, or the District since the date hereof. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The information set forth herein has been obtained from the Authority, the Counties, or the District and other sources which are believed to be reliable.

Forward looking statements. Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the Authority's or the Counties' beliefs, as well as assumptions made by, and information currently available to, them. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget" or similar words are intended to identify forward looking statements. The words "now," "to date," "currently" and the like are intended to mean as of the date of this Official Statement.

The Authority has provided the following sentence for inclusion in this Official Statement. The Authority does not assume any responsibility as to the accuracy or completeness of the information contained in this Official Statement, other than that contained under the caption "**THE AUTHORITY**" and the first paragraph under "**LITIGATION.**"

The registration or qualification of the offer and sale of the Series 2022 Bonds (as distinguished from registration of the ownership of the Series 2022 Bonds) is not required under the Securities Act of 1933, as amended, or the Virginia Uniform Securities Act, as amended. **THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE SERIES 2022 BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE SERIES 2022 BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.**

The cover and inside cover pages hereof, this page and the appendices attached hereto are integral parts of this Official Statement.

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OFFICIAL STATEMENT

\$ _____ *

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation Contract Revenue Refunding Bonds
(Route 28 Project)
Series 2022A

INTRODUCTION

This Official Statement, which includes the cover and inside cover pages and all the appendices attached hereto, is furnished in connection with the issuance by the Fairfax County Economic Development Authority (the “Authority”) of its \$ _____ * Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A (the “Series 2022 Bonds”). The Series 2022 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia, including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended, and other applicable law (the “Enabling Act”), and the provisions of an Amended and Restated Trust Agreement, dated as of November 1, 2006 (the “Amended and Restated Trust Agreement”), as previously supplemented, and as supplemented by a Seventh Supplemental Trust Agreement, dated as of _____, 2022 (the “Supplemental Trust Agreement”, and collectively with the Amended and Restated Trust Agreement, the “Trust Agreement”), each between the Authority and U.S. Bank National Association, as successor trustee (in such capacity, the “Trustee” or “Authority Trustee”).

The Series 2022 Bonds are being issued for the purpose of (a) refunding the Authority’s outstanding Series 2012 Bonds (as defined herein) as more particularly described under the heading “THE DISTRICT PROJECT – Plan of Refunding” herein and (b) paying costs associated with the issuance of the Series 2022 Bonds. The Series 2012 Bonds were issued to refund certain maturities of the Authority’s Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 and Transportation Contract Revenue Bonds (Route 28 Project) Series 2004, each previously issued to finance a portion of the costs of the construction of certain improvements (the “District Project”) to State Route 28 in Fairfax County, Virginia and Loudoun County, Virginia (each, a “County” and together, the “Counties”).

Capitalized terms and phrases that are used herein but not defined in the body of this Official Statement have the meanings set forth in Appendix D.

Brief descriptions of the Route 28 Transportation Improvements, including the District Project, the Authority, the District, the District Contract, the Local Contract, the Fiscal Agent Agreement and the Trust Agreement, the estimated sources and uses of Series 2022 Bond proceeds, the security for the Series 2022 Bonds and the terms and provisions of the Series 2022 Bonds are provided below. Such descriptions do not purport to be comprehensive or definitive.

The District Act (as defined below) confers power upon the Counties to levy annually a limited ad valorem tax on taxable real estate zoned for commercial and industrial use and located in the District (the “Special Improvements Tax”). Under an Amended and Restated Local Contract, dated as of August 30, 2002, as amended and restated by an Amended and Restated Local Contract, dated as of November 1, 2006 (the “Local Contract”), by and among the State Route 28 Highway Transportation Improvement District Commission (the “Commission”) and the Counties, the Commission agrees to request that each County’s Board of Supervisors levy the Special Improvements Tax and collect the proceeds of such tax (the “Special Tax Revenues”) and the Boards of Supervisors of each County (each a “Board of Supervisors”) agrees to pay to the Fiscal Agent the Special Tax Revenues promptly upon collection. The Counties are not legally obligated to impose the annual Special Improvements Tax in any Fiscal Year, and the obligation of each County to collect and pay to the Fiscal Agent the Special Tax Revenues is contingent upon the levy of the Special Improvements Tax and appropriation of the Special Tax Revenues for any such Fiscal Year by its Board of Supervisors.

* Preliminary, subject to change.

An Amended and Restated District Contract dated as of May 1, 2012, as amended and restated by a Second Amended and Restated District Contract dated as of _____, 2022 (the “District Contract”), by and among the Commission, the Authority and the Commonwealth Transportation Board (the “Transportation Board”), sets forth the commitments of the Transportation Board and the Authority to issue their bonds, payable primarily from pro rata shares of the Special Tax Revenues, to finance a portion of the cost of certain grade-separated interchanges on Route 28 included in the District Project.

In the event that the amount on deposit in the Reserve Subfund established under the Trust Agreement to secure the Series 2016 Bonds, the Series 2022 Bonds and any Additional Bonds (as hereinafter defined) is less than the Reserve Subfund Requirement, each of the Counties covenants in the Local Contract and the Fiscal Agent Agreement (hereinafter defined) to budget, appropriate and pay from its general fund, upon written notice from the Trustee of such deficiency, 50% of the amount required to restore the Reserve Subfund to the Reserve Subfund Requirement. The respective obligations of the Boards of Supervisors of the Counties to make such payments in any Fiscal Year are contingent upon their appropriation for such Fiscal Year of funds from which such payments can be made. See “SECURITY FOR THE SERIES 2022 BONDS – Reserve Subfund” herein.

The Counties shall not be liable in any Fiscal Year for any payment of Special Tax Revenues or any payment to restore a deficiency in the Reserve Subfund (collectively, the “Subject to Appropriation Payments”) unless and until such funds have been appropriated for payment for such purposes and then only to the extent thereof. The Boards of Supervisors have no legal obligation to make any Subject to Appropriation Payments. The obligations of the Counties to make Subject to Appropriation Payments shall not constitute a pledge of the full faith and credit of the Counties or bonds or debts of the Counties.

The financial and operating data contained herein and in Appendices A and B are as of the dates and for the periods indicated, portions of 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 all possible or probable impacts of the COVID-19 pandemic on each County’s general economic and financial condition. See Appendix A-1 – “FAIRFAX COUNTY INFORMATION – GOVERNMENT SERVICES – COVID-19 Matters” and Appendix B-1 – “FINANCIAL INFORMATION – COVID-19.”

Revenue and expenditure projections and all other-forward looking statements in this Official Statement are based on current expectations and are not intended as representations of fact or guarantees of results. Any such forward-looking statements inherently are subject to a variety of risks and uncertainties that could cause actual results or performance to differ materially from those that have been forecast, estimated or projected. Investors are advised to carefully consider the information presented below, together with other information presented in this Official Statement, in order to make an informed investment decision.

THE DISTRICT PROJECT

History and Background of the Route 28 Corridor Transportation Improvements

State Route 28 is a north-south State Highway that passes through both Fairfax County and Loudoun County and connects State Route 7 in the north with the Dulles Greenway, State Route 50 and Interstate 66 in the south, passing through the Washington Dulles International Airport.

On October 17, 1987, a group of owners of land along State Route 28 in Fairfax County and Loudoun County filed with the Boards of Supervisors of the Counties a joint petition (the “Petition”) for the creation of the State Route 28 Highway Transportation Improvement District (the “District”) pursuant to the Multicounty Transportation Improvement Districts Act (Virginia Code Section 15.2-4600 et seq.) (the “District Act”). In the Petition, the petitioning landowners proposed (a) that certain transportation improvements be constructed within the District, (b) that the District should enter into a contract with the Virginia Department of Transportation (“VDOT”) pursuant to which VDOT would provide the design, planning and construction and any other undertaking deemed necessary for the construction and annual provision of such transportation improvements in the District, and (c) that the Boards of Supervisors of the Counties should impose a special improvements tax within the District on commercial and industrial property and collect the revenues therefrom, which the District would use solely for the District’s portion of the annual

payments required under the contract with VDOT and related costs as authorized under the District Act for services performed in connection with the implementation of such transportation improvements. After public hearings, the Boards of Supervisors adopted resolutions establishing the District and also adopted concurrent resolutions (the “Concurrent Resolutions”) setting forth the material understandings of the Counties and the petitioning landowners with respect to the District, including a 75/25 ratio of the costs to be shared by the District and VDOT with respect to the transportation improvements.

The first phase of the transportation improvements included in the District Project (“Phase I”) consisted of widening the existing road from two to six lanes and upgrading three major intersections of State Route 28. Phase I was completed in 1991. The second phase of transportation improvements (“Phase II”) began in 2002 and resulted in the construction of six grade-separated interchanges. Phase II construction was essentially completed in 2007. The third phase (“Phase III”) of the District Project resulted in the construction of four additional interchanges. Phase III construction was completed in 2010. The final phase of the District Project included widening State Route 28 from six to eight lanes between State Route 50 and Sterling Boulevard pursuant to the District’s contract with VDOT. In March, 2011 the District approved the use of funds for final design plans for four sections of Route 28 widening. The final widening segments were completed in 2020.

Prior Financings

In 2002, the Transportation Board, the Authority and the Commission amended the original 1988 District Contract and adopted a plan (the “Plan”) of financing and refinancing the District Project, and a schedule of financings by the Transportation Board and the Authority for Phase II’s six grade-separated interchanges for State Route 28. The Plan called for funding these interchanges through the issuance of bonds by the Authority in an amount sufficient to provide funding for approximately \$90 million of the Costs of the District Project, and the issuance of bonds by the Transportation Board to finance an additional \$36 million of the Costs of the District Project, with debt service on all bonds to be payable from the Special Improvements Tax levied in the District.

As a part of the Plan, in October 2002, the Transportation Board issued its \$120,643,667.45 Transportation Contract Revenue and Revenue Refunding Bonds (Route 28 Project), Series 2002, consisting of \$83,820,000 Current Interest Refunding Bonds, Series 2002, none of which are currently outstanding, and \$36,823,667.45 Capital Appreciation New Money Bonds, Series 2002, \$_____ accreted value of which remains outstanding as of _____, 2022 (the “2002 State Bonds”) to provide approximately \$36 million for the Costs of the District Project and to refund all of the outstanding Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 1992 (the “1992 State Bonds”) in order to permit the pledge of the Special Improvements Tax to then apply solely to the 2002 State Bonds. The proceeds of the 1992 State Bonds refunded all of the outstanding Commonwealth of Virginia Transportation Contract Revenue Bonds (Route 28 Project) Series 1988 (the “1988 State Bonds”), which 1988 State Bonds were issued primarily to finance the Phase I widening of Route 28 from two to six lanes in the District. In May of 2012, the Transportation Board issued \$50,620,000 Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012, \$_____ of which are outstanding as of _____, 2022 (the “2012 State Bonds”), for purpose of refunding certain maturities of the 2002 State Bonds.

In 2006, the District Contract was further amended to provide a plan to finance the construction costs of Phase III’s four interchanges, to be funded in part through the issuance of additional Authority Bonds. At the request of the Transportation Board, in March of 2007 the Authority issued its \$41,505,000 Transportation Contract Revenue Bonds (Route 28 Project), Series 2007A (the “Series 2007A Bonds”) as additional Authority Bonds under the District Contract and the Local Contract and “Additional Bonds” under the Trust Agreement to provide \$40 million for costs associated with Phase III of the District Project, which consisted primarily of the construction of the final four interchanges on State Route 28. In July of 2008 the Authority issued its \$51,505,000 Transportation Contract Revenue Bonds (Route 28 Project), Series 2008 (the “Series 2008 Bonds”) as additional Authority Bonds under the District Contract and the Local Contract and Additional Bonds under the Trust Agreement to provide an additional approximately \$46 million for costs associated with Phase III. Construction of Phase III was completed in 2010.

In May of 2012, the Authority issued its \$86,275,000 Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2012, \$_____ of which are outstanding as of _____, 2022 (the “Series 2012 Bonds”), as additional Authority Bonds under the District Contract and the Local Contract and “Refunding Bonds”

under the Trust Agreement. The Series 2012 Bonds were issued for the purpose of refunding certain maturities of the Authority's \$33,375,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 (the "Series 2003 Bonds") and certain maturities of the Authority's \$57,410,000 Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 (the "Series 2004 Bonds"). The Authority issued the Series 2003 Bonds to provide \$30 million for Costs of the District Project and the Series 2004 Bonds to finance an additional \$60 million of Costs of the District Project. The proceeds of the Series 2003 Bonds and the Series 2004 Bonds and the investment income thereon were sufficient to fund the construction costs of Phase II's six interchanges on State Route 28, and such interchanges were completed in 2007. The remaining maturities of the Series 2003 Bonds and the Series 2004 Bonds that were not refunded with the proceeds of the Series 2012 Bonds have since matured and are no longer outstanding.

In August of 2016, the Authority issued its \$43,035,000 Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2016A, \$_____ of which are outstanding as of _____, 2022 (the "Series 2016A Bonds"), and \$45,760,000 Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2016B, \$_____ of which are outstanding as of _____, 2022 (the "Series 2016B Bonds" and together with the Series 2016A Bonds, the "Series 2016 Bonds"), each as additional Authority Bonds under the District Contract and the Local Contract and "Refunding Bonds" under the Trust Agreement. The Series 2016A Bonds were issued for the purpose of advance refunding the Series 2007A Bonds, and the Series 2016B Bonds were issued for the purpose of advance refunding certain maturities of the Series 2008 Bonds. The remaining maturities of the Series 2008 Bonds that were not refunded with the proceeds of the Series 2012 Bonds have since matured and are no longer outstanding.

Plan of Refunding

The Series 2022 Bonds are authorized to be issued to provide funds to finance the refunding and defeasance to maturity or redemption prior to maturity, as applicable, of all of the outstanding Series 2012 Bonds (the "Refunded Bonds"), as more particularly described in the table below.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Nos.</u> <u>30383A*</u>
April 1, 2022	\$4,436,000	N/A	N/A	DB4
April 1, 2023	4,610,000	April 1, 2022	100%	DC2
April 1, 2024	4,715,000	April 1, 2022	100	DD0
April 1, 2025	4,855,000	April 1, 2022	100	DE8
April 1, 2026	5,005,000	April 1, 2022	100	DF5
April 1, 2027	5,150,000	April 1, 2022	100	DG3
April 1, 2028	5,305,000	April 1, 2022	100	DH1
April 1, 2029	5,465,000	April 1, 2022	100	DK7
April 1, 2030	5,645,000	April 1, 2022	100	DK4
April 1, 2031	5,865,000	April 1, 2022	100	DL2
April 1, 2032	6,105,000	April 1, 2022	100	DM0
April 1, 2033	6,315,000	April 1, 2022	100	DN8

Upon delivery and issuance of the Series 2022 Bonds by the Authority, proceeds thereof will be used to provide for the payment and defeasance or redemption of the Refunded Bonds by depositing with U.S. Bank National Association pursuant to an escrow deposit agreement (the "Escrow Agreement"), cash and non-callable, direct obligations of the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal, applicable redemption premiums, and interest on the Refunded Bonds to their respective maturity or redemption dates. The arithmetical computations of the sufficiency of the cash and securities deposited with U.S. Bank National Association to pay the principal of and interest on the Refunded Bonds will be verified by [Robert Thomas CPA, LLC].

THE DISTRICT

The District was created by resolutions of the Boards of Supervisors pursuant to the District Act. The District boundaries encompass approximately 14,800 acres of land, approximately 14 miles in length, located generally along State Route 28 in the Counties. The District is governed by a commission of nine members composed of four of the elected members of the Board of Supervisors of Fairfax County, four of the elected members of the Board of Supervisors of Loudoun County, and the Chairman of the Transportation Board or his or her designee. The Chairman of the District is elected by and from among its members.

The District is empowered, among other things, to undertake the improvement of any primary highway located within the District and to enter into contracts with the Authority to carry out such activity. Upon the request of the Commission, the Boards of Supervisors of the Counties have the power to levy the Special Improvements Tax and to collect the Special Tax Revenues. The District itself has no taxing power.

In furtherance of the purposes of the District Act, the District entered into the District Contract and the Local Contract. See "SPECIAL IMPROVEMENT TAXES" herein.

District Tax Base Data

The Special Improvements Tax is a surcharge allowed under the District Act to be up to \$0.20/\$100 on the assessed fair market value on the general real estate property tax levied on commercial and industrial properties within the District's boundaries. In the Local Contract, the Counties agree that the billing, collection, penalties and tax-sales procedures with respect to the Special Improvements Tax will be the same as those with respect to the general real estate property tax. For Fiscal Year 2022, the Counties levied the Special Improvements Tax at a rate of \$0.17/\$100 of assessed fair market value, unchanged from the Fiscal Year 2021 rate. The following data have been provided by the Counties.

Assessed Value of Taxable Commercial/Industrial Property in the District (billions)

[to be updated]

<u>Calendar Year</u>	<u>Fairfax</u>	<u>Loudoun</u>	<u>Total</u>
1995	\$ 1,176	\$ 0.742	\$ 1,918
1996	1,196	0.783	1,979
1997	1,349	0.852	2,201
1998	1,626	1,005	2,631
1999	2,191	1,507	3,698
2000	2,713	1,791	4,504
2001	3,135	2,358	5,493
2002	3,053	2,839	5,892
2003	2,891	2,860	5,751
2004	3,185	3,018	6,203
2005	3,756	3,164	6,920
2006	4,770	3,936	8,706
2007	5,772	4,537	10,309
2008	6,743	5,154	11,897
2009	6,535	5,575	12,110
2010	4,774	4,985	9,759
2011	5,032	4,776	9,808
2012	5,503	4,956	10,459
2013	5,594	5,014	10,608
2014	5,607	5,239	10,846
2015	5,581	5,522	11,103
2016	5,779	5,726	11,505
2017			
2018			
2019			

2020
2021

Historical Special Tax Revenues of the District (millions)

[to be updated]

<u>Fiscal Year</u>	<u>Fairfax</u>	<u>Loudoun</u>	<u>Total</u>
1995	\$ 3,216	\$ 2,661	\$ 5,877
1996	2,504	1,770	4,274
1997	2,209	1,630	3,839
1998	2,746	1,892	4,638
1999	3,432	2,473	5,905
2000	4,304	3,220	7,524
2001	5,633	4,274	9,907
2002	6,087	5,157	11,244
2003	7,106	5,741	12,847
2004	5,715	5,719	11,434
2005	6,908	5,926	12,834
2006	7,515	7,465	14,980
2007	10,400	8,717	19,117
2008	11,583	10,303	21,886
2009	13,265	10,429	23,694
2010	11,535	9,480	21,015
2011	8,398	9,307	17,705
2012	9,046	9,366	18,412
2013	9,825	9,024	18,849
2014	9,958	9,184	19,412
2015	10,078	9,623	19,701
2016			
2017			
2018			
2019			
2020			
2021			

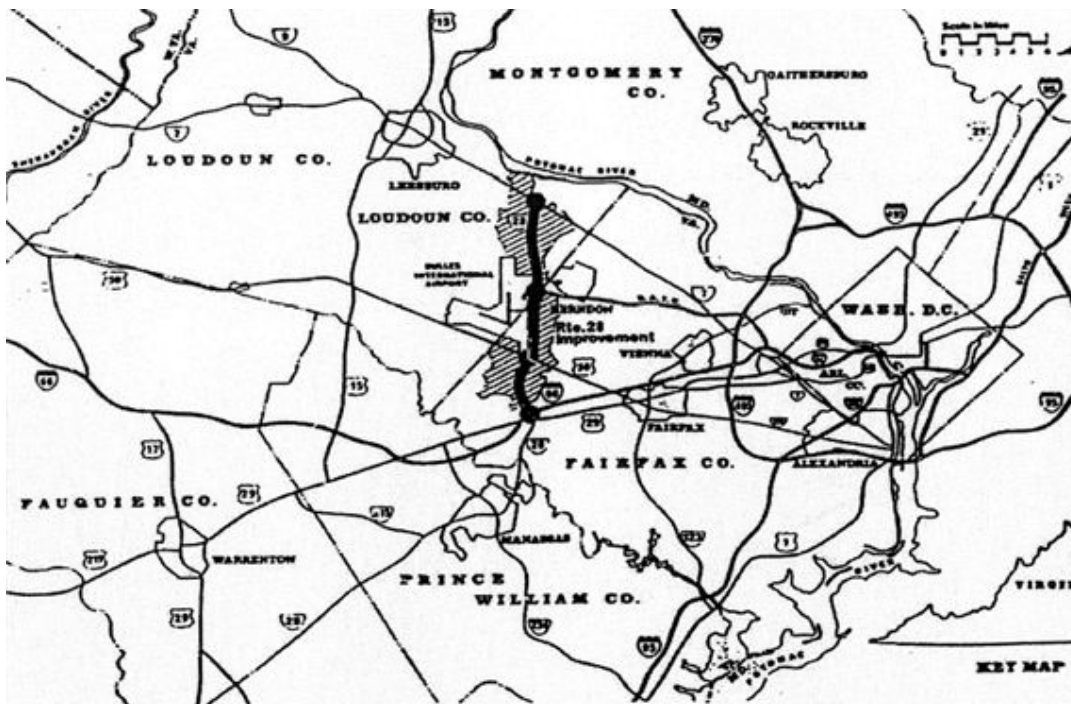

Twenty Largest Owners of Real Property in the District
(as of January 1, 2022)

[to be updated]

<u>Property Owner</u>	<u>Assessed Value</u>
Dulles Town Center Mall LLC	\$254,901,920
Equinix R P Ii LLC	179,820,940
Visa Usa Inc	179,706,210
Fox Properties LLC	123,488,960
Dd North 2 Lc	117,411,710
Dd South 3 Lc	115,467,360
Alshain Ventures LLC	110,293,380
Sully North Investments LLC	110,129,500
The Aerospace Corporation	100,599,840
P L Dulles LLC	94,267,260
Rosemont Dulles View Operating LLC	89,236,650
Brandywine Operating Partnership LLC	86,083,830
Republic Park LLC	84,437,900
EDS Information Services LLC	81,063,170

Attachment 8

Sir Properties Trust	79,102,430
Copt Stonecroft LLC	77,109,060
Wells Core Reit- South Lake At Dulles	77,005,450
Grizzly Ventures LLC	75,920,160
Headquarters 2 LLC	75,378,120
Sully LP	75,257,400

Route 28 Highway Transportation Improvement District LocationDistrict -- 

The District has prepared financial statements and has obtained an independent auditor's report for the Fiscal Year ended June 30, 2021, which are on file with the District.

The Counties

The financial and operating data contained herein and in Appendices A and B are as of the dates and for the periods indicated, portions of 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 all possible or probable impacts of the COVID-19 pandemic on each County's general economic and financial condition. See APPENDIX A-1 – "FAIRFAX COUNTY INFORMATION – GOVERNMENT SERVICES – COVID-19 Matters" and Appendix B-1 – "FINANCIAL INFORMATION – COVID-19."

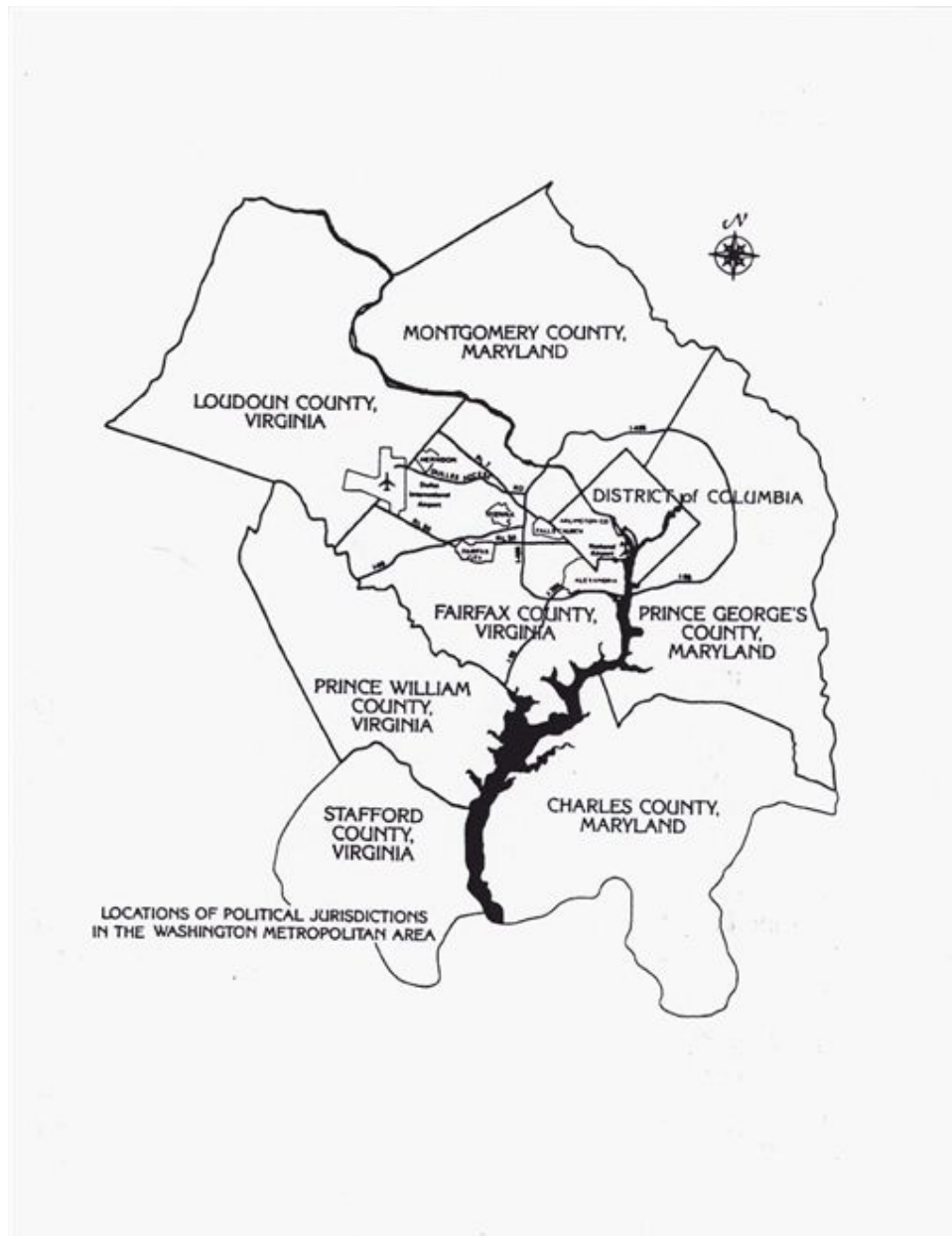
The District is located both in Fairfax County and Loudoun County with approximately 8.0 miles of State Route 28 passing through Fairfax County and approximately 6.2 miles of State Route 28 passing through Loudoun County. Each County is a distinct political entity providing services for the population within its jurisdiction, including public education, public safety, human services, public health, development, planning and public works, public utilities and general government and administration. Both Counties are located in the northeastern corner of Virginia and are part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia, and Northern Virginia. For additional information on the Counties, see Appendices A and B.

[to be updated] *[Fairfax County]* encompasses a net land area of 407 square miles. Fairfax County's estimated 2019 population was 1,166,965. 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, adding an average of 22,168 persons per year in the 1980s. Population growth during the 1990s and 2000s and to date has slowed; on average, the County gained about 9,471 persons per year during 2010-2019. Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$124,831 and median family income was

\$144,687 in 2019. Approximately 40.3% of Fairfax County's households and 47.9% of families had annual incomes of \$150,000 or more.

Loudoun County is located in the northeastern corner of Virginia and encompasses a net land area of 520 square miles. Loudoun County's population in 2020 was approximately 423,046. According to the U.S. Department of Commerce, Bureau of the Census, Loudoun's population increased by 84% between 2000 and 2010, which resulted in Loudoun being recognized as the fifth fastest growing county in the nation. Between 2010 and 2019, Loudoun was the 21st fastest growing county in the nation. In 2019, the median household income in Loudoun County was \$151,800.]

Location of Fairfax and Loudoun Counties



SPECIAL IMPROVEMENT TAXES

The levy, collection, appropriation, payment and application of the Special Improvement Taxes are addressed in the District Contract, the Local Contract and the Fiscal Agent Agreement. The following summarizes certain provisions of these documents. These summaries do not purport to be comprehensive or definitive and are qualified by reference to the District Contract, the Local Contract and the Fiscal Agent Agreement in their entireties, copies of which may be obtained from the Trustee.

The District Contract

In order to pay debt service on the Series 2016 Bonds, the Series 2022 Bonds, the 2002 State Bonds and the 2012 State Bonds (collectively referred to as "Combined Debt Service") in each Fiscal Year, the District is to pay to the Fiscal Agent from Special Tax Revenues it has received from the Counties, the Annual Authority Share and the Annual Board Share. The calculation of the Annual Authority Share and the Annual Board Share is based on the ratio of the amount of debt service coming due in the Fiscal Year on the Series 2016 Bonds, the Series 2022 Bonds, the 2002 State Bonds and the 2012 State Bonds, respectively, to the amount of Combined Debt Service due in that Fiscal Year. The Commission, on behalf of the District, is to make payments as described below through the Boards of Supervisors. Within 30 days of the closing of the Series 2022 Bonds and any Additional Bonds, the Authority is to provide to the Commission a schedule of payments necessary to pay the scheduled debt service on such bonds in a timely manner.

Tax Rate. Pursuant to the District Contract, on March 19, 2021, the Commission requested that the Counties set the Special Improvements Tax rate at the rate of \$0.17/\$100 of assessed value rate. In 2020 the Counties, upon the request of the Commission, lowered the Special Improvements Tax rate from \$0.18/\$100 assessed value to \$0.17/\$100, the current Special Improvements Tax rate. The maximum rate permissible under the District Act is \$0.20/\$100 assessed value. A further reduction in the Special Improvements Tax rate will not occur unless (a) available Special Tax Revenues in each of the two Fiscal Years immediately preceding the Fiscal Year in which the tax rate reduction is proposed have been greater than the product of 1.1 and the Combined Debt Service in each of those Fiscal Years and (b) it is reasonably anticipated by the Commission that available Special Tax Revenues in each subsequent Fiscal Year will be greater than the product of 1.1 and the Combined Debt Service in each such Fiscal Year, at which time the rate may be reduced to a level sufficient, in the judgment of the Commission, to pay the product of 1.1 and the Combined Debt Service due in any subsequent Fiscal Year. Any such Special Improvements Tax rate reduction may be reversed to the extent necessary to meet the requirements of the District Contract.

Application of Special Tax Revenues. Pursuant to the requirements of the District Contract, the parties thereto appointed the Trustee to serve as fiscal agent (in such capacity, the "Fiscal Agent") to which the Transportation Board, the Commission, and the Authority assign and transfer, subject to appropriation, all of the Special Tax Revenues first, to pay proportionately the Combined Debt Service; second, to fund the Revenue Stabilization Subfund, other than on account of a withdrawal therefrom, until the amount deposited thereto equals the maximum annual debt service on all Authority Bonds issued in accordance with provisions of the District Contract, as explained below; third, to reimburse the Counties to the extent that any debt service on any Authority Bonds or obligations with respect to the Reserve Subfund has been paid from funds other than Special Tax Revenues appropriated by the Counties; fourth, to the Revenue Stabilization Subfund to the extent of any deficiency in the amount required therein on account of a withdrawal therefrom; fifth, to reimburse the Transportation Board to the extent that any debt service on the 2002 State Bonds and 2012 State Bonds has been paid from a source other than Special Tax Revenues, such reimbursement to be credited to the source from which the funds were drawn; and sixth, to the District Project Completion Fund established with the Fiscal Agent.

Special Tax Revenues. Any available Excess Revenues on hand immediately after the final debt service payment in any Fiscal Year shall be allocated first to the funding of the Revenue Stabilization Subfund until it contains the maximum annual debt service on the Authority Bonds and then to the District Project Completion Fund.

Revenue Stabilization Subfund. The Revenue Stabilization Subfund, together with actual interest earnings thereon (subject to any limitations imposed by the Code (as defined herein)), is held by the Trustee and is to be applied to pay debt service on any outstanding Authority Bonds in any Fiscal Year in the event that the Annual Authority Share for the Fiscal Year is insufficient to pay such debt service in that Fiscal Year.

District Project Completion Fund. Excess Revenues not needed for the Revenue Stabilization Subfund will be deposited in the District Project Completion Fund. The Fiscal Agent acts as the fiduciary agent of the Commission with respect to the District Project Completion Fund and maintains the moneys credited to the District Project Completion Fund in a separate account. Any funds in the District Project Completion Fund are to be used first, to make up any deficiency in the amount of Special Tax Revenues available to pay the Combined Debt Service in any Fiscal Year; thereafter, for the purposes and in the same order of priority as the third, fourth and fifth purposes for transfers of Special Tax Revenues by the Fiscal Agent, as described in “**Application of Special Tax Revenues**” above.

Any funds in the District Project Completion Fund not needed for the foregoing purposes are to be used first to pay debt service, if any, on outstanding loans received by the Commission from the Transportation Partnership Opportunity Fund administered by VDOT, and then may be used by the Commission in its discretion to pay for any Phase I Transportation Improvements, Phase II Transportation Improvements and Phase III Transportation Improvements described in the Petition, or to purchase, redeem or defease any bonds previously issued to pay for such improvements, or, in connection with the refunding of Authority Bonds, to transfer to the Reserve Subfund established under the trust agreement for the Authority Bonds an amount sufficient to cause the amount deposited in the Reserve Subfund to equal the Reserve Subfund Requirement as defined in such trust agreement, or may be released to the Boards of Supervisors for disbursement under applicable law. When all Authority Bonds have been fully defeased, any amount remaining in the Revenue Stabilization Subfund will be transferred to the District Project Completion Fund. When all Phase I Transportation Improvements, Phase II Transportation Improvements or Phase III Transportation Improvements described in the Petition have been constructed and paid for, and all 2002 State Bonds, 2012 State Bonds and Authority Bonds are fully defeased, the Commission is to release any remaining amount of the District Project Completion Fund to the Boards of Supervisors for disbursement under applicable law.

Special Provisions. Notwithstanding anything in the District Contract to the contrary:

(a) Special Tax Revenues are to be used to provide no more than 75% of the final aggregate Costs of all of the Phase I Transportation Improvements, Phase II Transportation Improvements and Phase III Transportation Improvements of the District Project, calculated as set forth in the District Contract;

(b) the maximum limit on the Special Improvements Tax during the term of the District Contract is fixed at \$0.20 per \$100 of assessed fair market value of any real estate, including the assessable value of taxable leasehold interests, of all real property within the District which is zoned for commercial or industrial use or used for such purpose, which is subject to the Special Improvements Tax;

(c) any financial obligation of the Counties to any entity arising under or related to the District Contract, other than with respect to any credit enhancements the Counties determine to provide for Authority Bonds, is limited to the monthly payment to the Fiscal Agent for the account of the Commission of all assessed Special Tax Revenues actually collected by the Counties after reasonable efforts consistent with those undertaken by the Counties to assess, levy and collect real estate tax levies generally; and

(d) the portion of the cost of the Transportation Improvements included in the District Project that has been or is to be paid other than with Special Tax Revenues in accordance with the District Contract or sales tax funds is subject to annual appropriations made by the General Assembly of Virginia and allocations by the Transportation Board.

District Obligation. In order to pay the portion of the Cost of Transportation Improvements included in the District Project that has been or is to be paid with Special Tax Revenues in accordance with the District Contract (the “District Obligation”), the Commission is to request the Boards of Supervisors by April 1 of each year to levy the Special Improvements Tax and collect Special Tax Revenues for the next Fiscal Year at a rate sufficient to generate Special Tax Revenues to meet the requirements of the District Contract. The Commission is to request the Counties to pay over to the Fiscal Agent all collected Special Tax Revenues by the first day of each month. The Fiscal Agent is to deposit or cause to be deposited in a special account or accounts all Special Tax Revenues received, and any interest earnings thereon will be credited towards the payment of the District Obligation.

The Local Contract

The Commission and the Boards of Supervisors of the Counties entered into the Local Contract to complete payment for the Phase I Transportation Improvements, Phase II Transportation Improvements and Phase III Transportation Improvements, including the District Project, and to comply with the provisions of the Concurrent Resolutions and the District Contract.

Counties to Levy and Remit Taxes. Under the Local Contract, the Commission is to request the Boards of Supervisors to levy the Special Improvements Tax and collect the Special Tax Revenues each Fiscal Year in the amount computed in accordance with the requirements of the District Contract. The Boards of Supervisors agree to notify the Commission by March 15 of each year of each County's estimate of the assessed fair market value of taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interest zoned for commercial or industrial use or used for such purposes located in the Counties within the District. By April 1 of each Fiscal Year, the Commission is to notify the Counties of the amount of the District Obligation under the District Contract and the rate of the Special Improvements Tax the District desires to be levied during the following Fiscal Year by each County pursuant to the District Contract. Each County's chief executive officer is to include in its annual budget submission for consideration by the respective Board of Supervisors for the applicable Fiscal Year all amounts to be paid by such County under the District Contract for such Fiscal Year.

The Boards of Supervisors are to pay all Special Tax Revenues to the Fiscal Agent for the account of the Commission promptly upon collection, but in no event later than 45 days after receipt. Under the Local Contract, each Board of Supervisors recognizes that the District Project is important to the growth and development of its County and that the levy of the Special Improvements Tax and the payment of Special Tax Revenues to or at the direction of the Commission is in furtherance of the District Project.

In the Local Contract, each Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to levy the Special Improvements Tax and to collect and pay over Special Tax Revenues in future Fiscal Years, (a) states its current intent to make such levy and collect such Special Tax Revenues in future Fiscal Years at the same time, and in the same manner and with equal priority as County real estate taxes are levied and collected and (b) recommends that future Boards of Supervisors assess and levy the requested Special Improvements Tax and collect and disburse all Special Tax Revenues to the Fiscal Agent for the term of the Local Contract.

Counties to Make Up Deficiencies in Reserve Subfund. In the Local Contract, each County covenants, upon receipt of written notice from the Trustee that the amount on deposit in funds and accounts that serve as a debt service reserve for Authority Bonds is less than the maximum annual debt service on Authority Bonds, to budget and appropriate from its general fund an amount equal to one-half of such deficiency. Within the Fiscal Agent Agreement the Counties further covenant, pursuant to their commitments in the Local Contract described above, that if the amount on deposit in the Reserve Subfund is less than the Reserve Subfund Requirement, each County will budget and appropriate an amount equal to one-half the deficiency in the Reserve Subfund (the "Reserve Subfund Subject to Appropriation Payments"). See also "SPECIAL IMPROVEMENT TAXES – Fiscal Agent Agreement" and "SECURITY FOR THE SERIES 2022 BONDS." However, the Counties' obligations to pay the Reserve Subfund Subject to Appropriation Payments is subject to and dependent upon appropriations being made from time to time by the Boards of Supervisors for such purpose.

The obligations of the Counties under the Local Contract and the Fiscal Agent Agreement to make Reserve Subfund Subject to Appropriation Payments do not constitute debts of the Counties within the meaning of any constitutional or statutory limitation or liabilities of or liens or charges upon funds or property of the Counties beyond any Fiscal Year for which the Counties have appropriated moneys to make such payments.

Zoning Changes. If Fairfax County or Loudoun County changes the zoning classification for any property within the District from commercial or industrial use to residential use upon the written request or approval of the owner of such property, then, if and to the full extent permitted by applicable law, the County making the zoning change is to require the payment to the County by the property owner of a lump sum payment which is a sum representing the present value of the future Special Improvements Taxes to be lost as a result of such zoning change

estimated in accordance with the formula set forth in the District Contract. The change in zoning classification will not become effective until the payment has been made. Special Improvements Taxes for the then current year previously paid with respect to the property for which such a change in zoning classification is being made may be credited toward the amount of the payment on a prorated basis. Any amounts so paid to Fairfax County or Loudoun County are Special Tax Revenues and are to be paid by the County receiving the payment directly to the Fiscal Agent by the first day of each month, but in no event later than 45 days after receipt, and will be credited by the Transportation Board toward the District Obligation. At the time of each such payment, the County making the payment is to identify the amount being paid pursuant to this requirement.

Expiration. The Local Contract will expire upon payment in full of the District Obligation.

Fiscal Agent Agreement

The Counties and the Trustee, as Fiscal Agent, have entered into an Amended and Restated Fiscal Agent Agreement dated as of May 1, 2012, as amended and restated by a Second Amended and Restated Fiscal Agent Agreement dated as of _____, 2022 (the "Fiscal Agent Agreement"). The Fiscal Agent Agreement sets forth the procedures pursuant to which the Counties deposit the Special Tax Revenues with the Fiscal Agent and the Fiscal Agent transfers such Special Tax Revenues.

Special Tax Revenues. Pursuant to the Fiscal Agent Agreement, the Counties agree to pay over all Special Tax Revenues by the first day of each month. The Fiscal Agent is to deposit all Special Tax Revenues in the Revenue Fund established by the Fiscal Agent Agreement (the "Revenue Fund"). Based on the debt service schedule, the Fiscal Agent will calculate the Annual Authority Share, the Authority Proportion, the Annual Board Share, the Board Proportion and the Combined Debt Service on each March 15.

The Fiscal Agent will transfer from the Revenue Fund to the Trustee for the 2002 State Bonds and the 2012 State Bonds (the "Board Trustee") and the Authority Trustee on the second Business Day prior to the next April 1 and October 1 an amount equal to the principal and interest or interest scheduled to become due on the 2002 State Bonds, the 2012 State Bonds, the Series 2016 Bonds and the Series 2022 Bonds, respectively, on such April 1 or October 1, as the case may be; provided, however, that if the amount in the Revenue Fund is less than the total amount of the principal and interest or interest coming due on such April 1 or October 1, then the Fiscal Agent will pay to the Board Trustee an amount equal to the Board Proportion of the amount in the Revenue Fund and to the Authority Trustee an amount equal to the Authority Proportion of the amount on deposit in the Revenue Fund.

Under the indenture for the 2002 State Bonds and the 2012 State Bonds, the Board Trustee is required to provide notice to the Fiscal Agent on any January 20 or July 20 if the Board Trustee holds moneys that are available to pay principal and interest on the 2002 State Bonds and the 2012 State Bonds on the next April 1 or interest on the 2002 State Bonds and 2012 State Bonds on the next October 1. The Fiscal Agent is to take into account such amounts when determining the amount of moneys required, to be transferred to the Board Trustee to meet the debt service on the 2002 State Bonds and the 2012 State Bonds and the Fiscal Agent may deduct such amounts from any potential shortfall amount or actual shortfall amount.

Insufficient Special Tax Revenues. If there has been a shortfall in the amounts paid as the Annual Authority Share and the Annual Board Share from the Combined Debt Service, the Fiscal Agent is to transfer from the District Project Completion Fund on the second Business Day preceding each April 1 (a) to the Authority Trustee for deposit in the Authority Debt Service Subfund an amount equal to the shortfall in the Annual Authority Share from the debt service on the Authority Bonds and (b) to the Board Trustee for deposit in the appropriate debt service fund an amount equal to the shortfall in the Annual Board Share from the scheduled debt service on the 2002 State Bonds and 2012 State Bonds. If the moneys to be so transferred from the District Project Completion Fund are less than the total aggregate shortfall, the Authority Proportion and the Board Proportion are to be used to calculate the amounts of the moneys to be transferred to the Authority Trustee or to the Board Trustee.

Excess Special Tax Revenues. In accordance with the District Contract and the Trust Agreement, on or after April 2 of each year, after the last of the payments of the Annual Authority Share and the Annual Board Share for the Fiscal Year have been made, any moneys remaining in the Revenue Fund are to be transferred by the Fiscal Agent to the Trustee for deposit into the Revenue Stabilization Subfund until the balance in the Revenue Stabilization

Subfund equals the Revenue Stabilization Subfund Requirement and any Excess Revenues in the Revenue Fund remaining after the required transfers described above are to be set aside with the Fiscal Agent and credited to the District Project Completion Fund.

Counties to Identify Deficiencies. Each Board of Supervisors has agreed that it will cause its County's chief executive officer, in preparing the County's annual operating budget for each Fiscal Year that any Authority Bonds remain outstanding, to identify or estimate and include as separate line items therein one-half of the amount of (a) any existing deficiency in the amount to the credit of the Reserve Subfund and (b) any other deficiency in the amount to the credit of the Reserve Subfund that such officer estimates will likely occur during the period beginning on or about April 1 of the current Fiscal Year and ending on the last day of the Fiscal Year for which the budget is proposed.

Each Board of Supervisors covenants to cause its chief executive officer, having made the estimates and prepared the proposed operating budget as described above, (a) to notify the Fiscal Agent and the Trustee on or before June 1 of the current Fiscal Year if such officer shall have estimated any deficiency described above, (b) in such case, to furnish to the Fiscal Agent and the Trustee a copy of the relevant section of the proposed budget containing the proposed appropriations, and (c) in such case, to confirm to the Fiscal Agent and to the Trustee on or before the last day of the current Fiscal Year the adoption by the Board of Supervisors of an operating budget for the County that includes the appropriations contained in the chief executive's proposed budget.

Each Board of Supervisors further covenants, after a review of the Special Tax Revenues last collected, to cause its chief executive officer to identify or make estimates of any deficiency described above and if any such deficiency is expected to occur, after taking into account the amounts in the adopted operating budget (the "Incremental Deficiency"), to notify the Fiscal Agent and the Trustee on or about August 15 or January 20 (i) that an estimated Incremental Deficiency exists, (ii) that the chief executive officer has proposed a budget amendment to the extent of the Incremental Deficiency, and (iii) of any action taken by the Board of Supervisors with respect to the proposed budget amendment.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of Series 2022 Bond proceeds, together with other available moneys, are as follows:

SOURCES

Principal of Series 2022 Bonds	\$
District Project Completion Fund Release	
Revenue Stabilization Subfund Release	
Total	\$

USES

Deposit to Escrow for Refunded Bonds	\$
Deposit to Reserve Subfund	
Costs of Issuance*	
Total	\$

*Includes legal fees, underwriter's discount and other costs of issuance.

THE AUTHORITY

The Authority was created in 1964 pursuant to the Enabling Act to foster and stimulate the development of industry within Fairfax County and is a political subdivision of the Commonwealth. It is governed by seven commissioners appointed by the Board of Supervisors of Fairfax County. The Authority is empowered by the Enabling Act to, among other things, acquire, construct, own, lease and dispose of various types of facilities, including facilities for use by a county, a municipality, the Commonwealth and its agencies, or other governmental organization, and to finance the same by the issuance of its revenue bonds for such purposes. The Authority has no taxing power. The power of the Authority to issue its revenue bonds for the purposes set forth in the Enabling Act was upheld by the Supreme Court of Virginia in *Fairfax County Industrial Development Authority v. Coyner*, 207 Va. 351, 120 S.E. 2d 817 (1966).

The Commissioners of the Authority and the expiration dates of their respective terms in office are set forth below:

<u>Commissioner</u>	<u>Term Expires</u>
Catherine Lange, Chair	
James Quigley, Vice Chair	
Ronald C. Johnson, Secretary	
Steven Partridge, Treasurer	
Linnie Haynesworth	
Roderick Mitchell	
Pallabi Saboo	
Joseph Vidulich	
Rick Wagner	

The Authority acts as a conduit issuer of bonds. No such bonds, other than the Series 2016 Bonds, are secured by the Special Tax Revenues or other assets pledged to secure the Series 2022 Bonds under the Trust Agreement, nor are the Series 2022 Bonds secured by any assets pledged to the payment of such other bonds.

SECURITY FOR THE SERIES 2022 BONDS

General

The Series 2022 Bonds, the premium, if any, and the interest thereon are limited obligations of the Authority payable solely from the revenues and receipts received by the Authority from the Counties under the District Contract and the Local Contract, on a parity with the Authority Bonds (also referred to herein as the “Bonds”). The Series 2022 Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth or any political subdivision thereof, including the Authority and the Counties. Neither the Commonwealth nor any political subdivision thereof, including the Authority and the Counties, shall be obligated to pay the principal of or premium, if any, or interest on the Series 2022 Bonds or other costs incident thereto except from the revenues and receipts pledged and assigned therefor, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof, including the Authority and the Counties, is pledged to the payment of the principal of or premium, if any, or interest on the Series 2022 Bonds or other costs incident thereto. The Authority has no taxing power.

See “**SPECIAL IMPROVEMENT TAXES**” herein for a description of the levy, collection, appropriation, payment and application of the Special Improvement Taxes as addressed in the District Contract, the Local Contract and the Fiscal Agent Agreement.

Reserve Subfund

Reserve Subfund Requirement. The Amended and Restated Trust Agreement establishes with the Trustee the Reserve Subfund and requires that, upon the issuance of the Series 2022 Bonds, the amount to the credit thereof

equal the Reserve Subfund Requirement for all Bonds outstanding. The Amended and Restated Trust Agreement permits the establishment of a separate account within the Reserve Subfund solely for the benefit and security of a particular series of Bonds.

Concurrently with the issuance of the Series 2022 Bonds, an amount equal to the Reserve Subfund Requirement will be transferred from the District Project Completion Fund pursuant to the Trust Agreement and deposited to the credit of the Series 2022 Reserve Account established in the Reserve Subfund. See “ESTIMATED SOURCES AND USES OF FUNDS” herein. The Series 2022 Reserve Account shall be solely for the benefit of owners of the Series 2022 Bonds.

The Amended and Restated Trust Agreement provides that in lieu of the required deposits or transfers to the Reserve Subfund, or from time to time after any such deposits and transfers have been made, the Authority may cause to be deposited into the Reserve Subfund for the benefit of the holders of the Bonds a Reserve Subfund Insurance Policy (which may include an insurance policy, surety bond, irrevocable letter of credit or guaranty) in an amount equal to (1) the difference between the Reserve Subfund Requirement and the sums, if any, then on deposit in the Reserve Subfund or being deposited in the Reserve Subfund concurrently with such Reserve Subfund Insurance Policy, or (2) any amount up to the Reserve Subfund Requirement, to be released at the direction of the Authority Representative.

The Series 2016A Bonds outstanding under the Trust Agreement are secured by a Reserve Subfund Insurance Policy in the form of a reserve fund surety bond issued by MBIA Insurance Corp. (“MBIA Corp”) and held in a separate account in the Reserve Subfund (the “Reserve Subfund Surety Bond”). **The Reserve Subfund Surety Bond is solely for the benefit of the owners of the Series 2016A Bonds, and does not provide security for the Series 2022 Bonds.** No proceeds of the Series 2022 Bonds will be deposited in the Reserve Subfund.

The Reserve Subfund Surety Bond will be payable (upon the giving of notice as required thereunder) on any due date on which money will be required to be withdrawn from the Reserve Subfund for deposit into the Debt Service Subfund and applied to the payment of principal or interest on the Series 2016A Bonds. If a disbursement is made pursuant to the Reserve Subfund Surety Bond provided pursuant to the Amended and Restated Trust Agreement, the Authority is obligated under the Amended and Restated Trust Agreement either (i) to reinstate the maximum limits of such Reserve Subfund Surety Bond or (ii) to deposit into the Reserve Subfund funds in the amount of the disbursement made under such Reserve Subfund Surety Bond, or a combination of such alternatives, as will provide that the amount in the Reserve Subfund equals the Reserve Subfund Requirement, all as provided in the Amended and Restated Trust Agreement.

The Series 2022 Bonds will be secured by a deposit of \$_____ transferred from the District Project Completion Fund to the Series 2022 Reserve Account established in the Reserve Subfund.

For additional information concerning the Reserve Subfund, see Appendix E hereto.

Revenue Stabilization Subfund

As contemplated in the Fiscal Agent Agreement and in the District Contract, on or after April 2 of each year (after provision for the principal and interest payment due on the Bonds on April 1 and the makeup of any deficiency in the Reserve Subfund), the Trust Agreement provides that the Trustee will transfer to the Revenue Stabilization Subfund any remaining Special Tax Revenues transferred to the Trustee by the Fiscal Agent from the Revenue Fund under the Fiscal Agent Agreement until the balance in the Revenue Stabilization Subfund equals the Revenue Stabilization Subfund Requirement.

In the event that on the last Business Day of any March or September (a “Deposit Day”) after the Trustee has deposited to the credit of the Debt Service Subfund the amounts transferred by the Fiscal Agent to the Trustee from the Revenue Subfund and, if necessary, the District Project Completion Fund, there remains a deficiency in the amount credited to the Debt Service Subfund and available to pay debt service due on the outstanding Bonds on the next April 1 or October 1, prior to making any withdrawal from the Reserve Subfund, the Trustee is to withdraw from the

Revenue Stabilization Subfund the amount required, and if insufficient for the purpose the entire balance of the Revenue Stabilization Subfund, and transfer the amount so withdrawn to the Debt Service Subfund.

Except as provided in a Supplemental Trust Agreement and consistent with the provisions with respect to Excess Earnings in the Trust Agreement, if the amount of moneys held for the credit of the Revenue Stabilization Subfund exceeds the Revenue Stabilization Subfund Requirement as then calculated, the Trustee is to transfer from the Revenue Stabilization Subfund the amount of such excess that does not consist of Excess Earnings to the Debt Service Subfund.

Upon issuance of the Series 2004 Bonds, the Revenue Stabilization Subfund Requirement converted from \$8.5 million to the maximum annual debt service on all outstanding Authority Bonds. Following the issuance of the Series 2022 Bonds, the Revenue Stabilization Subfund Requirement will be approximately \$____* million which will be fully funded on the date of issuance of the Series 2022 Bonds.

Under the Trust Agreement, in the event that amounts in the Revenue Stabilization Subfund are less than the Revenue Stabilization Subfund Requirement, the Trustee is to deposit on April 2 of each year any Special Tax Revenues remaining after the provision for debt service on the outstanding Bonds due on April 1 of such year and the makeup of any deficiency in the Reserve Subfund to the credit of the Revenue Stabilization Fund until the amount to the credit thereof equals the Revenue Stabilization Fund Requirement.

Future Financings

Additional Bonds. Pursuant to the Amended and Restated Trust Agreement and the District Contract, the Authority may issue Additional Bonds to provide approximately \$176,000,000 in construction funds to finance the District Project. Following the issuance of the Series 2008 Bonds, the Authority reached the \$176,000,000 cap and may no longer issue Additional Bonds to finance costs of the District Project.

Refunding Bonds. The Authority may, upon the request of the Counties, issue one or more series of refunding bonds, including the Series 2022 Bonds (collectively, “Refunding Bonds”), under the Trust Agreement to refund Authority Bonds and Parity Indebtedness contingent upon satisfaction of the conditions, among others, (1) of a certificate stating that there will be no Event of Default upon the issuance of the Refunding Bonds and that all approvals and conditions precedent to such issuance have been obtained or met, (2) written confirmation from each Rating Agency that rated the outstanding Bonds that the issuance of such Refunding Bonds will not cause its rating on any Bonds outstanding to be lowered or withdrawn and (3) an amendment to the Local Contract and the District Contract, if necessary, that shall make the several obligations of the Counties to make up deficiencies in the Reserve Subfund applicable to such Refunding Bonds. Any such Refunding Bonds will be issued pursuant to supplemental agreements to the Trust Agreement and will be equally and ratably secured with the Bonds outstanding. Such Refunding Bonds will be issued pursuant to supplemental agreements to the Trust Agreement and will be equally and ratably secured with the Bonds outstanding.

Parity Indebtedness. The Authority may, upon the request of the Counties, incur one or more series of Parity Indebtedness under the Trust Agreement, in addition to Bonds, to refund Bonds or Parity Indebtedness. The incurrence of any such Parity Indebtedness is contingent only upon satisfaction of the conditions described in clauses (1), (2) and (3) of the preceding paragraph. Such Parity Indebtedness will be incurred pursuant to supplemental agreements to the Trust Agreement and will be equally and ratably secured with the Bonds outstanding as to their lien on the Debt Service Subfund and the Revenue Stabilization Subfund but will have no lien on the Reserve Subfund. If the Local Contract and the Fiscal Agent Agreement are appropriately amended and a separate debt service reserve is established for its benefit, Parity Indebtedness may have the benefit of the provisions of the Local Contract and the Fiscal Agent Agreement respecting the Counties’ obligations to restore deficiencies in debt service reserves such as the Reserve Subfund.

* Preliminary, subject to change.

THE SERIES 2022 BONDS

Description of Series 2022 Bonds

The Series 2022 Bonds will be issued as fully registered bonds in book-entry form, dated their date of delivery, and will be issued in denominations of \$5,000 and integral multiples thereof. The Series 2022 Bonds will bear interest from their date of delivery payable on each April 1 and October 1, beginning [April 1], 2022, at the rates and will mature on the dates set forth on the inside cover of this Official Statement. If any payment of the principal of or interest on, or redemption price of, the Series 2022 Bonds is due on a date that is not a Business Day, such payment will be made on the next succeeding Business Day, and no interest will accrue on the amount of such payment during the intervening period.

The Series 2022 Bonds are being issued pursuant to a resolution adopted by the Authority on [December 13], 2022 and pursuant to the Trust Agreement. The Trustee is also the paying agent for the Series 2022 Bonds.

Redemption of Series 2022 Bonds

Optional Redemption

The Series 2022 Bonds maturing on or after April 1, 20__* are subject to redemption at the option of the Authority, as directed by the Counties and the District, in whole or in part, at any time on or after April 1, 20__* at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Selection of Series 2022 Bonds for Redemption

The Series 2022 Bonds are to be redeemed only in the minimum denomination authorized by the Supplemental Trust Agreement or in whole multiples of such minimum denomination. In selecting Series 2022 Bonds for redemption, the Trustee is to treat each Series 2022 Bond as representing the number of Series 2022 Bonds that is obtained by dividing the principal amount of such Series 2022 Bond by the minimum denomination authorized by the Trust Agreement. If less than all of the Series 2022 Bonds of a particular maturity of a Series are called for redemption, the particular Series 2022 Bonds or portions of Series 2022 Bonds to be redeemed will be selected by the Trustee by such method as the Trustee in its sole discretion shall determine.

Notice of Redemption

At least 30 but not more than 60 days before the redemption date of any Series 2022 Bonds, whether such redemption be in whole or in part, the Trustee is to cause a notice of any such redemption to be mailed by certified mail, return-receipt requested, to all Owners owning Series 2022 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail any such notice will not affect the validity of the proceedings for the redemption of any other Series 2022 Bonds. Each such notice will set forth the Series 2022 Bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, the Series, and if less than all the Series 2022 Bonds are called for redemption, the maturities of the Series 2022 Bonds to be redeemed and, if less than all of the Series 2022 Bonds of any one maturity then outstanding are called for redemption, the distinctive numbers and letters, if any, of such Series 2022 Bonds to be redeemed and, in the case of Series 2022 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2022 Bond is to be redeemed in part only, the notice of redemption will also state that on or after the redemption date, upon surrender of such Series 2022 Bond, a new Series 2022 Bond in principal amount equal to the unredeemed portion of such Series 2022 Bond and of the same maturity will be issued.

* Preliminary, subject to change.

Any notice of optional redemption of the Series 2022 Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price, consisting of par plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption will be deemed to be revoked.

Such redemption notices are also to be filed with the Municipal Securities Rulemaking Board (the “MSRB”) as the sole nationally recognized municipal securities repository through the MSRB’s Electronic Municipal Market Access (“EMMA”) system.

Book-Entry Only System

The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2022 Bonds, payments of principal, premium, if any, and interest on the Series 2022 Bonds to DTC, its nominee, Indirect or Direct Participants or Beneficial Owners (as defined herein), confirmation and transfer of beneficial ownership interest in the Series 2022 Bonds and other bond-related transactions by and between DTC, Indirect or Direct Participants and Beneficial Owners is based solely on information furnished by DTC and is not, and should not be construed as, a representation by the Authority, the Counties, the Trustee or Bond Counsel as to its accuracy, completeness or otherwise.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of the Series 2022 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 interests in the Series 2022 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 certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a single maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Bond Registrar, on payable dates 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, the Bond Registrar, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2022 Bonds 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.

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.

Neither the Authority nor the Trustee has any responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (A) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (B) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Series 2022 Bonds; (C) the delivery or timeliness of delivery by any Direct or Indirect Participant to any Beneficial Owner of any notice to be given to Series 2022 Bondholders; or (D) any other action taken by DTC, or its nominee, Cede & Co., as registered owner, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Series 2022 Bonds, as nominee of DTC, references in this Official Statement to the owners of the Series 2022 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only owner of Series 2022 Bonds for all purposes.

Discontinuance of the Book-Entry Only System

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, definitive Series 2022 Bonds will be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates will be printed and delivered.

Summary of Trust Agreement

For a more complete summary of the provisions of the Trust Agreement, including the funds and accounts established thereby, the investment of such funds, covenants and representations of the Authority, the priority of payments into and from such funds, events of defaults and remedies, the duties of the Trustee, amendments to the Trust Agreement and related agreements, and the satisfaction and discharge of the Trust Agreement, see **Appendix E** - “**SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT.**”

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ANNUAL DEBT SERVICE PAYABLE FROM SPECIAL TAX REVENUES

The following tables show, for each Fiscal Year (ending June 30), the principal and interest on the Authority's Series 2022 Bonds and the debt service requirements for the 2002 State Bonds, the 2012 State Bonds, the Series 2016 Bonds and the Series 2022 Bonds, respectively. On all such bonds, interest only is payable on October 1 of the calendar year preceding the Fiscal Year shown and principal and interest are payable on April 1 of the same calendar year as the indicated Fiscal Year.

Annual Debt Service on the Series 2022 Bonds

<u>Fiscal Year</u>		<u>Principal</u>		<u>Interest</u>		<u>Debt Service</u>
2022	\$		\$		\$	
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
Total*:	\$		\$		\$	

* Totals may not add due to rounding.

Total Annual Debt Service Payable from Special Tax Revenues**

Fiscal Year	Debt Service on the 2002 State Bonds and the 2012 State Bonds	Debt Service on the Series 2016 Bonds	Debt Service on the Refunded Bonds[†]	Debt Service on the Series 2022 Bonds	Total Combined Debt Service on Authority Bonds	Total Debt Service
2022	\$	\$	\$	\$	\$	\$
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
Total*	\$	\$	\$	\$	\$	\$

* Totals may not add due to rounding.

[†] The Refunded Bonds are expected to be defeased upon the issuance of the Series 2022 Bonds. See “THE DISTRICT PROJECT – Plan of Refunding” herein.

LITIGATION

There is no litigation of any nature against the Authority now pending or, to the knowledge of the Authority, threatened against the Authority which would (a) restrain or enjoin the issuance, sale, execution or delivery of the Series 2022 Bonds, or the application of proceeds of the Series 2022 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (b) in any way contest or affect the validity of the Series 2022 Bonds or the validity of the Trust Agreement, the Fiscal Agent Agreement, the Local Contract or the District Contract, or (c) in any way contest the creation, existence, powers or authority of the Authority.

There is no litigation pending against the Counties or, to the best of the knowledge of the Counties, threatened against the Counties which would (a) materially adversely affect the Counties' financial positions, (b) restrain or enjoin the issuance, sale or delivery of the Series 2022 Bonds, or the application of proceeds of the Series 2022 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (c) in any way contest or affect any authority for the issuance or validity of the Series 2022 Bonds or the validity of the Trust Agreement, the Fiscal Agent Agreement, the Local Contract or the District Contract, or (d) in any way contest the creation, existence, powers or authority of the Counties.

CERTAIN LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Series 2022 Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, whose approving opinion in substantially the form attached hereto as Appendix F will be delivered with such Series 2022 Bonds. Certain legal matters will be passed upon for Fairfax County and the Commission by Elizabeth D. Teare, Esquire, Fairfax County Attorney; for Loudoun County and the Commission by Leo P. Rogers, Esquire, Loudoun County Attorney; and for the Authority by McGuireWoods LLP, McLean, Virginia. Nixon Peabody LLP, Washington, D.C., is serving as Disclosure Counsel.

TAX MATTERS

Opinion of Bond Counsel

The Authority and, the County have covenanted to comply with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion from gross income of the interest on the Series 2022 Bonds for purposes of federal income taxation. In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law and assuming continuing compliance by the Authority, the Transportation Board, VDOT, and the Counties with such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Series 2022 Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2022 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the Authority, the Transportation Board, VDOT, or the Counties to comply with such covenants and requirements may cause interest on the Series 2022 Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2022 Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2022 Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or in reliance upon the advice or opinion of counsel other than Bond Counsel.

Interest on the Series 2022 Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no opinion will be rendered by Bond Counsel, as a result of ownership of the Series 2022 Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Series 2022 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Series 2022 Bonds with

original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2022 Bonds. In general, the issue price of a maturity of the Series 2022 Bonds is the first price at which a substantial amount of Series 2022 Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may not be the same as the price shown on the inside cover 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 Series 2022 Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bonds and with respect to state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

The excess, if any, of the tax basis of Series 2022 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2022 Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Series 2022 Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such Series 2022 Bonds are required to decrease their adjusted basis in such Series 2022 Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2022 Bonds are held. The amortizable bond premium on such Series 2022 Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Series 2022 Bonds is treated as an offset to qualified stated interest received on such Series 2022 Bonds. Owners of such Series 2022 Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2022 Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2022 Bonds.

Backup Withholding

Interest paid on the Series 2022 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2022 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2022 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under the Enabling Act, the income on the Series 2022 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof.

The Code contains other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2022 Bonds or the inclusion in certain computations of interest on the Series 2022 Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2022 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2022 Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2022 Bonds. Prospective purchasers of the Series 2022 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.

SALE AT COMPETITIVE BIDDING

The Series 2022 Bonds will be offered for sale at competitive bidding on _____, 2022 pursuant to the provisions of a Notice of Sale in the form attached hereto as Appendix G. After the Series 2022 Bonds have been awarded, the Authority will issue an Official Statement in final form to be dated the date of such award. The Authority will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a "Final Official Statement" within the meaning of Rule 15c2-12 (as defined herein). The Official Statement in final form will include, among other matters, the identity of the winning bidder (the "Underwriter"), the expected selling compensation to the Underwriter and other information on the interest rates and offering prices or yields of the Series 2022 Bonds, all as supplied by the Underwriter.

CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2022 Bonds, and the Authority will not provide any such information. The Counties have undertaken all responsibilities for continuing disclosure for the benefit of the Owners, and the Authority shall have no liability to the Owners or any other person with respect to such disclosures.

The Counties will enter into a Continuing Disclosure Agreement, dated the closing date (the "Continuing Disclosure Agreement"), for the Owners, to provide or cause to be provided, in accordance with the requirements of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), (a) on an annual basis, certain financial and operating information and (b) timely notice of the occurrence of certain material events with respect to the Series 2022 Bonds. The nature of the information to be provided is set forth in Appendix C – Form of Continuing Disclosure Agreement.

On January 23, 2019, S&P upgraded its rating from “AA” to “AA+” on several series of the Fairfax County Economic Development Authority’s Silver Line Phase I Bonds payable from certain revenues of the County, subject to appropriation by the County’s Board of Supervisors. Although the rating upgrade was reflected in the EMMA database for such bonds, Fairfax County did not timely file an event notice with EMMA with respect to this rating upgrade. Fairfax County has updated its procedures to ensure the timely filing of event notices in the future.

Except as described under this caption, in the five years preceding the date of this Official Statement, Fairfax County has materially complied with its undertakings under Rule 15c2-12.

In the five years preceding the date of this Official Statement, Loudoun County has materially complied with its undertakings under Rule 15c2-12.

Any failure by the Counties to perform their respective obligations under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Trust Agreement or the Series 2022 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The obligation of the Underwriter to purchase the Series 2022 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Series 2022 Bonds, of executed copies of the Continuing Disclosure Agreement. For the form of the Continuing Disclosure Agreement, see Appendix C.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”), and S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC (“S&P”), have assigned ratings of “___” and “___”, respectively, to the Series 2022 Bonds. An explanation of the significance of each rating may be obtained from the appropriate rating agency.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The Counties have furnished information to the Rating Agencies, including information not contained in this Official Statement. The ratings are not a recommendation to buy, sell or hold the Series 2022 Bonds. There is no assurance that a rating on the Series 2022 Bonds will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such rating could have an adverse effect on the market price of the Series 2022 Bonds. Such ratings should not be taken as a recommendation to buy or hold the Series 2022 Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

[Robert Thomas CPA, LLC], a firm of independent certified public accountants, will deliver to the Authority on or before the settlement date of the Series 2022 Bonds, its report indicating that it has examined, in accordance with standards established by the American Institute of Certified Public Accountants], the information provided by the Authority and its representatives. Included in the scope of its examination will be a verification of the mathematical accuracy of (i) the mathematical computations of the adequacy of the cash and the maturing principal of and interest on, the investment securities deposited pursuant to the Escrow Agreement to pay, when due, the maturing principal of, interest on and related call premium requirements of the Refunded Bonds, and (ii) the mathematical computations supporting the conclusion of Bond Counsel that the interest on the Series 2022 Bonds is excluded from gross income under the Code.

MISCELLANEOUS

Financial Advisors

PFM Financial Advisors LLC, Arlington, Virginia (the “Fairfax County Financial Advisor”), is financial advisor to Fairfax County, and Davenport & Company LLC, Richmond, Virginia (the “Loudoun County Financial Advisor” and collectively with the Fairfax County Financial Advisor, the “Financial Advisors”), is serving as financial advisor to Loudoun County in connection with the issuance of the Series 2022 Bonds.

Although the Fairfax County Financial Advisor assisted in the preparation and review of this Official Statement, the Fairfax County 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 Fairfax County Financial Advisor is a financial advisory, investment management, and consulting organization and is not engaged in the business of underwriting municipal securities.

The Commission or the Counties may engage the Financial Advisors to perform other services, including without limitation, providing certain investment services with regard to the investment of Series 2022 Bond proceeds.

Related Parties

Norton Rose Fulbright US LLP, Washington, D.C., is acting as Bond Counsel to the Authority and regularly serves as bond counsel to Fairfax County. Nixon Peabody LLP, Washington, D.C., is acting as Disclosure Counsel and regularly serves as bond counsel to Loudoun County. The Authority, the Commission, the Counties and the Trustee have consented to Norton Rose Fulbright US LLP and Nixon Peabody LLP acting in such capacities.

Official Statement Certification

This Official Statement includes brief summaries of certain provisions of the Trust Agreement, the District Contract, the Local Contract, the Fiscal Agent Agreement, the Series 2022 Bonds and other materials. Such summaries do not purport to be complete and for full and complete statements of such provisions, reference is made to such instruments, documents and other materials, copies of which may be obtained from the Trustee.

Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are set forth as such and not as representation of fact.

The preparation of this Official Statement and its distribution have been authorized by the Authority. This Official Statement is not to be construed as an agreement or contract between the Authority and any purchaser or owner of any Series 2022 Bond.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Chairman

APPENDIX A-1

**DEMOGRAPHIC AND OTHER ECONOMIC INFORMATION FOR
FAIRFAX COUNTY, VIRGINIA**

APPENDIX A-2

FAIRFAX COUNTY, VIRGINIA

FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

APPENDIX B-1

**DEMOGRAPHIC AND OTHER ECONOMIC INFORMATION FOR
LOUDOUN COUNTY, VIRGINIA**

APPENDIX B-2

LOUDOUN COUNTY, VIRGINIA

FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

APPENDIX C
CONTINUING DISCLOSURE AGREEMENT

APPENDIX D

DEFINITIONS OF CERTAIN TERMS

APPENDIX E

**SUMMARY OF CERTAIN PROVISIONS OF
THE TRUST AGREEMENT**

APPENDIX F

FORM OF BOND COUNSEL OPINION

APPENDIX G

FORM OF NOTICE OF SALE

NOTICE OF SALE**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY, (VIRGINIA)**

\$ _____ *

**Transportation Contract Revenue Refunding Bonds
(Route 28 Project)
Series 2022A**

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Board of Commissioners of the Fairfax County Economic Development Authority (the “Authority”), until 10:45 a.m., Fairfax, Virginia Time, on

_____, 2022*

for the purchase of all, but not less than all, of the Authority’s \$ _____* Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of April in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2023	\$ _____	2029	\$ _____
2024	_____	2030	_____
2025	_____	2031	_____
2026	_____	2032	_____
2027	_____	2033	_____
2028	_____		

The Authority reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

* Preliminary, subject to change.

BID PARAMETERS TABLE FOR THE BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due _____, 2022, at 10:45 a.m. Local Time
Anticipated Delivery/Closing Date:	_____, 2022	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	_____ 1, 2022	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page F-6, under “Good Faith Deposit”
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted		
PRINCIPAL		PRICING	
Optional Redemption:	Due after April 1, 20__, callable on April 1, 20__, and thereafter at par	Max. Aggregate Bid Price:	115%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	100%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Not Permitted	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	April 1, 203_-April 1, 20__: Not to exceed 4%
		Low Coupon per Maturity:	2%

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds (the “Initial Maturity Schedule”) set forth on page 1 represents an estimate of the principal amount of Bonds to be sold. The Authority hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the “Bid Maturity Schedule” for the Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

Changes to Bid Maturity Schedule

The Authority hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal

amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The Authority anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the Authority's receipt of the initial public offering prices and yields of the Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being _____ 1, 2022, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Authority will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Authority determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Authority will discontinue the book-entry system with DTC. If the Authority fails to select another qualified securities depository to replace DTC, the Authority will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds are limited obligations of the Authority payable solely from the revenues pledged under the provisions of an Amended and Restated Trust Agreement, dated as of November 1, 2006, and a Seventh Supplemental Trust Agreement, dated as of _____ 1, 2022 (collectively, the “Trust Agreement”), each between the Authority and a trustee. The revenues pledged to the Bonds include the revenues and receipts of the Authority derived from a special improvements tax levied and collected on taxable real estate zoned for commercial or industrial use or used for such purpose and taxable leasehold interests zoned for commercial or industrial use or used for such purposes located within the State Route 28 Highway Transportation Improvement District (the “District”). The Refunded Bonds (defined below) were previously issued to finance a portion of the costs of the construction of certain to State Route 28 in Fairfax County, Virginia (“Fairfax County”), and Loudoun County, Virginia (“Loudoun County” and, collectively with Fairfax County, the “Counties”).

The Series 2022 Bonds are being issued for the purpose of financing the refunding of the Authority’s Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012, maturing on April 1, 20__*, through and including April 1, 20__*, inclusive (the “Refunded Bonds”) and paying costs associated with the issuance of the Bonds. Per the Authority’s authorizing resolution, adopted on December __, 2021, the net present value of the savings to be obtained from the redemption of the Refunded Bonds must not be less than 3% of the par amount of such Refunded Bonds. The Authority reserves the right to reject any bids that do not meet this requirement, in accordance with the section of this notice of sale entitled “–Right of Rejection.”

Optional Redemption

The Bonds maturing after April 1, 20__*, are subject to redemption prior to maturity, at the option of the Authority, from any money available for such purpose on any date on or after April 1, 20__*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

The Bonds are also subject to extraordinary optional redemption in whole or in part, at any time, as set forth in the Preliminary Official Statement under the caption “THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds – Extraordinary Optional Redemption.”

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC’s BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a

* Preliminary, subject to change.

prospective bidder represents and warrants to the Authority that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE AUTHORITY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Authority nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the Authority nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The Authority is using BiDCOMP/Parity as a communication mechanism, and not as the Authority's agent, to conduct the electronic bidding for the Bonds. The Authority is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the Authority is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the financial advisor to the Authority and Fairfax County, by telephone at (571) 527-5134, or Davenport & Company LLC, the financial advisor to Loudoun County, at (804) 697-2900. After receipt of bids is closed, the Authority through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the Authority to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Fairfax County Economic Development Authority AON (all or none) Bid Form (the "Bid Form") via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by 10:45 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless

postponed as described herein (see “Change of Bid Date and Closing Date; Other Changes to Notice of Sale”). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released electronically via BiDCOMP/Parity to the Authority, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the Authority, as described under “Award of Bonds” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The Authority will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BiDCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the aggregate par amount set forth in Bid Maturity Schedule to Fairfax County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until Fairfax County has confirmation of receipt of the Deposit.

[Bank Name: Bank of America VA/Rich
ABA: 026 009 593
Account Name: County of Fairfax, Deposit Account
Account Number: 0000 7902 5799
Attention: Tammy Kennedy-Nichols, 410-547-4320]

Reference your company, company contact, phone number or other helpful identification.

Award or rejection of bids will be made by or on behalf of the Authority on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the Authority, with the approval of Fairfax County and Loudoun County, prior to 5:00 p.m., Fairfax, Virginia Time on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 5:00 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the Authority within such six and one-quarter hour period of time (10:45 a.m. – 5:00 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the successful bidder will be selected by the Authority by lot from among all such bidders.

Initial Reoffering Terms

The apparent successful bidder shall provide the initial public offering prices to the public (the “Initial Public Offering Prices”) and yields of each maturity of the Bonds (collectively the “Initial Reoffering Terms”) within 30 minutes of receipt of notice that it is the apparent winning bidder.

Right of Rejection

The Authority expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The Authority reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the Authority will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The Authority may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The Authority reserves the right to otherwise change this Notice of Sale. The Authority anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the Authority and Fairfax County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Nixon Peabody LLP is serving as Disclosure Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Nixon Peabody LLP, in its capacity as Disclosure Counsel, represents the Authority and Loudoun County, and the successful bidder waives any conflict of interest that Nixon Peabody LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the Authority or Bond Counsel.

The Authority intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Authority shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Authority may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

- (4) the Authority anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the Authority receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the Authority intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Bonds, the Authority will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The Authority will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the Authority prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the Authority or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the Authority to the successful bidder (“Sale Date”) at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall promptly advise the Authority when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

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

to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

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

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

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or

profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the Authority in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about _____, 2022, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder.

There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation and an opinion of disclosure counsel from Nixon Peabody LLP, as to certain matters. Such opinion will include a statement that subject to certain limitations described therein no information has come to their attention that would cause them to believe that the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The form of the opinion of disclosure counsel may be obtained from PFM Financial Advisors LLC or Davenport & Company LLC upon request.

CUSIP Numbers

Application for CUSIP numbers with respect to the Bonds will be made by the financial advisor to the Authority and Fairfax County, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds. The CUSIP Service Bureau’s charge for the assignment of numbers shall be paid by the successful bidder.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is “deemed final” by the Authority, Fairfax County and Loudoun County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”), but is subject to revision, amendment and completion.

After the award of the Bonds, the Authority will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the Authority will not include in the Official Statement a “NRO” (“not reoffered”) designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the Authority in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The Authority expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System (“EMMA”) administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the Authority expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the Authority in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. Fairfax County and Loudoun County will provide to EMMA annual information respecting the Counties and the District, including audited financial statements. In addition, the Counties will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder’s regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (571) 527-5134 or Davenport & Company LLC at (804) 697-2900.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: Catherine Lange, Chairman

Exhibit A**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

\$_____

Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A**ISSUE PRICE CERTIFICATE****(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of the Fairfax County Economic Development Authority (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A TO ISSUE PRICE CERTIFICATE
EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B TO ISSUE PRICE CERTIFICATE

[Copy of Bid Submitted by Underwriter]

Exhibit B**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

\$_____

Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A**ISSUE PRICE CERTIFICATE
(if Hold-the-Offering-Price Rule applies)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of Fairfax County Economic Development Authority (the “Issuer”).

1. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Defined Terms.

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at

prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this “Agreement”) dated as of February __, 2022, by and between the Fairfax County Economic Development Authority (the “Authority”), a political subdivision of the Commonwealth of Virginia, and U.S. Bank National Association, Richmond, Virginia, a national banking association organized and existing under the laws of the United States of America, and any successor thereto, as escrow agent (in such capacity, the “Escrow Agent”);

WITNESSETH:

WHEREAS, the Authority has issued \$86,275,000 of its Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the “2012 Bonds”) dated May 23, 2012, and issued on May 23, 2012, maturing April 1, 2014, to April 1, 2033, inclusive and first subject to optional redemption on April 1, 2022 (the “2012 Bonds”) pursuant to a Trust Agreement (the “Original Trust Agreement”), as amended and restated as of November 1, 2006, and a Fifth Supplemental Trust Agreement (the “Fifth Supplemental Trust Agreement” and together with the Original Trust Agreement, the “Trust Agreement”), dated as of May 1, 2012, and each between the Authority and U.S. Bank National Association, as successor trustee (in such capacity, the “Trustee”), and the provisions of a resolution duly adopted by the Authority on April 17, 2012; and

WHEREAS, the Authority has determined to refund for debt service savings the 2012 Bonds stated to mature on each of April 1, [2022, to April 1, 2033], inclusive (the “Refunded Bonds”) and to give the Escrow Agent for the Refunded Bonds irrevocable instructions to call those Refunded Bonds for redemption on April 1, 2022, at the redemption price of 100% of the principal amount of each maturity of Refunded Bonds plus accrued interest to the redemption date; and

WHEREAS, the Authority has deposited with the Escrow Agent \$_____ (the “Cash Deposit”) from a portion of the proceeds of the \$_____ Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A (the “EDA Bonds”) and other available funds and has made arrangements for and has directed the Escrow Agent to purchase, from a portion of the Cash Deposit, the securities listed in Appendix A (the “Escrow Securities”), that without consideration of any reinvestment of the maturing principal and interest on the Escrow Securities, will provide sufficient money, to enable the Escrow Agent to pay to the registered owners, on behalf of the Authority and the Trustee, (a) the principal and premium of the Refunded Bonds maturing on April 1, [2022, through April 1, 2033], inclusive to be redeemed on April 1, 2022 (the “Redemption Date”) and (b) the interest due and payable to accrue prior to redemption on the Refunded Bonds to but not including the Redemption Date, all as set forth in Appendix B;

WHEREAS, in order to ensure that the procedures required under the Trust Agreement for the defeasance and/or redemption of the Refunded Bonds, as applicable, will be followed, the Authority and the Escrow Agent have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Receipt of Verification Report.** Receipt of a true and correct copy of the verification report (Appendix D to this Agreement) of Robert Thomas CPA, LLC, dated February __, 2022 (the “Verification Report”), upon which the Escrow Agent may conclusively rely, is hereby acknowledged by the Escrow Agent.

2. **Creation of and Deposits to Escrow Fund.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund, designated the “Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A Escrow Fund” (the “Escrow Fund”), to be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, and separate and apart from other funds of the Authority and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of, and deposit to the credit of the Escrow Fund, the Cash Deposit, which has been or is to be used to purchase the Escrow Securities listed in Appendix A.

3. **Investment of Escrow Fund.** The Authority hereby directs the Escrow Agent to purchase the Escrow Securities described in Appendix A which Escrow Securities constitute “Defeasance Obligations” as defined in the Trust Agreement. The Escrow Agent represents and acknowledges that, on the date hereof it will use \$_____ of the Cash Deposit to purchase the Escrow Securities, described in Appendix A, in the principal amount of \$_____ at the respective purchase prices indicated in Appendix A and credit such Escrow Securities to the Escrow Fund. The Escrow Agent further represents that it will hold \$_____ of the Cash Deposit uninvested.

4. **Sufficiency Representation.** (a) In sole reliance upon the Verification Report, the Authority hereby represents and warrants that the interest on and the maturing principal amounts of the Escrow Securities in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest), together with any remaining portion of the Cash Deposit, are sufficient to assure that money will be available to the Escrow Agent in the amounts and on the dates required to pay (i) the principal of and premium, if any, on the Refunded Bonds on the Redemption Date and (ii) the interest due and payable prior to redemption to accrue on such Refunded Bonds, to but not including the Redemption Date, all as described in Appendix B.

(b) Neither the Authority nor the Escrow Agent shall be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and the remaining cash of the Cash Deposit to meet the payment requirements of the Refunded Bonds, nor shall the Escrow Agent, or the Authority be liable for any deficiencies in the amounts necessary to meet the payment requirements.

5. **Escrow Fund.** The Escrow Agent shall hold the Cash Deposit and the book-entry credits of the Escrow Securities in the Escrow Fund at all times as a special and separate escrow fund for the benefit of the holders of the Refunded Bonds, wholly segregated from other funds and securities on deposit with it, shall never commingle the Escrow Securities with other funds

or securities owned or held by it, and shall never at any time use, loan, or borrow the same in any way other than as provided in this Agreement. The Escrow Fund is hereby irrevocably pledged to the payment of the Refunded Bonds in the amounts and on the dates set forth in Appendix B. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical money, or any part thereof, in the Escrow Fund if it is impractical, but money of an equal amount, except to the extent represented by the Escrow Securities, must always be maintained on deposit in the Escrow Fund as an escrow fund held by the Escrow Agent; and a special account for the Escrow Fund evidencing such holdings shall at all times, until the termination of this Agreement in accordance with Paragraph 23 hereof, be maintained on the books of the Escrow Agent, together with the Escrow Securities so purchased and any cash on deposit therein.

6. **Investment Income.** (a) The Escrow Agent shall from time to time collect and receive the interest accruing and payable on the Escrow Securities and the maturing principal amounts of the Escrow Securities as the same become due, and credit the same to the Escrow Fund, so that the interest on and proceeds of the Escrow Securities, as the same become due, will be available to meet the payment requirements of the Refunded Bonds, as shown in Appendix B to this Agreement.

(b) The Authority hereby irrevocably instructs the Escrow Agent to apply the principal and interest received from the Escrow Securities to the payment, for the account of the Authority, of the interest and premium, if any, on and principal of the Refunded Bonds. The Escrow Agent shall make such payments directly to The Depository Trust Company (“DTC”) for Cede & Co., as registered owner of the Refunded Bonds and the partnership nominee of DTC, in the amounts and at the times specified within Appendix B.

No further direction will be required by the Escrow Agent upon receipt of this instruction.

7. **Reinvestment; Substitution.** (a) Except as otherwise provided in this Paragraph 7, the Escrow Agent shall not otherwise invest or reinvest any money in the Escrow Fund. At all times all investments held in the Escrow fund must constitute “Defeasance Obligations” as defined in the Trust Agreement and the Authority shall not direct the Escrow Agent to invest any money in other than Defeasance Obligations.

(b) Upon the prior written direction of the Authority and upon compliance with the requirements and conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of, or request the redemption of Escrow Securities as shall be specified in such request by the Authority and shall substitute for such Escrow Securities direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America designated by the Authority in such written request (the “Substituted Escrow Securities”). The Escrow Agent shall purchase the Substituted Escrow Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrow Securities. No substitution for the Escrow Securities shall be made by the Escrow Agent unless:

(i) the Escrow Agent shall have received an opinion of nationally recognized bond counsel, designated by the Authority, stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes

of interest on the Refunded Bonds or on the EDA Bonds and that such substitution is permitted by this Agreement; and

(ii) the Escrow Agent shall have received a verification report from an independent public accountant or firm of independent public accountants selected by the Authority upon which the Escrow Agent may conclusively rely, stating that the principal of and interest on the Substituted Escrow Securities, together with any cash or Escrow Securities (or any previously acquired Substituted Escrow Securities) in the Escrow Fund for which substitution is not then being made, will be fully sufficient, without reinvestment, to meet the payment requirements with respect to the Refunded Bonds; and

[(iii) the Escrow Agent shall have received confirmation from the nationally recognized rating agencies that rating the Refunded Bonds that such Substituted Escrow Securities will not adversely affect the ratings on the Refunded Bonds.]

(c) Investments in mutual funds or unit investment trusts are prohibited.

8. **No Liability.** Neither the Authority nor the Escrow Agent shall be liable or responsible for any loss resulting from any investment or reinvestment made in the Escrow Securities or Substituted Escrow Securities.

9. **Inviolability of Escrow Fund.** In the event of the Escrow Agent's failure to account for any funds or securities received by it for deposit to the Escrow Fund under this Agreement, such funds and securities shall be and remain the property of the Escrow Fund, and the holders of the Refunded Bonds shall be entitled to such preferred claims, and shall have such first liens, upon such funds and securities as are enjoyed by a trust beneficiary. If for any reason particular Escrow Securities or money cannot be identified, the Escrow Agent shall proceed as promptly as possible to make such identification. The money and securities received by the Escrow Agent under this Agreement shall not be considered banking deposits of the Authority, and the Authority shall have no right or title with respect thereto. The money and securities so received by the Escrow Agent as Escrow Agent under this Agreement shall not be subject to checks or drafts drawn by the Authority.

10. **Statements.** Semi-annually, on or before the 15th day of each April and October commencing on April 15, 2022, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward to the Authority, a statement in detail of the Cash Deposit and Escrow Securities, and the income and maturities thereof, held and withdrawals of money from the Escrow Fund for the period from the last statement furnished pursuant to this paragraph.

11. **Notice of Establishment of Escrow Fund; Redemption.** (a) The Authority hereby directs the Escrow Agent, and the Escrow Agent agrees, to cause the notice of redemption to be sent by first-class mail, postage prepaid to the Depository Trust Company ("DTC") on or before _____, 2022. The Authority agrees to take all other steps necessary for the redemption thereof, as provided in and in accordance with the applicable provisions of the Resolution. Notice of such redemption shall be in substantially the form set forth in Appendix C. The Authority directs the Escrow Agent, and the Escrow Agent agrees, to cause the notice of the

redemption to be sent to The Electronic Municipal Market Access system administered by the Municipal Securities Rulemaking Board (“EMMA”) within five (5) days after the date of this Agreement, such notice to be substantially in the form set forth in Appendix C.

(b) The Authority hereby specifically and irrevocably elects, and hereby directs the Escrow Agent, to redeem on the Redemption Date the Refunded Bonds scheduled to mature on April 1, [2022, through April 1, 2033], inclusive, at the applicable redemption price of 100% of the principal amount of each Refunded Bonds plus accrued interest thereon to but not including the Redemption Date, as set forth in Appendix B.

12. **Duties of Escrow Agent.** The Escrow Agent shall have no responsibility to any person in connection herewith except the responsibilities specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the Authority and other persons, the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement and no implied covenants or obligations should be read into this Agreement against the Escrow Agent. The Escrow Agent shall be entitled to conclusively rely upon such evidence that it in good faith believes to be genuine. The Escrow Agent may consult with legal counsel, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion. Any payment obligation of the Escrow Agent hereunder with respect to the Refunded Bonds shall be paid from, and is limited to funds available, established and maintained in the Escrow Fund under this Agreement; the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder.

13. **Benefits of Agreement.** This Agreement is among the Authority and the Escrow Agent only. The duties of the Escrow Agent hereunder shall only be to the Authority and the owners of the Refunded Bonds. Except as provided in Section 21, neither the Authority nor the Escrow Agent shall assign or transfer or attempt to assign or transfer its interest hereunder or any part thereof. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and shall be void and without effect.

14. **Reliance on Instruments.** The Escrow Agent may conclusively rely upon and shall be fully protected in acting and upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

15. **Notices.** Any notice, authorization, request, or demand required or permitted to be given between the parties hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

to the Authority –

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Tysons Corner, Virginia 22182
Attention: President

with a copy to:

Department of Finance
Fairfax County, Virginia
12000 Government Center Parkway
Fairfax, VA 22035
Attention: Director

to the Escrow Agent --

U.S. Bank National Association
U.S. Bank Corporate Trust Services
1021 East Cary Street, Suite 1850
Richmond, VA 23219
Attention: Stephanie E. Haysley

16. **Business Days.** Whenever under the terms of this Agreement the performance date of any act to be done hereunder shall fall on a day that is not a legal banking day in Richmond, Virginia, and upon which the Escrow Agent is not open for business, the performance thereof on the next succeeding business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement. Whenever time is referred to in this Agreement, it shall be the time recognized by the Escrow Agent in the ordinary conduct of its respective normal business transactions.

17. **Agreement Binding Upon Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

18. **Fee and Expenses of Escrow Agent.** The compensation for the Escrow Agent under this Agreement has been agreed upon by the Escrow Agent and the Authority and is to be paid from funds other than the Escrow Fund provided for by Fairfax County, Virginia, and Loudoun County, Virginia (collectively, the “Counties”).

Any expenses, including legal costs and expenses (including attorney’s fees, costs and expenses), or any costs, charges or expenses associated with the mailing of any notice with respect to the Refunded Bonds under this Agreement of the Escrow Agent, shall be promptly paid by the Counties to the Escrow Agent when billed, and in no event shall such costs, charges or expenses give rise to any claim against the Escrow Fund, the money of which are solely for the benefit of the holders of the Refunded Bonds. If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent’s negligence

or willful misconduct), the Escrow Agent shall notify the Authority and the Counties of the same in writing and the Counties shall promptly pay the Escrow Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith. Such payments shall be made solely from money provided by the Counties for such purpose, subject to appropriation by each County's Board of Supervisors, as set forth in Section 24 of this Agreement.

19. **Resignation of Escrow Agent.** The Escrow Agent may resign and thereby become discharged from the duties hereby created, by notice in writing given to the Authority not less than sixty (60) days before such resignation shall take effect. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed. Such resignation shall take effect immediately, however, upon the appointment of a new Escrow Agent hereunder, if such new Escrow Agent shall be appointed before the time limited by such notice and such new Escrow Agent shall have accepted the trusts hereof.

20. **Removal of Escrow Agent.** The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Authority. A photographic copy of any instrument filed with the Authority under the provisions of this paragraph shall be delivered by the Authority to the Escrow Agent.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent jurisdiction upon the application of the Authority or the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then outstanding.

21. **Appointment of Successor Escrow Agent.** If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall promptly appoint an Escrow Agent to fill such vacancy. The Authority shall notify the registered owners of any such appointment made by it by mail, postage prepaid within sixty (60) days of such appointment.

At any time after such appointment by the Authority, and prior to the termination of this Agreement in accordance with Paragraph 23, the owners of a majority in aggregate principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed and filed with the Authority, may appoint a successor Escrow Agent that shall supersede any Escrow Agent theretofore appointed by the Authority. Photographic copies of each such instrument shall be delivered promptly by the Authority to the predecessor Escrow Agent and to the Escrow Agent so appointed by the owners of the Refunded Bonds.

If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, within sixty (60) days of such resignation, removal, incapability or the occurrence of a vacancy in the position of Escrow Agent in the manner herein provided the

owner of any Refunded Bond or the retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

If the Escrow Agent shall merge into another banking or other similar institution with trust powers, or if substantially all of the assets of the Escrow Agent shall otherwise be acquired by any such banking or other similar institution, the surviving or acquiring institution shall be substituted for the Escrow Agent as Escrow Agent and shall succeed to the rights and obligations of the Escrow Agent hereunder without the necessity of execution of any instrument or the taking of any other action by the Escrow Agent, such surviving or acquiring bank, or the Authority and without giving any notice, by publication or otherwise, to anyone other than the Authority.

22. **Amendment.** This Agreement shall be irrevocable and may not be amended, without the consent of all the owners of the Refunded Bonds thus unpaid; provided, however, that this Agreement may be amended, without the consent of the owners of unpaid Refunded Bonds, for the following purposes:

- (a) the insertion of unintentionally omitted material or the correction of mistakes or clarification of ambiguities;
- (b) the pledging of additional security to the Refunded Bonds;
- (c) the deposit of additional cash or securities to the Escrow Fund; or
- (d) any other amendment that a rating agency then rating the Refunded Bonds has confirmed in writing will not result in a reduction in its respective ratings on the Refunded Bonds.

23. **Termination.** This Agreement shall terminate on the date upon which the Escrow Agent makes the final payment to DTC in an amount sufficient to pay the balance of the principal of and interest coming due on the Refunded Bonds. Upon the final payment of all of the Refunded Bonds and except as otherwise requested in writing by the Authority, the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund and shall remit to the Authority the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

24. **Subject to Appropriation.** The obligations of a County to make any payments under this Agreement are contingent upon the appropriation for each fiscal year by the Board of Supervisors of such County of funds from which such payments can be made. A County shall not be liable for any amounts that may be payable pursuant to this Agreement unless and until such funds have been so appropriated for payment and then only to the extent thereof. It is understood and agreed by the parties hereto that nothing in this Agreement shall be deemed to obligate the Board of Supervisors of either County to appropriate any sums on account of any payments to be made by such County hereunder.

25. **Shareholder Communications Act.** The Shareholder Communications Act of 1985 and its regulations require that banks and trust companies make an effort to facilitate

communication between issuers of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless objected to in writing, the Escrow Agent will provide the obligatory information to the registrant upon request. If objected to by any party hereto, such objection will apply to all securities held for the parties hereto in the accounts described herein now and in the future unless such objection is withdrawn in writing.

26. **Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed are determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

27. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

28. **Governing Law.** This Agreement shall be governed by the domestic law of the Commonwealth of Virginia without regard to conflict of law principles.

29. **Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity. The Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. There may also be requests to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Name:
Title:

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

By: _____
Name: Stephanie E. Haysley
Title: Vice President

APPENDIX A

**Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds
(Route 28 Project) Series 2012**

ESCROW SECURITIES**Initial Escrow Securities:** _____

<u>Type</u>	<u>Maturity Date</u>	<u>Par</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cost</u>
	4/1/2022	\$_____	0.____%	100.00	\$_____
Total		<u>\$0</u>			<u>\$0</u>

APPENDIX B

**Fairfax County Economic Development Authority
Transportation Contract Revenue Refunding Bonds
(Route 28 Project) Series 2012**

Pay to the registered owner of the 2012 Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding date.

Schedule of Debt Service

<u>Period Ending</u>	<u>Principal</u>	<u>Interest*</u>	<u>Total Debt Service</u>
April 1, 2022	<u>\$</u>	<u>\$</u>	<u>\$</u>
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

* Includes interest due and payable prior to and on Redemption Date.

APPENDIX C**NOTICE OF DEFEASANCE AND REDEMPTION****Fairfax County Economic Development Authority****Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012, Dated May 23, 2012, and maturing April 1 of each of the years [2022 through 2033], inclusive**

NOTICE IS HEREBY GIVEN to the owners of the Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the “Defeased Bonds”) described below, that (i) there has been deposited, in trust, with U.S. Bank National Association, Richmond, Virginia, as escrow agent (in such capacity, the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Defeased Bonds to their earliest redemption date (or maturity date in the case of the Defeased Bonds maturing April 1, 2022), as set forth below, and the principal amount and applicable redemption premium on the Defeased Bonds on their redemption date, and (ii) such Defeased Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below (or paid at maturity in the case of the Defeased Bonds maturing on April 1, 2022) together with the interest accrued thereon to the redemption date:

DEFEASED BONDS
Redemption or Maturity Date: April 1, 2022

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
4/01/2022 ²	\$4,436,000	100%	30383A DB4
4/01/2023	4,610,000	100	30383A DC2
4/01/2024	4,715,000	100	30383A DD0
4/01/2025	4,855,000	100	30383A DE8
4/01/2026	5,005,000	100	30383A DF5
4/01/2027	5,150,000	100	30383A DG3
4/01/2028	5,305,000	100	30383A DH1
4/01/2029	5,465,000	100	30383A DK7
4/01/2030	5,645,000	100	30383A DK4
4/01/2031	5,865,000	100	30383A DL2
4/01/2032	6,105,000	100	30383A DM0
4/01/2033	6,315,000	100	30383A DN8

¹The Escrow Agent shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Defeased Bonds and does not reflect subsequent changes, if any.

²The Defeased Bonds maturing April 1, 2022, are not subject to optional redemption prior to maturity and have been defeased to such maturity date.

On their Redemption Date, the Defeased Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Defeased Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

Payment of the Redemption Price will be made upon presentation and surrender of the Defeased Bonds, on or after April 1, 2022, at the principal corporate trust office of U.S. Bank National Association, as provided below.

The Defeased Bonds should be presented for payment as follows:

U. S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

If Defeased Bonds are presented by mail, the manner of shipment of bonds is at the bondholder's discretion; however, transmittal by insured, registered mail is suggested.

Under certain provisions of the Internal Revenue Code of 1986, as amended, a beneficial owner of a Defeased Bond may be subject to information reporting and to backup withholding of certain amounts paid to the beneficial owner unless such beneficial owner provides proof of an applicable exemption or a correct taxpayer identification number, and otherwise complies with applicable requirements of the backup withholding rules.

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

Dated: February __, 2022

APPENDIX D

VERIFICATION REPORT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by Fairfax County, Virginia (“Fairfax County”), and Loudoun County, Virginia (“Loudoun County;” Fairfax County and Loudoun County each a “County” and together the “Counties”), in connection with the issuance by the Fairfax Economic Development Authority (the “Authority”) of its \$_____ Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2022A (the “Series 2022 Bonds”) pursuant to the provisions of a resolution (the “Authorizing Resolution”) adopted by the Authority on December ____, 2021, and under an Amended and Restated Trust Agreement, dated as of November 1, 2006, as previously supplemented, and as supplemented by a Seventh Supplemental Trust Agreement, dated as of _____ 1, 2022 (the “Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (in such capacity, the “Trustee”).

The Counties hereby covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Counties for the benefit of the holders of the Series 2022 Bonds and in order to assist each Participating Underwriter (defined below) in complying with the Rule (defined below). The Counties acknowledge that they are undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement as set forth in this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Counties pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the Counties, or either of them, acting as Dissemination Agent under this Disclosure Agreement or any successor Dissemination Agent designated in writing by the Counties and which has filed with the Authority and both Counties a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, Fairfax County’s Fiscal Year begins July 1

and continues through June 30 of the next calendar year; Loudoun County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Series 2022 Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2022 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 2022 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events relating to either County;
- (13) the consummation of a merger, consolidation, or acquisition involving either County or the sale of all or substantially all of the assets of either County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of either County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of either County, any of which affect security holders, if material; and

- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of either County, any of which reflect financial difficulties.

“MSRB” means the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the Official Statement of the Authority with respect to the Series 2022 Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2022 Bonds required to comply with the Rule in connection with the offering of such Series 2022 Bonds.

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

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

“State” shall mean the Commonwealth of Virginia.

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 either County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of either County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of either County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of either County, and (b) the Counties intend 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 Counties 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 or dates (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2022). Not later than ten (10) days prior to the Filing Date, the Counties shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a

package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the Counties' 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 Counties must be submitted, if and when available, together with or separately from the Annual Report.

(b) The annual financial statements of the Counties shall be prepared on the basis of generally accepted accounting principles and shall be audited. Each County assumes the responsibility to file copies of its audited annual financial statements, which may be filed separately from the Annual Report, with the Repository when such statements become publicly available.

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

SECTION 4. Content of Annual Reports. (a) With respect to Fairfax County, Fairfax County will include in each Annual Report required to be filed hereunder or incorporate by reference, at a minimum, the following: (i) audited financial statements of Fairfax County; (ii) operating data updating information in Exhibit A-1 to the Official Statement for the Series 2022 Bonds as described in Schedule 1 hereto, and (iii) updates of the information that relates to Fairfax County under the heading "THE DISTRICT—District Tax Base Data," all with a view toward assisting each Participating Underwriter in complying with the Rule.

(b) With respect to Loudoun County, each Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited financial statements of Loudoun County; (ii) updates of the information in Exhibit B-1 to the Official Statement for the Series 2022 Bonds as described in Schedule 1 hereto, and (iii) updates of the information that relates to Loudoun County under the heading "THE DISTRICT—District Tax Base Data," all with a view toward assisting each Participating Underwriter in complying with the Rule.

(c) As between the two Counties, Fairfax County accepts responsibility for filing that portion of the Annual Report described in clauses (a)(iii) and (b)(iii) of this section and for preparation of the appropriate tables to update the information that relates to Loudoun County under the heading "THE DISTRICT—District Tax Base Data," and to that end, Loudoun County agrees to furnish to Fairfax County no later than February 15 of each year the relevant information concerning Loudoun County necessary for Fairfax County to update such tables.

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

SECTION 5. Reporting of Listed Events. Fairfax County will provide within 10 business days to the Repository notice of any of the Listed Events. Loudoun County will assist Fairfax County in this regard by notifying Fairfax County of any such event of which Loudoun County has notice.

SECTION 6. Termination of Reporting Obligation. The Counties' obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance and the final retirement of all the Series 2022 Bonds.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Agreement, this Disclosure Agreement may be amended, or any provision hereof may be waived, by written agreement of the parties, 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 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Counties 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 Counties choose 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 Counties shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Default. Any person referred to in Section 10 (other than the Counties) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Counties to file their Annual Reports or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2022 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 Counties hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Agreement or the Series 2022 Bonds of the Authority, and the sole remedy under this Disclosure Agreement in the event of any failure of the Counties 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 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Counties, the Participating Underwriters, and holders from time to time of the Series 2022 Bonds, and shall create no rights in any other person or entity.

Date: _____, 2022

FAIRFAX COUNTY, VIRGINIA

By: _____
Authorized Representative

LOUDOUN COUNTY, VIRGINIA

By: _____
Authorized Representative

SCHEDULE 1

CONTENT OF ANNUAL REPORT FOR EACH COUNTY

- (a) audited financial statements of the County;
- (b) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.
- (c) **Debt Information.** Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.
- (d) **Demographic Information.** Updated demographic information respecting the County such as its population.
- (e) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data.
- (f) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses and actuarial valuation(s) of such plans.
- (g) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

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

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS
(ROUTE 28 PROJECT), SERIES 2022**

CUSIP NOS.

Dated: _____, _____

NOTICE IS HEREBY GIVEN that _____ County, Virginia, has not provided an Annual Report as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds, the proceeds of which were used to refinance bonds that were issued to fund a portion of the costs of construction of certain improvements to State Route 28 in Fairfax County, Virginia, and Loudoun County, Virginia. _____ County anticipates that the Annual Report will be filed by _____.

_____ COUNTY, VIRGINIA

By: _____

Board Agenda Item
December 7, 2021

ACTION - 4

Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:

Board approval of a resolution (Attachment 1) to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 19, 2022.

RECOMMENDATION:

The County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate \$300 million to fund construction of capital facilities and infrastructure as previously approved by the Board. The County Executive also recommends approval of the sale of Public Improvement Refunding Bonds.

The County Executive further recommends the Board approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds. This resolution:

1. Authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale;
2. Delegates to the County Executive or Chief Financial Officer authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions; and
3. Approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds and Public Improvement Refunding Bonds.

TIMING:

Board action is requested on December 7, 2021.

BACKGROUND:

The Proposed Bond Sale Schedule of Events (Attachment 2) indicates a new money bond sale on or about January 19, 2022. Accompanying this Board Item are the

necessary documents to proceed with the new money bond sale to meet FY 2022 capital funding requirements for on-going projects. There are many potential market events that could affect the bond sale in the next few months and this sale date is therefore subject to market conditions. The closing date for the bonds is currently scheduled for the week of January 31, 2022. The County staff, along with the County's Financial Advisor, however, will revisit and adjust the sale date, if needed.

Public Improvement Bonds (New Money Sale)

The General Obligation Bond sale totals \$300 million. Of that amount, the Fairfax County Public Schools will receive \$180 million. In addition, \$41 million will be allocated to the Washington Metropolitan Area Transit Authority (WMATA) as the County's share of WMATA's FY 2022 Adopted Capital Improvement Program, and \$8 million will fund on-going Board of Supervisors' approved transportation projects such as roadway, pedestrian, and bike/trail improvement projects. Public Safety funding will total \$40 million to provide for courtroom renovations, and closeout and ongoing construction costs for fire and police station facilities.

Funding of \$15 million will be provided for the Fairfax County Park Authority and the Northern Virginia Regional Park Authority will receive \$3 million to cover the County's annual capital contribution. Funding of \$8 million will provide for design costs for the four libraries approved from the November 2020 referendum. Lastly, funding of \$5 million will be provided for human services and community development facilities that include four shelters and two community centers.

The Schedule of Bond Purposes notes the remaining balance of authorized, but unissued, bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system was approved by the School Board at its November 11, 2021 meeting and is included as Attachment 4.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. This bond sale of \$300 million is equal to the maximum sale allowed in the *Ten Principles of Sound Financial Management*. The FY 2022 Adopted Budget Plan states that the maximum annual sale of bonds will be \$300 million or \$1.5 billion over a five-year period, with a technical limit not to exceed \$325 million in a single year. Consistent with previous bond sales, the County's resolution (Attachment 1) delegates to the County Executive or Chief Financial Officer the authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions.

The maximum true interest cost rate permitted on the bonds, as established in the Bond

Resolution, is 5.25 percent for tax-exempt bonds and 5.5 percent for taxable bonds. In addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line access to the Notice of Sale (Attachment 5) and the Preliminary Official Statement (Attachment 6).

Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

Public Improvement Refunding Bonds

The resolution also lists several outstanding series of bonds that could become future candidates to refund using a combination of tax-exempt and taxable analysis depending on market conditions.

In addition, the federal tax reform plan that became effective January 1, 2018 eliminated the ability to sell tax-exempt advance refunding bonds, which had allowed the County to refinance debt for savings by issuing tax-exempt bonds prior to their respective call dates. The County can continue to refund bonds prior to these call dates, but the bonds must be issued on a taxable basis, which may reduce the savings potential compared to a traditional tax-exempt advance refunding alternative. To allow for flexibility, at this time, staff recommends the authorization to pursue a taxable refunding bond sale that includes select maturities of the following bond series: 2013A, 2013B, 2014A, 2014B, 2015A, 2015B, 2016A, 2017A, 2018A, 2019A, 2020A, and 2021A. County staff will continue to monitor the market for additional refunding opportunities that produce debt service savings.

FISCAL IMPACT:

The estimated debt service budget requirement for the new money bond sale, based on a 2.26 percent interest rate, is \$15.6 million for School purposes and \$10.4 million for County purposes, beginning in FY 2023. The County amortizes its general obligation bond debt with level principal over a twenty-year period to provide for a rapid payoff, which means that the debt service payments gradually decrease over the twenty years. Following the planned general obligation bond sale in January 2022, final debt service numbers for this bond sale coupled with the programmed payoff of existing debt obligations, and the resulting net adjustment to meet Countywide debt service requirements will be incorporated into Fund 20000, Consolidated County and Schools Debt Service Fund, and reflected in the FY 2023 Advertised Budget Plan.

The County issued General Obligation bonds as a new money bond sale in the amount of \$290.0 million on January 26, 2021. The bonds were sold to Citigroup Global Markets Inc. at a true interest cost of 1.2 percent, which was the lowest rate received in the County's history. This interest rate was also 77 basis points below the previous low

Board Agenda Item
December 7, 2021

interest rate of 2.0 percent (new money portion only) the County received on January 28, 2020.

The reception of Fairfax County bonds in the market continues to compare favorably both nationally and locally. The County has held a AAA rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978, and a AAA rating from Fitch Ratings since 1997. As of January 2021, 13 states, 49 counties, and 33 cities have a Triple-A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved an estimated \$990.47 million from County bond and refunding sales.

ENCLOSED DOCUMENTS:

Attachment 1: County Public Improvement Bond Resolution

Attachment 2: Bond Sale Schedule of Events

Attachment 3: Schedule of Bond Purposes

Attachment 4: School Board Resolution Requesting Sale of Bonds (Approved on November 11, 2021)

Attachment 5: Notice of Sale Series 2022

Attachment 6: Draft of the Preliminary Official Statement Series 2022

STAFF:

Christina Jackson, Chief Financial Officer

Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia Moody McCay, Senior Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on December 7, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS

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

Section 1(a). Public Improvement Bonds. The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), has found and determined and does hereby declare that:

(i) **School improvements – \$180,000,000.** At an election duly called and held on November 7, 2017, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$315,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia (the “Circuit Court”), has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$315,000,000 for such purpose.

The Board of Supervisors at the request of the School Board of Fairfax County, Virginia (the “School Board”), has heretofore issued \$163,150,000 of the school bonds authorized at the election duly called and held on November 7, 2017.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$151,850,000 of school bonds authorized at the November 7, 2017, election and to sell the bonds.

At an election duly called and held on November 5, 2019, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$360,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$360,000,000 for such purpose.

The Board of Supervisors at the request of the School Board has heretofore issued none of the school bonds authorized at the election duly called and held on November 5, 2019.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$28,150,000 of school bonds authorized at the November 5, 2019, election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the School Board of a resolution, in a form acceptable to the County's bond counsel, requesting the issuance of such school bonds.

(ii) **Transportation improvements and facilities – \$49,000,000.** At an election duly called and held on November 4, 2014, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities, including improvements to primary and secondary State highways, improvements related to transit, improvements for pedestrians and bicycles, and ancillary related improvements and facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$100,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$44,860,000 of the transportation improvements and facilities bonds authorized at the election duly called and held on November 4, 2014.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$8,000,000 of transportation improvements and facilities bonds authorized at the November 4, 2014, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$160,000,000 for the purpose of financing Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving, and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock, and equipment in the Washington metropolitan area.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$160,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$16,900,000 of the transportation improvement and facilities bonds authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$41,000,000 of transportation improvement and facilities bonds authorized at the November 3, 2020, election and to sell the bonds.

(iii) **Parks and park facilities – \$18,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$107,000,000: (i) \$94,700,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, develop and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,300,000 principal amount for Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, develop and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$107,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$33,130,000 of the \$94,700,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 8, 2016, and has heretofore authorized the issuance of and has issued all of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$15,000,000 parks and park facilities bonds for the Fairfax County Park Authority, authorized at the November 8, 2016, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$112,000,000: (i) \$100,000,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, reconstruct, develop, and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,000,000 principal amount to finance Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, reconstruct, develop, and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$112,000,000 for such purpose.

The Board of Supervisors has heretofore issued none of the parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 3, 2020, and has heretofore authorized the issuance of and has issued \$3,000,000 of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$3,000,000 of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 3, 2020, election and to sell the bonds.

(iv) **Public Library Facilities – \$8,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public library facilities bonds previously authorized, in the maximum aggregate principal amount of \$25,000,000 for the purpose of providing funds, with any other available funds, to finance the cost of providing additional public library facilities, the reconstruction, enlargement, and equipment of existing library facilities, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$25,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$17,000,000 public library facilities bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$8,000,000 of public library facilities bonds authorized at the November 6, 2012, election and to sell the bonds.

(v) **Public safety facilities – \$40,000,000.** At an election duly called and held on November 3, 2015, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to

the public safety facilities bonds previously authorized, in the maximum aggregate principal amount of \$151,000,000, for the purpose of providing funds, with any other available funds, to finance the cost of projects to provide public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$151,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$5,490,000 of the public safety facilities bonds authorized at the election duly called and held on November 3, 2015.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$40,000,000 of public safety facilities bonds authorized at the November 3, 2015, election and to sell the bonds.

(vi) **Human services facilities and community development facilities – \$5,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in the maximum aggregate principal amount of \$85,000,000 to provide funds to finance the cost of human services facilities and community development facilities, including the construction and reconstruction of community centers and shelters and the acquisition of land and equipment or interest therein.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$85,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$11,400,000 of the human services facilities and community development facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$5,000,000 of human services facilities and community development facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

Section 1(b). Prior bond issues. The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2013A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$206,335,000, designated “Public Improvement Bonds, Series 2013A” (the “Series 2013A Bonds”), dated January 24, 2013.

The Series 2013A Bonds that mature on or before October 1, 2021, are not subject to optional redemption before their maturity. The Series 2013A Bonds that mature after October 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2021, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2013B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$128,000,000, designated “Public Improvement Refunding Bonds, Series 2013B” (the “Series 2013B Bonds”), dated January 24, 2013.

The Series 2013B Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2013B Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2014A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities and public library facilities and to refund certain Series 2004 A, Series 2004 B and Series 2005 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$316,310,000, designated “Public Improvement and Refunding Bonds, Series 2014A” (the “Series 2014A Bonds”), dated February 6, 2014.

The Series 2014A Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2014A Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2014B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$202,190,000, designated “Public

Improvement Refunding Bonds, Series 2014B” (the “Series 2014B Bonds”), dated November 4, 2014.

The Series 2014B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2014B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2015A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, and storm drainage improvements, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$227,340,000, designated “Public Improvement Bonds, Series 2015A” (the “Series 2015A Bonds”), dated March 4, 2015.

The Series 2015A Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015A Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vi) **Series 2015B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$57,070,000, designated “Public Improvement Refunding Bonds, Series 2015B” (the “Series 2015B Bonds”), dated March 11, 2015.

The Series 2015B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date on or after April 1, 2025 and prior to October 1, 2025, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of 101% of the principal amount of the Series 2015B Bonds to be redeemed, and on or after October 1, 2025, at 100% of the principal amount of the Series 2015B Bonds to be redeemed, plus, in each case, accrued interest to the redemption date.

(vii) **Series 2016A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, storm drainage improvements and to refund certain Series 2008 A Bonds, Series 2009 A Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2013A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$335,980,000, designated “Public Improvement and Refunding Bonds, Series 2016A” (the “Series 2016A Bonds”), dated February 9, 2016.

The Series 2016A Bonds that mature on or before October 1, 2025, are not subject to optional redemption before their maturity. The Series 2016A Bonds that mature after October 1, 2025, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2026, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(viii) **Series 2017A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements and public library facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$228,375,000, designated "Public Improvement Bonds, Series 2017A" (the "Series 2017A Bonds"), dated February 7, 2017.

The Series 2017A Bonds that mature on or before October 1, 2026, are not subject to optional redemption before their maturity. The Series 2017A Bonds that mature after October 1, 2026, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2027, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ix) **Series 2018A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements, public library facilities, human services facilities, and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$219,640,000, designated "Public Improvement Bonds, Series 2018A" (the "Series 2018A Bonds"), dated January 24, 2018.

The Series 2018A Bonds that mature on or before October 1, 2027, are not subject to optional redemption before their maturity. The Series 2018A Bonds that mature after October 1, 2027, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2028, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(x) **Series 2019A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements, and to refund certain Series 2009A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$224,755,000, designated "Public Improvement Bonds, Series 2019A" (the "Series 2019A Bonds"), dated February 12, 2019.

The Series 2019A Bonds that mature on or before October 1, 2028, are not subject to optional redemption before their maturity. The Series 2019A Bonds that mature after October 1, 2028, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not

earlier than April 1, 2029, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xi) **Series 2020A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, human services and community development facilities, and to refund certain Series 2012A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$314,385,000, designated “Public Improvement Bonds, Series 2020A” (the “Series 2020A Bonds”), dated February 11, 2020.

The Series 2020A Bonds that mature on or before October 1, 2029, are not subject to optional redemption before their maturity. The Series 2020A Bonds that mature after October 1, 2029, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2030, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xii) **Series 2021A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, and human services and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$254,190,000, designated “Public Improvement Bonds, Series 2021A” (the “Series 2021A Bonds”), dated February 9, 2021.

The Series 2021A Bonds that mature on or before October 1, 2030, are not subject to optional redemption before their maturity. The Series 2021A Bonds that mature after October 1, 2030, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2031, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xiii) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the “Refunding Candidates”), all as hereinafter provided:

Series 2013A Bonds that are subject to redemption on or after the date of this Resolution, and

Series 2013B Bonds that are first subject to, and shall be called for redemption on April 1, 2023, and

Series 2014A Bonds that are first subject to, and shall be called for redemption on October 1, 2023, and

Series 2014B Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015A Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015B Bonds that are first subject to, and shall be called for redemption on or after April 1, 2025, and

Series 2016A Bonds that are first subject to, and shall be called for redemption on April 1, 2026, and

Series 2017A Bonds that are first subject to, and shall be called for redemption on April 1, 2027, and

Series 2018A Bonds that are first subject to, and shall be called for redemption on April 1, 2028, and

Series 2019A Bonds that are first subject to, and shall be called for redemption on April 1, 2029, and

Series 2020A Bonds that are first subject to, and shall be called for redemption on April 1, 2030, and

Series 2021A Bonds that are first subject to, and shall be called for redemption on April 1, 2031, and

Any maturity of any of the foregoing series of bonds that mature prior to the first optional redemption date for such series of bonds.

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of \$450,000,000.

Section 2. Authorization of bonds. The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate “[Taxable] Public Improvement [and/or Refunding] Bonds, Series 2022[A], [B].” The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this Resolution. The first interest payment date of such bonds shall be no later than thirteen months after the issuance of such bonds. The bonds shall be issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, and storm drainage improvements shall have an aggregate principal amount not to exceed the sum of the amount required to provide \$300,000,000 for such purposes.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the "Refunded Bonds") shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed \$450,000,000, and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate "Public Improvement Bonds, Series 2022 [A], [B]." If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated "[Taxable] Public Improvement Refunding Bonds, Series 2022 [A], [B]."

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2023, and a final maturity no later than July 1, 2025. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next

preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of \$5,000 and integral multiples of \$5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the “Replacement Bonds”) will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

- (1) DTC determines not to continue to act as securities depository for the bonds;
- (2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or
- (3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC (“Participants”) the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

Section 3. Sale of Bonds. Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and regulations. Bonds sold through a negotiated sale may be sold in a public sale or in a private

placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2022. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

Section 4. Notice of Sale; Bids. If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk for the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution (the “Notice of Sale(s)”). Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system.

Section 5. Official Statement. The draft of the Preliminary Official Statement of the County (the “Preliminary Official Statement(s)”) relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the “final Official Statement(s)”) are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors, the County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statement presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer’s approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

Section 6. Delegation and Standard. (a) *Competitive Sale Delegation* – The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a “delegate”), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2022, subject to the following conditions: (i) a delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the

Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 5.25% for bonds issued on a tax-exempt basis and 5.50% for bonds issued on a taxable basis, and (v) the Board of Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2022, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 5.25% for bonds issued on a tax-exempt basis and 5.50% for bonds issued on a taxable basis and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* – The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

- (1) The series designations of such bonds;
- (2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide \$300,000,000 for such public improvement purposes;
- (3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;
- (4) To determine to use additional County funds, in addition to the proceeds of any bonds issued, to refund the Refunded Bonds;
- (5) The determination of the bonds as serial or term bonds;
- (6) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such

dates, provided that the first maturity date of bonds for public improvement purposes shall occur no later than December 1, 2023, and the final maturity date shall not be later than December 1, 2042;

(7) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(8) The interest payment dates, for the bonds and the record date for the bonds;

(9) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution; and

(10) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2022, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

Section 7. Forms of bonds. The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk for the Board of Supervisors and a facsimile of the official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. _____

\$ _____

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY

[Taxable] Public Improvement [and/or Refunding] Bond, Series 2022 [A], [B]

Maturity Date

Interest Rate

Dated Date

CUSIP

[_____]

_____%

_____, 2022

Fairfax County, Virginia, is justly indebted and for value received hereby promises to pay to

or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

_____ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [_____] 1 or [_____] 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [_____] 1 or a [_____] 1] to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on the 1st days of _____ and _____ in each year, the first interest payment date being _____, 20____, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia, on December 7, 2021 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities and human services facilities and community development facilities [and/or (ii) refunding portions of [] outstanding series of bonds of Fairfax County, Virginia, designated []]].

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

[Insert make-whole or cost-of-funds call provisions, if applicable]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

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

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient

amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

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

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

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

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

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the ____ day of _____, 2022.

(Facsimile signature)

(Facsimile signature)

**Clerk, Board of Supervisors
of Fairfax County, Virginia**

**Chairman, Board of Supervisors
of Fairfax County, Virginia**

(Facsimile seal)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

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

By _____
Authorized Signature

Date of authentication: _____, 2022

(Form of Assignment)

ASSIGNMENT

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

Please insert social security or
other identifying number of assignee

(Please Print or Typewrite Name and Address of Transferee)

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

Dated: _____

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

Signature Guaranteed* by: _____

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

Section 8(a). Optional redemption. The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(9). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed, plus accrued interest to the date of redemption. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds issued as taxable bonds shall not be subject to optional redemption prior to their maturity or upon the recommendation of the Financial Advisor to the County, notwithstanding the maximum redemption price referred to above, a make-whole or cost-of-funds premium shall be permitted for such taxable public improvement refunding bonds.

Section 8(b). Mandatory redemption. The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of such series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the

amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

Section 8(c). Redemption provisions in general. If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's Financial Advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the escrow agent or a depository (either, a "depository") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and

payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 9. Exchange; registration of transfer; Bond Registrar. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

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

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or

registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

Section 10. Full faith and credit pledged. For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

Section 11. Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 12. Tax covenant. The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

Section 13. Certificate concerning delegation. The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

Section 14. Authority of officers. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

Section 15. Certification and filing. The Clerk for the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

A Copy – Teste:

Clerk for the Board of Supervisors

DRAFT Critical Path Events
Fairfax County, Virginia
General Obligation Public Improvement Bonds, Series 2022A

October 2021							November 2021							December 2021							January 2022							February 2022										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
						1	2		1	2	3	4	5	6					1	2	3	4						1						1	2	3	4	5
3	4	5	6	7	8	9	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				
10	11	12	13	14	15	16	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				
17	18	19	20	21	22	23	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				
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31				23	24	25	26	27	28	29	27	28							
31																					30	31																

Week of	Activity & Event	Responsible Party
Oct 11 th	<i>Mon, Oct 11th – Columbus Day (Markets Closed)</i>	--
	NLT Fri, Oct 15th – Draft Annual Comprehensive Financial Report (“ACFR”) data needed for PFM to prep for credit assessment	FX
Oct 18 th	First draft of County & School Board Resolutions, POS, & NOS, collectively, “Bond Documents” distributed	NRF
	Revised draft of Bond Documents distributed	NRF
	Fri, Oct 22nd – Send Resolution to School Board staff [to be confirmed]	FX
Oct 25 th	Comments due on Bond Documents	All
Nov 1 st	<i>Tues, Nov 2nd – Election Day</i>	--
	Revised draft of Bond Documents distributed	--
	Mon, Nov 1st – Meeting with Barbara Byron to discuss Economic Development	FX, PFM
Nov 8 th	<i>Thurs, Nov 11th – Veterans Day</i>	--
	Mon, Nov 8th – Board Title Due	FX
	Wed, Nov 10th – Board Item Due	FX
	Th, Nov 11th – School Board Meeting to consider Resolution	FX
	Comments due on POS/NOS	All
Nov 15 th	Fri, Nov 19th – Credit Assessment Meeting	FX, PFM
	Draft Ratings Presentation distributed	PFM
Nov 22 nd	<i>Thurs, Nov 25th – Thanksgiving Day (Markets Closed)</i>	--
	Revised draft POS/NOS distributed	NRF
	Comments on rating presentation	All
Nov 29 th	Tues, Nov 30th – First Ratings Prep Meeting	FX, PFM
	Plan of Finance Discussion	FX, PFM
	Finalize Ratings Presentation	FX, PFM
	Draft POS & other info sent to Rating Agencies	PFM
Dec 6 th	Tues, Dec 7th – Board considers Bond Documents, [FY21 Annual Report Pub]	--
	Th, Dec 9th – Second Ratings Prep Meeting (if needed)	FX, PFM
	Fri, Dec 10th – S&P Ratings Discussion	FX, PFM
Dec 13 th	Th, Dec 16th – Moody’s & Fitch Ratings Discussions	FX, PFM
Dec 20 th	<i>Fri, Dec 24th – Christmas Holiday Observed (Markets Closed)</i>	--

Legend:

FX = Fairfax County
PFM = PFM Financial Advisors LLC, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

11/5/2021

DRAFT Critical Path Events
Fairfax County, Virginia
General Obligation Public Improvement Bonds, Series 2022A

October 2021							November 2021							December 2021							January 2022							February 2022															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
						1	2							1	2	3	4	5	6													1							1	2	3	4	5
3	4	5	6	7	8	9	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									
10	11	12	13	14	15	16	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									
17	18	19	20	21	22	23	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									
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31					23	24	25	26	27	28	29	27	28											
31																												30	31														

Week of	Activity & Event	Responsible Party
Dec 27 th	<i>Fri, Dec 31st – New Year's Day Observed (Markets Closed)</i>	--
Jan 3 rd	Circulate draft of POS/NOS	NRF
	POS Review Call	FX, NRF, PFM
	NLT Th, Jan 6 th – Ratings Received	--
	Fri, Jan 7th – POS & NOS Posted	NRF
	Fri, Jan 7 th – Apply for CUSIPs	PFM
Jan 10 th	Pre-marketing calls to Underwriters	PFM
Jan 17 th	<i>Mon, Jan 17th – Martin Luther King Jr. Day (Markets Closed)</i>	--
	Wed, Jan 19th – Competitive Sale	FX, PFM
	Circulate draft of Closing Documents	NRF
Jan 24 th	NLT Fri, Jan 28 th – Finalize & Mail OS	NRF
	Comments on Closing Documents	FX, PFM
Jan 31 st	Finalize Closing Documents	NRF
	Wed, Feb 2nd – Closing	All

Legend:

FX = Fairfax County
PFM = PFM Financial Advisors LLC, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

11/5/2021

Schedule of Bond Purposes
FY 2022 Bond Sale - Series 2022A (New Money)

Fund	Category	Referendum Date	BEGIN Authorized But Unissued Balance	FY 2022 Bond Sale Projection	END Authorized But Unissued Balance
County					
300-C30030	Library Facilities	11/6/12	8,000,000	8,000,000	-
300-C30030	Library Facilities	11/3/20	90,000,000	-	90,000,000
300-C30010	NVRPA	11/3/20	9,000,000	3,000,000	6,000,000
300-C30400	Park Authority	11/8/16	54,570,000	15,000,000	39,570,000
300-C30010	Park Authority	11/8/16	7,000,000	-	7,000,000
300-C30400	Park Authority	11/3/20	100,000,000	-	100,000,000
300-C30050	Road Bond Construction	11/4/14	55,140,000	8,000,000	47,140,000
300-C30000	Transportation Facilities (Metro)	11/3/20	143,100,000	41,000,000	102,100,000
300-C30070	Public Safety Facilities	11/3/15	145,510,000	40,000,000	105,510,000
300-C30070	Public Safety Facilities	11/6/18	182,000,000	-	182,000,000
300-C30010	Human Services Facilities	11/8/16	73,600,000	5,000,000	68,600,000
300-C30010	Human Services Facilities	11/3/20	79,000,000	-	79,000,000
200-C20000	Debt Service COI (Includes UW Discount)				
Subtotal County			\$946,920,000	\$120,000,000	\$826,920,000
Schools					
300-S31600		11/7/17	151,850,000	151,850,000	-
300-S31600		11/5/19	360,000,000	28,150,000	331,850,000
300-S31600		11/2/21	360,000,000	-	360,000,000
Subtotal Schools			\$871,850,000	\$180,000,000	\$691,850,000
TOTAL COUNTY AND SCHOOLS			\$1,818,770,000	\$300,000,000	\$1,518,770,000

**A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF
FAIRFAX COUNTY, VIRGINIA, TOTALING \$180,000,000 AND APPROVING THE FORM
OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF**

WHEREAS, at an election duly called and held on November 7, 2017, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$315,000,000 (the “2017 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2017 Referendum was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors of Fairfax County (the “Board of Supervisors”) has heretofore issued \$163,150,000 of the bonds authorized by the 2017 Referendum, leaving a balance of \$151,850,000 authorized but unissued bonds; and

WHEREAS, at an election duly called and held on November 5, 2019, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$360,000,000 (the “2019 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2019 Referendum was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued none of the bonds authorized by the 2019 Referendum, leaving a balance of \$360,000,000 authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the “School Board”) deems it advisable for the Board of Supervisors to (i) issue school bonds authorized in the 2017 Referendum in an aggregate principal amount not to exceed \$151,850,000 and issue school bonds authorized in the 2019 Referendum in an aggregate principal amount not to exceed \$28,150,000 for a total of \$180,000,000 (the “School Bonds”), (ii) determine certain pricing and sale details of the School Bonds, and (iii) determine whether to refund any prior public improvement bonds of the County that were issued for school improvements (the “Board of Supervisors Actions”); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Fairfax County, Virginia:

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, in an aggregate principal amount not to exceed \$180,000,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the "School Board Tax Certificate") to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chairman, Vice Chairman or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chairman, Vice Chairman or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

CERTIFICATE OF THE SCHOOL BOARD

This certificate is provided to Fairfax County, Virginia (the “County”), by the School Board of Fairfax County, Virginia (the “School Board”), in connection with the issuance by the County of its [\$____,____,000 Public Improvement Bonds, Series 2022 [] [] and \$_____ Public Improvement Refunding Bonds, Series 2022 [] [] (collectively, the “Bonds”), the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the “[New] School Projects”) [and to refinance school projects that were financed with the proceeds of the County’s _____ Bonds and _____ Bonds (the “Refunded School Projects” and together with the New School Projects, the “School Projects”)],

The School Board recognizes that some of the representations made by the County in its Tax Certificate, dated _____, 2022, and executed in connection with the issuance of the Bonds (the “Tax Certificate”) must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in [Section 1 of Part B of the Tax Certificate] to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: [(i) with respect to paragraph (d) (“Definition of Private Use”), in the second paragraph, fourth line, after (“General Public Use”), there shall be deemed to be inserted “or other than as is excepted as private use by U.S. Treasury Regulations,” and (ii) with respect to paragraph (e) (“Management and Service Contracts”), the references to Management Contract Safe Harbors shall be deemed to include “or other applicable law.” Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.]

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [____ 1, 20__], except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of states and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal

Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder in effect on the date of original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of Fairfax County, Virginia

By: _____
Name:
Title:

Date: _____, 2022

* * * * *

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on _____, 2021, at _____, Virginia.

Date

Ilene D. Muhlberg, Clerk
School Board of
Fairfax County, Virginia

NOTICE OF SALE

\$ _____ *

FAIRFAX COUNTY, VIRGINIA**Public Improvement Bonds, Series 2022A**

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Board of Supervisors of Fairfax County, Virginia (the “County”), until 10:45 a.m., Fairfax, Virginia Time, on

January ____, 2022*

for the purchase of all, but not less than all, of the \$_____ * Public Improvement Bonds, Series 2022A of Fairfax County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of October in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2022	\$	2032	\$
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	

* Preliminary, subject to change.

The County reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

BID PARAMETERS TABLE FOR THE BONDS†

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due January ____, 2022, at 10:45 a.m. Local Time
Anticipated Delivery/Closing Date:	February ____, 2022	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	October 1, 2022	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page VIII-6, under “Good Faith Deposit”
Zero Coupons:	Not Permitted	Max TIC	-%
Split Coupons:	Not Permitted		
PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 2032*, callable on April 1, 2032*, and thereafter at par	Max. Aggregate Bid Price:	%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	Not to exceed -%
		Low Coupon per Maturity:	Not to be below 2%

† Subject to the detailed provisions of this Notice of Sale.

* Preliminary, subject to change.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds (the “Initial Maturity Schedule”) set forth on page 1 represents an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and

date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the “Bid Maturity Schedule” for the Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters’ discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County’s receipt of the initial public offering prices and yields of the Bonds (the “Initial Reoffering Terms”).

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being October 1, 2022, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the Bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Bonds are being issued as a series of bonds authorized for the purpose of providing funds, with other available funds, for School Improvements (\$180,000,000), Transportation Improvements and Facilities (\$49,000,000), Parks and Park Facilities (\$18,000,000), Public Library Facilities (\$8,000,000), Public Safety Facilities (\$40,000,000), and Human Services and Community Development Facilities (\$5,000,000).

Term Bonds and Mandatory Redemption

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

Optional Redemption

The Bonds maturing on or after October 1, 2032*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, 2032*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective

* Preliminary, subject to change.

bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the County's financial advisor, by telephone at (571) 527-5134. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by 10:45 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date; Other Changes to Notice of Sale"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released

electronically via BiDCOMP/Parity to the County, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under “Award of Bonds” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the aggregate par amount set forth in Bid Maturity Schedule to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit. The wire information will be provided to the apparent successful bidder shortly after the bidding deadline.

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County prior to 5:00 p.m., Fairfax, Virginia Time on the date of receipt of bids. **ALL BIDS SHALL REMAIN FIRM UNTIL 5:00 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS.** An award of the Bonds, if made, will be made by the County within such six and one-quarter hour period of time (10:45 a.m. – 5:00 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds

at the same lowest TIC, the successful bidder will be selected by the County by lot from among all such bidders.

Initial Reoffering Terms

The apparent successful bidder shall provide the initial public offering prices to the public (the “Initial Public Offering Prices”) and yields of each maturity of the Bonds (collectively the “Initial Reoffering Terms”) within 30 minutes of receipt of notice that it is the apparent winning bidder.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP's

involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that, for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the County prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (“Sale Date”) at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters

participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer that is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

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

(ii) any agreement among underwriters or selling group agreement relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the

hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about February ___, 2022, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

Application for CUSIP numbers with respect to the Bonds will be made by the County's financial advisor, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds. The CUSIP Service Bureau's charge for the assignment of numbers shall be paid by the successful bidder.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (571) 527-5134.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Jill G. Cooper, Clerk

Exhibit A

FAIRFAX COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
PUBLIC IMPROVEMENT BONDS, SERIES 2022A

ISSUE PRICE CERTIFICATE
(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A TO ISSUE PRICE CERTIFICATE

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B TO ISSUE PRICE CERTIFICATE

[Copy of Bid Submitted by Underwriter]

Exhibit B

FAIRFAX COUNTY, VIRGINIA

[\$[PRINCIPAL AMOUNT]

PUBLIC IMPROVEMENT BONDS, SERIES 2022A

ISSUE PRICE CERTIFICATE

(if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. *Defined Terms.*

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY __, 2022

NEW ISSUE – Full Book Entry

RATINGS: Fitch: “__”
 Moody’s “__”
 S&P: “__”
 (See “RATINGS” herein)

In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, interest on the Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS” herein for further information.

\$ _____*

FAIRFAX COUNTY, VIRGINIA
PUBLIC IMPROVEMENT BONDS, SERIES 2022A

Dated: Date of Delivery**Due: October 1, as shown on the inside cover page**

Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2022.

The Bonds are being issued for the purpose of financing various public improvements.

The Bonds maturing on and after October 1, 2032*, are subject to redemption prior to maturity as a whole or in part at any time on or after April 1, 2032*, at a redemption price of par plus accrued interest, as described herein. See “THE BONDS – Optional Redemption” herein.

The Bonds will be general obligations of Fairfax County, Virginia (the “County”), for the payment of which the Board of Supervisors of the County is unconditionally obligated to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation.

This page and the inside cover page contain certain information for quick reference only. They are not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. The Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about February __, 2022.

January __, 2022

* Preliminary, subject to change.

FAIRFAX COUNTY, VIRGINIA

\$ _____ * PUBLIC IMPROVEMENT BONDS, SERIES 2022A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND
PRICES/YIELDS

Base CUSIP† Number 30382A

Maturity Date <u>October 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Price or <u>Yield</u>	CUSIP† <u>Suffix</u>
2022	\$	%	%	
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and Fairfax County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

* Preliminary, subject to change.

Fairfax County, Virginia

BOARD OF SUPERVISORS

Jeffrey C. McKay, *Chairman*
Penelope A. Gross, *Vice Chairman*
Walter L. Alcorn
John W. Foust
Patrick S. Herrity
Rodney L. Lusk
Dalia A. Palchik
Kathy L. Smith
Daniel G. Storck
James R. Walkinshaw

COUNTY OFFICIALS

Bryan J. Hill, *County Executive*
Christopher Leonard, *Deputy County Executive*
Rachel O'Dwyer Flynn, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Christina C. Jackson, *Chief Financial Officer and Director, Department of Management and Budget*
Christopher J. Pietsch, *Director, Department of Finance*

COUNTY ATTORNEY

Elizabeth D. Teare, Esquire

PAYING AGENT

Fairfax County Director of Finance
1200 Government Center Parkway, Suite 214
Fairfax, Virginia 22035-0074
(703) 324-3120

FINANCIAL ADVISOR

PFM Financial Advisors LLC
4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

BOND COUNSEL

Norton Rose Fulbright US LLP
799 9th Street NW, Suite 1000
Washington, D.C. 20001-4501
(202) 662-4760

For information relating to this Official Statement please contact:

Joseph M. Mondoro, Chief Financial Officer
Fairfax County, Virginia
12000 Government Center Parkway, Suite 561
Fairfax, Virginia 22035-0074
(703) 324-2391

No person has been authorized by Fairfax County, Virginia (the “County”), to give any information or to make any representations with respect to the County or the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

The Bonds are exempt from registration under the Securities Act of 1933, as amended. The Bonds are also exempt from registration under the securities laws of the Commonwealth of Virginia. The Bonds have not been registered under the Securities Act of 1933, as amended, and the County's bond authorization has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in the acts. The registration or qualification of the Bonds in accordance with applicable provisions of laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

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OFFICIAL STATEMENT
FAIRFAX COUNTY, VIRGINIA

Regarding
\$ _____ * Public Improvement Bonds, Series 2022A

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the “County”), of its \$ _____ * Public Improvement Bonds, Series 2022A (the “Bonds”).

The financial and operating data contained herein and in Appendix IV 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 “GOVERNMENT SERVICES – COVID-19 Matters.”

THE BONDS

Authorization And Purposes

The Bonds will be issued under a resolution (the “Resolution”) adopted by the Board of Supervisors of Fairfax County (the “Board of Supervisors”) on December __, 2021, pursuant to Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the “Act”).

The Bonds will be issued to provide funds[†] in the following amounts* for the following purposes (collectively, the “Public Improvements”):

School Improvements	\$180,000,000
Transportation Improvements and Facilities.....	49,000,000
Public Safety Facilities	40,000,000
Parks and Park Facilities.....	18,000,000
Public Library Facilities.....	8,000,000
Human Services and Community Development Facilities	<u>5,000,000</u>
Total	<u>\$300,000,000</u>

The anticipated sources and uses of the proceeds of the Bonds are summarized below.

* Preliminary, subject to change.

[†] For purposes of this Preliminary Official Statement, it is assumed that proceeds of the Bonds will include a net bond premium in order to fund the purposes described above.

Sources

Par amount of the Bonds	\$0
Net offering premium	<u>0</u>
Total Sources.....	<u>\$0</u>

Uses

Public Improvements.....	\$0
Underwriters' discount	0
Other issuance expenses	<u>0</u>
Total Uses.....	<u>\$0</u>

Description

The Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2022, and will mature in amounts on October 1 in each of the years 2022* through 2041*, inclusive, at rates as set forth on the inside cover page of this Official Statement.

Interest on the Bonds is calculated based on a 360-day year consisting of twelve thirty-day months. The Bonds will be issued in denominations of \$5,000 and integral multiples thereof under the book-entry system of the Depository Trust Company ("DTC"), and principal and interest on the Bonds will be payable in the manner described in Appendix V, "BOOK-ENTRY ONLY SYSTEM."

Optional Redemption

The Bonds maturing on or after October 1, 2032*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, 2032*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Mandatory Sinking Fund Redemption*

[This caption and one or more of the following paragraphs will be included in the final Official Statement only if the successful bidder for the Bonds elects to combine, in accordance with the related Notice of Sale, two or more consecutive serial maturities into any number of term bonds.]

The Bonds maturing October 1, 20__, and October 1, 20__, are subject to mandatory redemption in part, on a pro rata basis, on October 1 in the years shown below, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the date of redemption in an amount equal to the sinking fund installments for such Bonds for such date:

*Preliminary, subject to change.

Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

† Final Maturity
Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

† Final Maturity
Notice of Redemption

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County will cause a notice of such redemption to be filed with the bond registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his or her address appearing upon the registration books of the County, but failure to mail such notice or any defect therein will not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, and the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity of a series then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption will state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption will be deemed to be revoked.

Security

The Bonds are general obligations of the County for which its full faith and credit are irrevocably pledged. The Act requires that the Board of Supervisors shall, in each year while any of the Bonds shall be outstanding, levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due, which tax shall be in addition to all other taxes authorized to be levied in the County.

State Aid Intercept

The provisions of Section 15.2-2659 of the Act, in substance, direct the Governor of Virginia, upon satisfactory proof of default by the County in the payment of principal of or interest on the Bonds, immediately to order the Comptroller of Virginia to withhold all further payment to the County of all funds, or any part thereof, appropriated and payable by the Commonwealth of Virginia (the “Commonwealth” or “State”) to the County for any and all purposes until such default is remedied. For as long as the default continues, the law directs the Governor to require the Comptroller to pay to the holders of such Bonds or the paying agent therefor all of the withheld funds or as much as are necessary to cure, or to cure insofar as possible, the default on such Bonds. The Governor shall, as soon as practicable, give notice of such default and of the availability of funds with the paying agent or with the Comptroller by publication one time in a daily newspaper of general circulation in the City of Richmond, Virginia, and by mail to the registered owners of such Bonds. Although the provisions of Section 15.2-2659 have never been tested in a Virginia court, the Attorney General of Virginia has opined that appropriated funds can be withheld pursuant to its provisions.

Remedies

The Bonds do not specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal of or interest on the Bonds, nor do they contain a provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such default. If a bondholder does not receive payment of principal or interest when due, the holder could seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the Board of Supervisors to levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due. The mandamus remedy, however, may be impracticable and difficult to enforce. The enforceability of rights or remedies with respect to the Bonds (but not the validity of the Bonds) may be limited by bankruptcy, insolvency, or other State or federal laws, heretofore or hereafter enacted, and equitable principles affecting the enforcement of creditors’ rights.

No Litigation Respecting the Bonds

No litigation is pending or, to the best of the County’s knowledge, threatened (a) to restrain or enjoin the issuance, sale, or delivery of any of the Bonds, the application of the proceeds thereof, or the pledge of tax revenues for payment of the Bonds, (b) in any way contesting or affecting any authority for the issuance or validity of the Bonds, (c) in any way contesting the existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County. See “CONTINGENT LIABILITIES AND CLAIMS” for a description of litigation affecting the County.

FAIRFAX COUNTY

GENERAL DESCRIPTION

Overview

Fairfax County (the “County”) is located in the northeastern corner of the Commonwealth of Virginia (the “Commonwealth”) and encompasses a net land area of 407 square miles. Its current estimated population exceeds one million. The County is part of the Washington, D.C., metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of Fairfax County is the Board of Supervisors (the “Board of Supervisors”), which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In Fairfax County there are three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County (more fully discussed in “DEBT ADMINISTRATION – Underlying Bonded Indebtedness”).

Population

Fairfax County’s estimated 2019 population is 1,163,965. In 1980, Fairfax County was the third most populous jurisdiction in the Washington, D.C., primary metropolitan statistical area, as defined by the U.S. Bureau of the Census. By 1990, Fairfax County, with 818,584 residents, had become the most populous jurisdiction in the Washington, D.C. area, having added an average of 22,168 people per year in the 1980s. Population growth during the 1990s and 2000s slowed; on average, the County gained about 9,138 people per year during 2010-2019.

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Fairfax County Population

<u>Calendar Year</u>	<u>Population</u>
1940	40,929
1950	98,557
1960	248,897
1970	454,275
1980	596,901
1990	818,584
2000	969,749
2001	984,366
2002	1,004,435
2003	1,012,090
2004	1,022,298
2005	1,033,646
2006	1,037,311
2007	1,041,507
2008	1,050,315
2009	1,074,227
2010	1,081,726
2011	1,100,692
2012	1,118,602
2013	1,130,924
2014	1,137,538
2015	1,142,234
2016	1,138,652
2017	1,142,888
2018	1,152,873
2019	1,163,965

Sources: U.S. Bureau of the Census (1940-2000, and 2010 Decennial Censuses); FY 2011-2020 Fairfax County Comprehensive Annual Financial Reports

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>	2010	
	<u>Number</u>	<u>Percent (%)</u>
Under 20 years	285,405	26.4
20 – 34	218,781	20.2
35 – 54	339,757	31.4
55 – 64	131,493	12.2
65 and Over	106,290	9.8
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$124,831 and median family income was \$144,687 in 2019. Approximately 37.2% of the County's households and 47.9% of families had annual incomes of \$150,000 or more. The following table shows the 2019 household and family income distribution in the County.

2019 Household and Family Income Distribution (by Percentage)¹

<u>Income Level</u>	<u>Household</u>	<u>Family</u>
Under \$25,000	7.2%	5.0%
\$25,000 – 49,999	9.8%	8.5%
\$50,000 – 74,999	12.3%	8.8%
\$75,000 – 99,999	12.1%	10.1%
\$100,000 – 149,999	21.4%	19.7%
\$150,000 or more	37.2%	47.9%
Median Income	\$124,831	\$144,687

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

¹ Household Income is defined as that income which is available to all residents of a housing unit, regardless of relationship. Income is from all sources, before taxes and deductions, and includes wages, business, retirement, SSI, alimony, child support, interest, etc. Family Income is derived by including only those households containing two or more persons related by blood, marriage or adoption. Percentages may add to more than 100% due to rounding.

Certain County Administrative and Financial Staff Members

Bryan J. Hill, County Executive, was appointed as County Executive by the Fairfax County Board of Supervisors effective January 2, 2018. He was previously the Chief Administrative Officer and Clerk to the Board for James City County from 2014 to 2017; he previously spent seven years with Beaufort County, South Carolina, as deputy county administrator. At James City County, Mr. Hill was responsible for oversight of staff, major infrastructure projects, economic development, transportation initiatives and the development and implementation of that county's first strategic plan. He led the realignment of James City County's debt portfolio, which resulted in AAA ratings from each of the three major bond rating agencies. Mr. Hill also has served as the vice chancellor for finance and operations at the University of South Carolina's Beaufort/Bluffton Campus, and as the director of finance for the University of Maryland's Office of Information and Technology as well as director of administration for the Department of Aerospace Engineering. He has a bachelor's degree in public administration from Alfred University and a master's degree in public administration from the University of Southern California.

Christopher A. Leonard, Deputy County Executive, was appointed on January 2, 2021, by the Board of Supervisors. Mr. Leonard oversees the Park Authority and various departments that make up the provision of Health, Housing, and Human Services in Fairfax County. He has more than two decades of experience as a county employee, starting as a budget analyst in the Department of Management and Budget. Mr. Leonard spent the ten years prior to his current appointment serving as the Director of the Department of Neighborhood and Community Services. In that role, he led the considerable change management effort required for the consolidation of two existing county departments into one department, an effort that resulted in considerable savings. Mr. Leonard earned a bachelor's degree in sport management and a master's degree in public administration, both from West Virginia University.

Rachel O'Dwyer Flynn, Deputy County Executive, was appointed on January 22, 2019, by the Board of Supervisors. Ms. Flynn oversees the Department of Public Works and Environmental Services, the Department of Transportation, the Department of Code Compliance, Land Development Services and the Department of Planning and Development. Ms. Flynn has 35 years of experience in both private and public organizations as an architect, urban planner, director of planning/building/economic development and real estate development executive. Before her appointment as Deputy County Executive, Ms. Flynn was the director of design management, planning and entitlements at Google, and from 2016-2018, she was the vice president of FivePoint Communities. Previously, Ms. Flynn served as the director of the Department of Planning and Building for the City of Oakland, California, from 2013-2016; the director of planning for Otak International in Abu Dhabi from 2011-2012; the director for the Department of Community Development for the City of Richmond from 2006-2011; and the director of the Department of Community Planning and Development for the City of Lynchburg from 1998-2006. Ms. Flynn has led efforts to develop award-winning master plans and city-wide general plans throughout her career. She has been honored with numerous awards from civic and professional organizations for implementing successful and complex plans, progressive environmental initiatives and innovative GIS/technology programs. Ms. Flynn holds a bachelor's degree in architecture and a master's degree in engineering management from Catholic University and a master's in public administration from Harvard University. Ms. Flynn is a licensed architect and a member of the American Institute of Architects.

David M. Rohrer, Deputy County Executive, has worked with the Fairfax County Police Department for almost 32 years and was appointed chief in 2004. In addition, Mr. Rohrer has also served as deputy chief for investigations and operations support; Patrol Bureau commander; Special Operations Division and district commander; SWAT first-line supervisor; and first-line patrol supervisor. Mr. Rohrer has served two terms as chairman of the Metropolitan Washington Council of Governments Police Chiefs' Committee, and he is a member of numerous organizations, including the International Association of Chiefs of Police; the Major Cities Chiefs' Association; the Police Executive Research Forum; and the Virginia Association of Chiefs of Police. Mr. Rohrer holds a bachelor's degree in administration of justice from George Mason University.

Elizabeth D. Teare was appointed County Attorney by the Fairfax County Board of Supervisors effective July 1, 2016. Prior to her appointment, Ms. Teare served as the Deputy County Attorney for the Land Use and Environmental Law Section of the Fairfax County Attorney's Office from 2012 through 2016. From 2009 through 2012, she served as a Senior Assistant County Attorney and from 2000 to 2008 as an Assistant County Attorney. Prior to her tenure with the Fairfax County Attorney's Office, Ms. Teare was an associate attorney with a law firm known at that time as Surovell, Jackson, Colten & Dugan, P.C., in Fairfax, Virginia, from 1992 to 2000. She also worked as an Assistant Attorney General in Richmond, Virginia, in a temporary position from 1991 to 1992. Ms. Teare clerked for the Honorable Rosemarie Annunziata, who was then a Fairfax County Circuit Court Judge, from 1990 to 1991. Ms. Teare has been appointed by the Supreme Court of Virginia to serve on the faculty of the Virginia State Bar's Harry L. Carrico Professionalism Course. In addition, she has lectured on land use and environmental law related issues for the Fairfax County Bar Association and the Local Government

Attorneys of Virginia. Ms. Teare received a Bachelor of Arts degree from Sweet Briar College, magna cum laude with high honors in English, in 1986. In 1990, Ms. Teare received her juris doctorate degree, cum laude, from the Washington and Lee University School of Law and was admitted to the Virginia State Bar later that year.

Christina C. Jackson was appointed Fairfax County's Chief Financial Officer (CFO) effective September 13, 2021. Prior to assuming the duties of CFO, Ms. Jackson served as Director of the Department of Management and Budget of the County (a role she maintains as CFO) since July 2019 and served as Deputy Director from November 2015. Ms. Jackson received her bachelor's degree in Public Policy Studies and Political Science from Duke University and a Master of Public Affairs degree from the University of North Carolina at Greensboro. Ms. Jackson joined the Fairfax County Department of Management and Budget in December 2003 as a budget analyst.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in Finance. In addition, he is a Certified Public Finance Officer, Certified Internal Auditor and a Certified Bank Auditor.

County Employees

As of July 2021, the School Board of Fairfax County, Virginia (the "School Board"), supported 24,839 full time equivalent positions. The County supported 12,003 full time equivalent positions in activities funded directly or supported by the General Fund and 1,290 full time equivalent positions employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System").

Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes.

As part of the 2020 legislative session, the Virginia General Assembly voted to provide localities the ability to collectively bargain with some public employees. The legislation was subsequently signed by the Governor with an amendment making this legislation effective May 1, 2021. The Board's Personnel Committee received a presentation about the framework of collective bargaining from the County's outside legal consultant on March 2, 2021, and held further discussions on this topic as part of follow on Personnel Committee meetings. At the May 25, 2021, Board of Supervisors meeting, County staff presented a draft collective bargaining ordinance for discussion. The Board held a public hearing on the collective bargaining ordinance on October 5, 2021, and approved it on October 19, 2021.

GOVERNMENT SERVICES

Reflecting its urban character, Fairfax County provides a comprehensive range of public services characteristic of its form of government under Virginia law and its integral position within the Washington metropolitan area. The following subsections describe principal governmental services and services performed in conjunction with other governmental entities.

General Government Administration

The County government center complex is located in the Fairfax Center area and is accessible by U.S. Routes 50 and 29, near Interstate Highway 66. The 675,000 square foot government center houses core County services and agencies. Three adjacent County office buildings provide an additional 760,000 square feet of space and house primarily human services, community development and public safety agencies and departments of the County. The County also occupies a 135,000 square foot governmental center for delivery of County services in the southeast part of the County, and has six remote governmental centers throughout the County. The centers provide office space for members of the Board of Supervisors, personnel, police, and building inspectors, and provide meeting rooms for community activities.

In June 2020, the International City/County Management Association (“ICMA”) announced that it had awarded its Certificate of Excellence to Fairfax County for the eleventh consecutive year. The County is among only 27 jurisdictions across the nation being recognized for their superior efforts and results in performance measurement and management with this award – the organization’s highest level of recognition – from the ICMA Center for Performance Measurement™ (“CPM”). The Certificate of Excellence is the highest of CPM’s three levels of recognition, and pays special tribute to the County’s efforts in identifying and reporting to the public key outcome measures and surveying of residents and employees, as well as the pervasiveness of performance measurement in the County’s culture.

Fairfax County’s Comprehensive Annual Financial Report for the fiscal year ended June 30, 2019, received the Certificate of Achievement for Excellence in Financial Reporting for the 42nd year from the Government Finance Officers Association (“GFOA”). Fairfax County has also earned GFOA’s Distinguished Budget Presentation Award for the past 36 years. This award represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff to meet the highest principles of public budgeting. The Association of Public Treasurers of the United States and Canada (“APT”) has awarded the County certification for its investment policy every year since 1998, confirming that the County meets the high public investment standards set forth by the Association. Written investment policies submitted to the APT received vigorous peer team review for conformity with principles of sound investment management, careful public stewardship, and adoption of the profession’s best practices.

Public Schools

Fairfax County Public Schools (“FCPS”) is the largest educational system in the Commonwealth and the tenth largest school system nationwide, ranked by enrollment. The system is directed by a twelve-person School Board elected by County residents to serve four-year terms. A student representative with a one-year term participates in the School Board’s discussions but does not vote. Because the School Board is not empowered to levy taxes or to incur indebtedness, the operating costs of FCPS are provided by transfers to the School Board from the General Fund of the County and the federal and Commonwealth governments (see “FINANCIAL INFORMATION – General Fund Summary” herein). Capital construction funding for public school facilities is provided primarily by the sale of general obligation bonds of the County.

The FCPS system is a high-quality system offering a variety of programs. There is a strong academic program for college-bound students. More than 92% of FCPS graduates self-reported plans to enroll in post-secondary educational programs. In addition to the traditional academic curriculum, the Thomas Jefferson High School for Science and Technology provides a four-year college preparatory program for students who have a strong interest and high aptitude in mathematics, science, computer science, engineering, or related professional fields. The school is designated as one of the Governor’s

magnet schools for science and technology, and students from other Northern Virginia counties are admitted on a tuition-paying basis.

FCPS also offers an extensive program for students pursuing opportunities in technical careers, with courses in business, health occupations, industrial technology, marketing, trade and industrial, and family and consumer sciences studies. In addition, there are special programs offered for gifted children and for students with disabilities spanning ages 2 through 21. FCPS also provides an extensive adult education program offering basic education courses and general education, vocational, and enrichment programs.

As of FY 2022, the School Board operates 192 schools and 7 special education centers:

Fairfax County Public Schools

<u>Type of School</u>	<u>Number of Public Schools</u>
Elementary School	142
Middle School	23
High School	22
Secondary School ¹	3
Alternative High School	2
Special Education Center	<u>7</u>
Total	199

Source: Fairfax County Public Schools FY 2022 Approved Budget

¹ Grades 7-12.

The number of students attending Fairfax County Public Schools increased overall between FY 2013 and FY 2021. Enrollment for FY 2021 was 190,634, an increase of 9,375 students over the FY 2013 enrollment. FY 2022 approved enrollment is 189,596 students.

Fairfax County Public Schools Enrollment

<u>Fiscal Year</u>	<u>Number of Public School Students</u>	<u>% Change</u>
2013	181,259	-
2014	183,895	1.45%
2015	185,914	1.10
2016	185,979	0.03
2017	186,842	0.46
2018	188,403	0.84
2019	187,521	(0.47)
2020	188,355	0.44
2021	190,634	1.21
2022	189,596	(0.54)

Source: Fairfax County Public Schools FY 2022 Approved Budget

The average per pupil expenditures based on FY 2021 budget operating costs for several Washington metropolitan area jurisdictions are as follows:

Washington Metropolitan Area Per Pupil Expenditures

<u>Jurisdiction</u>	<u>Per Pupil Expenditures</u>
Arlington County	\$19,581
Falls Church City	19,228
Alexandria City	18,147
Montgomery County (Md.)	16,759
Fairfax County	16,505
Loudoun County	15,214
Manassas City	13,705
Prince William County	12,641
Manassas Park	12,057

Sources: FY 2021 Washington Area Boards of Education Guide; FCPS FY 2022 Approved Budget.

Note: Data not available for Prince George's County as part of the FCPS FY 2022 Approved Budget.

Of the Advanced Placement (AP) tests taken by FCPS students in 2020, 75% rated a score of 3 or above (on a grading scale of 1 to 5). In 2020, 36,169 AP tests were given, an increase of 1.2% from 2015. Students who score a 3 or above on at least three AP exams are recognized by the College Board as AP Scholars; the total number of FCPS students recognized as AP Scholars rose from 6,204 in 2015 to 6,548 in 2020.

For the 2019-2020 school year, FCPS' average SAT score was 1211, compared with the Virginia average of 1116 and the national average of 1051.

Public Works

The Department of Public Works and Environmental Services ("DPWES") provides essential management, professional engineering, design, and construction services in support of the construction of roads, sidewalks, trails, storm drainage, sewers, street lights, bus shelters and public facilities (except schools, housing, and parks). DPWES is also responsible for the acquisition of land for, and timely construction of, public facilities projects contained in bond referenda questions approved by the voters of Fairfax County. See "DEBT ADMINISTRATION – Bond Referenda Authorization" herein.

The County's wastewater system provides sewer service to residents and businesses through a system of approximately 3,300 miles of sewer lines, 63 pumping stations, 57 metering stations and one treatment plant owned and operated by the County. Wastewater generated in the County is treated at one County-owned treatment facility (Noman M. Cole, Jr., Pollution Control Plant), four inter-jurisdictional treatment facilities (District of Columbia Water and Sewer Authority's Blue Plains Facility, and plants operated by the Upper Occoquan Sewage Authority, Arlington County, and Alexandria Renew Enterprises), and one private treatment facility (Harbor View Wastewater Treatment Plant). The County's treatment capacity in the six facilities totals 156.7 million gallons per day ("mgd"). In addition, the County has purchased 1.0 mgd from the Loudoun County Sanitation Authority and 0.1 mgd of capacity from the Prince William County Service Authority for future flow needs in the southern portion of the County. In July 2019, the County sold 0.5 mgd of its allocation at the Upper Occoquan Sewage Authority to the City of Manassas.

The County's stormwater management program is managed on a comprehensive watershed basis and consists of regulatory compliance, dam safety and facility rehabilitation, stream and water quality, emergency and flood control, conveyance system rehabilitation, contributory funding requirements and

operating support. The stormwater system has multiple projects and initiatives underway in support of the County's environmental priorities.

DPWES manages and operates the I-95 Sanitary Landfill located on approximately 500 acres in the southern portion of the County. This facility is operated on a "special fund" basis, which utilizes tipping fees to pay for the operation and capital expenditures of the landfill. Since January 1, 1996, the landfill has been dedicated to the disposal of ash generated primarily by the incineration of municipal solid waste at the Arlington/Alexandria Energy-from-Waste Facility and the I-95 Energy/Resource Recovery Facility ("E/RRF") located in Fairfax County. On older portions of the landfill, the County has initiated closure activities, which involve placing a synthetic or low permeability soil cap over the closed section of the landfill along with installation of landfill gas extraction wells and leachate collection systems. Capping activity has been completed on approximately 260 acres of the site. The closure project is a multi-phase construction project to continue through the remaining life of the facility. The County has established reserves for this purpose and has met the financial assurance requirements established by the Virginia Department of Environmental Quality regarding closure and post-closure care. Additional landfill requirements, whether debris or municipal solid waste, are met through separate contracts.

The E/RRF, which is operated by Covanta Fairfax, Inc., burns solid waste delivered to the facility from the County, other local governments, and merchants. The facility has a dependable electric capacity rating of 63 megawatts for sale to Dominion Virginia Power, although it has the ability to generate over 80 megawatts. Fairfax County and the Fairfax County Solid Waste Authority, which was created by the County, entered into a service contract in August 1987 with Ogden Martin Systems of Fairfax (now Covanta Fairfax, Inc.), under which Covanta Fairfax, Inc., was obligated to design, construct, operate, and maintain a 3,000 ton per day resource recovery facility at the I-95 Landfill Site. On April 11, 2014, the County and Covanta Fairfax, Inc. entered into a Waste Disposal Agreement ("WDA") that became effective on February 2, 2016, and had an initial five-year term that has since been extended to February 1, 2026. Under the WDA, the County's delivery commitment is 650,000 tons (as may be adjusted under the terms of the WDA). During FY 2020, the E/RRF processed 671,008 tons of material.

Water Supply Service

Fairfax Water ("FW") provides retail water service to residents of Fairfax County and the cities of Fairfax and Falls Church. In addition, FW supplies water for resale, principally in the City of Alexandria, Loudoun County, Prince William County, Fort Belvoir, Towns of Vienna and Herndon. The average total retail and wholesale population served by FW is estimated at 2,000,000 persons. FW, which operates the largest water system in the Commonwealth of Virginia, was established by the Board of Supervisors in 1957 to develop a comprehensive, County-wide water supply system through the acquisition of existing systems and the construction of new facilities. FW is an independent body administered by a ten-member board appointed by the Board of Supervisors. FW finances its capital improvements through the issuance of revenue bonds that are not backed by the full faith and credit of the County but principally repaid by revenues derived from charges for services rendered. Effective April 1, 2021, FW's basic retail water charge is \$3.33 per 1,000 gallons, plus a quarterly service charge (currently \$14.40 for most single family homes and townhouses). To pay for treatment and pumping capacity which is used only during periods of high demand, FW also levies a peak use charge of an additional \$3.90 per 1,000 gallons (also effective April 1, 2021), on customers who exceed their winter quarter consumption by 6,000 gallons or 30%, whichever is greater. There also are fees for initial connection to the system and for opening, closing, or transferring an account.

FW uses three sources of water supply (Occoquan and Potomac Rivers and the Washington Aqueduct), operates associated treatment, transmission, storage, and distribution facilities, and provides

service to approximately 281,000 retail accounts in Fairfax County, with an average daily consumption of about 166 million gallons per day (“mgd”). The combined maximum daily capacity of the supply and treatment facilities is 376 mgd, which is sufficient to meet current demand.

Under an agreement with the Board of Supervisors, FW annually submits a 10-year capital improvement program which is reviewed and approved by the Board of Supervisors as part of the County’s total capital improvement program. FW’s 10-year Capital Improvement Program for FY 2021-2030 includes projects totaling \$853,462,000.

Environmental Initiatives

In July 2019, the County launched its Office of Environmental and Energy Coordination (OEEC) to advance environmental and energy priorities. The creation of the OEEC reflects the County’s commitment to environmental and sustainability initiatives. The Sustainability Initiatives Report for Fiscal Year 2020 provides an overview of many of the projects and programs in support of the targets, goals and policies adopted by the Board of Supervisors. Additional information regarding OEEC, including its targets, goals, and policies, can be found at <https://www.fairfaxcounty.gov/environment-energy-coordination/>.

On July 13, 2021, the Board of Supervisors adopted a new greenhouse gas emissions reduction goal through the Carbon Neutral Counties Declaration. Led by Fairfax County, the Carbon Neutral Counties Declaration provides a mechanism for counties across the country to commit to operational emissions reductions. By signing the declaration, Fairfax County pledged to be energy carbon neutral by 2040, work with state and federal counterparts to advance this goal and to ensure it is implemented equitably.

Also on July 13, 2021, the Board of Supervisors adopted an update to the Fairfax County Operational Energy Strategy (“OES”), which includes an overarching goal of carbon neutrality. To significantly reduce the fossil fuel usage and resulting carbon emissions of County government operations, the updated OES sets ambitious goals across eleven focus areas and provides examples of supporting actions that can be taken to help achieve these reductions. All County buildings that begin design after July 13, 2021, will be designed in compliance with the OES. The full OES can be found on the County’s website at:

<https://www.fairfaxcounty.gov/environment-energy-coordination/sites/environment-energy-coordination/files/assets/documents/fairfax-county-operational-energy-strategy-2021.pdf>

In addition, the Board of Supervisors and School Board formed the Joint Environmental Task Force, or JET, with the mission of joining the political and administrative capabilities of the county and the school system to proactively address climate change and environmental sustainability. The JET issued its Final Report in October 2020 with an overarching recommendation of energy carbon neutrality by 2040 and supporting recommendations in the areas of energy, transportation, waste and recycling, and workforce development. In October 2020, the Board of Supervisors accepted the JET’s Final Report and directed staff to begin work on an implementation plan.

Transportation

General

Fairfax County is served by various highway, rail, and air transportation facilities. The Capital Beltway (Interstate Highways 95 and 495), Interstate Highways 395 and 66 and the Dulles Toll Road

provide access to all parts of the Washington metropolitan area and major surface transportation corridors along the eastern seaboard. The Washington Metropolitan Area Transit Authority (“WMATA”) Metrorail system provides area residents with one of the largest and most modern regional transit systems in the world.

Two major airports serve the County with daily national and international service. Washington Dulles International Airport (“Dulles Airport”), located along the County’s western boundary, is also the site of a designated Foreign Trade Zone. Ronald Reagan Washington National Airport, located a few miles east of the County, is accessible by Interstate Highways 66 and 395. In 1987, control of these facilities was transferred by a 50-year lease from the federal government to the Metropolitan Washington Airports Authority (“MWAA”), a public authority created by inter-jurisdictional compact between the Commonwealth and the District of Columbia. In June 2003, the lease was extended to 2067.

Ground transportation receives significant attention from the County, primarily in an effort to relieve traffic congestion along the major arterials leading to Washington, D.C., and also to facilitate cross-County movement, connecting established and developing centers of commerce and industry. Recent efforts have included increased local funding for highway improvements, establishment of transportation improvement districts, creation of County transit systems, continued participation in WMATA, and other improvements which encourage increased use of Metrorail, bus services, and carpooling. The County also participates in a regional commuter rail system to expand transportation services available to County residents. In Virginia, the Commonwealth is generally responsible for highway construction and maintenance. However, highway improvement needs in Fairfax County far exceed the highway revenues available from the Commonwealth.

Since 1993, funding for County transportation projects has been received from Commonwealth bond financing, Federal Highway Reimbursement Anticipation Notes, Commonwealth general funds, fuel tax collections, County bond financing, Northern Virginia Transportation Authority tax collections and other revenue sources. A few of the many projects supported by these funding sources have included the Fairfax County Parkway, the County’s share of capital costs for the WMATA’s Metrorail system, the Dulles Toll Road, and improvements to U.S. Route 1, U.S. Route 29, I-66, I-95, I-495, the Fairfax County Parkway, State Route 7 and State Route 28.

Metro Transit System

Since 1970, Fairfax County and the other major political subdivisions in the Washington, D.C., metropolitan area have contracted with WMATA to finance, construct and operate a 103-mile Metrorail subway and surface rail transit system. Funding for the construction of the Metrorail system has come from direct Congressional appropriations and by direct local contributions. Five Interim Capital Contributions Agreements between WMATA and the participating political jurisdictions were executed to fully fund and complete the original 103-mile adopted regional system. In July 2014, 11.5 miles of the Silver Line extension were completed and began operation. It is anticipated that during FY 2022, an additional 11.6 miles will be added to the system with completion of Phase II of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport and the final terminus in Loudoun County.

WMATA’s Board of Directors periodically adopts a Capital Improvement Plan (“CIP”), which prioritizes and maintains the existing capital plant and rolling stock of the Metrobus and Metrorail systems. The regional counter-parties to WMATA periodically agree to updated funding agreements regarding their portion of capital priorities and infrastructure renewal projects. The County issues bonds as the primary source of the County’s share of WMATA’s CIP.

In 2018, the Virginia General Assembly adopted legislation to provide annual dedicated funding sources to WMATA to address long-term capital needs. Revenue sources previously dedicated to the Northern Virginia Transportation Authority for the Transient Occupancy Tax and Grantor's Tax, in addition to redirecting two statewide revenue sources (state recordation tax currently used to pay bonds from the Northern Virginia Transportation District Fund and motor vehicle rental tax revenues), have been redirected to WMATA. Also, a price floor on the regional gas tax was established to provide further dedicated funds to WMATA.

The County's operating assistance to WMATA is funded from the General Fund, gasoline tax receipts, and State aid. Fairfax County's share of the bus and rail operating subsidies for FY 2013-FY 2022 are shown in the following table:

**Fairfax County WMATA Operating Subsidies
(Millions of Dollars)**

<u>Fiscal Year</u>	<u>Bus Operations^{1,2}</u>	<u>Rail Operations¹</u>	<u>ADA Para- transit¹</u>	<u>Less State Aid³</u>	<u>Less Gas Tax Receipts⁴</u>	<u>Adjustments and Interest Applied</u>	<u>Net General Fund</u>
2013	\$48.829	\$26.209	\$12.424	\$49.734	\$28.568	\$0.056	\$9.104
2014	52.118	34.952	13.351	63.893	23.274	4.119	9.135
2015	53.349	39.271	13.367	69.971	24.501	1.974	9.541
2016	57.820	46.666	13.661	91.867	17.262	0.168	8.850
2017	63.200	42.186	13.262	91.247	15.841	0.701	10.859
2018	63.732	58.237	13.417	106.977	16.631	0.874	10.904
2019	63.106	62.230	14.884	108.403	18.407	1.039	12.371
2020	65.273	70.136	20.803	95.546	18.287	1.292	41.087
2021	59.549	74.167	20.157	73.907	18.000	0.300	61.666
2022	65.490	88.500	23.010	118.942	18.000	5.000	35.058

Sources: Fairfax County Department of Transportation and Department of Management and Budget

¹ The amounts shown for operating subsidies represent actual disbursements in those years. Adjustments based on final WMATA annual audited figures are incorporated in the fiscal year in which the credit for an overpayment was applied or a debited amount was paid rather than the fiscal year in which the credit or debit was earned. Fiscal Years 2013-2020 are actual amounts, and FY 2021 and FY 2022 are estimates.

² Includes other service enhancements.

³ Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

⁴ A 2% retail gasoline tax is dedicated to mass transit costs in those Northern Virginia jurisdictions covered by the Northern Virginia Transportation Commission ("NVTC"). The receipts from this tax are paid to NVTC, which then allocates these funds to participating jurisdictions for payment of transit operating, capital and debt service costs.

Tax Districts

Transportation improvement districts provide another source of funding for transportation improvements in the County. The County, together with Loudoun County, a neighboring jurisdiction, formed the Route 28 Highway Transportation Improvement District (the "Route 28 District") in 1987 to accelerate highway improvements proposed by the Commonwealth to State Route 28. State Route 28 runs approximately parallel to the County's western border and connects State Route 7 in eastern Loudoun County to U.S. Route 50 and Interstate Highway 66 in western Fairfax County. The initial improvements, which consisted of expanding State Route 28 from two to six lanes, with additional turning lanes, are now complete. State Route 28 provides access to Washington Dulles International Airport, as do the Dulles Access Road and the Dulles Toll Road, both of which connect the Capital Beltway to Dulles Airport. Such improvements were financed from proceeds of a special improvements

tax (the “Route 28 Special Improvements Tax”) collected from owners of real property zoned for commercial and industrial use in the Route 28 District and bonds issued by the Fairfax County Economic Development Authority (the “EDA”) secured by the Route 28 Special Improvements Tax collections.

In 2001, the Virginia General Assembly enacted legislation permitting the creation of one or more special transportation taxing districts located between the West Falls Church Metrorail station and the Dulles Airport area to provide a means of financing an extension of rail service in the Dulles Corridor. The structure of any such district is modeled after the existing Route 28 District. In February 2004, pursuant to a petition submitted by landowners representing a majority of the assessed value of property zoned for commercial or industrial use in the Tysons and Reston commercial districts, the Board of Supervisors formed the Phase I Dulles Rail Transportation Improvement District (the “Phase I District”) to provide funds to support the County’s share of Phase I of a proposed expansion of the Metrorail system to Dulles Airport and beyond (“Phase I”). Funds for financing the County’s \$400 million share of the Phase I expansion of the Metrorail system are provided from a real estate tax levy on all property zoned for commercial and industrial use in the Phase I District (the “Phase I Special Improvements Tax”). In December 2013, the County provided to MWAA its required \$400 million share for the Phase I Project from the proceeds of the Phase I Special Improvements Tax and from bonds issued by the EDA secured by the Phase I Special Improvements Tax collections. Metrorail service for Phase I began in July 2014.

Phase II of the Silver Line expansion of the Metrorail system (“Phase II”) will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. In October 2009, the County received a valid petition to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts to provide \$330 million toward the County’s portion of the Phase II financing. The Phase II tax district was approved by the Herndon Town Council on November 11, 2009, and by the Fairfax County Board of Supervisors on December 7, 2009. On May 9, 2014, the United States Department of Transportation (“USDOT”) approved an application of the County to receive loans in the aggregate principal amount of up to \$403,274,894 plus capitalized interest to fund County obligated Phase II project costs (the “TIFIA Loan”). The TIFIA Loan closed on December 17, 2014. As of June 30, 2021, the outstanding balance on the TIFIA Loan, including accrued interest, was \$447,480,044.

County Transit Systems

Within the County, the Fairfax Connector System provides feeder bus service to Metrorail Stations. The Fairfax Connector operates 84 routes to 13 Metrorail Stations, which include the Dunn Loring, Crystal City, Franconia-Springfield, Huntington, McLean, Pentagon, Pentagon City, Spring Hill, Tysons Corner, Van Dorn Street, Vienna, West Falls Church, and Wiehle-Reston East stations. Private contractors operate and maintain the service and have the responsibility to employ and supervise all transit personnel, while the Board of Supervisors maintains control and approves all policies for bus service such as routes and service levels, fare structures, and funding assistance. The Fairfax Connector System is supported from General Fund and fare box revenues. FY 2020 actual results also include support of \$6.2 million from State aid. The Fairfax Connector carried approximately 6.8 million passengers in FY 2020. FY 2021 ridership is projected to be approximately 7.1 million, and FY 2022 ridership is anticipated to be approximately 7.1 million. Fairfax Connector System expenditures totaled approximately \$99.3 million in FY 2020, and are projected to be \$116.5 million in FY 2021, and \$131.6 million in FY 2022, including capital expenditures. The County runs three permanent maintenance and garage facilities for the Fairfax Connector System, with bus operations management provided by a third-party contractor.

Commuter Rail

Fairfax County is a member of the Northern Virginia Transportation Commission and, in cooperation with the Potomac and Rappahannock Transportation Commission, is a participating jurisdiction in the operation of the Virginia Railway Express (“VRE”) commuter rail service. As of July 2021, the service consisted of eight peak period trips from south of the County in Spotsylvania County to north of the County in the District of Columbia and six peak trips that run from west of the County in the City of Manassas to north of the County in the District of Columbia. Under a Master Agreement among VRE’s participating jurisdictions, the County is to contribute to capital, operating, and debt service costs of the VRE on a pro rata basis according to its share of ridership. The County’s share of the FY 2022 commuter rail operating and capital budget is \$6.4 million.

Parks, Recreation and Libraries

Fairfax County provides a variety of recreational, educational, and cultural activities and services. In FY 2020, the Fairfax County Public Library system (the “Library System”) made more than 8.9 million loans and recorded more than 3.1 million visits to its 23 branches, and reported more than 2.3 million user visits to its web site, reduced as a result of the COVID-19 pandemic from the prior fiscal year’s 10.9 million loans, 4.5 million visits and 3.0 million user visits to its web site. The Library System offers free events and activities, including puppet shows for toddlers, story time for school-aged children, book discussion groups for teens, author visits for adults, and English conversation classes for English for Speakers of other Languages customers (or new arrivals). The Library System also makes library services available and accessible to people who have disabilities or are homebound.

The Department of Neighborhood and Community Services provides a variety of recreational, community, and human services for County residents. These services include senior adult programs and centers, therapeutic recreation services for individuals with disabilities, a variety of youth programs including recreational activities at youth centers, community-based recreational opportunities, support for Fairfax County’s various volunteer sports councils and leagues, and a variety of volunteer opportunities.

Fairfax County also operates an extensive park system that provides a variety of recreational activities and facilities. Under the direction of a 12-member Park Authority Board appointed by the Board of Supervisors, the Fairfax County Park Authority (“FCPA”) works with constituents, government leaders and appointees to implement Park Authority Board policies, preserve and protect natural and cultural resources, and facilitate the development of park and recreation programs and facilities. FCPA oversees operation and management of a 23,607-acre County park system with 427 parks, nine recreation centers, eight golf courses, an ice skating rink, 209 playgrounds, 668 public garden plots, five nature centers, three equestrian facilities, 452 FCPS athletic fields, 43 synthetic turf fields, 263 Park Authority-owned athletic fields, 82 historic sites, two waterparks, a horticultural center, and more than 334 miles of trails. In FY 2020, FCPA welcomed almost 19.5 million visitors to parks, groomed fields for more than 200 youth and adult sports organizations, improved its trail system, and worked to control non-native invasive plants, promote native species and preserve woodlands and green open spaces.

FCPA charges fees for the use of certain park facilities including the recreation and fitness centers, classes, camps, programs and golf courses, which are operated on a cost recovery basis, and represent approximately 65% of FCPA’s funding. The remaining operating funds are appropriated by the Board of Supervisors from the County’s combined general fund, providing the main operating funds for natural and cultural preservation and protection, administrative tasks, general access parks, planning and development, and park maintenance and operations. User fees do not cover the cost of new development of facilities, land acquisition, or the major renovation of existing facilities. These improvements are

funded primarily through revenue bonds and general obligation bonds. General obligation bonds are primarily used for the renovation of existing facilities.

The Northern Virginia Regional Park Authority (“NVRPA”), an independent entity in which the County participates, operates 31 parks covering approximately 12,000 acres throughout Northern Virginia including the County. NVRPA is continually in the process of completing, acquiring, developing, or expanding its regional park facilities.

Community Development

The Fairfax County Redevelopment and Housing Authority (“FCRHA”) was established in 1966 to meet low and moderate income family housing needs. It owns or administers housing developments in Fairfax County with staff and funding provided from County, federal, Commonwealth, and private sources. As of June 2021, the FCRHA owns or operates 94 properties, which are comprised of over 3,800 apartments, townhouses, senior retirement homes, assisted living facilities, and specialized housing units. The FCRHA also owns other specialized housing such as mobile home pads and beds in group homes. The FCRHA also administers 5,199 federal Housing Choice Vouchers and Rental Assistance Demonstration-Project Based Vouchers. In addition, effective July 1, 2021, the U.S. Department of Housing and Urban Development (“HUD”) awarded the FCRHA 169 Emergency Housing Vouchers as part of the American Rescue Plan of 2021. In FY 2021, more than 17,000 people were served through the FCRHA’s major affordable housing programs: the Housing Choice Voucher (HCV) and the Rental Assistance Demonstration-Project-Based Voucher (RAD-PBV) assistance programs and the Fairfax County Rental Program (FCRP). In FY 2021, the average income of households served in these programs plus the local Bridging Affordability tenant subsidy program was approximately \$22,725, or 22% of Area Median Income for a family of two (the average size of the households served). This meets HUD’s definition of “extremely low income.”

The FCRHA has provided various financing resources to developers to help create or preserve privately owned multifamily developments. The FCRHA has issued fix-rate bonds for 45 multifamily financings totaling approximately \$680 million. The Board of Supervisors adopted the Countywide and Tysons Workforce Dwelling Unit Administrative Policy Guidelines (the “WDU Policies”) in 2007 and 2010, respectively. In February 2021, the Board of Supervisors approved an amendment to the WDU Policies to lower the eligibility threshold of the committed rental units from the previous limit of 120 percent of the Area Median Income (“AMI”) to households earning between 60 and 80 percent of AMI.

The WDU Policies were designed to encourage the development of rental and for-sale units affordable to households with a wide range of income throughout the County. The WDU Policies provide a proffer-based incentive system that encourages the voluntary development of WDUs in the County’s high-density areas in exchange for a “density bonus” in these areas consistent with its Comprehensive Plan. The current WDU Policies create between 8 to 20 percent of total new units as WDUs for households earning up to 120 percent of the Area Median Income and allow a maximum density bonus of up to 20 percent. As of October 1, 2021, the WDU Policies have produced approximately 1,773 WDUs (1,747 rental and 26 for-sale).

In 2019, the Board established a WDU Policy Task Force to evaluate the WDU Policies to ensure the WDUs provided would enable housing affordability in the County. The WDU Policy Task Force presented its policy recommendations to the Board in June 2020. In July 2020, the Board authorized consideration of a Comprehensive Plan Amendment based on the WDU Policy Task Force’s policy recommendations. The Board approved the Comprehensive Plan Amendment on February 23, 2021.

Other County services include efforts to increase local employment opportunities by encouraging and retaining business and industrial development through the County's EDA. On July 1, 2007, the County established an Office of Community Revitalization and Reinvestment ("OCR"). The mission of the OCR is to facilitate strategic redevelopment and investments within targeted commercial areas of the County that align with the community vision, and improve the economic viability, appearance and function of those areas. Among other initiatives, the OCR is charged with working with property owners and the community to facilitate interest and participation in commercial development activities, and to develop public/private partnerships that further the County's revitalization, redevelopment, and reinvestment efforts. As part of the FY 2020 Adopted Budget Plan, OCR and the Department of Planning and Zoning were merged into the newly created Department of Planning and Development.

Health and Welfare

The County provides services designed to protect, promote, and improve the health and welfare of Fairfax County citizens through a decentralized human services program. Based on individual needs, County human service centers define a comprehensive assistance plan that utilizes the services provided by all County departments. The County operates human service centers in locations convenient to residents to provide financial, medical, vocational, and social services. The Fairfax-Falls Church Community Services Board ("CSB") is responsible for planning, organizing, and providing services to individuals who have a mental illness, intellectual disability, or a substance use disorder. The CSB provides state mandated services to assist, improve, and maximize the potential of individuals affected by these conditions and strengthen their capacity for living self-determined, productive, and valued lives. The CSB is part of the Fairfax County Human Services System providing its services at many sites throughout the County, including seven community mental health centers, several outpatient sites, a detoxification center, group homes, consumer-operated drop-in centers, and several specialized residential treatment sites.

The County also provides subsidized day care programs for older adults and children of low-income families, two special needs centers that serve emotionally disturbed or physically challenged children, and group homes for youth with serious emotional disturbances. Residential treatment services are also offered in the areas of substance abuse as well as substance abuse outpatient and specialized day treatment programs. Vocational and residential programs are also available for adults with intellectual disabilities and serious mental illness.

Financial assistance and social services are available to eligible residents. For low-income families and individuals, the Department of Family Services ("DFS") administers federal, Commonwealth, and local programs, such as public assistance, employment and training, and subsidized child care, as well as programs targeted to at-risk children, such as child abuse prevention, Child Protective Services, Foster Care and Adoption, and services purchased under the Comprehensive Services Act. For older adults, DFS also administers programs that include federal funds granted to localities, Commonwealth funds and additional support from the County. The federal and state governments partially reimburse DFS for the cost of administering the programs based on an annual allocation to the County as well as program costs. DFS operates the County's School-Age Child Care ("SACC") program in 139 centers located in 136 Fairfax County public schools, one FCPS community building, one County recreation center, and one County community center. Approximately 11,000 children participate in before-and-after-school SACC programs during the school year and in full-day programs in the summer and during school vacations. Since FY 1986, the County has provided a comprehensive County transportation service, Fastran, for qualified elderly, disabled, and low-income persons. Transportation is provided by bus, van, or cab on a door-to-door basis to County programs, medical care, grocery stores, and other destinations.

COVID-19 Matters

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to a large number of other countries, including the United States, and to the Commonwealth and was declared a pandemic by the World Health Organization on March 11, 2020. The COVID-19 (Coronavirus) pandemic quickly and significantly changed the economic outlook across the country and the world, including within the County. On March 12, 2020, Governor Northam declared a state of emergency in the Commonwealth. Following such declaration, the Governor imposed a range of restrictions designed to mitigate the spread of COVID-19, including physical distancing, teleworking and universal mask-wearing requirements. In the spring of 2021, the Governor lifted many of the restrictions previously imposed. As of June 30, 2021, the state of emergency expired.

Throughout the pandemic, the County carefully and conservatively managed its financial position using multiple strategies. For example, in Spring 2020, County agencies were requested to defer all non-critical expenditures for the remainder of FY 2020 and all revenue categories were closely monitored. Additional budget reviews with the Board of Supervisors Budget Committee were added to the calendar to implement and enact changes, as needed, and to appropriate the funds received from federal stimulus acts. Additionally, the County identified savings that were set aside in a new General Fund Pandemic Reserve. In FY 2020, General Fund Revenues and Transfers In totaled \$4.46 billion, a 2.4% increase over FY 2019. FY 2020 General Fund Expenditures and Transfers Out totaled \$4.42 billion, resulting in an increase in the County's total General Fund reserves. On a preliminary basis, in FY 2021, General Fund Revenues and Transfers In are expected to exceed the Revised Budget and General Fund Expenditures are expected to be below the Revised Budget.

Fairfax County Public Schools ("FCPS") provided primarily virtual learning from March 2020 through January 2021. FCPS successfully completed a month-long hybrid return of students and staff to FCPS buildings between February 16, 2021, and March 16, 2021. FCPS also participated in the winter sports season, and several high schools have phased in student activities for the remainder of the school year. FCPS returned to five days a week of in-person learning in Fall 2021.

The County and its services remained open and available throughout the pandemic. In providing these services, the County continues to follow public health guidance such as requiring face masks inside all County facilities. On September 3, 2021, the County provided notification that it will require all employees to be fully vaccinated or submit to weekly testing as a condition of employment by October 11, 2021. Employees who have already been vaccinated were to submit verification by September 24, 2021. All unvaccinated employees, with or without a religious or medical exemption, will be required to submit to weekly testing. Test kits will be distributed to unvaccinated employees through multiple sites throughout the County. The tests will be self-administered and collected on a scheduled basis from assigned distribution sites. Testing costs will be paid by the County.

The financial and operating data contained in this Official Statement are as of the dates and for the periods indicated, a portion of which were prior to the outbreak of the COVID-19 pandemic. Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 pandemic on the County's general economic and financial condition.

County Stimulus Funding

As of September 1, 2021, the County has received, or is anticipated to receive \$670.3 million of stimulus funds to support the County's response to the COVID-19 pandemic, which includes \$200.2 million from the CARES Fund, \$35.6 million anticipated as a result of approved Federal Emergency

Management Agency (FEMA) reimbursements, \$211.6 million in grants and other awards, and \$222.9 million anticipated through the American Rescue Plan Act (ARPA). In addition, Fairfax County Public Schools has been awarded or anticipates funding of \$326.5 million as described below.

Per the federal Consolidated Appropriations Act of 2021 enacted on December 27, 2020, the deadline for the use of Coronavirus Relief Fund money was extended from December 30, 2020, to December 31, 2021. As of September 2021, \$196.7 million of the County's \$200.2 million has been encumbered or expended to the following areas: Relief Initiative to Support Employers (RISE) Grant program to small businesses and non-profits, the County's public health response and contact tracing program, support for County residents requiring assistance for basic needs, medical isolation program for vulnerable residents, support for County small businesses and non-profits, costs related to personal protective equipment and enhanced sanitation practices, expenses related to expanded telework options for County employees, and support for the towns of Herndon, Vienna, and Clifton.

The County has submitted and has been approved for reimbursements totaling \$35.6 million through FEMA. County expenses incurred were for personal protective equipment, disinfectant, non-congregate sheltering, and cleaning supplies.

The County has also been awarded \$211.6 million in grants and other awards, for the County and for the Fairfax County Public Schools, to support pandemic response efforts. Notable funding allocations were provided to the following areas. The County also received notification from WMATA of \$26 million in funding from the Federal Transit Administration (FTA) through the CARES act to support the County's Connector bus transit system. The Virginia Department of Health has provided the County approximately \$36 million to support the County's contact tracing program, COVID-19 testing, support for Community Health Workers, and the hiring of additional County epidemiologists. The County also received notification that it has been awarded \$34.5 million in Emergency Rental Assistance to aid households unable to pay rent and utilities due to COVID-19. The \$30.9 million balance of funding covers a number of County areas including support for low-income housing, utility payment relief, public safety personnel, and workforce development.

Additionally, the County is projected to receive \$222.6 million in additional direct federal assistance through the American Rescue Plan ("ARP"), which was signed into law on March 11, 2021. On June 8, 2021, the Board of Supervisors approved the \$111.5 million appropriation of the first tranche of funding received through the ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The second tranche is expected no earlier than twelve months following the first payment. Allowable uses of ARPA funds include the response efforts and revenue losses incurred as a result of COVID-19. The County has developed an initial spending plan which includes expenses relating to public health response, small business assistance, workforce development, and affordable housing investments. The deadline to spend these funds is December 31, 2024, and cannot be used to offset revenue losses resulting from tax rate reductions or to make pension plan payments.

The Fairfax County Public Schools has been awarded or anticipates funding of \$326.5 million. This includes \$294.3 million in Elementary and Secondary School Emergency Relief (ESSER) Funds from the United States Department of Education and \$32.2 million from the Governor's allocation of federal CARES money to assist public schools in Virginia.

County staff continue to provide monthly stimulus funding reports to the Board of Supervisors, and abide by all federal reporting requirements on a monthly and quarterly basis.

Judicial Administration

Fairfax County's court system is one of the most sophisticated systems in Virginia in its use of advanced case management techniques and rehabilitation programs. The County uses automated systems to support case docketing and record retrieval, electronic filing and imaging in the land recordation process, juror selection, service of notices and subpoenas, and the processing of criminal and traffic warrants and collecting delinquent tax obligations.

The County has undertaken rehabilitation efforts through the Juvenile and Domestic Relations District Court and the Office of the Sheriff. These efforts include work training programs and counseling services for both adult and juvenile offenders. Additionally, residential treatment services are provided for juvenile offenders, and a work release program is provided for offenders confined in the County's Adult Detention Center.

Public Safety

A number of agencies share responsibility for public safety in Fairfax County. The Police Department, which is responsible for law enforcement, has an authorized strength of 1,517 police officers and 322 civilian personnel, with 10 positions supported by grant funding, effective July 1, 2021. The Police Department is accredited by the Virginia Law Enforcement Professional Standards Commission, which signifies the Police Department's compliance with standards that are specific to Virginia law enforcement operations and administration. The commanders of the eight police district stations located throughout the County have considerable latitude to tailor their operations to provide police services in ways most responsive to the needs of their respective communities, including community policing endeavors. The department has specialized units that operate as both standing (staffed full time) and non-standing units (staffed as needed), including the Helicopter Division, which operates two helicopters to provide support to general police operations, traffic monitoring, emergency medical evacuation, and rescue support; the Criminal Intelligence Unit, which provides an effective response to organized criminal activity including terrorist-related, gang, and bias crimes; the Gang Unit, which provides regional leadership directed at combating gang crime through prevention and enforcement initiatives; and the Language Skills Support Unit, which serves to bridge the gap in the diverse cultures in the community by providing language support for the successful resolution of major criminal investigations.

Over the past 10 years, the County has maintained one of the lowest rates of serious crimes among jurisdictions in the Washington metropolitan area and among comparable suburban jurisdictions throughout the United States. Additionally, the Police Department has continually attained a clearance rate for violent crimes such as murder, rape, and robbery far above the national averages for such offenses. At the same time, Fairfax County has maintained one of the lowest per capita costs for police services of all the local jurisdictions in the Washington metropolitan area.

Fire and rescue services are provided by 1,426 paid uniformed personnel, 186 paid civilian support personnel, and approximately 300 operational volunteers as of July 1, 2021. The County operates 38 fire and rescue stations. The department operates various specialty units, including paramedic engine companies, a hazardous materials response unit, a technical rescue operations team, an arson canine unit, and a water rescue team whose members are certified in swift water rescue. The department also supports regional, national, and international emergency response operations through maintaining and supporting the Urban Search and Rescue Team ("US&R"). US&R operates under the auspices of the Department of Homeland Security for domestic responses and is sponsored by the United States Agency for International Development/Office of Foreign Disaster Assistance for international deployments. In addition to emergency response, the department provides various non-emergency services.

In May 2004, the Office of Emergency Management was established as a separate agency serving as the County's focal point for emergency preparedness and internal and external coordination to respond to natural, technological, and terrorist-related emergencies. Employees provided emergency management services for Fairfax County, including the Towns of Clifton, Herndon and Vienna. The major areas of focus include emergency management planning and policy, the County-wide emergency training and exercise program, public preparedness and education, and enhancement of response and recovery capabilities.

ECONOMIC FACTORS

Economic Development

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority ("EDA"), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs and assists in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at over 119.0 million square feet as of year-end 2020. At that time, construction activity totaled approximately 2.7 million square feet. The direct vacancy rate for the office market was 14.6 percent as of year-end 2020. Including sublet space, the office vacancy rate was 15.5 percent.

The base of technology-oriented companies, particularly in computer software development, computer systems integration, telecommunications, and Internet-related services, has served as a magnet for the expansion and attraction of business and professional services. Government contractors, as well as diversified business and financial services, have added to the demand for prime office space in a number of key employment centers throughout the County.

Federal civilian employment in the County makes up 4.1 percent of the total jobs in the County. Federal employment declined slightly in 2020. Due to the COVID pandemic, overall employment declined 4.9 percent in 2020 after increasing 1.6 percent in 2019 and 1.8 percent in 2018. For 2020, employment in the County decreased by 30,587. Employment losses were high in the Leisure and hospitality sector, while employment decreased by just 0.5 percent in the Professional and business services sector. County General Fund Revenue decreased 1.3 percent in FY 2021 primarily because the amount of pandemic-related revenue received from the federal government declined in FY 2021 compared to FY 2020. Absent this pandemic-related revenue, actual FY 2021 revenue increased by 0.7 percent over FY 2020. Real estate tax receipts rose 3.7 percent while current personal property tax receipts decreased 1.3 percent. Current business professional and occupational license ("BPOL") tax revenue decreased 1.5 percent. The combined consultant and business license categories, which represent almost 45 percent of total BPOL receipts and include federal contractors, increased 4.3 percent over the FY 2020 level. The remaining categories fell a combined 8.5 percent. Sales tax receipts rose 2.8 percent over the FY 2020 level.

There are over 120 hotels in the County, totaling over 19,700 hotel rooms. Hotel development parallels commercial construction in terms of diversity of concept and design with a variety of product and service mixes (all-suites, business meeting facilities, and leisure facilities) in the marketplace.

Improvements to the County's transportation system, including increased service levels at Washington Dulles International Airport, helped increase corporate activities dependent on immediate access to travel throughout the region, country, and world. The Metrorail service extension (the Silver Line) from the East Falls Church station, through Tysons through Dulles Airport, to Route 772 in Loudoun County will continue to help foster economic growth.

The Board of Supervisors and the County actively support revitalization and redevelopment throughout the County, particularly in its more mature business areas. Many enhancements have been made to the residential and commercial neighborhoods in Annandale, Bailey Crossroads/Seven Corners, the Lake Anne section of Reston, the Springfield and McLean central business districts, Merrifield, and the Richmond Highway corridor in the southeastern portion of the County. A number of capital improvement projects and other construction in process or already completed have improved the appearance and quality of life of these communities.

The most notable area of redevelopment in the County, Tysons – Fairfax County's "downtown" – is undergoing a transformative land-use replanning effort. Spurred by the Metrorail expansion project, the County is working to set the stage for Tysons's evolution into a more urban-scale, pedestrian-friendly environment, with more housing, recreation and open space in addition to more-dense office and retail development. Tysons currently has over 38.5 million square feet of office, retail, and other commercial space and is behind only downtown Washington's Central Business District and the East End submarkets in the entire Washington D.C. metropolitan area in total office inventory, and has 15.1 million square feet of residential space. Now that Phase I of the Metrorail expansion has been completed, it is expected that Tysons will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades. County staff, in cooperation with private participants, created a 501(c)(6) membership organization known as the Tysons Partnership in January 2011. The Tysons Partnership provides a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance. On January 8, 2013, the Board of Supervisors established, by ordinance, the Tysons Transportation Service District No. 1 (the "Tysons Service District") to provide transportation infrastructure and transit services within Tysons. As the governing board of the Tysons Service District, the Board of Supervisors is empowered to levy and collect a tax on any property within Tysons Service District's boundaries to finance the transportation infrastructure and transit services projects. The tax rate of \$0.04 per \$100 of assessed value was adopted by the Board of Supervisors as part of the FY 2014 Adopted Budget Plan, and this rate remained unchanged as part of the FY 2015 Adopted Budget. However, in the FY 2016 Adopted Budget Plan, the tax rate increased one cent from \$0.04 to \$0.05 per \$100 of assessed value. The tax rate has remained unchanged at \$0.05 per \$100 of assessed value from FY 2017 through the FY 2022 Adopted Budget Plan.

Employment

As of the first quarter of 2021, there were more than 37,000 payroll business establishments (units) including global, corporate and regional headquarters, technology firms, sales and marketing offices, and business services located in Fairfax County, employing over 592,000. Local businesses create employment in diversified areas like computer software development and systems integration, technical services, management consulting, government contracting, Internet-related services, wholesale and retail trade, and financial services.

The following table presents data on the average number of payroll establishments and employment by major industry classification in Fairfax County as of the first quarter of 2021.

**Businesses and Employment by Industry
Fairfax County, Virginia¹**

<u>Industrial Classification</u>	<u>Number of Establishments</u>	<u>Average Payroll Employment for Quarter</u>
Agriculture, Forestry, Fishing and Hunting	17	52
Mining, quarrying, and oil and gas extraction	11	73
Utilities	24	1,275
Construction	2,312	23,154
Manufacturing	447	4,920
Wholesale Trade	1,057	13,571
Retail Trade	2,578	48,306
Transportation and Warehousing	388	12,838
Information	918	21,178
Finance and Insurance	1,675	27,793
Real Estate and Rental and Leasing	1,696	9,339
Professional and Technical Services ²	10,127	158,528
Management of Companies and Enterprises	359	20,761
Administrative and Waste Services	1,938	42,025
Educational Services	715	10,139
Health Care and Social Assistance	4,171	58,831
Arts, Entertainment, and Recreation	415	4,794
Accommodation and Food Services	2,227	33,036
Other Services except Public Administration	5,253	17,697
Unclassified	975	1,908
Federal Government, all industries	139	26,543
State Government, all industries	28	9,000
Local Government, all industries	70	47,058
Total	37,540	592,819

Source: Virginia Employment Commission, Quarterly Census of Employment and Wages, Fairfax County, first quarter of 2021

¹ Excludes self-employed business owners.

² 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 50 largest private, base sector (non-retail) employers as of September 2020. Companies are alphabetized in their size category.

Largest Private Employers in Fairfax County

5,000-10,000+ Employees

<u>Company Name</u>	<u>Type of Business</u>
Amazon	Professional, Scientific and Technical Services
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Capital One*	Financial Services
Freddie Mac*	Financial Services
General Dynamics*	Professional, Scientific and Technical Services
Inova Health System*	Health Care
SAIC*	Professional, Scientific and Technical Services

1,000-4,999 Employees

<u>Company Name</u>	<u>Type of Business</u>
Accenture	Professional, Scientific and Technical Services
AECOM	Professional, Scientific and Technical Services
AT&T	Information
BAE Systems	Professional, Scientific and Technical Services
Bechtel	Professional, Scientific and Technical Services
Boeing Company	Professional, Scientific and Technical Services
CACI	Professional, Scientific and Technical Services
Catholic Diocese	Other Services
CGI	Professional, Scientific and Technical Services
Constellis*	Professional, Scientific and Technical Services
Cvent*	Professional, Scientific and Technical Services
Deloitte	Professional, Scientific and Technical Services
Ernst & Young	Financial Services
Greenspring Village	Health Care
HCA Virginia	Health Care
Hilton*	Accommodation and Food Services
IBM	Professional, Scientific and Technical Services
Insperty	Administrative Support
Jacobs	Professional, Scientific and Technical Services
Kaiser Foundation	Health Care
KPMG	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
Logistics Management Institute	Professional, Scientific and Technical Services
ManTech International*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Financial Services
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
Perspecta*	Professional, Scientific and Technical Services
PriceWaterhouseCoopers	Financial Services
Quest Diagnostics	Health Care
Securitas	Administrative Support
Sunrise Senior Living*	Health Care
T-Mobile	Telecommunications
United Parcel Service	Transportation

500-999 Employees

<u>Company Name</u>	<u>Type of Business</u>
Allied Universal	Administrative Support
Carahsoft*	Professional, Scientific and Technical Services
Chenega	Professional, Scientific and Technical Services
ICF International	Professional, Scientific and Technical Services
Microsoft	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
Raytheon	Professional, Scientific and Technical Services
Washington Gas and Light	Utilities

Source: Fairfax County Economic Development Authority, List of 50 Largest Employers September 2020. Excludes public-sector and retail entities. Employment figures are for company facilities in Fairfax County only. Additionally, these numbers include employees, not independent contractors. Type of Business description for each firm is based on two-digit North American Industry Classification System (NAICS) codes. Companies may have business activities in other two-digit NAICS sectors.

*Company with headquarters in Fairfax County.

A list of the top ten new or expanded office projects within the County announced in the second quarter of 2021 is shown below:

New or Expanded Commercial Projects

<u>Name of Company</u>	<u>Type of Business</u>	<u>Projected New/Additional Employment</u>
Guidehouse	Consulting	920
Alpha Omega Integration	Information technology	154
RIVA Solutions	Information technology	136
TekMasters	Information technology	100
StarKist (Korea)	Manufacturing	83
Spin Systems	Management services	21
Cellebrite USA (Israel)	Information technology	19
Government Scientific Source	Bio/health sciences/healthcare	16
AMPCUS	Information technology	15
Harmonia Holdings Group	Information technology	15

Source: Fairfax County Economic Development Authority

Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. Following the onset of the COVID-19 pandemic, the average unemployment rate in Fairfax County in 2020 increased to 5.7%. The average Virginia and U.S. unemployment rates during the same period were 6.1% and 8.3%, 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>
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	5.8	6.2	8.1
2021 ¹	4.2	4.7	6.1

Sources: U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

¹ The calendar year 2021 data represents the average unemployment rate from January 1, 2021, to July 31, 2021.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 576,733 in the second quarter of 2020. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

Covered Employment¹

<u>Second Quarter</u>	<u>Covered Employment in Fairfax County</u>	<u>% Change</u>
2012	597,533	-
2013	595,638	(0.32%)
2014	588,507	(1.20)
2015	596,878	1.42
2016	603,348	1.08
2017	610,318	1.16
2018	619,796	1.55
2019	630,536	1.73
2020	576,733	(8.53)

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages

¹ Covered employment means employees covered by state and federal unemployment laws.

Construction Activity

The following table includes data for residential and commercial construction activity in the County:

Fiscal Year	Building Permits				Estimated Housing Units Started
	Residential Properties		Industrial and Commercial Properties		
	Number ¹	Estimated Value (000s)	Number ¹	Estimated Value (000s)	
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
2020	9,005	959,102	6,711	820,010	3,657

Sources: Building permits provided by Fairfax County Land Development Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

¹ Includes new and alteration/repair permits issued. Does not include trade permits issued.

Housing

As reported in January 2021, single-family detached housing units represented 46.3% of the total housing units within Fairfax County in 2020. Single-family attached housing accounted for 24.0%, and multi-family housing made up the remaining 29.7% in 2020. The median market value of all owned housing units, including condominiums, in Fairfax County in 2020 was estimated by the Department of Management and Budget to be \$553,970.

Housing Units by Type of Structure

	<u>1990</u>		<u>2000</u>		<u>2010</u>		<u>2020</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Single-Family:								
Detached ¹	163,029	53.9	181,591	50.6	191,873	48.4	196,238	46.3
Attached ²	67,306	22.3	87,171	24.3	98,972	25.0	101,893	24.0
Multi-Family ³	<u>72,129</u>	<u>23.8</u>	<u>90,198</u>	<u>25.1</u>	<u>105,541</u>	<u>26.6</u>	<u>125,956</u>	<u>29.7</u>
Total	<u>302,464</u>	<u>100.0</u>	<u>358,960</u>	<u>100.0</u>	<u>396,386</u>	<u>100.0</u>	<u>424,087</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1990-2000) and 2010 and 2020 data from Fairfax County Department of Management and Budget

¹ Single-Family detached includes all single-family homes and mobile homes.

² Single-Family attached includes duplexes, townhouses, and multiplex units.

³ Multi-Family includes condominiums, apartments and other units in structures with a common entryway.

The average sale price of housing units within the County comparing May 2020, with May 2021, is listed below:

Average Sale Price Housing Units

<u>Type of Structure</u>	<u>May 2021</u>	<u>May 2020</u>	<u>% change</u>
All Homes	\$732,472	\$629,757	16.3%
Detached Homes	957,186	789,731	21.2
Attached Homes	486,572	438,077	11.1

Source: Fairfax County Department of Management and Budget Economic Indicators –June 2021

Colleges and Universities

Sixteen institutions of higher education are located in Fairfax County: George Mason University, ITT Technical Institute, Marymount University, Missouri State University (Department of Defense Studies), Northern Virginia Community College, Potomac College, Stratford University, Strayer University, University of Fairfax, University of North America, University of Phoenix, University of Virginia-Northern Virginia Center, Virginia International University, Virginia Polytechnic Institute, Washington Bible College – Capital Bible Seminary, and Westwood College. Two campuses of the University of Virginia (both Virginia Tech and the Falls Church campus) are located in the Northern Virginia Graduate Center in the County. George Mason University, with an enrollment of more than 33,000 students, offers over 200 degree and certificate programs. The Northern Virginia Community College serves more than 76,000 students in credit courses and non-credit workforce and professional development programs at six campuses and two centers throughout Northern Virginia. American University, George Washington University, Catholic University, and Virginia Commonwealth University also operate programs in the County's secondary schools and on military installations within the County.

Cultural Amenities

Wolf Trap Farm Park for the Performing Arts, a cultural facility internationally renowned for its ballet, symphony, concert, and opera offerings, and the only national park for the performing arts in the U.S., is located in north-central Fairfax County. Nearly 300 cultural organizations – theater and opera companies, music and dance groups, community arts centers, festivals, and other activities – are based in

and around the County. The County also assists in supporting the Fairfax Symphony, an internationally recognized orchestra that provides a variety of musical programs and outreach services to County residents. Other well-known attractions in the County include Mount Vernon, the home of George Washington; Woodlawn Plantation, George Washington's wedding gift to his nephew; Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia; and the National Museum of the United States Army at Fort Belvoir. The region also boasts professional baseball, basketball, football, ice hockey, and soccer.

DEBT ADMINISTRATION

Statement of Bonded Indebtedness

Pursuant to the Constitution of Virginia and the Public Finance Act (Code of Virginia of 1950, §15.2-2600 et seq.), a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the Board of Supervisors of the County is required to levy, if necessary, an annual ad valorem tax on all property in the County subject to local taxation.

As of June 30, 2020, the County had outstanding the following amounts of general obligation bonds:

<u>Purpose</u>	<u>Total General Obligation Bonds</u>
School	\$1,435,772,700
General Government	<u>823,272,300</u>
Total General Obligation Bonded Indebtedness ¹	<u><u>\$2,259,045,000</u></u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

¹ See "Debt Administration – Debt Service on Tax Supported Debt Obligations" herein for outstanding debt service as of January __, 2022.

The County does not rely upon short-term borrowings to fund operating requirements. The County has never defaulted in the payment of either principal or interest on any general obligation indebtedness.

Limits on Indebtedness

There is no legal limit on the amount of general obligation bonded indebtedness that Fairfax County can at any time incur or have outstanding. However, all such indebtedness must be approved by voter referendum prior to issuance. Since 1975, the Board of Supervisors has established as a financial guideline a self-imposed limit on the average annual amount of bond sales. In May 2018, the Board of Supervisors increased the bond sale target to \$1.5 billion over a 5-year period, or an average of \$300 million annually, with the flexibility to expand to a maximum of \$325 million based on market conditions and/or priority needs in any given year. The actual amount of bond sales will be determined by construction funding requirements and municipal bond market conditions.

The Board of Supervisors also has imposed limits which provide that the County's long-term debt should not exceed 3% of the total market value of taxable real and personal property in the County. The limits also provide that annual debt service should not exceed 10% of annual General Fund disbursements. These limits may be changed by the Board of Supervisors, and they are not binding on future Boards of Supervisors of the County.

Bond Referenda Authorization

The following chart presents by purpose Fairfax County's authorized but unissued general obligation bond indebtedness as of January __, 2022:

<u>Authorized Purpose</u>	<u>Principal Amount Authorized but Unissued as of January __, 2022</u>
School Improvements	\$871,850,000
Public Safety Facilities	327,510,000
Transportation Improvements and Facilities	198,240,000
Parks and Park Facilities	170,570,000
Human Services Facilities	152,600,000
Library Facilities	98,000,000
Total	<u>\$1,818,770,000</u>

Source: Fairfax County Department of Management and Budget

Other Tax Supported Debt Obligations

The Board of Supervisors of the County directly or indirectly appoints all or a portion of the governing body of several legally independent local and regional authorities that provide services to the County and its constituents. Such authorities include those that issue revenue bonds that are not general obligations of the County and issue debt supported directly or contingently by appropriations of tax revenues by the County. The full faith and credit of the County are not pledged to secure such bonds.

Beginning in 1996, the Fairfax County Redevelopment and Housing Authority ("FCRHA") has issued \$42,460,000 of revenue bonds in seven series to finance the construction or renovation of five community center buildings, two adult day health care centers, one Head Start facility and one senior center. The County was obligated by the terms of triple net lease agreements or payment agreements with FCRHA to pay amounts equal to debt service on FCRHA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of funds for such purpose. The coincidental terms of the various bonds, lease agreements and payment agreements extend to May 1, 2029. On March 10, 2010, the EDA issued \$43,390,000 revenue bonds (Six Public Facilities Projects) (the "2010 Bonds") and provided a portion of the proceeds of the 2010 Bonds to the County to enable the County pursuant to its lease agreements with FCRHA to purchase five facilities financed from FCRHA bond issuances in 1996, 1998, 1999 and 2004. FCRHA used the funds provided by the County to redeem or defease the four series of bonds that financed the applicable facilities. On September 13, 2017, the original series issued by FCRHA in 2003 financing a head start facility was fully redeemed.

In July 2000, the Fairfax County Board of Supervisors entered into a Master Development Agreement with a private developer to finance and construct a 135,000 square foot government center in the southeastern region of the County. In November 2000, \$29,000,000 of Certificates of Participation ("Certificates" or "COPs") were issued, secured by a triple net lease on the property between the developer and the County. The County was obligated by the terms of the lease agreement to pay an amount equal to the debt service on the Certificates. The County accepted the government center as substantially complete in February 2002. A portion of the proceeds of EDA's 2010 Bonds were provided to the County to enable the County to exercise an option to purchase the government center (the "South County Government Center Purchase"). The purchase price provided by the County was used to defease

the COPs. The County is obligated by the terms of a contract with the EDA to pay amounts equal to debt service on the EDA's 2010 Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. In April 2019, the EDA issued Refunding Revenue Bonds, Series 2019 to refund the EDA's 2010 Bonds for debt service savings. The Series 2019 Bonds and the related contract extend to April 2032, which is no change from the 2010 Bonds.

In June 2003, EDA issued \$70,830,000 of Revenue Bonds (Laurel Hill Public Facilities Project), backed by a contract with the County. Approximately \$55,300,000 of the bonds were allocable to the financing of a new public secondary school in the southern part of the County and \$15,530,000 of the bonds were allocable to the financing of a new 18-hole public golf course in the southern part of the County. The County is obligated by the terms of a contract with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to June 2033. In April 2012, EDA issued its \$47,745,000 Revenue Refunding Bonds (Laurel Hill Public Facilities Projects), Series 2012A to refund a portion of the bonds issued in 2003. [Revise to reflect 2021 refunding].

On January 27, 2005, EDA issued \$60,690,000 of Revenue Bonds (School Board Central Administration Building Project Phase I) (the "School Board Building Bonds"), backed by a contract with the County. The bonds were issued to finance the purchase of certain property, including an existing office building thereon, the purchase of certain land adjacent thereto and the improvement of the existing building for use by the School Board as an administration building. The County is obligated by a contract with EDA to pay amounts equal to debt service on the School Board Building Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the School Board Building Bonds and the contract extend to April 2035. In June 2014, EDA issued \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) to refund a portion of the School Board Building Bonds.

On December 27, 2005, the Fairfax County Park Authority ("FCPA") issued two promissory notes in the aggregate amount of \$12,900,000 for the purpose of providing a portion of the purchase price of a conservation easement for preservation purposes on an approximately 41-acre parcel of land, and options to purchase certain land. This land is known as "Salona," a historic site within the County. The County is obligated by the terms of a contract with FCPA to pay amounts sufficient to pay the principal and interest installments on the promissory notes when due. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the promissory notes and contract extend to December 2025.

On February 16, 2006, FCRHA issued a \$40,600,000 Bond Anticipation Note (Affordable Housing Acquisition) Series 2006 (the "Series 2006 Note"). The Series 2006 Note was issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex, known as Crescent Apartments, to further FCRHA's goal of preserving existing affordable housing in Fairfax County. In 2007, 2008, 2011 and 2013 FCRHA issued bond anticipation notes, each time to refinance previous bond anticipation notes issued for the financing or refinancing of the Crescent Apartments project that were not paid from County money set aside to promote affordable housing. In February 2015 the County and FCRHA entered into a direct loan agreement with Bank of America, N.A. (the "Crescent Apartments Loan Agreement"), in a principal amount of \$18,260,000, which together with other County funds refinanced the 2013 Notes. In February 2018, FCRHA issued its Revenue Bonds (Crescent Affordable Housing Acquisition), Series 2018A (Federally Taxable) (the "Series 2018 Bonds") in the aggregate amount of \$11,175,000 with a five-year amortization to refinance the loan payments.

The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2018 Bonds. The coincidental terms of the Series 2018 Bonds and the related payment agreement extend to October 2022.

On November 28, 2007, FCRHA issued \$105,485,000 Bond Anticipation Notes (Affordable Housing Acquisition) Series 2007B (the “Series 2007B Notes”). The Series 2007B Notes were issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex located in Annandale, Virginia. In 2008, FCRHA issued bond anticipation notes to refinance the Series 2007B Notes. On August 20, 2009, FCRHA issued its Revenue Bonds (Affordable Housing Acquisition) Series 2009 in the aggregate amount of \$94,950,000 (the “Series 2009 Bonds”) to pay a portion of the principal amount of the 2008 outstanding bond anticipation notes. A portion of the principal amount of the 2008 bond anticipation notes, and the interest due on such notes, was paid from money set aside to promote affordable housing. On August 13, 2019, FCRHA issued its Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series 2019 in the aggregate amount of \$61,795,000 (the “Series 2019 Bonds”) to refund a portion of the principal amount of the Series 2009 Bonds outstanding. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2019 Bonds. The coincidental terms of the Series 2019 Bonds and the related payment agreement extend to October 2039.

In July 2011, EDA issued \$99,430,000 of Revenue Bonds (Wiehle Avenue Metrorail Station Parking Project) (the “2011 Wiehle Bonds”). The bonds were issued to finance a portion of the costs of construction of a public parking facility to serve the Wiehle Avenue Metrorail Station that was constructed as part of the extension of Washington Metropolitan Area Transit Authority’s Metrorail System in the Dulles Corridor. The County is obligated by contract with EDA to pay amounts equal to debt service on the 2011 Wiehle Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to August 2034. On May 5, 2020, EDA issued \$62,285,000 of Revenue Refunding Bonds (Wiehle Avenue Metrorail Station Parking Project), Series 2020 (the “2020 Wiehle Bonds”), to refund for debt service savings all of the 2011 Wiehle Bonds maturing on or after August 1, 2021.

In May 2012, EDA issued \$65,965,000 of Fairfax County Facilities Revenue Bonds, Series 2012A (Community Services Facilities Projects) (the “2012 EDA Bonds”), backed by a contract between the County and EDA. The bonds were issued to finance the improvement of certain properties to be used by the County as a mental health facility and as a neighborhood community center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to March 2042. In August 2017, EDA issued its 2017B County Facilities Projects Refunding Bonds (hereinafter defined) to refund certain outstanding maturities of the 2012 EDA Bonds. [Revise to reflect 2021 refunding].

In November 2013, the County issued an \$11,085,000 special subfund revenue bond (the “2013 VRA Bond”) to Virginia Resources Authority (“VRA”). In return for issuing the 2013 VRA Bond, VRA provided the County with a portion of the proceeds realized from its autumn 2013 pooled financing bond transaction. The 2013 VRA Bond was issued to finance renovations to a complex that serves as a senior housing and assisted living facility, a senior center and an adult day health care center in the County. The County is obligated by a contract with VRA to pay amounts equal to the debt service on the 2013 VRA Bond. The County’s obligation to make such payments is subject to the annual appropriation by the

Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2013 VRA Bond and the contract extend to October 2033.

In June 2014, EDA issued \$170,690,000 of Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) (the “2014A County Facilities Projects Bonds”). The 2014A County Facilities Projects Bonds were issued to provide funds to finance the costs of the construction of a building to serve as a public safety facility for the County and the construction of a related parking garage, to refund and redeem prior to their respective maturities certain outstanding School Board Building Bonds and to capitalize interest on a portion of the Series 2014A County Facilities Projects Bonds. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the Series 2014A County Facilities Projects Bonds and the contract extend to October 2034. [Revise to reflect 2021 refunding].

In June 2014, EDA issued \$30,175,000 of Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “2014B County Facilities Projects Bonds, and together with the 2014A County Facilities Projects Bonds, the “2014 County Facilities Projects Bonds”) to provide funds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in the southeastern corner of the County, for a price sufficient to enable the lessee to retire all of its indebtedness relating to the Workhouse Arts Center. The County leased the 55-acre site and existing historic structures of the Lorton Correctional Complex to the lessee in 2006, and the lessee incurred over \$50 million in debt through EDA to finance improvements to convert the Complex into a center for visual and performing arts. The County plans to provide for the continuation of the existing educational and cultural programs at the Center, while the County conducts a study of the optimum uses of and develops plans for further improvements to the Center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2014B County Facilities Projects Bonds and the contract extend to October 2033. [Revise to reflect 2021 refunding].

On December 17, 2014, EDA entered into a loan agreement with the United States Department of Transportation and obtained a Transportation Infrastructure Financing and Innovation Act (“TIFIA”) loan in the principal amount up to \$403,274,894 (plus capitalized interest). Proceeds from the TIFIA loan are being used to finance the County’s share of Phase II of the Silver Line Metrorail expansion. The County is obligated by a contract with the EDA to pay amounts equal to debt service on the TIFIA loan. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The terms of the TIFIA loan provide for repayment to begin October 1, 2023, and end April 1, 2046. As of June 30, 2021, the outstanding balance on the TIFIA loan, including accrued interest, was \$447,480,044.

In August 2017, EDA issued \$19,060,000 of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “2017A County Facilities Projects Bonds”) and \$31,150,000 of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “2017B County Facilities Projects Refunding Bonds” and together with the 2017A County Facilities Projects Bonds, the “2017 County Facilities Projects Bonds”). The 2017A County Facilities Projects Bonds were issued to finance the costs of the construction and improvement of certain property to be used by the County as an adult day care facility, child day care centers and a senior center or for other County approved purposes. The 2017B County Facilities Projects Refunding Bonds were issued to refund certain outstanding maturities of the 2012 EDA Bonds. The County is obligated by a contract with EDA to pay amounts equal to debt service on the 2017 County Facilities Projects Bonds. The County’s

obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2017 County Facilities Projects Bonds and the contract extend to October 2037. [Revise to reflect 2021 refunding].

Lease Commitments and Contractual Obligations

The County leases certain real estate, equipment, and sewer facilities under various long-term lease agreements. In addition, pursuant to contracts with Arlington County, the Alexandria Sanitation Authority, the District of Columbia, and the Upper Occoquan Sewage Authority, the County is obligated to share the capital costs and associated debt service of certain facilities.

In February 1990, the Northern Virginia Transportation Commission (“NVTC”) issued \$79.4 million of bonds to finance certain costs associated with the establishment of commuter rail services (the Virginia Railway Express) in the area of Northern Virginia bordering Washington, D.C. Fairfax County has joined with other jurisdictions through a Master Agreement to bear certain costs associated with operating the rail service as well as servicing the debt issued by NVTC. The Master Agreement requires that the County’s governmental officers charged with preparing its annual budget include an amount equal to its share of the costs of the Virginia Railway Express. Each jurisdiction’s share is determined by a formula set out in the Master Agreement. Fairfax County’s share of this cost was \$6.4 million in FY 2021. An additional \$23 million in NVTC commuter rail revenue bonds were issued in early 1997 to purchase new rail coaches. Debt service on these bonds is being funded predominantly by Commonwealth and federal funds and VRE revenues.

On October 29, 2003, EDA issued \$33,375,000 transportation contract revenue bonds to provide \$30,000,000 to the Commonwealth Transportation Board (“CTB”) for construction of certain interchanges on Route 28 in the Route 28 Highway Transportation District, which is partly in Fairfax County and partly in Loudoun County. On August 26, 2004, EDA issued \$57,410,000 transportation contract revenue bonds to provide an additional \$60 million for construction of additional interchanges. The bonds issued in 2003 and 2004 financed the construction of six interchanges. In March 2007, EDA issued \$41,505,000 transportation contract revenue bonds to finance a portion of the costs of constructing an additional four interchanges in the Route 28 Highway Transportation District. In July 2008, EDA issued \$51,505,000 transportation contract revenue bonds (the “2008 Bonds”) to finance additional costs of constructing the additional four interchanges on Route 28. See also the discussion of taxes levied by the County in the Route 28 Highway Transportation Improvement District, located partly in the County, to pay debt service on CTB and EDA bonds in “GOVERNMENT SERVICES – Transportation – *Tax Districts*” herein. In May 2012, EDA issued bonds to refund a portion of the bonds issued in 2003 and 2004 and in August 2016 EDA issued bonds to refund all of the outstanding bonds issued in March 2007 and a portion of the outstanding bonds issued in July 2008. The 2008 Bonds were redeemed on April 1, 2018.

On May 26, 2011, EDA issued \$205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 which provided \$220 million to provide a portion of the financing for the expansion of Metrorail of approximately 11.5 miles of rail line through the County’s primary urban center, Tysons to Reston. On October 10, 2012, EDA issued an additional \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 to provide \$48,400,000 for this purpose. Debt service on the bonds is paid from a special improvements tax levied by the County on commercial and industrial use property located in the Phase I Dulles Rail Transportation Improvement District within the County. On March 16, 2016, EDA issued \$173,960,000 Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 which refunded a portion of the outstanding bonds issued in 2011 and 2012. On April 1, 2020, the County

defeased a portion of the Series 2016 Bonds in a principal amount of \$17,495,000. In April 2020, the Series 2011 and 2012 Bonds were fully redeemed.

On June 9, 2011, the Mosaic District Community Development Authority (the “CDA”) issued \$46,980,000 Revenue Bonds, Series 2011A, and the CDA issued in July 2011 an additional \$18,670,000 Revenue Bonds, Taxable Series 2011A-T (collectively, the “CDA Bonds”). Proceeds from the CDA Bonds were used to finance certain public infrastructure improvements within the Mosaic District Community Development Authority District (the “Mosaic District”) to support a mixed-use development to be constructed within the Mosaic District. The CDA Bonds are payable primarily from certain incremental real estate tax revenues collected by the County in the District and certain special assessments imposed and collected by the County within the Mosaic District. The payment of incremental real estate tax revenues and special assessments, as applicable, by the County to the CDA to be used for debt service payments on the CDA Bonds is subject to appropriation by the County. On December 3, 2020, the CDA issued \$55,650,000 Revenue Refunding Bonds, Series 2020A and Series 2020A-T, which refunded all of the prior CDA Bonds.

On March 8, 2017, EDA issued \$69,645,000 Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 (“Parking System Revenue Bonds”) to provide funds to finance the construction of parking facilities to be owned and operated by the County, that will be located adjacent to WMATA’s Herndon and Innovation Center Metrorail Stations to be constructed as part of Phase II of the Silver Line extension of Metrorail. Debt service on the Parking System Revenue Bonds is payable from the proceeds of net parking revenues collected from customers of parking facilities controlled by the County at certain WMATA Metrorail stations in the County and from certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA.

Debt Service on Tax Supported Debt Obligations

Total principal and interest payments on the County’s outstanding tax supported debt obligations, including general obligation bonds and other tax supported debt obligations, are presented in the following table as of January __, 2022:

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Fiscal Year Ending June 30	General Obligation Bonds		Other Tax Supported Debt Obligations		Total²
	Principal	Interest¹	Principal	Interest	
2022	\$34,120,000	\$42,715,764	\$5,955,000	\$8,043,431	\$90,834,195
2023	206,455,000	79,940,990	30,385,000	17,066,894	333,847,885
2024	194,795,000	70,728,677	26,250,000	15,935,717	307,709,393
2025	191,600,000	61,608,249	27,275,000	14,783,539	295,266,788
2026	181,240,000	53,778,279	27,807,500	13,734,112	276,559,891
2027	173,340,000	46,592,462	27,965,000	12,806,947	260,704,409
2028	160,990,000	39,932,665	28,500,000	11,851,379	241,274,044
2029	148,440,000	33,907,853	29,070,000	10,859,887	222,277,740
2030	137,345,000	28,409,875	29,565,000	9,858,989	205,178,864
2031	122,820,000	23,695,985	30,145,000	8,870,582	185,531,567
2032	113,850,000	19,591,219	30,715,000	7,849,202	172,005,421
2033	103,070,000	15,895,077	29,565,000	6,789,614	155,319,691
2034	91,945,000	12,780,350	29,220,000	5,768,348	139,713,698
2035	77,950,000	10,068,697	27,225,000	4,755,387	119,999,084
2036	66,090,000	7,567,609	12,055,000	3,997,110	89,709,720
2037	56,640,000	5,256,500	12,570,000	3,483,756	77,950,256
2038	45,225,000	3,260,300	15,915,000	2,955,389	67,355,689
2039	34,245,000	1,712,000	15,325,000	2,237,275	53,519,275
2040-2050	<u>36,295,000</u>	<u>779,525</u>	<u>40,230,000</u>	<u>2,647,500</u>	<u>79,952,025</u>
Total ²	<u>\$2,176,455,000</u>	<u>\$558,222,076</u>	<u>\$475,737,500</u>	<u>\$164,295,058</u>	<u>\$3,374,709,633</u>

Source: Fairfax County Department of Management and Budget

¹ Does not reflect anticipated payments by the United States Treasury with respect to the County's Public Improvement Bonds Series 2009E (Federally Taxable - Build America Bonds).

² Totals may not add due to rounding.

Sewer Revenue Bonds

Beginning in 1986, the County has issued several series of bonds under the General Bond Resolution for the benefit of the County's sewage collection, treatment and disposal systems (the "System"), including \$104,000,000 Sewer Revenue Bonds, Series 1996 (the "1996 Bonds") issued to provide funds for paying a portion of the costs of certain additions, extensions and improvements to the System. The County also issued \$94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the "2004 Bonds") on October 14, 2004, to provide funds, with other available funds, to refund the \$91,430,000 of the County's outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued \$152,255,000 Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. On August 8, 2012, the County issued \$90,710,000 Sewer Revenue Bonds, Series 2012 (the "2012 Bonds") to provide funds to pay a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County which were required by the Commonwealth's Department of Environmental Quality to reduce the total nitrogen discharge to newly required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014, the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 to refund the outstanding 2004 Bonds. In addition, on May 12, 2016, the County issued \$164,450,000 Sewer Revenue Refunding Bonds, Series 2016A to refund the outstanding 2009 Bonds that were scheduled to mature on and after July 15, 2019, and a portion of the outstanding 2012

Bonds that were scheduled to mature on and after July 15, 2021. On June 28, 2017, the County issued \$85,785,000 Sewer Revenue Bonds to provide funds to pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County. On June 9, 2021, the County issued its Sewer Revenue Bonds, Series 2021A, and its Sewer Revenue Refunding Bonds, Series 2021B. On November 23, 2021, the County delivered to EDA its Subordinate Sewer Revenue Bond, Series 2021A in the principal amount of \$20,055,000, representing the wastewater system's obligation to reimburse the County for its allocable share of the capital cost of a new consolidated public works complex for the County's stormwater and wastewater divisions.

Wastewater treatment capacity and services are also provided to the Integrated Sewer System pursuant to contracts with Arlington County, the Alexandria Renew Enterprises ("ARE"), DC Water, and the Upper Occoquan Sewage Authority ("UOSA"), whereby the County is obligated to share the capital costs and associated debt service of certain facilities. The County's obligations to such entities are payable solely from the revenues of the Integrated Sewer System on a basis, under the General Bond Resolution, subordinate to its sewer revenue bonds, and are not general obligations of the County.

The County has entered into a service agreement with ARE (the "ARE Service Agreement") that obligates the County for 60% of the cost of capacity of the ARE wastewater treatment plant and a joint use system, including debt service on ARE bonds issued for ARE system improvements where the County does not otherwise provide for its share of the capital cost of such improvements. The County's share of previous upgrades was \$200 million. In 2002, the County obtained a loan from the Virginia Water Facilities Revolving Fund (the "Fund") administered by the Virginia Resources Authority in the amount of \$50 million to pay its 60% share of the capital costs associated with certain improvements being made by ARE to its wastewater treatment plant in Alexandria, Virginia. The County issued to the Fund a "local bond" as a Subordinate Obligation, payable from money in the Subordinate Obligations Subfund under the Bond Resolution, in evidence of its obligation to repay the 20-year loan. The local bond will be fully repaid in February 2022. The County expects to provide the balance of its share of the costs of ARE's improvement project from other borrowings and available Integrated Sewer System funds.

The ARE Service Agreement requires the County to pay its share of capital and operating costs of Joint Use Facilities. On October 6, 2020, the City of Alexandria, Virginia Sanitation Authority and the County signed a memorandum of understanding (the "MOU") regarding Cost Share for the RiverRenew project. RiverRenew, which includes multiple projects consisting of a new tunnel system and upgrades to Alexandria's wastewater treatment facility, is the largest infrastructure initiative in the history of Alexandria. The MOU memorializes the agreement of the parties with respect to the cost allocation methodology for construction and operating of joint use facilities elements of the RiverRenew project, as well as the County's capacity rights in the new facilities. The County's current estimate of its obligations under the RiverRenew project is approximately \$58 million.

UOSA issued regional sewer system revenue refunding bonds in November 2013, May 2013, February 2007, and November 2004 to refund certain of its outstanding bonds. In 2010 and 2007, UOSA issued \$85.2 million and \$119.7 million, respectively, of Regional Sewer System Revenue Bonds, of which the County's share of the par amount of such debt is \$34.1 million and \$53.9 million, respectively, to finance the cost of certain capital improvements. In fiscal year 2012, UOSA entered into two loans to fund costs related to an energy service project and phase 1 of a nutrient compliance improvement project, respectively. In fiscal years 2014, 2015 and 2016, UOSA refinanced bonds issued in 2007. As of June 30,

2020, the County's share of UOSA's outstanding debt was \$230.6 million, and the County estimates that it was approximately \$250 million as of June 30, 2021.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bond payable to the Virginia Water Facilities Revolving Fund evidencing a loan for a portion of the County's costs associated with the ARE improvement project, and its subordinated obligations payable for capacity under its contract with UOSA, is reflected in the following table:

Fiscal Year Ending June 30	<u>Sewer Revenue Bonds</u>		<u>Other Sewer Debt Service Obligations¹</u>		
	<u>Principal</u>	<u>Interest</u>	<u>SRF/VRA²</u>	<u>UOSA³</u>	<u>Total⁴</u>
2022	\$11,745,000	\$13,859,581	\$3,276,611	\$20,228,826	\$49,110,018
2023	12,320,000	21,163,256	-	20,623,993	54,107,249
2024	16,100,000	20,460,481	-	20,624,489	57,184,970
2025	16,935,000	19,634,606	-	20,626,831	57,196,437
2026	17,765,000	18,819,156	-	21,102,567	57,686,724
2027	18,595,000	18,016,106	-	21,231,544	57,842,650
2028	19,405,000	17,202,281	-	21,224,909	57,832,190
2029	20,195,000	16,421,081	-	21,229,690	57,845,771
2030	15,070,000	15,665,981	-	9,062,358	39,798,339
2031	15,845,000	14,893,106	-	9,069,023	39,807,129
2032	16,655,000	14,080,606	-	8,968,182	39,703,788
2033	17,465,000	13,277,681	-	8,908,444	39,651,126
2034	18,215,000	12,526,581	-	8,730,535	39,472,116
2035	18,965,000	11,775,128	-	8,651,150	39,391,278
2036	19,755,000	10,984,538	-	8,649,448	39,388,986
2037	20,045,000	10,170,775	-	8,650,649	38,866,424
2038	20,870,000	9,345,450	-	6,800,090	37,015,540
2039	21,735,000	8,478,375	-	8,718,146	38,931,521
2040-2052	<u>183,255,000</u>	<u>46,998,225</u>	<u>-</u>	<u>24,157,074</u>	<u>254,410,299</u>
Total ⁴	<u>\$500,935,000</u>	<u>\$313,772,997</u>	<u>\$3,276,611</u>	<u>\$277,257,949</u>	<u>\$1,095,242,557</u>

Source: Fairfax County Department of Public Works and Environmental Services

¹ Excludes debt service on the Subordinate Sewer Revenue Bond, Series 2021A, issued to EDA to reflect the financing costs of the portion of the 2021 Public Works Project to be used by the System. See "Sewer Revenue Bonds" above.

² Debt service on the County's subordinated sewer revenue bond issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay loans made to the County by Virginia Resources Authority, as administrator of the Fund.

³ Based on the County's share of scheduled UOSA debt service. Does not reflect any anticipated payments by the United States Treasury on outstanding UOSA Build America Bonds.

⁴ Totals may not add due to rounding.

Debt Ratios

The following data show trends in the relationship of the general obligation bond indebtedness of the County to the estimated market value of taxable property in the County and to its estimated population and the trend of general obligation debt service requirements as a percentage of General Fund disbursements.

**Trend of Debt as a Percentage of
Estimated Market Value of Taxable Property (in 000s)**

<u>Fiscal Year Ended June 30</u>	<u>Bonded Indebtedness¹</u>	<u>Estimated Market Value²</u>	<u>Percentage</u>
2013	\$2,514,452	\$211,298,487	1.19%
2014	2,766,717	224,369,644	1.23
2015	2,770,822	236,403,666	1.17
2016	2,750,573	244,397,085	1.13
2017	2,766,149	251,724,115	1.10
2018	2,768,103	256,260,725	1.08
2019	2,740,658	262,356,806	1.04
2020	2,768,513	274,815,955	1.01
2021 ³	3,002,395	281,134,229	1.07
2022 ³	3,249,980	288,434,287	1.13

Sources: Fairfax County Comprehensive Annual Financial Report FY 2013-2020 and Department of Finance

¹ Bonded Indebtedness included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "— Other Tax Supported Debt Obligations."

² Estimated market value is based on recorded values as of January 1 of the prior fiscal year, and reflects the original book value and does not reflect any adjustments made during the fiscal year.

³ Estimate from the FY 2022 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

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Estimated Debt Per Capita

Fiscal Year Ended June 30	Bonded Indebtedness (in 000s)¹	Estimated Population (in 000s)²	Bonded Indebtedness Per Capita	Fairfax County Per Capita Income³	Estimated Debt Per Capita as Percentage of Per Capita Income
2013	\$2,514,452	1,131	\$2,223	\$71,607	3.10%
2014	2,766,717	1,138	2,431	71,752	3.39
2015	2,770,822	1,142	2,426	75,007	3.23
2016	2,750,573	1,139	2,415	74,923	3.22
2017	2,766,149	1,143	2,420	75,978	3.19
2018	2,768,103	1,153	2,401	78,376	3.06
2019	2,740,658	1,167	2,348	82,441	2.85
2020	2,768,513	1,167	2,372	82,441	2.88
2021 ⁴	3,002,395	1,167	2,573	82,441	3.12
2022 ⁴	3,249,980	1,167	2,785	82,441	3.38

Source: Fairfax County Comprehensive Annual Financial Report FY 2020 and Department of Finance

¹ Bonded Indebtedness included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "Other Tax Supported Debt Obligations."

² U.S. Census Bureau, 2010 Decennial Censuses, U. S. Census Bureau Annual Estimates of the Resident Population: April 1, 2013, to July 1, 2019. 2020, 2021, and 2022 estimates are not yet available.

³ Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, and Fairfax County Department of Management and Budget 2013-2021 Estimates. The Cities of Fairfax and Falls Church were not included.

⁴ Estimate from the FY 2022 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

Debt Service Requirements as a Percentage of General Fund Disbursements (in 000s)

Fiscal Year Ended June 30	Debt Service Requirements¹	General Fund Disbursements	Percentage
2013	\$289,714	\$3,533,098	8.20%
2014	295,451	3,637,841	8.12
2015	313,969	3,729,625	8.42
2016	323,859	3,860,655	8.39
2017	313,389	4,005,845	7.82
2018	337,077	4,112,554	8.20
2019	345,310	4,300,484	8.03
2020	332,257	4,449,865	7.47
2021 ²	353,191	4,712,671	7.50
2022 ²	353,113	4,527,325	7.80

Sources: Fairfax County Comprehensive Annual Financial Report FY 2020 and Department of Finance

¹ The Debt Service Requirements include total principal and interest payments on the County's outstanding tax supported debt obligations, including all debt listed under the heading "Other Tax Supported Debt Obligations."

² Estimates per the FY 2022 Adopted Budget Plan via the Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments. Estimates of General Fund disbursements for fiscal years 2021 and 2022 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

Underlying Bonded Indebtedness

The following table shows the underlying bonded indebtedness of towns within the boundaries of Fairfax County as of June 30, 2020:

Town of Vienna ¹	General Obligation Bonds	\$56,354,000
Town of Herndon ¹	General Obligation and Public Improvement Notes	<u>19,569,500</u>
Total Underlying Bonded Indebtedness		<u>\$75,923,500</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

¹ Underlying Bonded Indebtedness for Fiscal Year 2020 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with FY 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount.

This underlying bonded indebtedness are obligations of the respective towns only and are not obligations of Fairfax County.

The bonds, notes and other obligations of Fairfax Water, the Fairfax County Park Authority, the Fairfax County Industrial Development Authority, the Fairfax County Economic Development Authority, the Fairfax County Redevelopment and Housing Authority, the Northern Virginia Health Center Commission, the Northern Virginia Transportation Commission, and the Mosaic District Community Development Authority are not obligations of the County.

TAX BASE DATA

Fairfax County annually reassesses over 360,000 parcels of real property employing a computer assisted mass reassessment program for both residential and non-residential properties. The County uses a statistic called the coefficient of dispersion (the "Coefficient of Dispersion"), which measures the uniformity of assessment to sale ratios among properties. The lower the coefficient of dispersion, the more uniform the assessment. The overall Coefficient of Dispersion in Fairfax County for tax year 2019 (FY 2020) was 3.14%, and the assessment to sales price ratio was 0.953. A Coefficient of Dispersion of 15% is considered good by professional assessing standards. The County falls into the excellent category, indicating a high degree of assessment uniformity and equity.

The assessed value for FY 2022 of the real estate tax base, as reported for calendar year 2021 assessments in the main tax book for Fairfax County, increased by 2.88% from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue.

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Assessed Value of All Taxable Property¹

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total</u>
2013	\$198,178,754,789	\$16,053,881,534	\$214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015	216,832,912,747	16,518,808,610	233,351,721,357
2016	224,411,716,328	16,895,179,934	241,306,896,262
2017	231,350,805,374	17,451,767,407	248,802,572,781
2018	235,919,724,142	17,592,325,499	253,512,049,641
2019	244,472,458,923	17,884,347,499	262,356,806,422
2020	253,272,215,743	18,535,851,732	271,808,067,475
2021 ²	262,625,060,540	18,602,792,579	281,134,228,570
2022 ²	269,575,011,490	18,859,275,390	288,434,286,880

Sources: Fairfax County Department of Tax Administration and Department of Management and Budget. All years included figures for the Public Service Corporation. All Public Service Corporation real property assessments are required under Virginia law to be made at 100% of estimated market value annually by the State Corporation Commission.

¹ Figures are net of exonerated assessments and tax relief for the elderly and disabled.

² Estimate from the FY 2022 Adopted Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

**Tax Rates per \$100 Assessed Value
(Fiscal Year)**

<u>Tax Category</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>	<u>2022</u>
Real Estate – Regular and Public Service	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13	\$1.15	\$1.15	\$1.15	\$1.14
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Public Service	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Mobile Homes	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15	1.14
Personal Property – Special ¹	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01

Sources: Fairfax County Adopted Budget Plans, FY 2013-FY 2021; FY 2022 Adopted Budget Plan

¹ Includes vehicles specially equipped for the handicapped, privately owned vans used for van pools, vehicles belonging to volunteer fire and rescue squad members, vehicles owned by auxiliary police and reserve deputy sheriffs, certain property of homeowners associations, antique cars, aircraft, including flight simulators, and motor vehicles owned by qualified elderly or disabled individuals, and boats.

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**Commercial-Industrial Percentage of the
Total Assessed Value of Real Property¹**

<u>Fiscal Year²</u>	<u>Percent (%)³</u>
2013	20.77
2014	19.96
2015	19.01
2016	18.67
2017	18.89
2018	19.12
2019	19.43
2020	19.66
2021	19.72
2022	18.17

Source: Fairfax County Department of Tax Administration

¹ Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.

² Fiscal year property taxes are levied on prior year assessments.

³ Includes the Towns of Vienna, Herndon and Clifton.

The following data show the assessed value of real property of the 25 largest holders of real property in the County as of January 1, 2021.

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**Top 25
Holders of Real Property in Fairfax County
As of January 1, 2021**

Rank	Property Owner	Property Type	Total Assessment¹
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	\$1,643,208,210
2	Capital One Bank	Office	905,341,310
3	Inova Health Care Services	Health Care	525,459,990
4	Reston Town Center Property LLC	Commercial & Retail	424,800,900
5	Washington Gas Light Company	Public Utility	421,158,679
6	Ps Business Parks LP	Industrial Parks	414,630,420
7	Camden Summit Partnership LP	Apartments	394,330,920
8	Federal Home Loan Mortgage Corporation	Office	387,191,890
9	PR Springfield Town Center LLC	Springfield Town Center	375,926,030
10	Coresite Real Estate 12100	Office	375,293,440
11	Mitre Corporation	Office	343,944,050
12	Reston Corporate Center LP	Office	325,246,920
13	Tysons Galleria LLC	Commercial & Retail	325,087,840
14	Fairfax Company of Virginia LLC	Fair Oaks Mall	324,049,970
15	South of Market LLC	Office	296,962,160
16	Tysons Corner Office I LLC	Office	265,227,480
17	Tamares 7950 Owner LLC	Office	264,321,040
18	Reston VA II FGF LLC	Office	256,351,130
19	Home Properties Mount Vernon LLC	Apartments and Office	256,299,240
20	Writ LP	Commercial & Industrial	220,918,410
21	WashReit Riverside Apartments LLC	Apartments	220,147,050
22	Home Properties Orleans Village LLC	Apartments	213,425,280
23	PP Avnir Investors LLC	Office	212,701,350
24	Boro I Office The LLC	Office	212,372,130
25	JBG/Reston Executive Center LLC	Office, Apartments & Retail	208,355,400
Total			\$9,812,751,239

Source: Fairfax County Department of Tax Administration, January 1, 2021, tax rolls

¹ As of January 1, 2021, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.60% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2021, assessments generate tax revenue in FY 2022.

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**Real and Personal Property
Tax Levies and Tax Collections**

Fiscal Year	Total Levy¹	Current Collections²	% of Total Levy Collected³	Collection of Delinquent Taxes	Total Current & Delinquent Taxes⁴	% of Total Levy & Delinquent Taxes
2013	\$2,685,186,192	\$2,679,668,935	99.79	\$18,659,978	\$2,698,328,913	100.49
2014	2,789,010,004	2,776,199,493	99.54	21,735,390	2,797,934,883	100.32
2015	2,932,029,373	2,926,228,317	99.80	23,425,378	2,949,653,695	100.60
2016	3,027,718,274	3,019,636,276	99.73	21,161,598	3,040,797,874	100.43
2017	3,218,263,071	3,206,288,719	99.63	25,396,075	3,231,684,794	100.42
2018	3,274,550,619	3,266,018,208	99.74	25,377,255	3,291,395,463	100.51
2019	3,430,013,545	3,420,685,498	99.73	27,120,935	3,447,806,433	100.52
2020	3,554,208,059	3,540,095,440	99.60	29,312,937	3,569,408,377	100.43
2021	3,659,840,221	3,639,063,526	99.43	22,580,044	3,661,643,570	100.05
2022	3,722,368,342	3,697,431,430	99.33	23,100,952	3,720,532,382	99.95

Sources: Fairfax County Department of Management and Budget and Department of Tax Administration

¹The 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.

²Current 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.

³The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.

⁴FY 2013 through FY 2020 from Fairfax County Comprehensive Annual Financial Reports; FY 2021 and FY 2022 are estimates per the FY 2022 Adopted Budget Plan via the Department of Management and Budget and Department of Tax Administration. Estimates of tax collections for fiscal years 2021 and 2022 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

Section 58.1-3916 of the Code of Virginia authorizes Fairfax County, pursuant to Section 4-10-1 of the County Code, to impose a penalty of 10% for failure to pay taxes when due, with interest to be due on such taxes and penalty following the day such taxes are due at the rate of 10% per annum the first year and at the greater of 10% per annum and the rate established pursuant to Section 6621 of the Internal Revenue Code for the second and subsequent years of delinquency.

FINANCIAL INFORMATION

Five-Year Summary of Revenues, Expenditures and Fund Balances for the General Fund

The financial data shown in the following table represent a summary for the five fiscal years ended June 30, 2020, of the revenues, expenditures, and fund balances accounted for in the County's General Fund.

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	Fiscal Years Ended June 30				
	2016	2017	2018	2019	2020
REVENUES					
Taxes	\$3,327,545,952	\$3,516,899,229	\$3,589,886,690	\$3,747,031,873	\$3,875,613,475
Permits, fees, and licenses	48,443,054	52,201,079	52,723,373	55,876,219	54,006,590
Intergovernmental	352,320,212	356,846,491	355,433,536	358,732,841	418,199,405
Charges for services	79,086,734	81,264,762	82,679,276	85,564,413	72,748,807
Fines and forfeitures	14,566,333	15,947,672	15,227,392	15,223,620	12,289,139
Developers' contributions	225,101	-	-	-	-
Use of money and property	22,679,412	31,325,447	47,076,323	75,360,724	67,158,752
Recovered costs	9,423,456	8,960,041	9,234,813	10,573,978	7,586,746
Gifts, donations, and contributions	<u>969,583</u>	<u>890,976</u>	<u>1,221,172</u>	<u>1,352,426</u>	<u>1,994,833</u>
Total revenues	<u>\$3,855,259,837</u>	<u>\$4,064,335,697</u>	<u>\$4,153,482,575</u>	<u>\$4,349,716,094</u>	<u>\$4,509,597,747</u>
EXPENDITURES					
Current:					
General government administration	\$159,574,082	\$158,210,278	\$154,169,910	\$165,860,066	\$196,985,197
Judicial administration	54,237,643	56,018,395	57,378,283	60,449,751	62,189,796
Public safety	646,258,835	673,290,385	683,701,748	712,268,123	721,459,588
Public works	88,201,178	90,215,133	93,472,087	95,769,815	90,578,294
Health and welfare	381,760,426	391,618,833	398,899,103	412,322,298	430,321,393
Community development	60,981,469	62,174,038	64,198,596	67,543,752	69,654,301
Parks, recreation, and cultural	36,311,287	36,528,547	38,349,375	40,003,747	40,154,412
Intergovernmental:					
Community development	10,746,095	10,988,449	11,360,629	11,424,718	13,698,538
Parks, recreation, and cultural	31,502,197	33,129,930	34,155,180	35,656,948	35,316,698
Education - for Public Schools	1,838,341,763	1,926,706,345	1,980,106,487	2,067,345,801	2,149,231,439
Capital outlay:					
General government administration	13,020,325	11,545,792	14,037,641	21,822,724	17,997,369
Judicial administration	40,493	5,720	295,988	88,925	105,483
Public safety	7,726,916	1,851,101	2,055,229	2,385,861	2,563,235
Public works	265,695	247,960	31,250	216,212	39,018
Health and welfare	136,984	483,077	864,435	404,267	227,738
Community development	44,570	7,495	95,076	75,194	85,833
Parks, recreation, and cultural	4,878,597	3,676,970	4,063,338	4,091,628	4,369,355
Debt service:					
Principal retirement	228,213	857,156	866,604	876,157	885,815
Interest and other charges	<u>9,767</u>	<u>68,367</u>	<u>58,919</u>	<u>49,366</u>	<u>39,708</u>
Total expenditures	<u>\$3,334,266,535</u>	<u>\$3,457,623,971</u>	<u>\$3,538,159,878</u>	<u>\$3,698,655,353</u>	<u>\$3,835,903,210</u>
Revenues over (under) expenditures	\$520,993,302	\$606,711,726	\$615,322,697	\$651,060,741	\$673,694,537
OTHER FINANCING SOURCES (USES)					
Transfers in	\$14,363,192	\$21,572,105	16,440,411	6,753,319	13,276,664
Transfers out	(526,388,805)	(548,220,839)	(574,394,290)	(601,828,488)	(613,961,660)
Capital Leases	6,502,955	-	-	-	-
Total other financing sources (uses)	<u>(\$505,522,658)</u>	<u>(\$526,648,734)</u>	<u>(\$557,953,879)</u>	<u>(\$595,075,169)</u>	<u>(\$600,684,996)</u>
Net change in fund balances	15,470,644	80,062,992	57,368,818	55,985,572	73,009,541
Beginning Fund Balance	325,921,817	341,392,461	421,455,453	478,824,271	534,809,843
Ending Fund Balance	\$341,392,461	\$421,455,453	\$478,824,271	\$534,809,843	\$607,819,384

Source: Fairfax County Comprehensive Annual Financial Reports for the fiscal years ended June 30, 2016-2020, Exhibit A-3 - Statement of Revenues, Expenditures, and Changes in Fund Balances for Governmental Funds.

Financial Policies

The Board of Supervisors has been guided by long-standing financial policies and guidelines in the conduct of financial management. The governing statement of financial policy is contained within the Ten Principles of Sound Financial Management (“Ten Principles”). Adopted by the Board of Supervisors in 1975 and amended as needed to address changing economic conditions and management practices, the Ten Principles have been reaffirmed and have guided each succeeding Board of Supervisors to establish strong fiscal management tools and practices. The Ten Principles provide for the integration of land use planning with capital and operating budgets; establish guidelines for the development of annual balanced budgets; stress the importance of maintaining positive cash balances; establish firm not to exceed limits to debt ratios; provide guidance on cash management, internal controls, and performance measurement; provide guidelines restricting the proliferation of underlying debt and use of moral obligation financing; and encourage the development of a diversified economy within the County.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a “Managed Reserve” in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This Managed Reserve has been incorporated in the budget each fiscal year. This Managed Reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed 2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

From time to time the Board of Supervisors has amended the Ten Principles in order to address changing economic conditions and management practices. Changes adopted on April 21, 2015, reflect the Board’s commitment to increasing the County’s reserve policies and to continue to strengthen the County’s financial position. The Managed Reserve target was increased from 2% to 4% of General Fund disbursements and the Revenue Stabilization Fund target was increased from 3% to 5% of General Fund Receipts. In addition, an Economic Opportunity Reserve was established to stimulate economic growth and will provide for strategic investment opportunities that are identified as priorities by the Board of Supervisors. This reserve is fully funded at 1% of total General Fund disbursements. Funding for this reserve only occurs after the Managed Reserve and the Revenue Stabilization Fund are fully funded at their new levels of 4% and 5%, respectively. As of the FY 2022 Adopted Budget Plan, the FY 2022 projected balance has the Managed Reserve fully funded at \$182.6 million (4%), and the Revenue Stabilization Fund fully funded at \$228.2 million (5%). Also, the Economic Opportunity Reserve is now fully funded at \$45.8 million (1%).

Other policies and tools that have been designed to enhance the impact of the Ten Principles include annual adoption of budgetary guidelines, formal establishment of various expenditure, revenue, and special purpose reserves, capital improvement planning guidelines, policies for risk management, guidelines for acceptance of grant awards, and planning for information technology. Various tools in active use by the County include the annual budget, the Capital Improvement Program, revenue and

financial forecasts, and management initiatives such as a performance measurement program, a pay-for-performance management system, workforce planning, and various information technology initiatives.

Certain Financial Procedures

Description of Funds

The County's annual audited financial statements include the funds administered by the Board of Supervisors and the School Board. The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions in each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues, and expenditures.

Budgetary Procedure

The County has no legal authority to borrow in anticipation of future years' revenues, except by the issuance of bonds or bond anticipation notes.

Prior to the beginning of each fiscal year, the Board of Supervisors adopts a budget plan consisting of contemplated expenditures and estimated revenues for such fiscal year. On the basis of the adopted budget plan, the Board of Supervisors appropriates funds for the expenditures, and establishes tax rates sufficient to produce the revenues, contemplated in the budget plan.

The annual budgeting process for a fiscal year begins in the first quarter of the previous fiscal year with the submission by agency directors of budget requests to the Department of Management and Budget. During the second quarter, budget requests are reviewed and meetings between the County Executive, Deputy County Executives, and agency directors are held to discuss agency requests. Upon receipt of the preliminary budget of the School Board in the third quarter, the County Executive prepares an initial budget for submission to the Board of Supervisors and proposes tax rates sufficient to produce revenues needed to meet expenditures contemplated in the initial budget. After work sessions with the Board of Supervisors and public hearings on the proposed budget, changes are made and the final budget is adopted. Tax rates are established prior to the beginning of the fiscal year for which the budget is prepared.

During the fiscal year, quarterly reviews of revenue and expenditures are undertaken by the County Department of Management and Budget. On the basis of these reviews, the Board of Supervisors revises appropriations as needed or desired.

Investment Management Policy

The County's Division of Investments and Cash Management operates under the direction of the Investment Committee comprised of the Chief Financial Officer, Director of the Department of Management and Budget, the Director of the Department of Finance, the Director of the Department of Tax Administration, and the Deputy Director of the Department of Finance. Guided by a formal investment policy, the Committee continually reviews the County's investment policies and strategies and monitors daily investment activity.

During FY 2021, the County's average portfolio size (which includes investments in the General Fund, Special Revenue Funds, and Enterprise Funds) was approximately \$3.7 billion. The funds are invested in U.S. Treasury obligations, obligations of the Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Farm Credit Bank, and Fannie Mae, bankers' acceptances,

commercial paper (rated A1/P1 or higher), negotiable and non-negotiable and insured certificates of deposit, money market mutual funds limited to government obligations, corporate notes, bank notes, and other investments permitted under Virginia law for these purposes.

The County's investment policy, which governs the pooled cash, and general obligation bond proceeds, portfolios prohibits investment in instruments generally referred to as derivatives, and the County does not employ leverage in its investments.

The Association of Public Treasurers of the United States and Canada has awarded the County a certification for its investment policy each year since 1998. To achieve certification, an investment policy must establish standards recognized in the profession as fostering prudent management of public funds.

General Fund Revenues, Expenditures, Transfers and Beginning Fund Balance

The General Fund is maintained by the County to account for revenue derived from Countywide ad valorem taxes, other local taxes, licenses, fees, permits, charges for services, certain revenue from federal and State governments, and interest earned on invested cash balances of the General Fund and Capital Project Funds. General Fund expenditures and transfers include the costs of general County government, transfers to the School Operating Fund to pay the local share of operating Fairfax County public schools, and transfers to the Debt Service and Capital Projects Funds to pay debt service on County general obligation bonds and for certain capital improvement projects.

General Fund Summary

Shown below are the County's revenues, expenditures, transfers, and beginning fund balance of the General Fund for FY 2016 through FY 2020:

General Fund Revenues, Transfers In, and Beginning Fund Balance

	2016	2017	2018	2019	2020
General Property Taxes	\$2,818,183,929	\$3,003,139,306	\$3,062,962,780	\$3,218,786,090	\$3,339,797,219
Other Local Taxes	509,362,021	513,759,924	526,923,910	528,245,783	535,816,256
Permits, fees, and licenses	48,443,054	52,201,079	52,723,373	55,876,219	54,006,590
Intergovernmental	352,320,212	356,846,491	355,433,536	358,732,841	418,199,405
Charges for Services and Recovered Costs	88,510,190	90,224,803	91,914,089	96,138,391	80,335,553
Fines and Forfeitures	14,566,333	15,947,672	15,227,392	15,223,620	12,289,139
Use of money and property	22,679,412	31,325,447	47,076,323	75,360,724	67,158,752
Miscellaneous	1,194,684	890,976	1,221,172	1,352,426	1,994,833
Transfers In	14,363,192	21,572,105	16,440,411	6,753,319	13,276,664
Beginning Fund Balance	<u>325,921,817</u>	<u>341,392,461</u>	<u>421,455,453</u>	<u>478,824,271</u>	<u>534,809,843</u>
Total	<u>\$4,195,544,844</u>	<u>\$4,427,300,263</u>	<u>\$4,591,378,439</u>	<u>\$4,835,293,684</u>	<u>\$5,057,684,254</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2016-2020

General Fund Expenditures and Transfers Out

	2016	2017	2018	2019	2020
Transfer to School Operating Fund	\$1,838,341,763	\$1,926,618,902 ¹	\$1,980,019,600	\$2,067,259,207	\$2,149,116,697
Costs of General County Government	1,612,168,270	1,657,082,620	1,688,569,596	1,766,730,529	1,833,362,498
Transfer to Debt Service Funds	314,950,773	326,622,753	335,166,178	340,433,977	329,741,798
Transfer to Capital Project Funds	42,315,124	37,065,093	50,689,799	51,062,674	39,119,032
Transfer to Metro Construction and Operations Fund	11,298,296	13,557,955	13,557,955	20,695,098	43,950,424
Other Transfers	<u>41,581,114</u>	<u>44,897,487</u>	<u>44,551,040</u>	<u>54,302,356</u>	<u>54,574,421</u>
Total	<u>\$3,860,655,340</u>	<u>\$4,005,844,810</u>	<u>\$4,112,554,168</u>	<u>\$4,300,483,841</u>	<u>\$4,449,864,870</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2016-2020

¹ Excludes the operating contribution of \$87,443 to Northern Virginia Community College.

Revenues

The following is a discussion of the General Fund revenue structure.

General Property Taxes – An annual ad valorem tax is levied by the County on the assessed value of real and tangible personal property located within the County as of January 1 preceding the fiscal year in which such tax is due. The personal property tax on motor vehicles that acquire situs within the County or have title transferred on or after January 2 is prorated on a monthly basis. Real property and personal property are assessed at 100% of fair market value. Real property taxes are due on July 28 and December 5 of the fiscal year in which they are levied. The payment date for personal property taxes is October 5. The penalty for late payment is 10% of the amount due, and interest on delinquent taxes and penalties accrues at a rate of 1% per annum for real estate taxes and 5% per annum for personal property taxes. In cases of property on which delinquent taxes are not paid within three years, the County may sell the property at public auction to pay the amounts due. There is no legal limit at the present time on the property tax rates that may be established by the County. Property taxes (including delinquent payments, penalties, and interest) accounted for 74.1% of total General Fund revenues in FY 2020. However, this percentage does not include the reimbursement from the Commonwealth of Virginia for a portion of the personal property tax. Including the reimbursement reflected in Intergovernmental revenue, the percentage of revenue from property taxes in FY 2020 was 78.8%. A description of the Commonwealth's plan to reduce personal property taxes follows.

During its 1998 Special Session, the General Assembly of Virginia enacted legislation to reduce personal property taxes applicable to individually owned motor vehicles. The reduction, which applies to the first \$20,000 in assessed value, was scheduled to be phased in over a five-year period. The legislation states that the Commonwealth will reimburse local governments for the revenue lost from the reduction in personal property tax collections. In fiscal years subsequent to the legislation personal property taxes paid by citizens steadily reduced until such reduction equaled 70% in 2002. Due to Commonwealth budget constraints, the 2003 Virginia General Assembly temporarily froze the tax reduction at 70%. The 2005 General Assembly revised this measure further to limit its tax relief payments to all localities to a total of \$950 million per tax year beginning with 2006 (fiscal year 2007). The County's fixed share of the \$950 million is \$211,313,944, as determined by its share of the total payments made to all localities by

the Commonwealth during calendar years 2004 and 2005 for tax year 2004 (fiscal year 2005). The County's total personal property tax collections for FY 2020 were \$653.0 million, comprised of \$441.7 million paid by taxpayers and \$211.3 million reimbursed by the Commonwealth of Virginia as Intergovernmental Revenue.

Other Local Taxes – The County levies various other local taxes, including a 1% local sales tax (collected by the Commonwealth and remitted to the County), a tax on consumer utility bills based on consumption for gas and electric services and a 5% communications sales tax which is imposed on the charge for or sale of communications services. Also included in this category are a cigarette tax of \$0.30 per pack, property recordation taxes, an automobile license tax, and various businesses, professional, and occupational licenses taxes. These taxes accounted for 11.9% of total General Fund revenues in FY 2020.

Permits, Privilege Fees, and Licenses – The County requires that licenses or permits be obtained in order to perform certain activities in the County and that fees be paid for services provided by certain County departments. These revenues represented 1.2% of total General Fund revenues for FY 2020.

Fines and Forfeitures – The sources of revenue in this category include court fines and penalties from the Circuit Court and the General District Court and court fines, costs from the Juvenile and Domestic Relations District Court and fines for traffic violations, misdemeanors, and felonies. In addition, the County receives revenues from parking violations as authorized under the County Code. Revenues in this category represented 0.3% of General Fund revenues in FY 2020.

Use of Money and Property – The principal sources of revenue to the General Fund from the use of money and property are interest on General Fund and Capital Project Fund investments and minor amounts of revenue from the sale and lease of County equipment and property. These revenues represented 1.5% of General Fund revenues in FY 2020.

Charges for Services and Recovered Costs – The principal sources of revenue to the General Fund from charges for services are County Clerk fees, school age child care fees, recreation fees, publication sales and various other services for which the County charges a fee. Revenues in this category represented 1.8% of General Fund revenues in FY 2020.

Intergovernmental Revenue – Intergovernmental revenue is comprised of revenue from the Commonwealth, revenue from the federal government, and revenue from local government. Revenues in this category represented 9.3% of General Fund revenues in FY 2020. This percentage includes the revenue that the County receives from the Commonwealth as reimbursement for the County's personal property tax. Each revenue source within intergovernmental revenue is described below.

Revenue from the Commonwealth – The County is reimbursed by the Commonwealth for a portion of shared expenses, including certain expenditures for social services, the sheriff's office, courts, the Office of the Commonwealth Attorney, and other constitutional offices. Additionally, the County receives a share of the net profits from the State Alcoholic Beverage Control Board's liquor sales and state contributions to assist in meeting law enforcement expenditures. As mentioned in the section concerning General Property Taxes, the Commonwealth also reimburses the County for a portion of its personal property tax on vehicles. Including the reimbursement for the County's personal property tax, revenues from this category represented 6.9% of total General Fund revenues in the fiscal year ended June 30, 2020. Excluding this reimbursement, revenue from this category represented 2.2% of General Fund revenue in FY 2020. The County receives a significant amount of additional State aid in support of public school operations. These revenues are credited directly to the School Operating and School Lunch Funds, however, and are not reflected in the General Fund.

Revenue from the Federal Government – The principal sources of categorical federal aid to the General Fund are federal grant money supporting human service programs such as supplemental nutrition, temporary assistance for needy families, foster care, adoption assistance, and medical assistance for clients of the Department of Family Services. This revenue category represented 2.3% of General Fund revenues in FY 2020.

Revenue from Local Government – The principal sources of local government revenues are reimbursement from the Public Schools System for school nurses and reimbursement from the Park Authority for the debt service. This revenue category represented 0.1% of General Fund revenues in FY 2020.

Miscellaneous Revenues – The sources of revenue in this category include the sale of land and buildings, contract rebates, and other miscellaneous sources. These revenue sources accounted for 0.04% of General Fund revenue in FY 2020.

Expenditures and Transfers

The following is a discussion of the major classifications of General Fund expenditures and transfers.

Transfer to School Operating Fund – The County transfers money from the General Fund to the School Operating Fund to pay the County's share of the costs of operating public schools in Fairfax County. This transfer represented approximately 48.3% of total disbursements from the General Fund in the fiscal year ended June 30, 2020. The transfer to the School Operating Fund was approximately 72.1% of total receipts of the School Operating Fund. Other revenues credited directly to the School Operating and School Lunch Funds include revenue from the Federal Government, the Commonwealth, the City of Fairfax (representing tuition of students residing in the City of Fairfax who attend Fairfax County schools), and other revenue derived locally from sale of textbooks, school lunches, etc.

Costs of General County Government – The County pays the costs of general County government from the General Fund. These costs include expenditures for general government administration, judicial administration, public safety, public works, health and welfare, parks, recreational and cultural programs, and community development. This classification was approximately 41.2% of total General Fund disbursements in FY 2020.

Transfer to Debt Service Fund – The County transfers from the General Fund to the Debt Service Fund amounts sufficient to pay principal and interest on outstanding County and School debt including general obligation bonds and EDA and FCRHA revenue bonds. Transfers to the Debt Service Fund represented 7.4% of total General Fund disbursements in FY 2020. Effective FY 2006, Fairfax County Public Schools (FCPS) transfers from its operating fund to the County's Debt Service Fund an amount sufficient to pay principal and interest on the applicable portion of the 2014A County Facilities Projects Bonds.

Transfer to Capital Project Funds – The County transfers money from the General Fund to the Capital Project Funds to pay the cost of certain capital improvements. The General Fund transfer to the Capital Project Funds (except for the General Fund transfer for Fairfax County's obligations to WMATA, which is discussed below) represented 0.9% of total General Fund disbursements in FY 2020.

Transfer to Metro Construction and Operations Fund – The County is a member jurisdiction of WMATA and as such has agreed to make certain capital contributions in support of the construction by WMATA of a rail transit system to serve the Washington metropolitan area (which includes the County)

and to pay a portion of the deficit incurred by WMATA in the operation of its bus system and rail system. The County generally has used bond proceeds to fund its capital contributions to WMATA and has transferred money from the General Fund to pay its share of the bus and rail operating subsidies. The General Fund transfer to the Metro Construction and Operations Fund to pay the County's share of the system's operating subsidies represented 1.0% of total General Fund disbursements in FY 2020. See the subsection herein entitled "GOVERNMENT SERVICES – Transportation" for a more complete discussion of the County's obligations with respect to WMATA.

Other Transfers – The County transfers money from the General Fund to other funds for a variety of purposes. The General Fund transfer to other funds includes transfers to the County Transit Systems, Information Technology, Aging Grants and Programs, Community-Based Funding Pool, Housing Programs for the Elderly, Health Benefits Trust, and Equipment Management and Transportation Agency. Transfers to other funds were 1.2% of total General Fund disbursements in FY 2020.

Transfer to Revenue Stabilization Fund – Beginning in FY 2000, the County began setting aside money in the General Fund for a Revenue Stabilization Fund to address significant revenue reductions during severe, prolonged economic downturns. The Revenue Stabilization Fund represented 36.9% of the total fund balance in the General Fund as of June 30, 2020.

FY 2022 Budget

On May 3, 2021, the Board of Supervisors approved the FY 2022 Adopted Budget Plan. This budget was based on total revenues of \$4.52 billion, which is an increase of 1.4 percent over the FY 2021 Adopted Budget Plan. Residential equalization increased 4.25 percent and commercial equalization decreased 4.05 percent, resulting in an overall 2.88 percent increase in real estate values. The County's real estate tax rate was reduced from \$1.15 per \$100 of assessed value to \$1.14 per \$100 of assessed value.

FY 2022 General Fund Adopted Disbursements total \$4.53 billion, which is a 1.2 percent increase above the FY 2021 Adopted Budget Plan. County support to Fairfax County Public Schools is equal to \$2.38 billion, which is a 1.2 percent increase over the FY 2021 Adopted Budget Plan, and 52.6 percent of FY 2022 Disbursements. Also, funding is provided for a one percent market rate adjustment for all County employees, additional investments in public safety and human services, which are partially offset by departmental reductions and operational savings. The County will continue with a Mid-Year FY 2022 Budget Review (January 2022) as done previously in FY 2021, and the FY 2022 Third Quarter Review (Spring 2022) that coincides annually as part of the budget process.

FY 2023 Budget

On November 23, 2021, a Fairfax County Board of Supervisors and Fairfax County Public Schools Joint Budget Committee is scheduled to receive an initial forecast for the FY 2023 Budget. The County Executive is scheduled to present the FY 2023 Advertised Budget Plan to the Board of Supervisors on February 22, 2022.

CAPITAL IMPROVEMENT PROGRAM

In connection with the County's adopted comprehensive land use plan, the Fairfax County Planning Commission annually prepares and submits to the Board of Supervisors a capital improvement program ("CIP") for the ensuing five-year period. The CIP is designed to balance the need for public facilities as expressed by the County's land use plan with the fiscal capability of the County to provide for those needs.

The CIP is an integral element of the County's budgeting process. The five-year document serves as a general planning guide for the construction of general purpose, school and public utility projects in the County. The CIP is updated and approved by the Board of Supervisors each year. This annual review process prompts careful attention to the development of reliable capital expenditure and revenue estimates and the timely scheduling of bond referenda.

In connection with the CIP process, the Board of Supervisors has adopted certain policy guidelines for the development and financing of the CIP. These guidelines include self-imposed restrictions on the issuance of general obligation bonds designed to keep General Fund supported debt service expenditures less than 10% of total Combined General Fund disbursements, and to maintain the ratio of bonded indebtedness to the market value of taxable property in the County at a level less than 3.0%.

The Board of Supervisors continues to review the County's debt program in light of current fiscal conditions and capital needs. Currently, general obligation bond sales for new money projects are limited to an average of \$300 million per year with a maximum limit of \$325 million in a single year. The CIP for fiscal years 2022-2026 (along with estimates for fiscal years 2027 to 2031) was approved by the Board of Supervisors on April 27, 2021. The County program includes new construction, renovation and renewal of school facilities, parks, housing development, revitalization, storm water management, public safety and courts, libraries, human services, solid waste, sewers, and transportation. Significant capital construction activity from FY 2022-2031 totaling \$10.49 billion is anticipated for the County, in addition to \$0.88 billion in regional parks and water supply projects that are undertaken within the County to benefit County residents but not managed or funded directly by the County. The total capital construction activity to be financed by the County totals \$11.37 billion from FY 2022-2031.

RETIREMENT SYSTEMS

Fairfax County administers four separate public employee retirement systems that provide pension benefits for various classes of County employees: Fairfax County Employees' Retirement System (ERS), Fairfax County Police Officers Retirement System (PORS), Fairfax County Uniformed Retirement System (URS), and the Educational Employees' Supplemental Retirement System of Fairfax County (ERFC). In addition, professional employees of the Fairfax County Public Schools participate in a plan sponsored and administered by the Virginia Retirement System (VRS).

The Fairfax County retirement systems investments are managed by independent professional investment managers. Investments in derivatives are not made for speculative purposes but may be used by investment managers to gain access to markets, to reduce risk, or to reduce transaction costs.

In fiscal year 2015, the County implemented GASB No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*. GASB Statement No. 68 establishes the standards for accounting and reporting employee pension plans including the recognition and measurement of liabilities, deferred inflows and outflows, expenses and expenditures. The tables below are presented in conformity with GASB Statement No. 68.

As of June 30, 2019, membership in the reporting entity's plans consisted of the following:

Description Public Schools	Primary Government			Component Unit –
	ERS	PORS	URS	
Retirees and beneficiaries receiving benefits	9,468	1,153	1,402	ERFC 12,482
Terminated employees entitled to, but not yet receiving, benefits	2,293	69	89	5,240
Deferred Retirement Option Plan participants	806	59	137	N/A
Active employees	14,000	1,382	1,939	22,176

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

Fairfax County Employees' Retirement System (ERS)

Plan Description

The Fairfax County Employees' Retirement System (ERS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia which covers only employees of the reporting entity. The plan covers full-time and certain part-time employees of the reporting entity who are not covered by other plans of the reporting entity or the VRS. This is the only plan that provides pension benefits to both the primary government and component units. The balances have been allocated in the financial statements as follows: County 67.8 percent including business type activities, FCPS 26.9 percent, EDA 0.4 percent, FCRHA 1.5 percent, FCPA 3.4 percent of all totals.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Members who were hired before January 1, 2013, had the option to elect to join Plan A or Plan B, and members who were hired on or after January 1, 2013, may elect to join Plan C or Plan D. Members who were hired on or after July 1, 2019, are automatically enrolled in Plan E. To be eligible for normal retirement, an individual must meet the following criteria: (a) attain the age of 65 with five years of service, (b) for Plans A and B, attain the age of 50 with age plus years of service being greater than or equal to 80, or (c) for Plans C, D, and E, attain the age of 55 with age plus years of service being greater than or equal to 85. The normal retirement benefit is calculated using average final compensation (i.e., the highest 78 consecutive two week pay periods or the highest 36 consecutive monthly pay periods) and years (or partial years) of creditable service at date of termination. For Plans A, B, C, and D, if normal retirement occurs before Social Security benefits are scheduled to begin, an additional monthly benefit is paid to retirees. Plan E eliminates the pre-Social Security Supplement; however, there is a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those who commenced employment on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or entry into the Deferred Retirement Option Program (DROP). The benefit for early retirement is actuarially reduced and payable at early termination.

On December 4, 2018, the Fairfax County Board of Supervisors voted to approve changes to ERS, for employees hired on or after July 1, 2019, who will participate in a new plan. The changes include eliminating the pre-Social Security Supplement and eliminating the one-time 3 percent calculated

retirement annuity increase from the plan. Changes also include the addition of a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security.

Effective July 1, 2005, a DROP was established for eligible members of the ERS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for ERS are established and may be amended by County ordinances, including member contribution rates. Plan A and Plan C require member contributions of 4.0 percent of compensation up to the maximum Social Security wage base and 5.33 percent of compensation in excess of the wage base. Plan B, Plan D, and Plan E require member contributions of 5.33 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2020, was 28.35 percent of annual covered payroll. Since the ERS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2020, the amortization target of 100 percent was achieved. The employer contribution made during the measurement period of the liability was \$210,964,434. The FY 2020 employer contribution totaled \$234,743,643.

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Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year	
Measurement Date June 30 of prior year	2020
Total Pension Liability	
Service cost	\$99,759
Interest	400,860
Changes in benefit terms	29,355
Differences between expected and actual experience	-
Changes of assumptions	(329,517)
Benefit payments, including refunds of member contributions	
Net change in total pension liability	200,457
Total pension liability – beginning	5,591,224
Total pension liability – ending	\$5,791,681
Plan Fiduciary Net Position	
Contributions – employer	210,964
Contributions – member	37,916
Net investment income	243,546
Benefit payments, including refunds of member contributions	(329,517)
Administrative expense	(2,198)
Net change in plan fiduciary net position	160,711
Plan fiduciary net position – beginning	3,940,927
Plan fiduciary net position – ending	\$4,101,638
Net pension liability – ending	\$1,690,043
Plan fiduciary net position as a percentage of the total pension liability	70.8%
Covered employee payroll	\$777,319
Net pension liability as a percentage of covered employee payroll	217.4%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

Administration

There are ten members of the ERS Board of Trustees. Four members are appointed by the Board of Supervisors. Three members are elected representing the following groups: County employees, Schools employees, and retired employees. The Fairfax County Director of Human Resources and the Director of Finance serve as ex-officio members of the board, along with an appointee from the Fairfax County Public Schools system.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Fairfax County Police Officers Retirement Systems (PORS)*Plan Description*

The Fairfax County Police Officers Retirement System (“PORS”) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia. The plan covers County police officers who are not covered by other plans of the reporting entity or the VRS and former Park Police officers who elected to transfer to the PORS from the Uniformed Retirement System effective January 22, 1983.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Based on sworn in date, individuals were enrolled in Plan A, Plan B or Plan C. To be eligible for normal retirement, an individual must meet the following criteria: for Plan A (if

sworn in before December 31, 2012) attain the age of 55 or have completed 25 years of creditable service (20 years of creditable service if sworn in prior to July 1, 1981); for Plan B (sworn on or after January 1, 2013) and for Plan C (sworn on or after July 1, 2019) attain the age of 55 or have completed 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. For Plan B and Plan C, individuals may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan C, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if sworn in before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

Effective October 1, 2003, a DROP was established for eligible members of the PORS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for PORS are established and may be amended by County ordinances, including member contribution rates. Member contributions were based on 8.65 percent of compensation at June 30, 2020.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2020, was 41.60 percent of annual covered payroll. Since the PORS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2020, the amortization target of 100 percent was achieved. The employer contribution made for the measurement period of the liability was \$47,182,840. The FY 2020 employer contribution totaled \$50,781,403.

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Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2020
Total Pension Liability		
Service cost		\$ 31,993
Interest		123,663
Differences between expected and actual experience		(7,959)
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(80,576)
Net change in total pension liability		67,121
Total pension liability – beginning		1,713,295
Total pension liability – ending		\$1,780,416
Plan Fiduciary Net Position		
Contributions – employer		\$47,183
Contributions – member		10,177
Net investment income		71,578
Benefit payments, including refunds of member contributions		(80,576)
Administrative expense		(611)
Net change in plan fiduciary net position		47,751
Plan fiduciary net position – beginning		1,435,923
Plan fiduciary net position – ending		\$1,483,674
Net pension liability – ending		\$296,742
Plan fiduciary net position as a percentage of the total pension liability		83.3%
Covered employee payroll		\$117,663
Net pension liability as a percentage of covered employee payroll		252.2%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

Administration

There are seven members of the PORS Board of Trustees. Three members are appointed by the Board of Supervisors. Two members are active employee elected representatives, and one member is a retiree elected representative. The Fairfax County Director of Finance serves as an ex-officio member of the board.

Professional Services

Independent auditor, actuary and investment consultants are hired to provide service to the fund.

Fairfax County Uniformed Retirement System (URS)*Plan Description*

The Fairfax County Uniformed Retirement System (“URS”) is a legally separate single-employer defined benefit pension plan. The plan covers uniformed or sworn employees of the Fire and Rescue Department, Office of Sheriff, Park Police, helicopter pilots, and Animal Control Officers as well as non-administrative positions of the Department of Public Safety Communications who are not covered by other plans of the reporting entity or the VRS.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Employees hired before July 1, 1981, were enrolled in Plan A. Plan A members were given the opportunity to enroll in Plan B as of July 1, 1981, and to enroll in Plan C as of

April 1, 1997. From July 1, 1981, through March 31, 1997, all new hires were enrolled in Plan B. Plan B members were given the opportunity to enroll in Plan D as of April 1, 1997. From April 1, 1997, through December 31, 2012, all new hires were enrolled in Plan D. From January 1, 2013, forward, all new hires are enrolled in Plan E. From July 1, 2019, forward, all new hires are enrolled in Plan F. To be eligible for normal retirement an individual must meet the following criteria: (a) attain the age of 55 with six years of creditable service, or (b) complete 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. Annual cost-of-living adjustments are provided to retirees and beneficiaries equal to the lesser of 4.0 percent or the percentage increase in the Consumer Price Index for the Washington Consolidated Metropolitan Statistical Area. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those enrolled in Plan E and Plan F may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. For Plan F, individuals are not eligible for the one-time 3 percent calculated retirement annuity increase from the plan. In addition, Plan F eliminates the pre-Social Security Supplement; however, there is a cost neutral Early Age Option for employees who retire prior to full retirement age under Social Security. To be eligible for early retirement, employees must have 20 years of creditable service. The benefit for early retirement is actuarially reduced and payable at early termination.

Effective October 1, 2003, a DROP was established for eligible members of the URS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for URS are established and may be amended by County ordinances, including member contribution rates. Plan A requires member contributions of 4.0 percent of compensation up to the Social Security wage base and 5.75 percent of compensation in excess of the wage base. Plan B requires member contributions of 7.08 percent of compensation up to the Social Security wage base and 8.83 percent of compensation in excess of the wage base. Plan C requires member contributions of 4.0 percent of compensation. Plan D, Plan E, and Plan F require contributions of 7.08 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2020, was 38.44 percent of annual covered payroll. Since the URS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2020, the amortization target of 100 percent was achieved. The employer contribution made for the measurement period of the liability was \$69,246,070. The FY 2020 employer contribution totaled \$69,930,974.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2020
Total Pension Liability		
Service cost		\$43,537
Interest		153,521
Differences between expected and actual experience		(7,395)
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(105,543)
Net change in total pension liability		83,580
Total pension liability – beginning		2,125,850
Total pension liability – ending		\$2,209,430
Plan Fiduciary Net Position		
Contributions – employer		\$69,246
Contributions – member		12,605
Net investment income		78,142
Benefit payments, including refunds of member contributions		(105,543)
Administrative expense		(620)
Net change in plan fiduciary net position		53,830
Plan fiduciary net position – beginning		1,759,903
Plan fiduciary net position – ending		\$1,813,733
Net pension liability – ending		\$395,697
Plan fiduciary net position as a percentage of the total pension liability		82.1%
Covered employee payroll		\$178,285
Net pension liability as a percentage of covered employee payroll		221.9%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

Administration

There are eight members of the URS Board of Trustees. Three members are appointed by the Board of Supervisors. Three members are employee elected representatives comprised of two members from the Fire and Rescue Department, and one member from the Sheriff's Department. The Fairfax County Director of Finance and Director of Human Resources serve as ex-officio members of the board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)*Plan Description*

The Educational Employees' Supplementary Retirement System of Fairfax County ("ERFC") is a legally separate single-employer retirement system established under the Code of Virginia. The ERFC covers all full-time educational and civil service employees who are employed by the Public Schools and who are not covered by other plans of the reporting entity. The ERFC 2001 is the retirement plan for members of the ERFC whose membership commenced on or after July 1, 2001.

Benefit provisions for ERFC and ERFC 2001 are established and may be amended by ERFC's Board of Trustees (ERFC Board) subject to approval by the School Board. All members are vested for benefits after five years of service. The ERFC benefit formula was revised effective July 1, 1988,

following changes to VRS, which ERFC has historically supplemented. The benefit structure is designed to supplement VRS and Social Security benefits to provide a level retirement benefit throughout retirement.

ERFC 2001 has a stand-alone structure. Member contributions for ERFC and ERFC 2001 are made through an arrangement that results in a deferral of taxes on the contributions. Further details of member contributions may be found in Article III of the ERFC and ERFC 2001 Plan Documents.

ERFC and ERFC 2001 provide for a variety of benefit payment types. ERFC's payment types include Service Retirement, Reduced Service, Disability, Death-in-Service, and Deferred Retirement. ERFC 2001's payment types include Service Retirement, Death-in-Service, and Deferred Retirement. ERFC's minimum eligibility requirements for receipt of full benefits range from members attaining the age of 55 with 25 years of service to completing five years of service prior to age 65. The minimum eligibility requirements for full benefits for ERFC 2001 Tier 1 members are age 60 with five years of service or any age with 30 years of service. The minimum eligibility requirements for full benefits for ERFC Tier 2 members are full Social Security age with five years of service or age and service equal 90 (the rule of 90). Annual post-retirement cost-of-living increases are effective each March 31. Participants in their first full year of retirement from ERFC 2001 Tier 1 receive a 1.49 percent increase. Participants who retire on or after January 1 receive no cost-of-living increase that first March. Under ERFC 2001 Tier 2, the first cost-of-living increase will equal approximately half of the full amount. Thereafter, the full cost-of-living increase will equal 100 percent of the Consumer Price Index for all Urban Consumers for the Washington, D.C. metropolitan area for the period ending in November of each year, capped at 4%. Additional details regarding benefit payment types can be found in the actuarial valuation and the Plan Documents.

Funding Policy

All contribution requirements for ERFC plans are established and may be amended by the ERFC Board with the approval of the School Board. The requirements are based upon a fundamental financial objective of having rates of contribution that remain relatively level from generation to generation of employees. To determine the appropriate employer contribution rates and to assess the extent to which the fundamental financial objective is being achieved, ERFC has actuarial valuations prepared annually. Members are required to contribute 3 percent of annual salary. The employer is required to contribute at an actuarially determined rate which was 6.44 percent for fiscal year 2020. Employer contributions to the pension plan were \$104,741,255 and \$96,982,911 for the years ended June 30, 2020, and June 30, 2019, respectively.

The actuarial valuations are used to set the employer contribution rate for the two-year period beginning 18 months after the valuation date. As such, the December 31, 2017, valuation recommended that the contribution rate for the two-year period beginning July 1, 2019, to June 30, 2021, be increased from 6.26 percent to 6.44 percent.

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Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year	2020
Total Pension Liability	
Service cost	\$90,633
Interest	231,477
Changes of Benefit Terms	-
Differences between expected and actual experience	27,727
Changes of assumptions	-
Benefit payments, including refunds of member contributions	(181,932)
Net change in total pension liability	<u>167,905</u>
Total pension liability – beginning	<u>3,238,436</u>
Total pension liability – ending	<u>\$3,406,341</u>
Plan Fiduciary Net Position	
Contributions – employer	\$96,983
Contributions – member	46,645
Net investment income	117,728
Benefit payments, including refunds of member contributions	(181,932)
Administrative expense	(4,262)
Net change in plan fiduciary net position	<u>75,162</u>
Plan fiduciary net position – beginning	<u>2,446,280</u>
Plan fiduciary net position – ending	<u>\$2,521,442</u>
Net pension liability – ending	<u>\$884,899</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>74.0%</u>
Covered employee payroll	\$1,549,248
Net pension liability as a percentage of covered employee payroll	<u>57.1%</u>

Source: Fairfax County Comprehensive Annual Financial Report for FY 2020

Administration

The Board is composed of seven members: three are appointed by the School Board, and three are elected by active ERFC members. The six combined Board members recommend someone who is not affiliated with FCPS for the seventh position, which is subject to approval by the School Board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Virginia Retirement Systems (VRS)*Plan Description*

FCPS contributes to VRS on behalf of its covered professional employees. VRS is a cost-sharing, multiple-employer retirement system, which administers two defined benefit plans and a hybrid plan that combines the features of a defined benefit plan and a defined contribution plan. These plans are administered by the Commonwealth and provide coverage for Commonwealth employees, public school board employees, employees of participating political subdivisions, and other qualifying employees. All full-time, salaried, permanent employees of VRS-participating employers are automatically covered under VRS. All employees hired after January 1, 2014, are automatically enrolled in the Hybrid Plan. Contributions made by members and participating VRS employers are invested to provide future retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries.

Funding Policy

The contribution requirement for active employees is governed by Section 51.1-145 of the Code, as amended, but may be affected as a result of funding provided to school divisions by the Virginia General Assembly. Employees are required to contribute 5.0 percent of their compensation toward their retirement. Each school division's contractually required contribution rate for the year ended June 30, 2019, was 15.68 percent of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2017. The actuarial rate for the Teacher Retirement Plan was 15.68 percent. The actuarially determined rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employee during the year, with an additional amount to finance any unfunded accrued liability. Based on the provisions of Section 51.1-145 of the Code, as amended, the contributions were funded at 100 percent of the actuarial rate for the year ended June 30, 2020. Employer contributions to the pension plan were \$255,030,396 and \$242,912,277 for the years ended June 30, 2020, and June 30, 2019, respectively.

Fairfax County Retirement Systems – Plan Revisions from the Board of Supervisors

As directed by the Board of Supervisors, the Fairfax County Department of Human Resources contracted with a benefits consultant to conduct a comprehensive retirement study. Based on the results of this study, the Board of Supervisors, as part of their mark-up of the FY 2013 Adopted Budget Plan on April 24, 2012, reaffirmed the County's commitment to a defined benefit plan model for current employees and for new hires. The Board also directed staff to prepare revisions to the Fairfax County Code to incorporate several modifications to the retirement systems, to apply only to new employees who are hired after January 1, 2013. These changes included increasing the minimum retirement age from 50 to 55 in the Employees' system, increasing the rule of 80 to the rule of 85 in the Employees' system, removing the pre-Social Security Supplement from DROP accounts in the Employees' system and the Uniformed system, and placing a cap on the use of sick leave for retirement purposes at 2,080 hours for all three retirement systems.

During 2017 and 2018, the Board of Supervisors again directed County staff to review its retirement plans. A retirement workgroup was established consisting of Board members and employee group representatives that included presentations and group discussions on retirement demographics, trends, potential benefit changes. Following a public hearing on December 4, 2018, the Board of Supervisors approved changes for new employees hired on or after July 1, 2019. These changes included the elimination of the Pre-Social Security supplement for the Employees' and Uniformed systems, and the elimination of a prior provision that increased the annual annuity calculation by 3 percent for the Employees, Uniformed, and Police Retirement plans.

Fairfax County - Other Post-Employment Benefits (OPEB)

Plan Description and Administration

The Fairfax County OPEB Plan (the Plan) is a single-employer defined benefit plan administered by Fairfax County. The Plan provides the opportunity to continue participation in medical/dental, vision, and life insurance benefits for eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. The benefit provisions are established and may be amended by the Board. Fiduciary oversight is provided by the members of the Deferred Compensation Board. The members of the Deferred Compensation Board are the CFO, Director of Finance, Director of Human Resources, Director of Management and Budget, and the Executive Director of the Retirement Agency. The Plan does not issue a stand-alone financial report.

Beginning in fiscal year 2006, the amount of monthly medical subsidy provided by the County is based on years of service and ranges from \$30 per month to \$220 per month. Employees who retired prior to July 1, 2003, are eligible for the greater of the amount based on the current subsidy structure or the amount calculated based on the subsidy structure in place prior to July 2003. In addition, the Board has established a program to subsidize the continuation of term life insurance at reduced coverage amounts for retirees. Retirees generally pay for 50 percent of their coverage amounts at age-banded premium rates, with the County incurring the balance of the cost. In order to receive these subsidies, retirees must be 55 or older and have a minimum of five years of service credit. If participation in any of the benefit areas is discontinued, eligibility is lost and a retiree may not re-enroll into the Plan. Consequently, all inactive employees are considered to be receiving benefits.

Participant data for fiscal years 2019 and 2020 is as follows:

Membership	FY 2019	FY 2020
Medical Members		
Number of Active Members	13,364	13,579
Average Age	44	44
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,381	5,437
Average Age	67	67
Life Insurance Members		
Number of Active Members	13,364	13,579
Average Age	44	44
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,761	5,927
Average Age	68	68

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

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Statement of Changes in Net Position for the Fiscal Year ended June 30, 2020 – OPEB Trust Fund

ADDITIONS:	<u>2020</u>
Contributions:	
Employer	\$19,460,652
Other	<u>215,858</u>
Total Contributions	<u>\$19,676,510</u>
Investment Income from Investment Activities:	
Net (appreciation) in fair value of investments	\$9,770,808
Interest	<u>130,800</u>
Total Income from Investment Activities	<u>\$9,900,908</u>
Less Investment Activities Expenses:	
Management Fees	\$266,943
Other	<u>500</u>
Total Investment Activities Expenses	<u>\$267,443</u>
Net Income from Investment Activities	<u>\$9,633,465</u>
Net investment income	<u>\$9,633,465</u>
Total Additions	<u>\$29,309,975</u>
DEDUCTIONS:	
Benefits	\$23,254,464
Administrative Expenses	<u>130,788</u>
Total Deductions	<u>\$23,385,252</u>
Net Increase	<u>\$5,924,723</u>
Net Position - July 1, 2019	<u>324,839,634</u>
Net Position - June 30, 2020	<u>\$330,764,357</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

Net OPEB Liability for the Plan

The Plan's net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$348,205,749
Plan Fiduciary Net Position (Market Value of Assets)	<u>(330,764,357)</u>
Net OPEB Liability	<u>\$17,441,392</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	94.99%

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

Fairfax County Public Schools - Other Post-Employment Benefits (OPEB)

Plan Description and Administration

The Fairfax County Public Schools OPEB Trust Fund is a single-employer defined benefit plan administered by the Fairfax County Public Schools (Public Schools”). Public Schools’ plan provides health benefits to eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. Benefit provisions are established and may be amended by the School Board. Fiduciary oversight is provided by the members of the Local Finance Board for OPEB. The Plan does not issue a stand-alone financial report.

A retiree and/or spouse who is at least 55 of years of age and participates in a Public Schools administered health insurance plan will receive an explicit subsidy ranging from \$15 to \$175 per month, based on years of service and the retirement plan in which the retiree is covered. In addition, Public Schools provides an implicit subsidy by allowing retirees to participate in the health insurance plans at the group premium rates calculated on the entire universe of active and retired employees. This subsidy occurs because, on an actuarial basis, the current and future claims of the retiree participants are expected to result in higher per person costs to the insurance plans than will be the experience for active employees.

Participant data for fiscal years 2019 and 2020 is as follows:

Membership	FY 2019	FY 2020
Medical Members		
Number of Active Members	20,309	19,878
Average Age	46	46
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	10,037	10,135
Average Age	72	72
Life Insurance Members		
Number of Active Members	4,705	4,457
Average Age	52	53
Average Service	12	12
<u>Number of Inactive Members</u>		
Retirees and Spouses	2,546	2,844
Average Age	71	72

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

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Statement of Changes in Net Position for the Fiscal Year ended June 30, 2020 – OPEB Trust Fund

ADDITIONS:	<u>2020</u>
Contributions:	
Employer	<u>\$28,875,000</u>
Total Contributions	<u>\$28,875,000</u>
Investment Income from Investment Activities:	
Net increase in fair value of investments	\$4,561,466
Administrative Expense	<u>(101,363)</u>
Total Income from Investment Activities	<u>\$4,460,103</u>
Total Additions	<u>\$33,335,103</u>
DEDUCTIONS:	
Benefits payments / refunds	<u>\$23,875,000</u>
Total Deductions	<u>\$23,875,000</u>
Net Increase	<u>\$9,460,103</u>
Net Position - July 1, 2019	<u>146,508,965</u>
Net Position - June 30, 2020	<u>\$155,969,068</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

Net OPEB Liability for the Plan

The Public Schools' net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$220,082,429
Plan Fiduciary Net Position (Market Value of Assets)	(155,969,068)
Net OPEB Liability	<u>\$64,113,361</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	70.87%

Source: Fairfax County Comprehensive Annual Financial Report FY 2020

For further information regarding the County's retirement systems, see "Basic Financial Statements – Notes to Financial Statements – Notes G and H" in the County's financial statements for the Fiscal Year ended June 30, 2020.

CONTINGENT LIABILITIES AND CLAIMS

The County is contingently liable with respect to lawsuits and other claims that arise in the ordinary course of its operations. See Note L in the County's Financial Statements in the County's financial statements for the Fiscal Year ended June 30, 2020.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix VI.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law, and subject to the provisions of this section, interest on the Bonds will not be includable in gross income of the owners of the Bonds for federal income tax purposes. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. In general, the issue price of a maturity of the Bonds is the first price at which a substantial amount of Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may differ from the price shown on the inside cover page of this Official Statement, and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

Original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial

amount of such Bonds is sold to the public may be determined according to rules that differ from those described above. An owner of a Discount Bond should consult his tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the Bonds. An owner of such Bonds is required to decrease his adjusted basis in such Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Bonds are held. An owner of such Bonds should consult his tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Bonds and with respect to state and local income tax consequences of owning and disposing of such Bonds.

Backup Withholding

Interest paid on the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest on the Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

FINANCIAL ADVISOR

The County has retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the “Financial Advisor”) in connection with the issuance of the Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

RATINGS

The Bonds have been rated “___” by Fitch Ratings (“Fitch”), “___” by Moody’s Investors Service, Inc. (“Moody’s”), and “___” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”). The County requested that the Bonds be rated and furnished certain information to Fitch, Moody’s, and S&P, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell, or hold the Bonds. Generally, rating agencies base their ratings on such materials and information provided by the County, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Bonds.

SALE AT COMPETITIVE BIDDING

The Bonds of each Series will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the separate Notice of Sale relating to each Series of Bonds (See “Appendix

VIII – Notice of Sale”). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a “Final Official Statement” within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the “Underwriters”), the expected selling compensation to the Underwriters and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriters.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

FUTURE FINANCIAL INFORMATION

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Bonds, unless it has determined that the issuer of such securities and/or other persons deemed to be material “obligated persons” have committed to provide to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data (“Annual Reports”), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix VII), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2022, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA. The County has updated its procedures relating to compliance with its undertakings under the Rule to reflect the recent amendments to the Rule.

On January 23, 2019, S&P upgraded its rating from “AA” to “AA+” on several series of the Fairfax County Economic Development Authority’s Silver Line Phase I Bonds payable from certain revenues of the County, subject to appropriation by the County’s Board of Supervisors. Although the rating upgrade was reflected in the EMMA database for such Bonds, the County did not file a timely Event Notice with EMMA with respect to this rating upgrade. The County has updated its procedures to ensure the timely filing of Event Notices in the future.

In addition, pursuant to the continuing disclosure undertakings relating to certain sewer revenue bonds defeased on May 12, 2016 (the “Sewer Bonds Defeasance”), the County agreed to provide timely notice of the Sewer Bonds Defeasance. Pursuant to the escrow deposit agreement, dated May 12, 2016, between Fairfax County and its Escrow Agent, the Escrow Agent agreed to provide notice to EMMA of the Sewer Bonds Defeasance within two days of the date of the agreement. The Escrow Agent did not provide this notice within the two-day period. After inquiry from the County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant sewer undertakings. The County has strengthened its procedures to ensure that event notices to be provided by outside entities on the County’s behalf are done within the required time periods.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

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PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

By: _____, Chairman

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[Insert Organization Chart here]

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[Insert Regional map here]

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[Insert County Map here]

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FAIRFAX COUNTY, VIRGINIA
MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS
(Fiscal Year Ended June 30, 2021)^{[1](#)}

¹ This Appendix comprises the County's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2021. In order to preserve cross-references within such pages, this Appendix has not been repaginated and, accordingly, retains the original pagination.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each principal amount of Bonds of a Series and maturity bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of the Bonds (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may

not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

February __, 2022

Board of Supervisors of Fairfax County, Virginia
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the “County”), we have examined certified copies of the legal proceedings, including the election proceedings and other proofs submitted, relative to the issuance and sale of

\$ _____
Fairfax County, Virginia
Public Improvement Bonds, Series 2022A
 (the “Bonds”)

The Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2022 to 2041, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2022. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Board of Supervisors of Fairfax County on December __, 2021.

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an ad valorem tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the school board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Respectfully submitted,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by Fairfax County, Virginia (the “County”), in connection with the issuance by the County of \$_____ aggregate principal amount of its Public Improvement Bonds, Series 2022A (the “Bonds”), pursuant to the provisions of a resolution (the “Resolution”) adopted on December __, 2021, by the Board of Supervisors of the County. The proceeds of the Bonds are being used by the County to finance and refinance various public improvements in the County. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices, or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material;

- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;
- (15) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean any of the original underwriters of the County’s Bonds required to comply with the Rule in connection with the offering of such Bonds.

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

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

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other

proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2022). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if the County is not acting as Dissemination Agent at such time.) In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County’s audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

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

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

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited annual financial statements of the County, and (ii) updated operating data, as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

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

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

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution or the Bond, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's Bonds, and shall create no rights in any other person or entity.

Date: February __, 2022

FAIRFAX COUNTY, VIRGINIA

By:

Christina C. Jackson
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

- (a) amended financial statements of the County;
- (b) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.
- (c) **Debt Information.** Updated information concerning general obligation bond indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.
- (d) **Demographic Information.** Updated demographic information respecting the County such as its population, public school enrollment, and per pupil expenditures.
- (e) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits, and taxable sales data.
- (f) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses, and actuarial valuation(s) of such plans.
- (g) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

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

EXHIBIT B

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

**Re: FAIRFAX COUNTY VIRGINIA
PUBLIC IMPROVEMENT BONDS,
SERIES 2022A**

CUSIP NOS.:

Dated: _____, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Resolution, adopted on December ___, 2021, by the Board of Supervisors of the County, the proceeds of which were used to finance and refinance various public improvements in the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By:

Title:

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NOTICE OF SALE

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ACTION - 5

Approval of a Project Funding Agreement with the Metropolitan Washington Airports Authority for the Construction of a Sidewalk Along Sunrise Valley Drive West of Reston Parkway (Hunter Mill District)

ISSUE:

Board of Supervisors' approval of a funding agreement (Attachment I) with the Metropolitan Washington Airports Authority (MWAA) for the construction of sidewalk along the southside of Sunrise Valley Drive west of Reston Parkway, and authorization for the director of the Fairfax County Department of Transportation (FCDOT) to execute the agreement.

RECOMMENDATION:

The County Executive recommends that the Board approve, in substantially the form of Attachment I, the agreement with MWAA for the construction of sidewalk along the southside of Sunrise Valley Drive west of Reston Parkway and authorize the director of FCDOT to execute the agreement.

TIMING:

Board approval is requested on December 7, 2021, so construction of the project can begin in late 2021.

BACKGROUND:

A sidewalk on the south side of Sunrise Valley Drive between Reston Parkway and Glade Drive was identified as part of the Reston Area Metrorail Station Access Group (RMAG) study. The goal of this recommendation was to provide complete pedestrian connections to the new Silver Line Metrorail stations, like Reston Town Center south, which is within one third of a mile of the proposed sidewalk.

At the time design of this improvement was underway, the Dulles Corridor Metrorail Project (DCMP) was simultaneously developing plans for modifications to the western approach of the Reston Parkway and Sunrise Valley Drive intersection. It was determined that the timing of the two projects would complicate construction of the sidewalk. The portion of the sidewalk between the Reston Association entrance and Reston Parkway was removed from the County project, and the County requested that the DCMP complete the remaining portion of sidewalk with the understanding the

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County would be responsible for the cost. The County's portion of the project, from Glade Drive to just east of the Reston Association entrance, was constructed by the County and completed in 2020.

The DCMP has already expended \$49,110 for land acquisition and \$300,000 in design. MWAA has selected a contractor to construct the remaining sidewalk and received a cost for construction of \$150,112 with a \$75,000 allowance for utilities. The total cost for the construction, utilities, and costs already incurred amount to \$574,222. FCDOT staff worked with MWAA on an agreement to construct the sidewalk. If approved, MWAA has indicated that the sidewalk construction would take approximately four months. There are no anticipated delays to Phase 2 of the Silver Line with the inclusion of this work.

FISCAL IMPACT:

The County is funding this portion of the sidewalk project under the project funding agreement with the Virginia Department of Transportation for RMAG projects approved by the Board on May 14, 2013. The current total estimate for this sidewalk project is \$574,222. Staff has identified local funds in Fund 40010 County and Regional Transportation Projects, in project 2G40-001-000, Construction Reserve, to provide the balance of the funding needed to advance the project. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I – Funding Agreement for Project Change and Attachments

STAFF:

Rachel A. Flynn, Deputy County Executive
Joe LaHait, Debt Coordinator, Department of Management and Budget
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Special Projects Division, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT
Smitha Chellappa, Funding Section, FCDOT

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

FUNDING AGREEMENT FOR PROJECT CHANGE

This Funding Agreement for Project Change (the “**Agreement**”) is entered into effective as of the ____ day of _____, 2021, between the COUNTY OF FAIRFAX, VIRGINIA (the “**County**”) and the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (the “**Airports Authority**”).

BACKGROUND TO THIS AGREEMENT

- A. The Airports Authority is administering the construction of Phase 2 of the Washington Metropolitan Area Transportation Authority’s Silver Line (“**Phase 2**”). Phase 2 extends the Silver Line from its Phase 1 terminus at Wiehle Avenue in Fairfax County, through Dulles Airport to a new terminus at Route 772 in Loudoun County. Phase 2 includes five rail stations (as well as the terminus) and construction of a rail maintenance facility at Dulles Airport.
- B. The County desires to have the Airports Authority administer, as part of Phase 2, certain additional or modified work in the County related to sidewalk improvements as described in Appendix A to this Agreement. The additional or modified scope of work is referred to below as the “Agreed Work.”
- C. The County and the Airports Authority have agreed upon the desired schedule, attached hereto in Appendix B, for the completion of the Agreed Work (the “**Agreed Schedule**”).
- D. Subject to appropriation, the County is willing to pay, or has otherwise made available, the cost of the Agreed Work as shown in Appendix C to this Agreement (the “**Agreed Costs**”). The County understands that due to unforeseen circumstances, the cost of the Agreed Work might exceed current estimates. Such excess costs are referred to as “**Overruns**”.
- E. The County and the Airports Authority have agreed, due to certain funding and regulatory constraints, that the Agreed Work cannot be paid for initially with Project funds and then reimbursed by the County. Instead, the County will deposit with the Airports Authority, in advance, the funds currently estimated to be required from time to time to pay for the Agreed Work (the “**Deposit**”) in accordance with Section 2 of this Agreement.
- F. The Airports Authority is willing to arrange for the Agreed Work to be completed under the Design-Build Contract for the Dulles Corridor Metrorail Project Phase 2, Package A dated May 14, 2014 (as amended, the “**Contract**”) between the Airports Authority and Capital Rail Constructors, A Joint Venture (the “**Contractor**”), and under the General Construction Design-Build Task Order Services for DCMP Phase 2 Closeout contract, Package K, between the Airports Authority and Balfour Beatty Construction (the “**Package K Contractor**”).
- G. The Airports Authority will require its contractor as said forth in paragraph F above of this agreement to name Fairfax County as an additional insured under the Builder’s Risk policy in effect during construction of Agreed Work pursuant to Section 22.1.4 of the Contract.

AGREEMENT

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

1. Airports Authority Obligations.

A. After the Deposit required below has been made, the Airports Authority will issue one or more task orders or directive letters under the Contract to cause the Agreed Work to be (i) included in the Work of the Contract, and (ii) to be completed by the Contractor in accordance with the Contract, the Agreed Schedule, and all applicable federal, state, and local law regulations. The Contractor, and not the Airports Authority, will be responsible for the Agreed Work.

B. The Airports Authority will use the Deposit to pay for the Agreed Work including the Contractor's charges for scope definition and cost estimating.

C. The Airports Authority will provide to the County on a monthly basis a detailed statement of payments made by the Airports Authority to the Contractor for the Agreed Work.

D. The Airports Authority will promptly notify the County of expected Overruns and provide detailed estimates of all such additional costs.

E. The Airports Authority will return any unexpended Deposit funds to the County no later than ninety (90) days after the Agreed Work has been completed and has been paid for in full.

2. County Obligations.

A. The County will, within thirty (30) days after the date of this Agreement (and in any event prior to the Airports Authority's issuance of a change order or directive letter as described in Section 1.A above) transfer the Deposit in the amount detailed in Appendix C and totaling \$584,733. Such funds shall be provided by wire transfer of immediately available funds to a bank designated by the Airports Authority.

B. The County accepts responsibility for the Overruns, and agrees to fund the Overruns through the Deposit along with the other costs of the Agreed Work, subject to appropriations by the Fairfax County Board of Supervisors and further subject to Section 3 below.

C. The County will promptly notify the Airports Authority if the County disagrees with the Airports Authority's application of Deposit funds. The parties will cooperate to resolve such disagreements. Unresolved disagreements will be resolved pursuant to the dispute resolution procedures in the Cooperative Agreement between the County and the Airports Authority dated July 9, 2007 as amended or clarified from time to time.

D. The County will review all invoices and supporting documentation submitted by the Airports Authority under Section 1 to document spending from the Deposit. If the County believes that the Airports Authority improperly applied amounts from the Deposit, and the matter is not resolved at the staff level, then the County may proceed under Section 6 below. If the matter is resolved by a final determination that funds from the Deposit were used that should not

have been used, then the Airports Authority shall restore the funds in question as a Phase 2 project cost.

3. County's Cancellation Right.

If the County determines that the Agreed Work is likely to result in Overruns that are unacceptable to the County, or if the County lacks the required appropriation of funds to continue to pay the Agreed Costs or Overruns, the County may elect by written notice to the Airports Authority to terminate the County's obligation to add additional funds to the Deposit. The Airports Authority will then determine in its reasonable judgment, after consultation with the funding partners for Phase 2, whether to proceed with or to cancel the Agreed Work that was not done as of the County's termination notice. After a termination notice, the Airports Authority may nevertheless use the Deposit to pay for the following costs (referred to as "**Windup Costs**"): (i) the cost of Agreed Work already done, (ii) the cost of remaining Agreed Work, and (iii) the cost of any change orders to delete the remaining Agreed Work. If Deposit is insufficient to pay the Windup Costs, the shortfall will be allocated as the Airports Authority and the County agree, acting reasonably. When and if either of them determines that they are unable to reach agreement, the matter ("**Windup Dispute**") shall be resolved pursuant to the dispute resolution procedures in the Cooperative Agreement between the County and the Airports Authority dated July 9, 2007 as amended or clarified from time to time

4. Shared Overruns.

To the extent the resolution of a Windup Dispute establishes that the County is not responsible for a shortfall, then subject to the agreement the funding partners for Phase 2 the shortfall shall be a Project cost allocated as provided in the funding agreements in place from time to time among those funding partners.

5. Maintenance Agreement.

MWAA and the County will work with the Virginia Department of Transportation (VDOT) to enter into a mutually acceptable maintenance agreement, based on the agreement those parties established with respect to Phase 1 of the Silver Line, to allocate maintenance responsibility after completion of the facilities that are part of the Agreed Work.

6. Dispute Resolution.

In the event of a dispute under this agreement, the parties agree to meet and confer in order to effect a mutually agreeable solution. Each party shall designate an authorized official to conduct negotiations on that party's behalf. Any resolution reached via the meet and confer process shall be presented to the respective parties' chief executive, or if appropriate to the Fairfax County Board of Supervisors and the Metropolitan Washington Airports Authority

Board, for approval and ratification. Nothing herein shall preclude or affect either party's legal rights under the law.

7. Miscellaneous.

A. This Agreement shall be binding upon the parties hereto and their successors and assigns.

B. This Agreement may be modified by a writing signed by an authorized representative of each of the parties.

C. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of any party, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

D. This Agreement shall not be construed as a waiver of the sovereign immunity of any party hereto.

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

COUNTY OF FAIRFAX

By: _____ Date _____

Typed or Printed Name and Title of Signatory

Signature of Witness

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By: _____ Date _____

Andrew Hascall, PE,
Senior Vice President (Acting) Dulles Corridor Metrorail Project
Office of Engineering

Signature of Witness

Appendices

- A. Description of Agreed Work
- B. Agreed Schedule
- C. Agreed Costs

Attachment A: Agreed Work
Sunrise Valley Drive Sidewalk at Reston Parkway

In November 2016, Fairfax County requested by letter to the Airports Authority that the Dulles Corridor Metrorail Project include sidewalk improvements on Sunrise Valley Drive in Capital Rail Constructors scope for Reston Parkway improvements. CRC was directed to design the sidewalk to fit into the existing 10-foot buffer along Sunrise Valley Drive to minimize the overall impact of the design change. CRC designed a 5' sidewalk, beginning at the curb return on the east side of Reston Association driveway and ties into the proposed sidewalk on Reston Parkway.

To date, the Project has acquired the necessary property rights to construct the sidewalk improvements, and CRC has completed the sidewalk design and some of the utility relocation necessary to advance the betterment request. Completion of the any additional utility relocation, and construction of the sidewalk will be completed by the Package K closeout contractor as a task order.

Attachment B: Schedule
Sunrise Valley Drive Sidewalk at Reston Parkway

Projected Schedule:

Issuance of Task Order: October 2021

Pre-Construction activities: 3 months

Construction of sidewalk: 4 weeks

Estimated substantial completion of sidewalk: January 2022.

Schedule Narrative:

In December 2016, the Metropolitan Washington Airports Authority directed Capital Rail Constructors to proceed with the design and construction of the proposed sidewalk between Reston Parkway and Edmund Halley Drive on the eastbound side of Sunrise Valley Drive. Between December 2016 and October 2019, CRC designed the sidewalk improvements and completed relocation of all utilities with the exception of the Verizon ductbank.

A Task Order has been issued and will be awarded to Balfour Beatty, with Notice to Proceed expected in _____ 2021. Balfour Beatty will be responsible for MOT design, permitting, and construction of the sidewalk. Construction of the sidewalk is estimated to be completed in January 2022.

Attachment C: Agreed Costs
Sunrise Valley Drive Sidewalk at Reston Parkway

Cost Already Incurred by MWAA:

Property Acquisition: \$49,110.00

- Parcel 268: AG-ARC Reston 1 Owner, LLC
 - o Dominion Energy Virginia easement
 - o Appraisal value: \$47,370
 - o Size: 7,177 square feet
 - o Negotiated settlement: \$49,110
 - o Total acquisition cost was \$85,000 (negotiated settlement). The appraisal value was \$204,445, which included fee simple, a traffic signal easement, the Dominion Energy easement, a temporary construction easement, and site improvements (landscaping, etc). The landowner elected to dedicate the fee simple, which reduced the cost by \$122,475, but requested an administrative settlement of \$85,000 for the total remaining costs. The Project applied the \$3,530 administrative settlement increase to the remaining easements and improvements on a percentage of total basis to arrive at the estimated easement cost of \$49,110 for the Dominion Energy easement.

Design & Utility Relocation by CRC: \$300,000

- Negotiated change order CO-333

Additional Costs:

Utility Relocation by Balfour Beatty: \$75,000 (allowance item in scope)

Construction and Coordination by Balfour Beatty: \$160,623 (proposal; less the \$75,000 utility allowance)

TOTAL Cost Estimate:

Property Acquisition	\$49,110
Design & Utility Relocation by CRC	\$300,000
Utility Relocation by Balfour Beatty	\$75,000
Construction and Coordination by Balfour Beatty	\$160,623
TOTAL	\$584,733

ACTION - 6

Approval of the Consumer Protection Commission Recommendation on the Number of Taxicab Certificates to be Authorized in 2021

ISSUE:

Board approval of the Consumer Protection Commission recommendation that no additional taxicab certificates be made available to be issued in 2021.

RECOMMENDATION:

The County Executive recommends that the Board approve the Consumer Protection Commission recommendation.

TIMING:

Board action is requested on December 7, 2021.

BACKGROUND:

Fairfax County Code Section 84.1-2-5 provides that in each odd-numbered year the Board will determine the number of taxicab certificates that are available to be issued to operators (the “biennial determination”). This code section is provided in Attachment 1.

Declining demand for taxicab service was initially observed in the 2015 biennial determination and was further evident in the 2017 and 2019 biennial determination analyses.

In an April 16, 2018, memorandum to the Board, staff notified the Board that the County’s taxicab market was experiencing a period of unprecedented contraction due to widespread customer acceptance of transportation network companies (TNCs) such as Uber and Lyft. The memorandum noted that as of April 2018, the County’s fleet size had dropped from 654 to 453 taxicabs due to operators’ relinquishment of 201 taxicab certificates. Since that April 2018 memorandum, operators have relinquished an additional 283 certificates, bringing the current Fairfax County taxicab fleet to 170 vehicles.

In October 2021, staff completed the Taxicab Demand Formula and Analysis shown in the following chart. This formula calculates the weighted change over time in criteria that contribute to demand for taxicab service, specifically: (1) average trips per

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certificate (45%); (2) mass transit and tourism composite (30%); (3) population (20%); and (4) percent of households without a vehicle (5%).

Taxicab Demand Analysis Criteria		Percent Change	Formula Weight	Weighted Change
1	Average Trips per Certificate	-88.01%	45%	-39.61%
2	Mass Transit and Tourism Composite	-47.51%	30%	-14.25%
3	Population	4.92%	20%	0.98%
4	Percent Households without a Vehicle	0%	5%	0.00%
Total Weighted Change			100%	-52.88%

The results of the 2021 demand analysis yield a total weighted change of -52.88 percent. Applying this weighted change to the last year (2013) that an increase in taxicab certificates was authorized, would result in a reduction of 346 taxicab certificates from the 654 currently authorized. This analysis would support a taxicab certificate count of 308. While the taxicab industry did experience significant impact due to the COVID-19 pandemic, transportation network companies such as Uber and Lyft continue to account a portion of the demand for taxicab service. This circumstance, combined with increased residential housing near metro service, has led to only 170 taxicab certificates being renewed in 2021.

The taxicab industry may experience some recovery in 2022 and beyond, and for that reason staff recommends neither an increase nor a decrease in the number of authorized taxicab certificates at this time. Should the Board of Supervisors approve the Consumer Protection Commission recommendation, the current authorized taxicab certificates would remain at 654 with a current taxicab fleet size of 170 as reflected in the following chart.

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Company/Owner	2016	2017	2018	2019	2020	2021
Fairfax Yellow Cab Murphy Brothers, Inc.	306	306	260	195	155	90
Springfield Yellow Paul Wallace Management, Inc.	125	115	80	65	45	30
Fairfax Red Top Fairfax Taxi, Inc.	111	111	60	55	40	10
White Top Cab King Cab Company, Inc.	73	59	53	53	40	40
EnviroCab EnviroCab	39	0	0	0	0	0
Taxicab Fleet Size	654	591	453	368	280	170

On November 16, 2021, staff presented its 2021 biennial determination analysis to the Consumer Protection Commission (CPC). Following the staff presentation and discussion, the CPC voted unanimously to recommend to the Board that no additional taxicab certificates be made available to be issued in 2021.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax County Code Section 84.1-2-5

STAFF:

Ellicia Seard-McCormick, Deputy County Executive
Michael S. Liberman, Director, Department of Cable and Consumer Services
Rebecca L. Makely, Department of Cable and Consumer Services

ASSIGNED COUNSEL:

John W. Burton, Assistant County Attorney

FAIRFAX COUNTY CODE
CHAPTER 84.1 - Public Transportation.
ARTICLE 2. - Operator's and Taxicab Certificates.

Section 84.1-2-5. Establishment of public convenience and necessity; burden of applicant.

- (a) The number of certificates that are available to be issued on a biennial basis, will be determined by the Board, based on public convenience and necessity, after considering any appropriate recommendations submitted by the Commission or the Director and such other information as the Board chooses to consider. That number will be reviewed and established by resolution of the Board after May 1 of each odd numbered year, but the Board reserves the right to revise that number by subsequent resolution as the Board deems appropriate. The burden will be upon the applicant to establish the existence of all facts and statements within the applicant's application and to provide such other information as is required or requested pursuant to this Chapter.
- (b) If the applicant applies for certificates in excess of the number determined by the Board, based on public convenience and necessity, the burden of proof for the excess certificates shifts to the applicant. The applicant will then have the burden of establishing that public welfare will be enhanced by the award of the certificates of public convenience and necessity requested in the application. The applicant will be required to provide factual documented evidence indicating the demand and establishing public welfare.

(4-00-84.1; 56-08-84.1.)

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ACTION - 7

Approval of a Letter to the Virginia Department of Rail and Public Transportation with Comments on the Springfield to Quantico Enhanced Public Transportation Feasibility Study (Lee and Mount Vernon Districts)

ISSUE:

Approval of a letter with comments from Fairfax County to the Virginia Department of Rail and Public Transportation (DRPT) on the Springfield to Quantico Enhanced Public Transportation Feasibility Study along the I-95 corridor (Attachment 1).

RECOMMENDATION:

The County Executive recommends that the Board approve the letter from the Chairman to the Director of DRPT.

TIMING:

The Board should approve the letter at the December 7, 2021, meeting, so that it can be provided to the Director of DRPT.

BACKGROUND:

In 2020, the General Assembly approved budgetary language directing the DRPT to conduct a feasibility study for enhanced public transportation services between the Franconia-Springfield Metrorail Station and the Quantico Marine Corps Base in Prince William and Stafford Counties. The amendment directed DRPT to submit a report to the Chairs of the House Appropriations Committee and Senate Finance and Appropriations Committee.

The study began in September 2020 and consisted of stakeholder involvement, community engagement, and elected official briefings. Staff from Fairfax County were invited to participate in the study's Technical Advisory Committee, which also consisted of staff from other impacted jurisdictions and agencies, including the Washington Metropolitan Area Transit Authority and Virginia Railway Express. Three public meetings were also held throughout the course of the study with the final meeting occurring in September 2021.

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The study evaluated existing conditions and future conditions using the Comprehensive Plan buildout for Fairfax County and Prince William County. Five alternatives for enhanced public transportation were tested in the corridor:

- Express Bus – From Quantico along I-95 to major destinations such as Tysons, Arlington, or the District of Columbia.
- Bus Rapid Transit (BRT) Extension – Along Richmond Highway from Fort Belvoir south to Triangle in Prince William County.
- Additional Virginia Railway Express (VRE) – This is additional service beyond the approved Transforming Rail in Virginia, which is already included in the future conditions background scenario.
- Metrorail Blue Line Extension – From the Franconia-Springfield Metrorail Station in proximity to I-95 south to Triangle in Prince William County.
- Metrorail Yellow Line Extension – From the Huntington Metrorail Station along Richmond Highway (using approved future Metrorail stop locations in Beacon Hill and Hybla Valley) to Triangle in Prince William County.

The study's purpose was to define transit options for the corridor, consider land uses (either in existing Comprehensive Plans or additional density) for potential ridership to compliment a particular mode, congestion mitigation, accessibility, equity, and evaluate broad costs for each alternative. As part of this effort, costs were estimated for each alternative, ranging from \$37-\$54 million for express bus to \$18.3-\$27.5 billion for the most expensive alternative, which is extending the Metrorail Yellow line. The study did not recommend an alternative.

The summary of the evaluation results, as provided in the study's Executive Summary (Attachment 2), are as follows:

	Additional Express Bus Service	BRT Extension	Additional VRE Service	Metrorail Blue Extension	Metrorail Yellow Extension
Ridership Potential	★★	★★★★	★★	★★★★	★★★★
Congestion Mitigation	★	★★	★	★★★★	★★★★
Regional Accessibility	★★	★★★★	★★	★★★★	★★★★
Equity	★	★★★★	★★	★★★★	★★★★
Cost-Effectiveness	★★★★	★★	★	★	★

Board Agenda Item
December 7, 2021

Based on the study, staff recommends that the Board of Supervisors approve a letter with comments that:

- State the current focus for the County is on designing and implementing the Richmond Highway Bus Rapid Transit Project. The Comprehensive Plan designates the Richmond Highway corridor as an enhanced public transportation corridor, which could include the extension of BRT to Woodbridge. The Comprehensive Plan does recommend the extension of the Metrorail Yellow Line to Hybla Valley in the future.
- Specify how portions of the alternatives in the study may or may not align with the County's Comprehensive Plan.
- Note appreciation for including County citizens, staff, and elected officials in the study process.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment 1: Letter with comments on the Springfield to Quantico Enhanced Public Transportation Feasibility Study

Attachment 2: Executive Summary of the Springfield to Quantico Enhanced Public Transportation Feasibility Study

STAFF:

Rachel Flynn, Deputy County Executive

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

Jeffrey Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division

Michael Garcia, Chief, FCDOT-Transportation Planning Section

Noelle Dominguez, Chief, FCDOT- Coordination Section



JEFFREY C. MCKAY
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December 7, 2021

The Honorable Jennifer Mitchell, Director
Virginia Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, Virginia 23219

Reference: Fairfax County Comments on the Springfield to Quantico Enhanced Public
Transportation Feasibility Study

Dear Director Mitchell:

On behalf of the Fairfax County Board of Supervisors, I am writing to provide comments on the Springfield to Quantico Enhanced Public Transportation Feasibility Study. These comments were approved by the Board on December 7, 2021.

First, the County would like to acknowledge the time and effort that it took the Department of Rail and Public Transportation (DRPT) to conduct a feasibility study for enhanced public transportation services between the Franconia-Springfield Metrorail Station in Fairfax County and the Quantico Marine Base in Prince William and Stafford Counties. We understand this was a considerable undertaking, especially as there were other significant issues that the Department had to address over the past two years. We want to thank you for providing updates to the public and the County as this study was underway, and for including County staff in your technical advisory committee during the process. Your department did an exemplary job with the coordination and outreach and produced a quality product on a condensed timeline.

We want to note our continued strong support for transit, specifically in the I-95 and Richmond Highway corridors. The County is currently developing the Richmond Highway Bus Rapid Transit (BRT) project, which will provide high quality transit service and help to transform the corridor into a more transit accessible, multimodal area. The County is working with our partners, including the Commonwealth Transportation Board and DRPT in funding this new BRT system between the Huntington Metrorail Station and Fort Belvoir, which is currently expected to cost over \$700 million. We continue to believe that the County must focus on completing this project as a top priority.

Additionally, we continue to work with the Commonwealth on the substantial work being done as part of the Transforming Rail in Virginia Program. As partners in the Virginia Railway

Express, efforts to expand rail along the I-95 corridor are continuing, which will result in providing enhanced commuter and passenger rail service for our residents, workers, and others coming to the region. We have also worked with the Commonwealth to identify funding to improve the CSX Overpass over Richmond Highway, which provides additional capacity on the railway while ensuring sufficient multimodal capacity on Richmond Highway. Further, we supported DRPT's application to the Northern Virginia Transportation Authority for the Franconia-Springfield Bypass, which helps to implement the Transforming Rail program. We believe that all these projects together will greatly expand multimodal options for the corridor and provide enhanced service to our region's residents and commuters.

The DRPT study evaluated five enhanced transit alternatives and assessed them based on five criteria, but no recommendation was provided on which alternative(s) to advance. Based on this understanding, we want to briefly note how these alternatives comply with the County's Comprehensive Plan:

- Express bus: The Comprehensive Plan does not make recommendations for bus routes; however, we have been participating in the I-95/I-395 Commuter Choice program that funds express bus service in the corridor. Further enhancement of this service or additional regional service would need to be coordinated.
- BRT Extension: As noted, the County is working on implementing BRT in the Richmond Highway corridor from the Huntington Metrorail Station to Fort Belvoir. The Richmond Highway corridor is designated as an enhanced public transportation corridor in the County's Comprehensive Plan. As such, extending the service south to Woodbridge would be consistent with the County's Comprehensive Plan.
- Additional VRE Service: Additional service beyond the Transforming Rail in Virginia Program is appropriate to consider provided that the benefits are commensurate with the costs. The Comprehensive Plan does not have any recommendations for VRE enhancements.
- Metrorail Blue Line Extension: The County's Comprehensive Plan does not have any recommendation to extend the Blue Line currently. However, the I-95 corridor is designated as an enhanced public transportation corridor.
- Metrorail Yellow Line Extension: The County's Comprehensive Plan does recognize a future extension of the Yellow Line along the Richmond Highway corridor with potential station locations in Beacon Hill and Hybla Valley. There is currently no recommendation to extend the Yellow Line beyond Hybla Valley.

We are currently working with our partners on ensuring that the Embark Richmond Highway Plan, adopted in 2018, is fully implemented, especially the Richmond Highway BRT system and associated roadway, pedestrian, and bicycle improvements. Further, before the County could begin to consider any of the alternatives recommended in this study, the costs will need to be revisited to determine if these transit alternatives are financially viable options for the County and the region. Any transit enhancements in the I-95/Richmond Highway corridors would require a substantial financial commitment from the Commonwealth.

Thank you for the opportunity to provide comments on the study. Your continued efforts regarding transit service throughout the Commonwealth are much appreciated. If you need any clarification or further information, please contact Noelle Dominguez at (703) 877-5665 or me at (703) 324-2321.

Sincerely,

Jeffrey C. McKay
Chairman

cc: Members, Fairfax County Board of Supervisors
The Honorable Shannon Valentine, Secretary of Transportation
Members, Fairfax County Delegation to the General Assembly
Ms. Mary H. Hynes, Northern Virginia District Member, CTB
Mr. E. Scott Kasprowicz, At-Large Urban Member, CTB
Bryan Hill, County Executive
Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation



Virginia Department of Rail and Public Transportation

SPRINGFIELD TO QUANTICO ENHANCED PUBLIC TRANSPORTATION FEASIBILITY STUDY

Executive Summary

October 2021

SPRINGFIELD TO QUANTICO ENHANCED PUBLIC TRANSPORTATION FEASIBILITY STUDY

Executive Summary



Virginia Department of Rail and Public Transportation

October 2021

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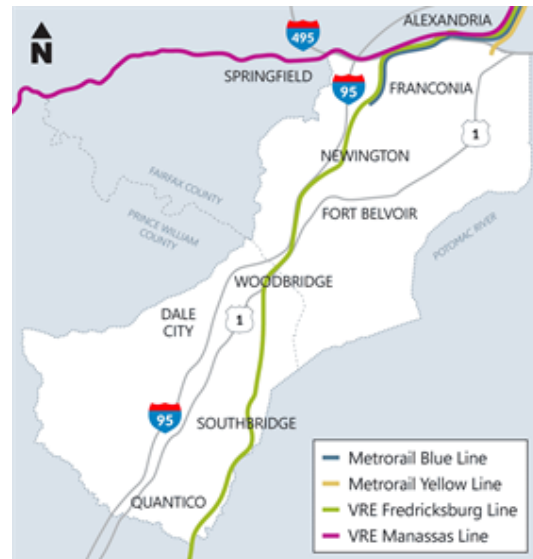
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1. INTRODUCTION AND STUDY PURPOSE

1.1 Background

The corridor between the Franconia-Springfield Metro Station and Marine Corps Base Quantico is a critical link in the northern Virginia transportation network. The corridor is served by a range of transit services including Metrorail, Virginia Railway Express (VRE) commuter rail service, express and local bus service provided by multiple operators, as well as vanpool and carpool options that take advantage of the I-95/I-395 express/HOT lanes and a network of park-and-ride lots. Future growth in population and jobs will continue to increase demand for multimodal commuting options.



A number of significant transit improvements are already planned for the corridor including additional express bus services, VRE expansion, and bus rapid transit in the Richmond Highway corridor. The Franconia-Springfield and Huntington Metro stations play an important role as major transfer hubs to the region's Metrorail system and previous studies have examined extensions of both the Blue Line and Yellow Lines into southern Fairfax County and Prince William Counties.

Given the importance of this multimodal corridor to the Washington metropolitan region and the entire Commonwealth, the Virginia General Assembly approved a 2020 budget amendment directing the Department of Rail and Public Transportation (DRPT) to conduct a feasibility study for enhanced public transportation services between the Franconia-Springfield Metro station in Fairfax County and the Quantico Marine Base in Prince William and Stafford Counties:

"F. The Department of Rail and Public Transportation, in cooperation with Fairfax and Prince William Counties, shall evaluate enhanced public transportation services from the Franconia-Springfield Metro Station to Fort Belvoir, Lorton, Potomac Mills, and Marine Corps Base Quantico in Prince William County, including the cost and feasibility of extending the Blue Line and other multimodal options such as bus rapid transit along Interstate 95 and U.S. Route 1. The Director of the Department of Rail and Public Transportation shall submit a report of its findings to the Chairs of the House Appropriations Committee and the Senate Finance and Appropriations Committee by December 1, 2021."

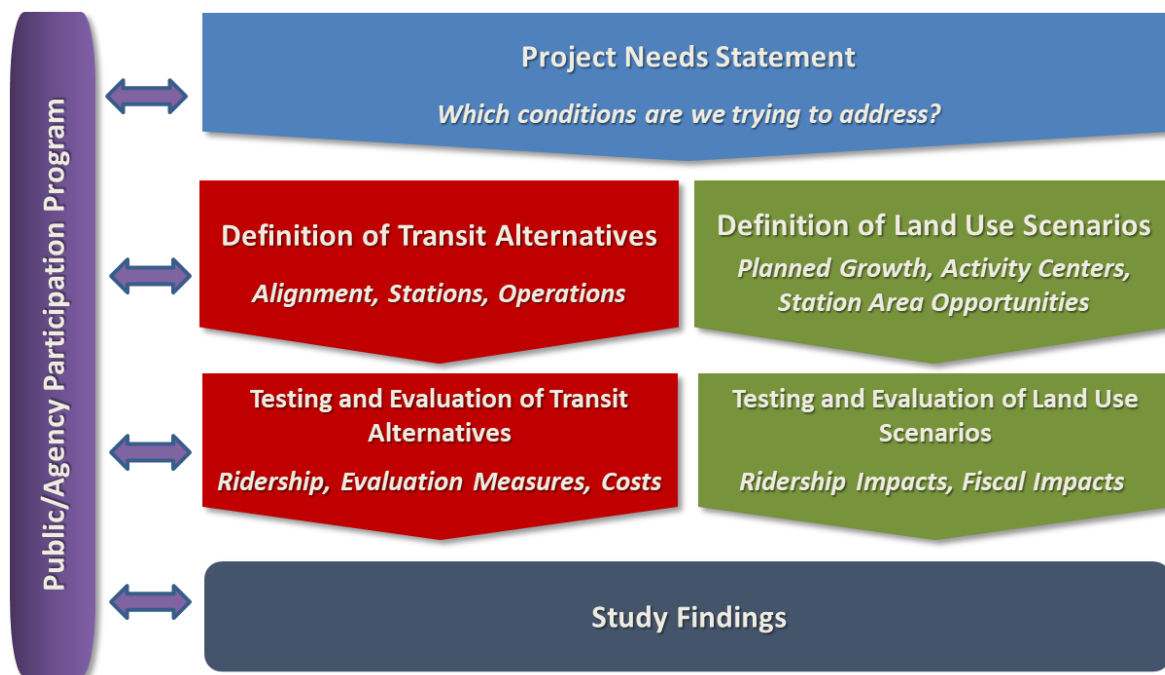
1.2 Study Approach

The feasibility study was structured into three primary phases of analysis and an ongoing engagement program (Figure 1.1). Key steps in the study process included defining the transportation needs within the study area, developing and testing a set of transit alternatives, and documenting feasible alternatives. A parallel task included an assessment of land use scenarios to identify potential transit station areas and development opportunities.

Study Purpose

This study provides a comprehensive, objective evaluation of a range of potential future enhanced transit alternatives that compares the cost, benefits, and impacts of each option to inform recommendations about future investment in the study area.

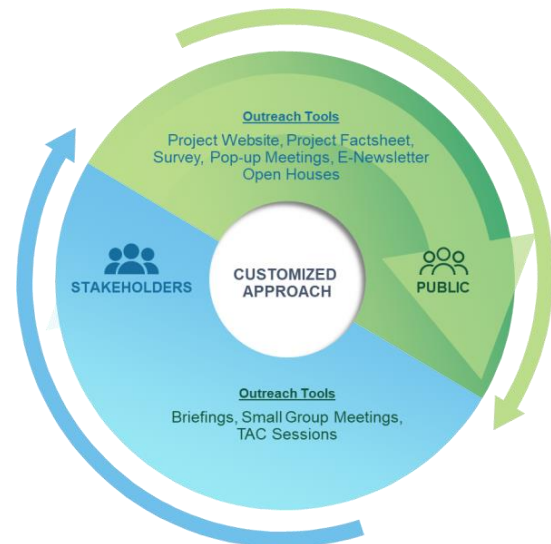
FIGURE 1.1 STUDY APPROACH FLOW CHART



1.3 Public and Agency Participation

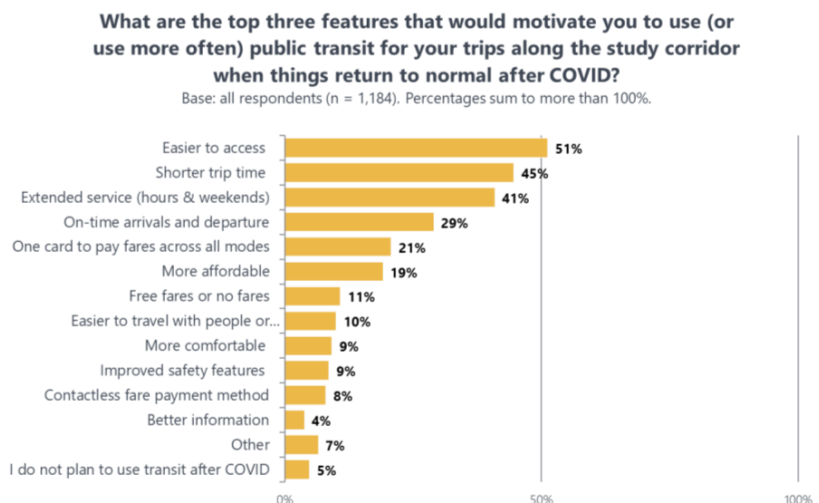
Throughout the study, the Department of Rail and Public Transportation (DRPT) study team encouraged input from the public and stakeholders, including local organizations and communities along the corridor to identify important and desirable transit improvements. Monthly meetings were held with a Technical Advisory Committee consisting of local and regional transportation agencies and state and local elected officials were briefed regularly throughout the study. The engagement process served multiple objectives:

- ▶ Alerting and educating stakeholders about the purpose, scope, and schedule of the study
- ▶ Gathering community and stakeholder input on the transportation needs in the study area and potential transit improvements to address those needs; and
- ▶ Presenting study findings on the costs, benefits, and impacts of each option to inform decisions about future investment in the study area.



Some of the key outreach activities, conducted in English and Spanish, completed during the study included:

- ▶ Disseminating project information through a DRPT website project page, including a project factsheet, Technical Advisory Committee meeting information, and recordings of public meetings and elected officials briefings;
- ▶ Conducting an online survey completed by over 1,300 respondents that gathered input on travel behavior and preferences in the corridor;



- ▶ Hosting three rounds of virtual public meetings (May, July, and September) at key project milestones to discuss study findings and receive feedback; and
- ▶ Utilizing social media, email blasts, and two pop-up events to spread awareness of project activities.

2. EXISTING AND FUTURE TRANSPORTATION NEEDS

The Study Corridor defined for this study covers portions of Prince William and Fairfax Counties between I-495 and the Stafford County line. Several major highways run through the Study Corridor, including I-95 and Richmond Highway (U.S. 1). Public transit in the Study Corridor includes bus services operated by Fairfax Connector, OmniRide, WMATA Metrobus, and rail services operated by WMATA Metrorail and the VRE Fredericksburg line.

2.1 Existing Demographics and Land Use

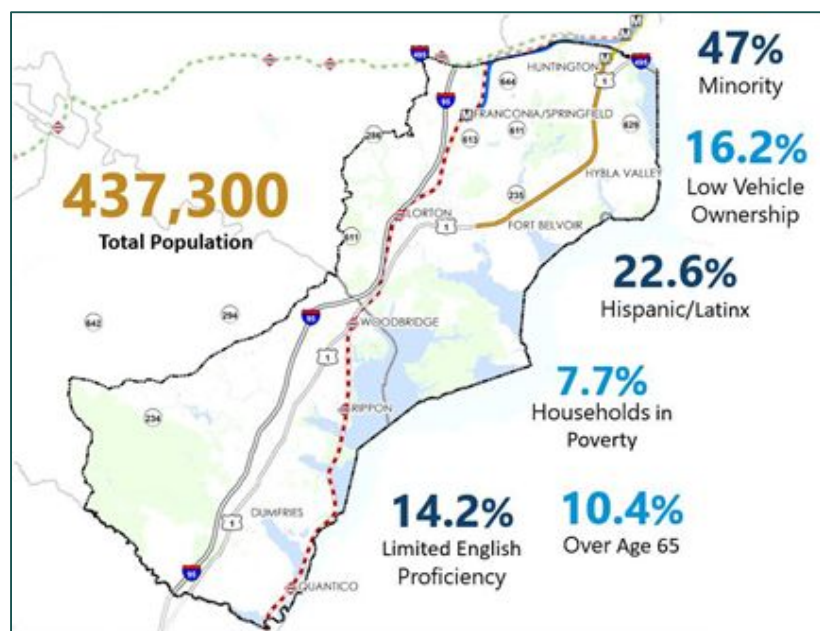
More than 437,000 people currently (as of 2020) reside in the Study Corridor, representing more than 25 percent of the combined populations of Fairfax and Prince William Counties (1.7 million). Population is concentrated along the I-95 and U.S. 1 corridors in both Counties, and near the Franconia-Springfield and Huntington Metrorail stations in Fairfax County. Despite significant density across the Study Corridor, there are some notable exceptions, particularly around the Fort Belvoir and Quantico military installations and the Prince William Forest Park.

The study area includes a diverse population base throughout this suburban corridor (Figure 2.1). The population includes 47 percent minority (defined here as Black, Asian, Native American, and Other, or more than one race) and 22.6 percent that identify as Hispanic and/or Latinx (note that minority and Hispanic populations can overlap). About

7.7 percent of the population were living in poverty in 2019, and 16.2 percent of households were associated with low vehicle ownership. Low vehicle households—those with zero or one vehicle—are more likely to rely on transit for some or all of their transportation needs.

As of 2020, more than 200,000 people work in the Study Corridor. Employment is much more concentrated than population in a few key activity

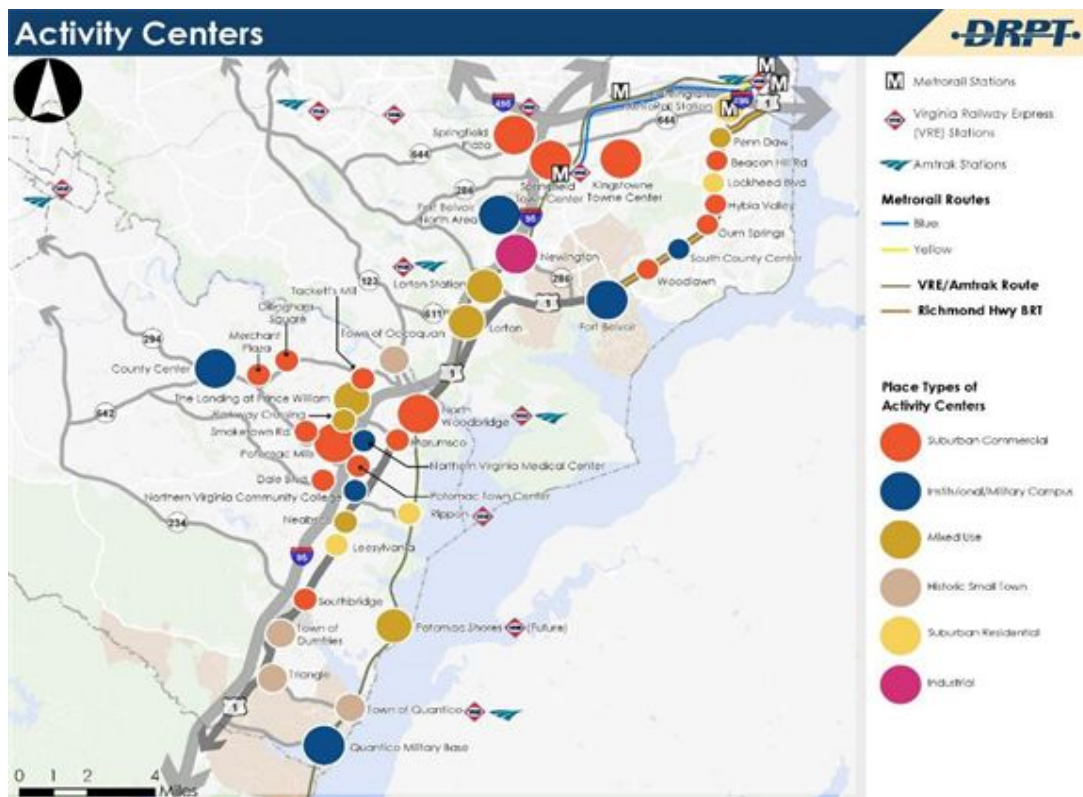
FIGURE 2.1 STUDY CORRIDOR DEMOGRAPHICS



centers. Key employment centers in Prince William County include Quantico at the far south of the Study Corridor, and a cluster of retail and other businesses in and around Potomac Mills. In Fairfax County, employment centers are focused along I-95 and U.S. 1, including Springfield Town Center, Fort Belvoir, Fort Belvoir North, and the National Geospatial-Intelligence Agency (NGA). Jobs are also concentrated near Hybla Valley, but clustered in the businesses along U.S. 1.

Existing land use is focused around 44 major activity centers (Figure 2.2) in the corridor. These activity centers are clusters of employment centers, retail establishments, historic downtowns, high-density residential neighborhoods, existing transit stations, and major park & ride locations.

FIGURE 2.2 ACTIVITY CENTERS



2.2 Travel in the Corridor

On an average day, more than 1.24 million trips start in the Study Corridor;¹ these trips are destined for areas throughout the National Capital Region (NCR) and represent travel to work, for shopping, and other purposes. Of the trips starting in the Study Corridor:

¹ Based on the MWCOG/TPB v 2.3.78 2019 Existing Conditions model run.

- ▶ More than 60% of total trips (all trip purposes) stay within the Study Corridor;
- ▶ 36% of the commute trips that start in the Study Corridor, stay in the Study Corridor;
- ▶ 38% of commute trips that start in the Study Corridor (or further south) are heading to points north including Fairfax County DC, Arlington, and Alexandria; and
- ▶ 23% of commute trips that start in the Study Corridor (or further south) may be using the corridor to access suburban job centers located along the Capital Beltway corridor.

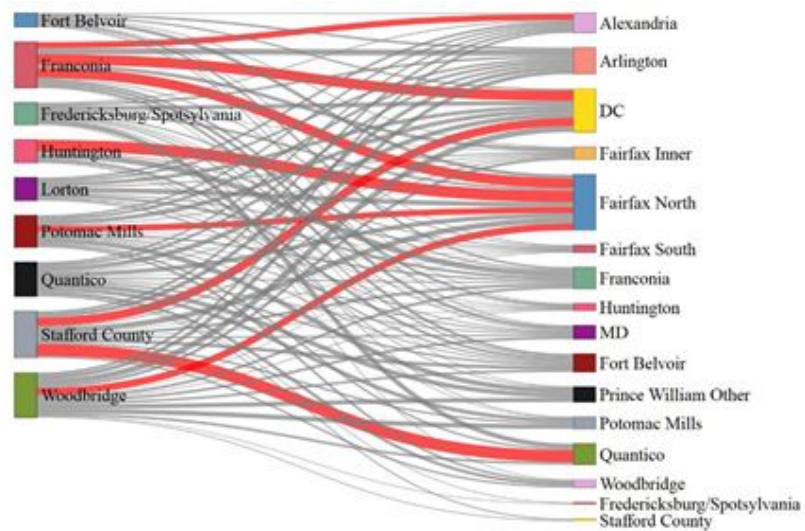
As shown in Figure 2.3, the top commute destinations include job centers within northern Fairfax County at Tysons and Reston, DC, Fort Belvoir and Quantico Marine Base, Arlington, and Alexandria.

Congestion is a major issue in the Study Corridor, particularly on I-95 and U.S. 1, which experience

extremely high volumes, severe congestion, and unreliable travel times. While particularly acute during the morning and evening peak periods, these issues occur frequently during off peak periods and on the weekends as well. Expansion of roadway capacity, managed lanes, and improved transit options have all been implemented to solve these issues, but growth continues to make congestion a challenge.

Transit accounts for a relatively small amount of total daily travel in the Study Corridor, with a total mode share of less than four percent of all daily trips taken by transit. By far, the largest transit market for trips beginning in the Study Corridor or points further south is the region's core including DC, Arlington, and Alexandria, which together account for more than 77 percent of the Study Corridor's daily transit travel. Despite the fact that the majority of daily travel stays within the corridor, these intra-corridor trips only account for 15 percent of transit trips.

FIGURE 2.3 DAILY COMMUTING TRIP FLOWS FROM THE STUDY AREA



2.3 Growth Forecasts

Population and job growth will continue to increase demand for multimodal commuting options (Table 2.1). Population in the study area is expected to grow by 24% to a total of approximately 545,000 by the year 2045. These new residents will place additional demand on a transportation system that is already strained and subject to significant congestion. Jobs in the study area are expected to grow by 34% to a total of 270,000 by the year 2045. Growth is expected to be concentrated around the two existing Metrorail stations in the Study Corridor (Huntington and Franconia-Springfield), along U.S. 1 in Fairfax County, and around Potomac Mills in Prince William County.

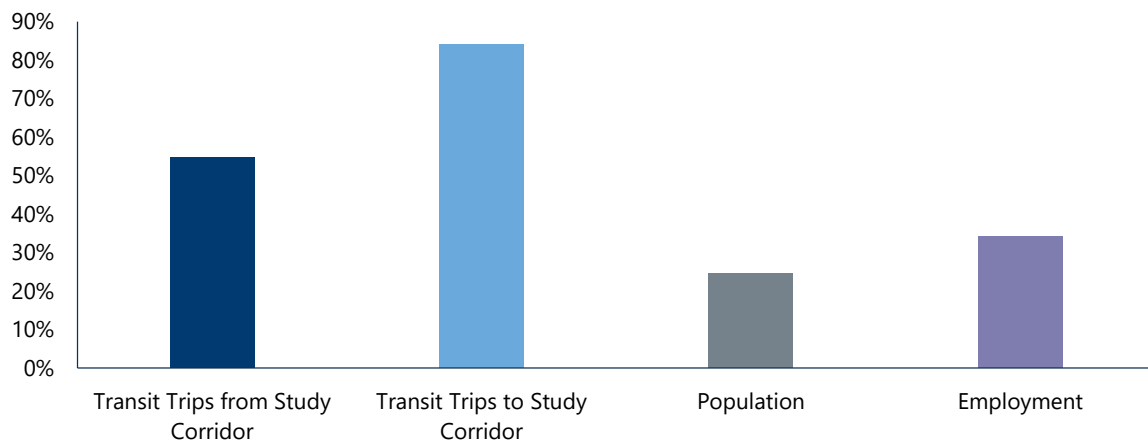
TABLE 2.1 CHANGE IN STUDY CORRIDOR POPULATION AND EMPLOYMENT, 2020 TO 2045

Districts	Existing	2025	2045	Percent Change Existing to 2045
Population	437,300	460,800	544,800	24.6%
Employment	200,500	220,400	269,300	34.3%

Source: MWCOG, Round 9.1a Cooperative Land Use Forecasts.

Fueled by the expected growth in the Study Corridor and the surrounding region and the currently planned improvements to the transit network, transit ridership is expected to grow significantly by 2045. Transit trips from the study corridor are expected to grow by 55 percent, while transit trips to the study corridor are expected to grow by 85 percent (Figure 2.4). Transit trips to and from the corridor are expected to grow more than the population and employment levels, meaning that a higher proportion of people will be using transit than today, due to increased densities, severe traffic congestion, and planned transit improvements such as the Richmond Highway BRT and VRE improvements included in the future baseline scenario.

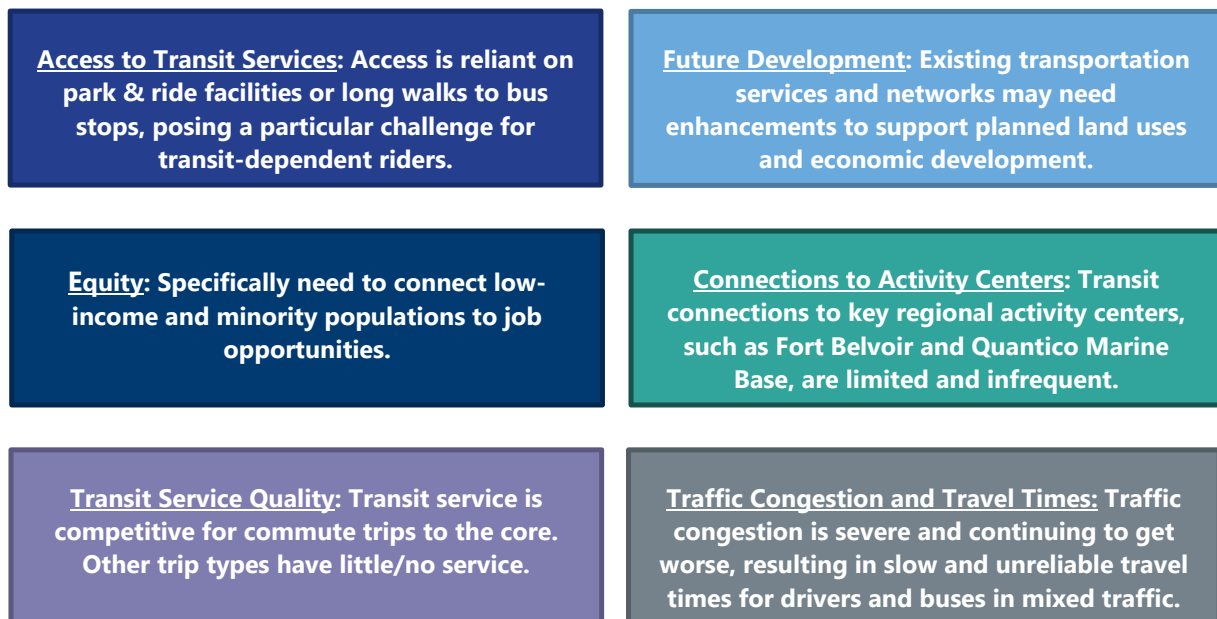
FIGURE 2.4 BASELINE GROWTH: 2020 TO 2045



2.4 Needs Assessment




An important step in the feasibility study is the identification of a needs statement that concisely states the primary transportation challenges to be addressed in the corridor. The needs statement serves as the basis for defining the project goals and objectives, identifying evaluation measures, and providing a framework for determining which alternatives should be considered as reasonable transportation solutions for addressing the needs. Based on the analysis of existing and future baseline conditions, as well as stakeholder engagement including an online survey, several types of transit needs were identified for the corridor. Six key needs were identified, as outlined in Figure 2.5.

FIGURE 2.5 KEY NEEDS IDENTIFIED IN THE STUDY CORRIDOR



3. ENHANCED TRANSIT ALTERNATIVES

A set of five transit alternatives were selected and defined for testing and evaluation in the study. A range of modal options were reviewed and screened based on the needs statement with the selected potential transit modes including Metrorail, VRE improvements, bus rapid transit (BRT), and express bus. A set of potential alignments and stations was also considered and screened based on land use and connections to the activity centers in the Study Corridor.

	Metrorail – Blue Line Extension
	Metrorail – Yellow Line Extension
	Bus Rapid Transit
	VRE Service Improvements
	Express Bus Routes

3.1 Metrorail—Blue Line Extension

The Metrorail Blue Line Extension alternative would extend the Blue Line from the current terminus at Franconia-Springfield. This extension would have up to 10 Metro stations in Fairfax and Prince William Counties. The northern segment of the alignment would extend from Franconia-Springfield crossing I-95 to connect to Fort Belvoir North and running through Newington to Fort Belvoir. South of Fort Belvoir, the alignment would extend south along Route 1 corridor, crossing west after Woodbridge to serve the Potomac Mills area and then returning east to the Route 1 corridor to a new terminus at Triangle.

Metrorail—Blue Line Extension

Length: 26.3 mi

New Stations: 10

New Stations w/ Parking: 8

Headway (peak): 8 min

Headway (off-peak): 12 min



3.2 Metrorail—Yellow Line Extension

The Metrorail Yellow Line Extension alternative begins at the current Yellow Line terminus at Huntington Station. The alignment would extend south along the Route 1 corridor to Fort Belvoir. South of Fort Belvoir, the Yellow Line would follow the same alignment as the Blue Line, crossing west after Woodbridge to serve the Potomac Mills area and then returning east to the Route 1 corridor to a new terminus at Triangle. The Yellow Line has two northern stations that differentiate it from the Blue Line—Beacon Hill Road and Hybla Valley.

Yellow Line Extension

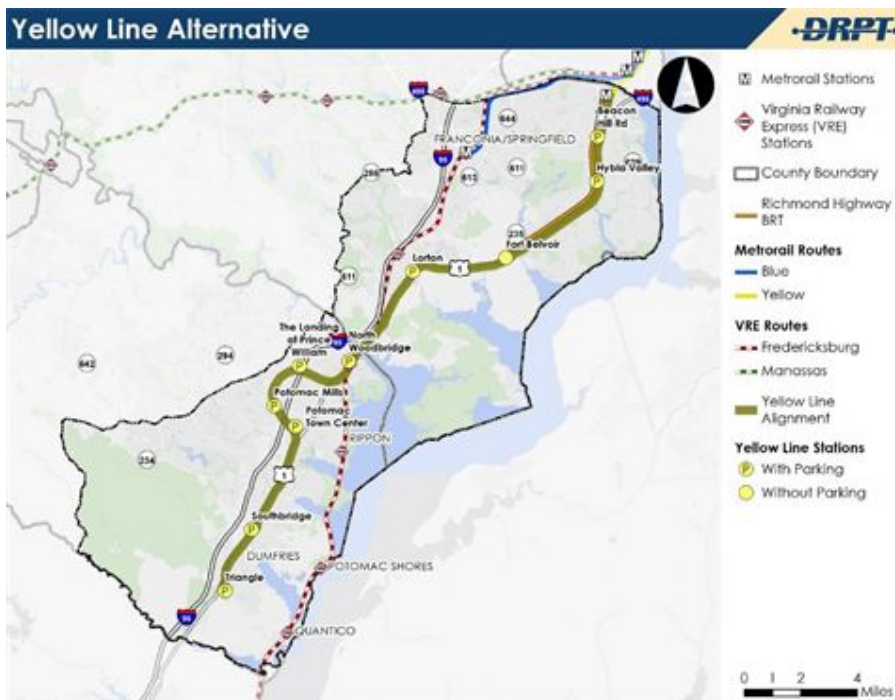
Length: 26.6 mi

No. of Stations: 10

No. of New Stations w/ Parking: 9

Headway (peak): 8 min

Headway (off-peak): 12 min



3.3 Bus Rapid Transit (BRT)

The Bus Rapid Transit (BRT) alternative would extend south from the terminus of the future Fairfax County Richmond Highway BRT and would run 20.5 miles to Triangle, following a similar route to the Metrorail alternatives. BRT has the most proposed new stations of any of the alternatives, resulting in stations that are closer together.

Bus Rapid Transit

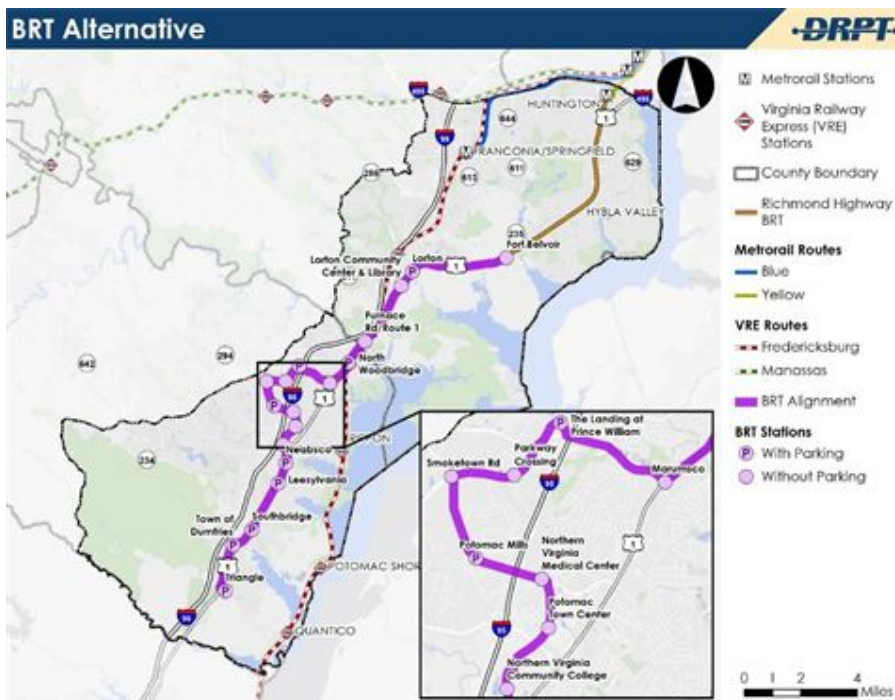
Length: 20.5 mi

New Stations: 18

New Stations w/ Parking: 9

Headway (peak): 6 min

Headway (off-peak): 12 min



3.4 VRE Service Improvements

The Transforming Rail in Virginia program will expand and improve passenger, commuter, and freight rail in Virginia and create a vital connection in America's national rail network between the Northeast and Southeast corridors. Through strategic partnerships, investments, and capital improvements, Transforming Rail in Virginia allows Virginia to nearly double Amtrak state-supported service and VRE Fredericksburg Line service (including first-time-ever weekend and late-night service) during the next decade. These investments are financially committed and, as such, are part of the study baseline scenario allowing for significant expansion of VRE service as envisioned in the VRE 2040 System Plan. By 2045, ridership demand at the VRE stations in the study area is expected to increase 82% over existing ridership levels. The tested VRE service alternative would include incremental service improvements beyond those included in the baseline. These improvements would entail reducing the headways (and increasing the frequency of trains) to further expand the capacity of the existing VRE line beyond the significant enhancements that are already planned.

VRE Service Improvements

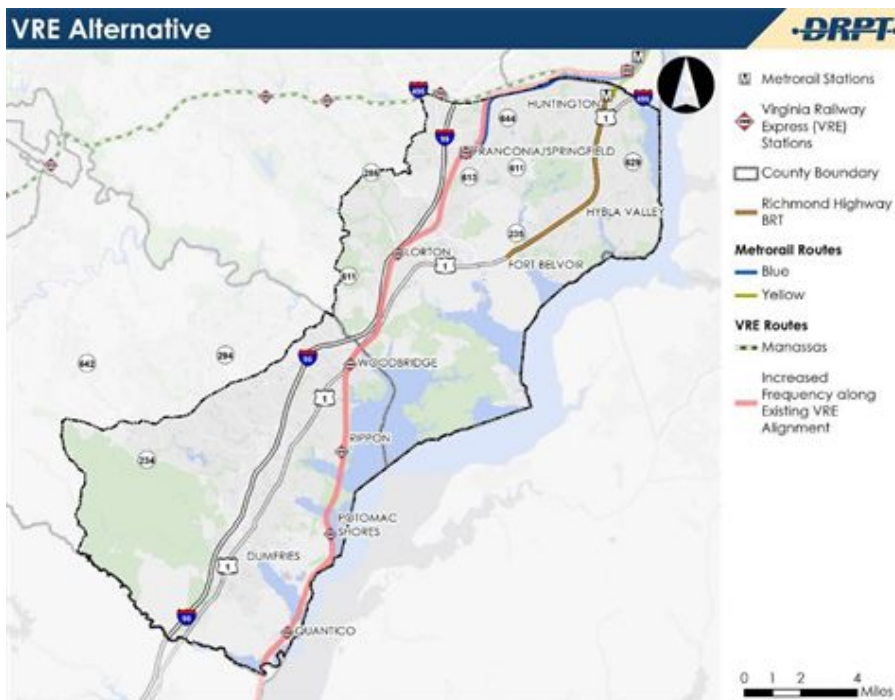
Length: 22.7 mi (in corridor)

No. of New Stations: n/a

Headway (peak): 15 mins

Headway (peak/reverse): 30 mins

Headway (off-peak): 60 mins



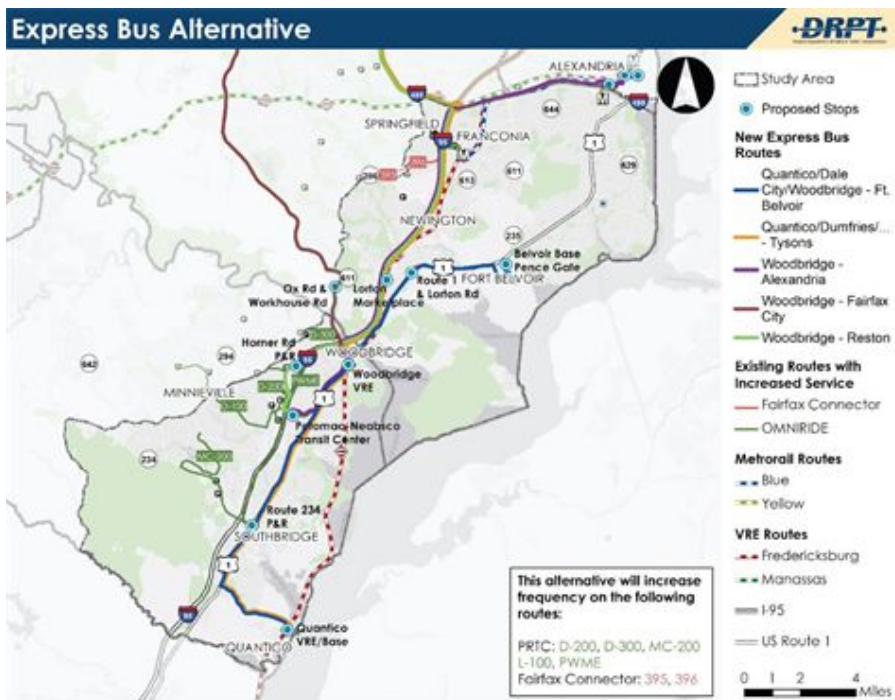
3.5 Express Bus

The Express Bus alternative package includes new planned or funded service not already in the baseline, enhancements to existing express routes, and the addition of new routes to serve promising unserved activity centers. Headways were reduced for a variety of routes and frequency was increased for routes with high productivity.

Bus Rapid Transit

New Express Routes: 5

Existing Routes with Increased Frequency: 2



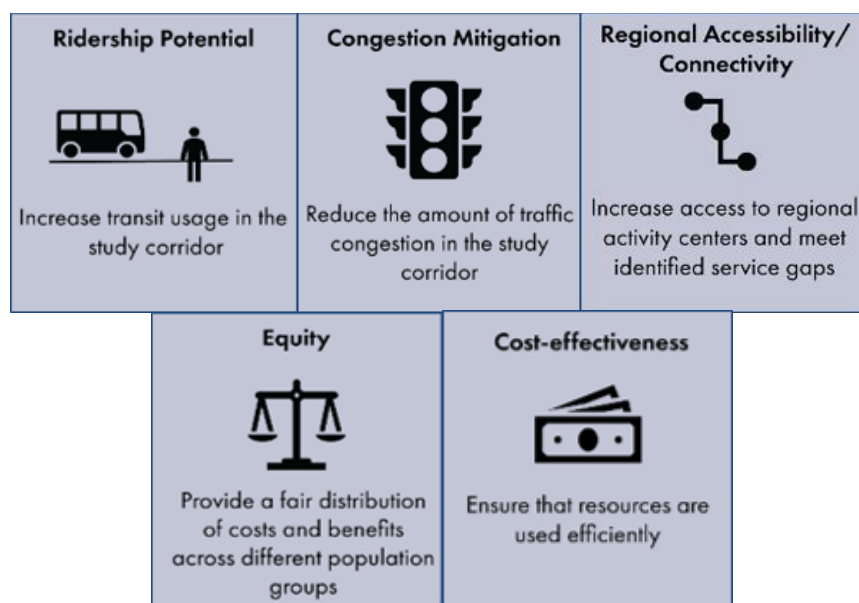
4. ALTERNATIVES EVALUATION

4.1 Goals and Measures

An evaluation framework was established for testing the potential enhanced transit alternatives to determine overall and relative performance of the different options. Five goals for enhanced transit are summarized in Figure 4.1. A set of evaluation measures aligned with each of the goals is presented in Table 4.1.

Alternatives were tested with the latest officially adopted

FIGURE 4.1 GOALS FOR ENHANCED TRANSIT



Metropolitan Washington Council of Governments/Transportation Planning Board (COG/TPB) travel demand forecasting model (Version 2.3.78) and year 2045 cooperative land use forecasts (Round 9.1a).

TABLE 4.1 EVALUATION MEASURES

Goal	Measure
Ridership Potential	<ul style="list-style-type: none"> ▶ Transit boardings in the study corridor ▶ New daily transit trips
Congestion Mitigation	<ul style="list-style-type: none"> ▶ Congested vehicle-miles of travel (VMT) in the study corridor
Regional Accessibility/Connectivity	<ul style="list-style-type: none"> ▶ Population and jobs within ½ mile of transit ▶ Number of jobs accessible within 60 minutes. by transit ▶ Number of residents able to access key employment centers (within 60 minutes. by transit)
Equity	<ul style="list-style-type: none"> ▶ Access to jobs for residents of Equity Emphasis Areas (EEAs) within 60 minutes. by transit ▶ Total daily transit trips to/from EEAs ▶ EEA population within ½ mile of transit
Cost-Effectiveness	<ul style="list-style-type: none"> ▶ Cost per rider ▶ Cost per new transit trip ▶ Cost per new transit passenger miles traveled (PMT)

4.2 Evaluation Results

Evaluation measures were calculated for each of the five transit alternatives across each of the five goals, as summarized in Figure 4.2. This section provides a brief overview of the key findings in each goal area.

Additional details can be found in the public meeting presentations saved in the project website at:

<http://drpt.virginia.gov/transit/springfield-to-quantico/>.

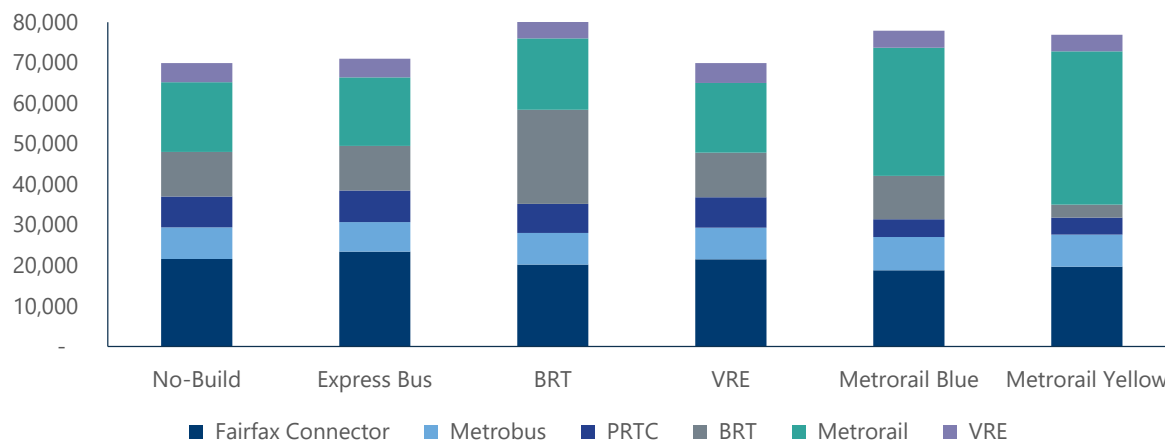
FIGURE 4.2 SUMMARY OF EVALUATION RESULTS

	Additional Express Bus Service	BRT Extension	Additional VRE Service	Metrorail Blue Extension	Metrorail Yellow Extension
Ridership Potential	★★★	★★★★	★★★	★★★★	★★★★
Congestion Mitigation	★	★★	★	★★★★	★★★★
Regional Accessibility	★★★	★★★★	★★★	★★★★	★★★★
Equity	★	★★★★	★★★	★★★★	★★★★
Cost-Effectiveness	★★★★	★★	★	★	★

Ridership Potential

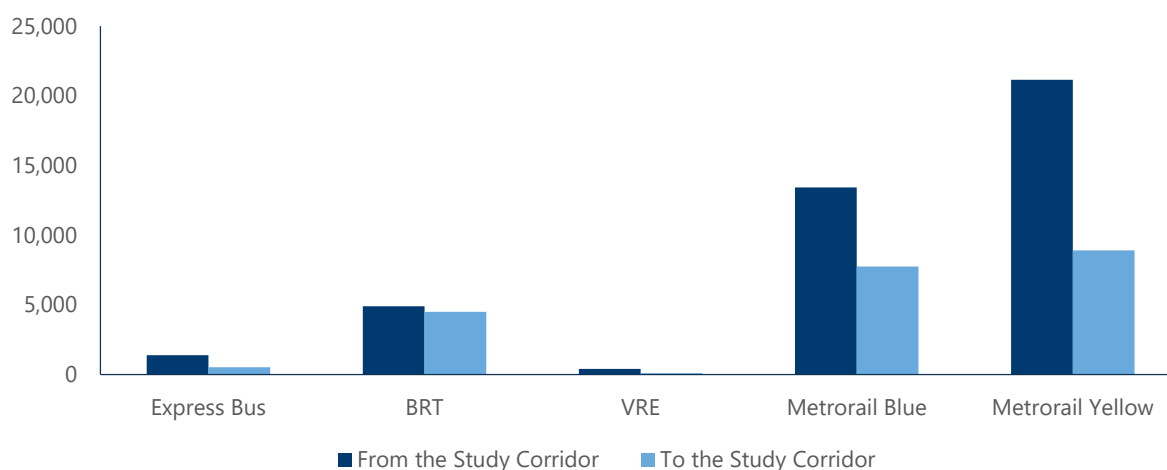
- ▶ Overall, the BRT and Metrorail alternatives performed best on the ridership measures.
- ▶ The BRT alternative had the highest overall number of daily transit boardings in the study corridor. A boarding is counted every time someone gets on a transit vehicle. As shown in Figure 4.3, there are some shifts between the types of transit people are using—as the alternative provide faster or more direct service. For example, the two Metrorail alternatives are attracting some riders from VRE and express bus. Note that given the length of the Metrorail and VRE lines, these systems do have additional daily boardings related to the alternative that are outside of the study area.
- ▶ Although VRE's ridership gain for the service enhancement alternative is relatively modest, the majority of the ridership increase associated with Transforming Rail in Virginia improvements are included in the study baseline or No Build scenario. In fact, VRE is expected to have an over 80% increase in ridership from today's levels, based on the investment that is committed in the future baseline.

FIGURE 4.3 TOTAL TRANSIT BOARDINGS IN THE STUDY CORRIDOR



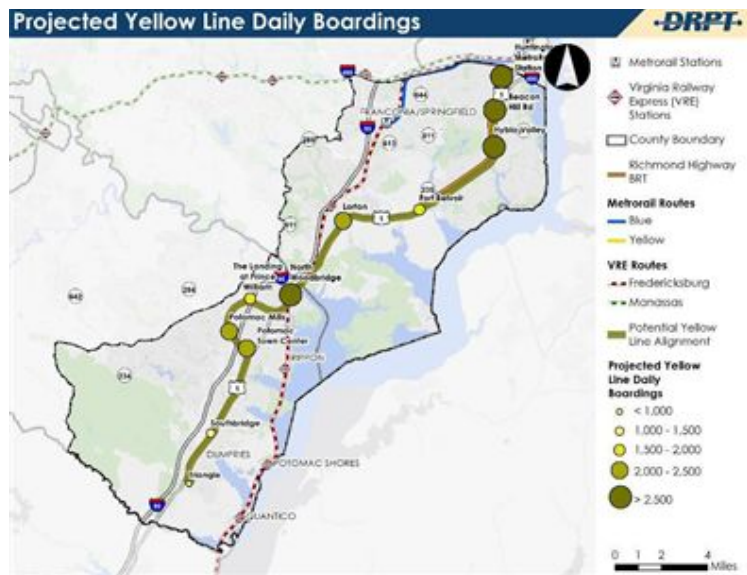
- ▶ The two Metrorail alternatives were best at attracting **new transit trips**. Unlike boardings, transit trips are only counted once end to end, regardless of how many routes are used. The Yellow Line and Blue Line extensions perform better than the BRT at inducing new transit trips (fewer trips requiring transfers). More new trips are coming from the study area in all alternatives, but BRT and Blue Line have more balanced ridership than other alternatives.
- ▶ **Person-miles of travel** quantifies the distance people are traveling on transit—so longer trips count more in this metric. The Metrorail alternatives carry more people for longer distances in the Study Corridor than the other alternatives.

FIGURE 4.4 NEW TRANSIT TRIPS IN THE STUDY CORRIDOR



- ▶ Transit boardings were highest in the northern portion of the corridor. For the Yellow Line alternative, new stations at Beacon Hill, Hybla Valley, and North Woodbridge are expected to exceed 2,500 boardings per day. Boardings at stations in the Potomac Mills area are expected to be in the 1,500 to 2,500 range, but stations south of Potomac Town Center are expected to be much lower in ridership.

FIGURE 4.5 PROJECTED YELLOW LINE DAILY BOARDINGS BY STATION



Congestion Mitigation

- ▶ In all cases, total vehicle-miles of travel (VMT) goes down compared to the No-Build scenario—but by less than 2%.
- ▶ All of the alternatives decrease **congested VMT** on roads in the study corridor compared with the No-Build scenario. The Yellow Line alternative had the largest decrease in congested VMT of about 4%.

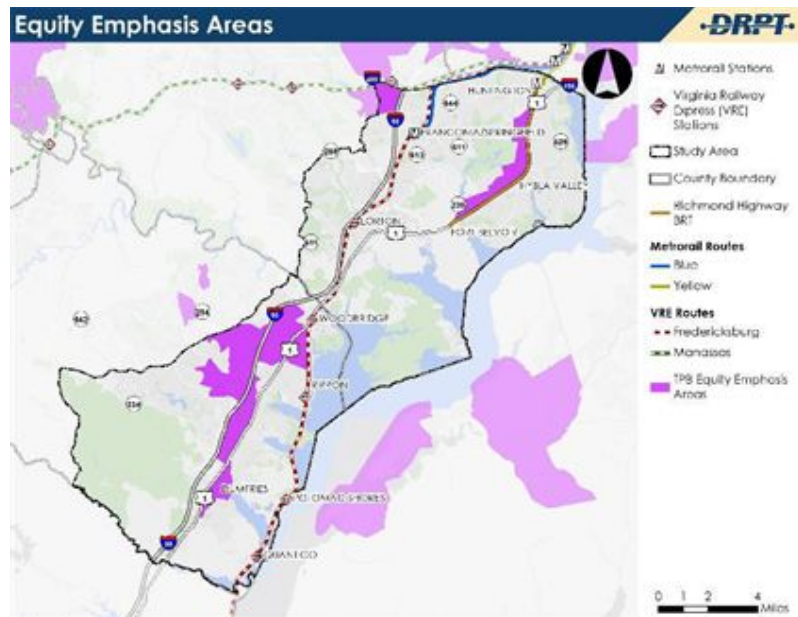
Regional Accessibility

- ▶ The Yellow Line and BRT alternatives have the most **residents with walk access**, (i.e., within half-mile of a new station in the Study Corridor), with 72,000 and 62,000 residents with walk access, respectively. The Blue Line Alternative will have the most jobs within a half-mile of transit, a total of over 40,000 jobs.
- ▶ The Metrorail alternatives provide a significantly higher increase in **accessibility to regional jobs** by transit within 60 minutes for Study Corridor residents, relative to the other alternatives. The Yellow Line alternative would increase access to almost 130,000 jobs, the Blue Line would increase access to roughly 50,000 jobs, and the BRT alternative would increase access to around 8,000 jobs.

Equity

- ▶ MWCOG/TPB have identified Equity Emphasis Areas (EEA) throughout the region based on concentrations of low-income and minority residents. Figure 4.6 shows the EEAs within the Study Corridor.
- ▶ For the BRT alternative, more than 45% of residents with walk access to a transit station reside with an EEA, the highest share of the five alternatives.
- ▶ The Yellow Line alternative has the biggest gain in new trips and in job accessibility for residents of EEAs.

FIGURE 4.6 EQUITY EMPHASIS AREAS IN THE STUDY CORRIDOR



Cost-Effectiveness

- ▶ The Express Bus and BRT alternatives are significantly more cost effective than the rail alternatives. Despite lower ridership, the Express Bus alternative has low costs, making it the most cost-effective alternative tested.
- ▶ The BRT alternative has higher costs than the Express Bus, but does increase ridership, making it 2-3 times more cost-effective than the Metrorail alternatives which have high ridership, but significantly higher costs.

4.3 Sensitivity Tests

In addition to the evaluation of the five alternatives, the study performed additional sensitivity tests to address key questions:

- ▶ Can alternatives be made more cost-effective by *shortening the alignments*?
- ▶ Given uncertainty related to the current COVID-19 pandemic impacts, what might happen to ridership forecasts if people keep *teleworking at enhanced levels*?

Shortened Alignments

Ridership forecasts indicate that transit stations south of Potomac Town Center are expected to have much lower ridership than stations to the north. For the BRT and Metrorail alternatives, less than 700 daily boardings are predicted at stations south of Potomac Town Center. Additional tests were run on the BRT and Metrorail alternatives to assess the impact on ridership of truncating lines with a southern terminus at Potomac Town Center (Table 4.2). BRT is impacted more than the two Metrorail lines in terms of ridership loss due to shortening the alignment. The cost-effectiveness of the two Metrorail lines would improve since the costs are reduced without losing significant ridership. Overall, the sensitivity results suggest that it would be worthwhile to truncate both Metrorail lines, but not BRT at this location.

TABLE 4.2 SHORTENED ALIGNMENTS SENSITIVITY RESULTS

	BRT	Metrorail Blue Line	Metrorail Yellow Line
Total Corridor Transit Boardings	-4%	0%	0%
New Transit Trips in Study Corridor	-32%	-10%	-6%
Cost per New Trip	0%	-15%	-19%

Post-Pandemic Telework Changes

While telework has become a more common option over time, the COVID-19 pandemic saw an unprecedented amount of telework that will have impacts on commute patterns for years to come. In 2019, 35 percent of Washington-area workers teleworked regularly or occasionally, up from 19 percent in 2007.² On a typical day in 2019, about 8.6 percent of Washington-area workers teleworked. Telework increased substantially during the pandemic and it is estimated that 60-65% of regional workers worked at home during the pandemic in 2020. Table 4.3 shows two scenarios for potential telework utilization in 2045—a “low” scenario where 45 percent of the workforce is teleworking an average of 1.1 days per week and a “high” scenario where 55 percent of the workforce is teleworking an average of 1.5 days per week. Table 4.3 shows how each of these scenarios would affect ridership for the BRT and Metrorail alternatives. Metrorail would be impacted more significantly by changing telework because of the higher percentage of office-based work trips, as compared with BRT.

² Metropolitan Washington Council of Governments, 2019. <https://www.mwcog.org/documents/2020/06/17/state-of-the-commute-survey-report--carsharing-state-of-the-commute-travel-surveys/>.

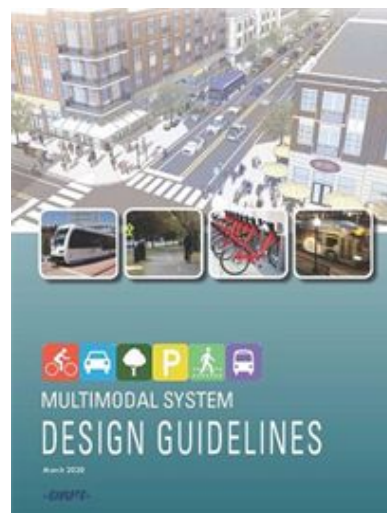
TABLE 4.3 TELEWORK IMPACT ON RIDERSHIP SENSITIVITY RESULTS

	Future Telework Assumption	BRT Alternative Ridership Impact	Metrorail Alternatives Ridership Impact
Low	45% telework an average 1.1 days/wk	-8%	-12%
High	55% telework an average 1.5 days/wk	-17%	-26%

4.4 Land Use Assessment

A comprehensive land use assessment was conducted in parallel with the screening and evaluation of potential transit improvements. The goal of the land use assessment was to identify the opportunities in the corridor for placemaking and network connectivity necessary for transit to be successful and to assess the potential for changes to land use that might result with major transit investment.

Eight stations south of Fort Belvoir were selected for a detailed review of existing and planned land use and potential for Transit Oriented Development (TOD). These stations include Newington, Lorton, North Woodbridge, The Landing at Prince William, Potomac Mills, Potomac Town Center, Southbridge, and Triangle. Fort Belvoir and Fort Belvoir North stations were not reviewed since they are located adjacent to the military bases with limited potential for TOD. Beacon Hill and Hybla Valley stations on the Yellow Line were also not reviewed since Fairfax County has done significant TOD planning around these stations as part of the Richmond Highway BRT project.



Two land use development scenarios were tested. This sensitivity analysis looked at two different land use scenarios that added transit-oriented development (TOD) by increasing densities around the station areas:

1. Metrorail-focused TOD
2. BRT-focused TOD

Land use place types were adjusted around the eight station areas based on TOD potential using a tool called Urban Footprint. The characteristics of the place types were defined in the DRPT Multimodal System Design Guidelines (2020). Population and job totals were adjusted from the baseline 2045 inputs (MWCOC Round 9.1a Cooperative Land Use Forecasts). The land use scenarios tested assumed dramatic increases to the population and jobs in the Study Corridor. The results of the land use scenario tests are shown in

Table 4.4 and indicate that significant increases in ridership ranging from 30 to 50% are possible with increased, dense development in the station areas.

FIGURE 4.7 PLACE TYPES USED IN STATION AREA ASSESSMENT

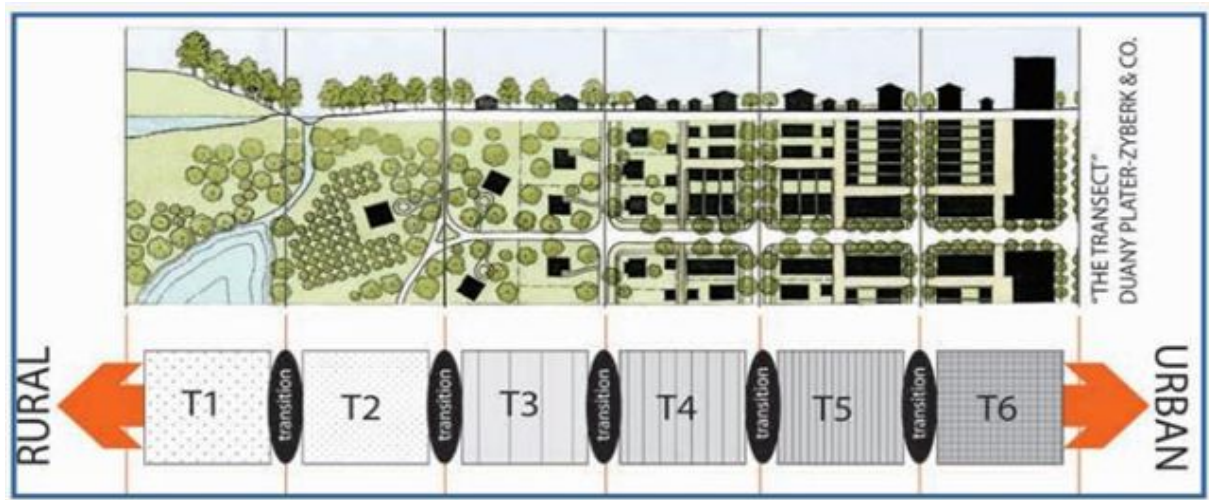


TABLE 4.4 LAND USE SCENARIO RESULTS

	BRT	Metrorail Blue Line	Metrorail Yellow Line
Residents Added to Station Areas	134,000 (+80%)	116,000 (+69%)	118,000 (+76%)
Jobs Added to Station Areas	45,000 (+53%)	59,000 (70%)	56,000 (+102%)
Ridership Increase	+29%	+50%	+32%

Both Fairfax County and Prince William County are expected to add a significant population and jobs in the next 25 years. TOD planning within the Study Corridor that enhances transit ridership will be critical to leverage investments in premium transit. Successful TOD planning can result in more people choosing to ride transit or walk/bike to nearby destinations. TOD planning will assist the Study Corridor to grow more sustainably and reduce the future vehicular transportation impacts on existing roadways.

Transit readiness describes the degree to which a place has or planned for the land uses, the transit-access infrastructure, the inviting environment, and the concentrations of people and activity that generate transit demand and allow people to access transit service comfortably and directly. Realizing the potential for TOD in the corridor will require planning processes and policies related to land use, zoning, multimodal transportation infrastructure, street and site design, and implementation.

5. OTHER CONSIDERATIONS AND NEXT STEPS

5.1 Summary of Costs

Each of the transit alternatives require unique levels of planning and implementation, as reflected in their costs, which are shown in Table 5.1. The Express Bus and VRE alternatives do not require new construction of facilities or fixed-guideway, just vehicles required to provide improved services, so these are the least expensive alternatives. BRT would require funding for station construction, buses, and running-way improvements. Both Metrorail lines would require large construction efforts, including stations and parking, rail infrastructure and systems, a new rail yard and other facilities, right-of-way, and acquisition of new trains, making these the highest cost options.

TABLE 5.1 ORDER OF MAGNITUDE COSTS (2030 DOLLARS)

Transit Alternative	Total Capital Cost	Annual O&M Cost	Annual Net Cost
Express Bus	\$37 M – \$54 M	\$7 M	\$8 M
VRE	\$116 M – 174 M	\$80 M	\$46 M
BRT	\$2.4 B – 3.6 B	\$19 M	\$133 M
Short BRT	\$1.6 B – 2.4 B	\$15 M	\$90 M
Blue Line	\$18.1 B – \$27.2 B	\$168 M	\$764 M
Short Blue Line	\$13.6 B – \$20.5 B	\$135 M	\$579 M
Yellow Line	\$18.3 B – \$27.5 B	\$168 M	\$771 M
Short Yellow Line	\$13.8 B – 20.8B	\$135 M	\$587 M

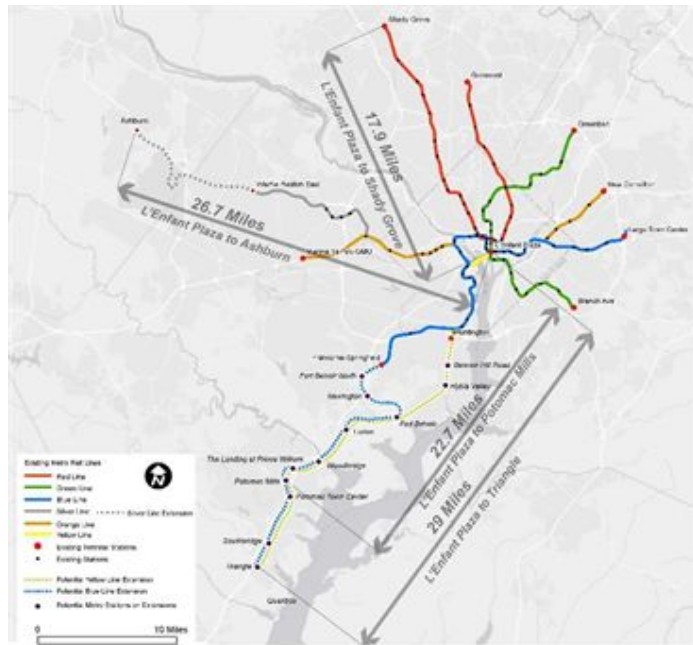
5.2 Other Considerations for Metrorail Extensions

A Metrorail extension into Prince William County would be a significant addition to the Metro system, particularly for the alternatives that extend down to the Triangle/Quantico area. The straight-line distance from Triangle to L'Enfant Plaza is 29 miles, but would require roughly a 45-mile trip on the Blue Line.

Metro has prioritized maintaining the current system in a state-of-good repair and addressing core capacity needs first, prior to consideration of an extension. Core capacity projects identified in Metro's plans include investments in rail cars and infrastructure needed to achieve 100% 8-car trains on the system, core station capacity improvements, and relief for the Rosslyn bottleneck where the Blue, Orange, and Silver (BOS) lines merge together. Options for addressing the capacity and reliability needs of the BOS corridor are currently being studied by Metro.

Extending Metrorail Service to Prince William County (PWC) also has unique legal and governance ramifications. A review of the legal and governance actions and requirements is summarized below:

- ▶ *Extending Metrorail service into PWC does not require amending the WMATA Compact.* It does require PWC to become a member of the Northern Virginia Transportation District (District) and the Washington Metropolitan Area Transit Zone (Zone).
- ▶ *Enlarging the District to include PWC—* The Northern Virginia Transportation Commission (NVTC) would control the process by which the NOVA District is enlarged to include PWC, as well as PWC's obligations as they relate to NVTC members' responsibilities.
- ▶ *Enlarging the Zone to include PWC—* NVTC would notify WMATA that the District has been enlarged, delivering the terms of PWC's financial commitment to Metro services as part of this notification, and the WMATA Board would need to approve the action.
- ▶ Terms of the service to be provided to PWC through WMATA would need to be negotiated, (e.g., whether bus services will be provided by WMATA, etc.).
- ▶ PWC's financial commitments would extend beyond the construction costs of the Metrorail extension to include a share of the annual operating and capital subsidy (by formula), annual obligations to Virginia's Metro Capital Fund, and other negotiated financial obligations.
- ▶ The potential impacts on the Potomac and Rappahannock Transportation Commission (PRTC) as a result of PWC membership in the NOVA District would need to be resolved.



The annual operating budget subsidy contributions for WMATA member jurisdictions is determined through a formula that factors in the population (weighted by density), ridership, and station count within each jurisdiction, plus a "max fare" subsidy is added for longer trips. On the basis of these factors, it is estimated that Prince William County would be responsible for over 5 percent of the annual operating subsidy of the system. Fairfax County's share of the Metrorail subsidy requirements would also increase as a result of the additional stations and ridership. All of the WMATA jurisdictions, including the District of Columbia and Maryland, would face some increased operating costs resulting from a Metrorail extension.

Next Steps

This study has confirmed that there are significant transportation needs and issues in the corridor between the Franconia-Springfield Metro station and Marine Base Quantico. The purpose of this study was to analyze and present the performance of a range of transit investment options, in order to highlight strengths and weaknesses. This analysis has also identified some potential costs and constraints of the various alternatives.

A feasibility study is typically a first step in the planning and project development process leading to a major capital investment. For major capital projects, such as the BRT and Metrorail alternatives that were evaluated, seeking Federal funding through the FTA New Starts/Small Starts capital investment grants would add significant steps to the project development and approval process as indicated in Figure 5.1. As noted in the previous section, a Metrorail extension would also bring additional local and regional decisions and actions needed to move forward.

FIGURE 5.1 MULTI-STEP PROJECT DEVELOPMENT PROCESS



Given the conceptual level of planning conducted in this study, additional analysis and refinement of the alternatives is warranted prior to selection of a locally preferred alternative. This study determined that all five alternatives tested, and the two shorter Metrorail extensions, are feasible. No recommendation is being made regarding selection of a preferred alternative in this study. Further detailing of the design and operating characteristics would be needed to improve the estimates of costs and benefits. Future investment in public transportation is already planned for the corridor, as evidenced by the Transforming Rail in Virginia initiative and the Richmond Highway BRT project. The importance of the corridor as a growing, diverse community that includes regionally significant job centers supports further investigation of transit enhancement options.

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December 7, 2021

ACTION - 8

Authorization of Economic Opportunity Reserve Funding for the Herndon Downtown
Redevelopment Project (Dranesville District)

ISSUE:

Board of Supervisors' authorization to enter into a Memorandum of Understanding with the Town of Herndon to allocate \$5,000,000 from the Economic Opportunity Reserve Fund to the Town of Herndon for capital construction as part of the Herndon Downtown Redevelopment Project.

RECOMMENDATION:

The County Executive recommends that the Board enter into the Memorandum of Understanding to use funding from the EOR Fund for this purpose.

TIMING:

Board action is requested on December 7, 2021, to facilitate the Town of Herndon's timeline to commit funds to the project by December 31, 2021.

BACKGROUND:

The Town of Herndon is in the process of redeveloping 4.675 acres of town-owned land in the Herndon downtown area into a mixed-use town center that will include residential and commercial structures, a public arts center, a pedestrian plaza, and a parking garage (the "Project"). The Project will create an anchor and destination in the town's Historic District, support revitalization efforts within the business district, and create additional free downtown parking for community members within a publicly owned parking garage.

The Town of Herndon entered into a Comprehensive Agreement dated November 1, 2017, with Comstock Herndon Venture LC ("Comstock"), under which Comstock agreed to design and develop the Project, including approximately 273 residential apartments, approximately 17,000 square feet of retail space, a 16,265 square foot arts center, and an approximately 726-space parking garage.

On June 19, 2018, the Board approved a contribution of \$1,200,000 from the Economic Opportunity Reserve (EOR) and entered into a Memorandum of Understanding with the Town of Herndon to govern funding use and distribution (Attachment 1 – 2018 MOU).

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December 7, 2021

To date, these funds have not been distributed to the Town of Herndon, as the funding prerequisites per the 2018 MOU have not been met.

The Comprehensive Agreement was amended by the Town of Herndon on December 3, 2020, to address changes to the Metropolitan DC construction market related to materials, labor and workforce restrictions, and effects of the COVID-19 pandemic. These market changes have resulted in an estimated funding gap of \$24,600,000, which the Town of Herndon and Comstock have negotiated to split equally. The EOR Funds will assist the Town of Herndon providing \$5,000,000 to assist with their contribution to the funding gap. The Comprehensive Amendment clarifies the financial contributions and development incentives that the Town is contributing to the Project for the public amenities, public infrastructure, and revitalization benefits.

Pursuant to the terms of the amended Comprehensive Agreement the Town of Herndon conveyed the 4.675-acre parcel to Comstock on December 15, 2021. The conveyance was performed in preparation for finalization of site plans, transitional arrangements with existing uses, and facilitate commencement of construction.

On October 5, 2021, the Board directed staff to evaluate the use of additional funding from the EOR Fund to support the Downtown Herndon Redevelopment Project and assist the Town of Herndon with the cost impacts to the Project. On October 26, 2021, the Project was reviewed by the Board at the Economic Initiatives Committee.

County staff have worked with the Town of Herndon to develop a new Memorandum of Understanding (Attachment 2) to govern how the EOR funding would be transferred to the Town of Herndon for the purposes of the EOR award. The Memorandum of Understanding has the following key provisions:

- Affirms the County previous commitment of \$1,200,000 for the Project;
- Commits the County to contribute \$5,000,000 in additional funding from the Economic Opportunity Reserve Fund for the Project distributed in five payments of \$1,000,000 per year;
- Ensures that the Project will be generating real estate tax revenue to the County by triggering the first \$1,000,000 payment upon certificate of occupancy for the first residential unit, with the remaining payments to be made on an annual basis; and
- Details the process for payments.

County payments to the Town of Herndon are contingent upon delivery of the first multi-family residential unit. It is anticipated all residential units will be delivered at the same time as the project will be constructed in a single construction phase. If for any reason the project were to have a work stoppage for a period of 180 days (6-months) after the first residential unit has been delivered, any future funding obligations will be

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suspended. It will be at the County's discretion to restart future payments with resumption of construction activity, as stated in Section 2(d) of the Memorandum of Understanding (Attachment 2).

Upon Board approval, the Memorandum of Understanding will be reviewed by the Herndon Town Council at their December 14, 2021, Town Council Meeting. The total cost estimate for the Project is \$109,100,000. If approved, the Town will be contributing \$17,850,000 (16% of the total cost estimate), the County would contribute a total of \$6,200,000 (6%), and Comstock would be responsible for the remaining balance of \$85,000,000 (78%).

The Project provides an opportunity to partner with the Town of Herndon in its downtown redevelopment efforts and will produce new tax revenues for the County on a site that currently does not generate tax revenue. The investment will support the County's Strategic Plan goals of creating places where people want to be and help with the capital costs involved with a public performing arts center and parking infrastructure.

FISCAL IMPACT:

This item will result in the expenditure of \$5,000,000 from Fund 10015: Economic Opportunity Reserve. The funds will be distributed over a five-year period likely beginning in FY 2024. It is estimated that the County will recapture the full amount of \$6,200,000 in EOR Fund expenditures from increased real estate tax revenue from the Project within eight years after occupancy. This is within the Board adopted EOR Fund guidelines for capital construction projects.

ENCLOSED DOCUMENTS:

Attachment 1 – 2018 Memorandum of Understanding with Town of Herndon
Attachment 2 – Proposed Memorandum of Understanding with Town of Herndon

STAFF:

Christina Jackson, Chief Financial Officer
Rachel Flynn, Deputy County Executive
Rebecca Moudry, Director, Department of Economic Initiatives
Joe LaHait, Countywide Debt Coordinator, Department of Management and Budget
Scott Sizer, Catalytic Development Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney
Susan Timoner, Assistant County Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on the 19th day of June, 2018 (the "Effective Date"), by the Board of Supervisors of Fairfax County, Virginia (the "County") and the Town of Herndon ("Herndon"). The County and Herndon may be referred to individually as a "Party" or collectively as the "Parties".

Background

- A. Herndon is in the process of redeveloping 4.675 acres of town-owned land in the Herndon downtown area into a mixed-use town center (the "Project") that will include residential and commercial structures, an arts center, a pedestrian plaza, and a parking garage.
- B. To further this redevelopment and pursuant to a Request for Proposals, Herndon entered into a Comprehensive Agreement dated October 24, 2017, with Comstock Herndon Venture LC ("Comstock"), under which Comstock agreed to design and develop for the Project approximately 281 residential apartments, approximately 17,600 square feet of retail space, an 18,000 square foot arts center, and an approximately 761-space parking garage. Construction of the Project is anticipated to begin in early 2019.
- C. The County has created the Economic Development Support Fund to accelerate investments in capital development project funding of strategic investment opportunities identified by the County to create value, increase economic growth, and generate taxable revenue.
- D. The County believes that the Project will stimulate economic growth in Herndon, provide additional public art space needed in Fairfax County, and benefit Fairfax County through increased tax revenue.
- E. Pursuant to Va. Code § 15.2-1202, the County desires to provide \$1,200,000 from its Economic Development Support Fund to Herndon to be used for the Project.

Agreement

- 1. **Purpose.** The Parties are entering into this MOU to set forth the terms under which the County will contribute \$1,200,000 from its Economic Development Support Fund to Herndon for the Project.
- 2. **Contribution.** The County will contribute \$1,200,000 to the Project upon the occurrence of the following:
 - (a) Herndon will have paid to Comstock at least \$1,200,000 for new construction work performed by Comstock under the Comprehensive Agreement (the "Herndon Payment"). The Herndon Payment can include payments for

engineering, architectural planning, and contract services for infrastructure necessary to complete the Project; it will not include payments for on-going operational, maintenance, or administrative costs. Any portions of the Fixed Payment, as defined in the Comprehensive Agreement, paid by Herndon to Comstock, will not count toward the Herndon Payment.

- (b) Herndon will notify the County in writing when it has made the Herndon Payment. The County may request copies of material evidencing the work performed by Comstock and the payments made by Herndon.
 - (c) Within 90 days of receipt of the notice described in subsection (b) above and any additional material as described in subsection (b) above, the County will wire \$1,200,000 to Herndon.
- 3. Limited Scope.** Nothing in this MOU may be construed as an offer or commitment by either Party to enter into a joint redevelopment or make any additional expenditures, nor be construed to create a partnership or joint venture between the Parties, nor give rise to, or serve as a basis for, any additional obligation or other liability on the part of either Party.
- 4. Appropriations.** Any terms of this MOU that would require the payment of money by the County are subject to appropriations by the Fairfax County Board of Supervisors. If appropriations are not made for any fiscal year, the County will not be obligated to make any payments beyond the amount appropriated.
- 5. Notice.**
- (a) All notices or other communications between the Parties must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally-recognized, next-day courier service, addressed as follows:
 - (1) If to the County, to: Fairfax County / Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035-0064
Attention: Scott Sizer
 - with a copy to: Fairfax County / Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney
 - (2) If to Herndon, to: Town of Herndon
777 Lynn Street
Herndon, VA 20170
Attention: Town Manager
Email: town.manager@herndon-va.gov

with a copy to: Town of Herndon
777 Lynn Street
Herndon, VA 20170
Attention: Town Attorney
Email: town.attorney@herndon-va.gov

- (b) A notice given under this MOU will be effective upon receipt or refusal by the party to which it is given.
- (c) For convenience, notices may be sent via email; however, such email notice will not be considered effective until the original notice is received by the party to which it is given pursuant to one of the delivery methods described in subsection (a) above.
- (d) Either Party may change its notice address from time to time by informing the other Party in writing of such new address.

6. Miscellaneous

- (a) The terms of this MOU may be amended or otherwise modified only by a written instrument executed by the Parties.
- (b) This MOU and any dispute, controversy, or proceeding arising out of or relating to this MOU (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.
- (c) This MOU contains the final and entire agreement between the Parties with regard to the County's contribution to the Project. The Parties are not bound by any terms, conditions, statements, or representations, oral or written, not contained in this MOU.
- (d) This MOU is not intended to and does not confer upon any other person or business entity, other than the Parties, any rights or remedies with respect to the subject matter of this MOU.
- (e) This MOU may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

The Parties have caused this MOU to be executed by their authorized representatives.

The Board of Supervisors of Fairfax County, Virginia

Name: [Signature]

Title: for County Executive

Town of Herndon, Virginia

[Signature]

Lisa C. Merkel, Mayor



ATTEST:

[Signature]

Viki L. Wellershaus
Town Clerk

APPROVED AS TO FORM:

[Signature]

Lesa J. Yeatts
Town Attorney

MEMORANDUM OF UNDERSTANDING

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- A. Herndon is in the process of redeveloping 4.675 acres of town-owned land in the Herndon downtown area into a mixed-use town center (the “Project”) that will include residential and commercial structures, a public arts center, a pedestrian plaza, and a parking garage.
- B. To further this redevelopment and pursuant to a Request for Proposals, Herndon entered into a Comprehensive Agreement dated November 1, 2017, with Comstock Herndon Venture LC (“Comstock”), under which Comstock agreed to design and develop for the Project approximately 273 residential apartments, approximately 17,000 square feet of retail space, a 16,265 square foot arts center, and an approximately 726-space parking garage. Construction of the Project was expected to begin in 2019 but experienced unexpected setbacks postponing the transfer of the land until December, 2020 and ground breaking to December 2021.
- C. The County has created the Economic Opportunity Reserve (the “EOR Fund”) to accelerate investments in capital development project funding of strategic investment opportunities identified by the County to create value, increase economic growth, and generate taxable revenue.
- D. The County believes that the Project will stimulate economic growth in Herndon, provide additional public art space needed in Fairfax County, and that further investment in the project will benefit Fairfax County through increased tax revenue.
- E. Pursuant to a Memorandum of Understanding dated June 19, 2018 (the “2018 MOU”), the County agreed to contribute \$1,200,000 from the EOR Fund to Herndon for the Project, which funds have not yet been distributed.
- F. Pursuant to Va. Code § 15.2-1202, the County desires to provide an additional \$5,000,000 from the EOR Fund to Herndon to be used for the Project, for a total commitment of \$6,200,000.

Agreement

1. **Purpose.** The Parties are entering into this MOU to set forth the terms under which the County will contribute \$5,000,000 from its EOR Fund to Herndon for the Project.
2. **Contribution.** The County will contribute \$5,000,000 to the Project in the manner outlined below and upon the occurrence of the following:
 - (a) Herndon will notify the County in writing when it receives a certificate of occupancy (the “COO”) for the first residential multi-family dwelling unit in the Project.
 - (b) Within 90 days of receipt of the notice described in subsection (a) above, the County will transfer \$1,000,000 to Herndon.
 - (c) The remaining \$4,000,000 will be transferred by the County to Herndon in \$1,000,000 increments beginning on the first anniversary of date of the COO, and on each succeeding anniversary for a total of four years.
 - (d) If at any time after the first payment under this MOU, work on the Project has been stopped for a period of 180 days, the remaining payments due under subsection (c) above will be suspended until work resumes, at the County’s discretion.
3. **2018 MOU.** All terms and conditions of the 2018 MOU remain in full force and effect and nothing in this MOU may be construed as amending the 2018 MOU.
4. **Limited Scope.** Nothing in this MOU may be construed as an offer or commitment by either Party to enter into a joint redevelopment or make any additional expenditures, nor be construed to create a partnership or joint venture between the Parties, nor give rise to, or serve as a basis for, any additional obligation or other liability on the part of either Party.
5. **Appropriations.** Any terms of this MOU that would require the payment of money by the County are subject to appropriations by the Fairfax County Board of Supervisors. If appropriations are not made for any fiscal year, the County will not be obligated to make any payments beyond the amount appropriated.
6. **Notice.**
 - (a) All notices or other communications between the Parties must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally-recognized, next-day courier service, addressed as follows:
 - (1) If to the County, to: Fairfax County / Department of Economic Initiatives
12000 Government Center Parkway, Suite 432
Fairfax, Virginia 22035-0064
Attention: Scott Sizer

with a copy to: Fairfax County
Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney

(2) If to Herndon, to: Town of Herndon
777 Lynn Street
Herndon, Virginia 20170
Attention: Town Manager
Email: town.manager@herndon-va.gov

with a copy to: Town of Herndon
777 Lynn Street
Herndon, Virginia 20170
Attention: Town Attorney
Email: town.attorney@herndon-va.gov

- (b) A notice given under this MOU will be effective upon receipt or refusal by the party to which it is given.
- (c) For convenience, notices may be sent via email; however, such email notice will not be considered effective until the original notice is received by the party to which it is given pursuant to one of the delivery methods described in subsection (a) above.
- (d) Either Party may change its notice address from time to time by informing the other Party in writing of such new address.

7. Miscellaneous

- (a) The terms of this MOU may be amended or otherwise modified only by a written instrument executed by the Parties.
- (b) This MOU and any dispute, controversy, or proceeding arising out of or relating to this MOU (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.
- (c) This MOU contains the final and entire agreement between the Parties with regard to the County's \$5,000,000 contribution to the Project. The Parties are not bound by any terms, conditions, statements, or representations, oral or written, not contained in this MOU.
- (d) This MOU is not intended to and does not confer upon any other person or business entity, other than the Parties, any rights or remedies with respect to the subject matter of this MOU.

- (e) This MOU may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

The Parties have caused this MOU to be executed by their authorized representatives.

The Board of Supervisors of Fairfax County, Virginia

Name: _____
Title: _____

The Town of Herndon

Name: _____
Title: _____

ACTION - 9

Approval of Resolution Endorsing Projects Being Submitted for FY 2028 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Federal Funding Through the Northern Virginia Transportation Authority

ISSUE:

Board approval of a resolution (Attachment 1) authorizing the Fairfax County Department of Transportation (FCDOT) to apply for federal Congestion Mitigation Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding for FY 2028. Applications will be submitted through the Northern Virginia Transportation Authority (NVTA). These projects are included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on December 3, 2019, or have otherwise been approved by the Board.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Attachment 1, in substantial form, endorsing Fairfax County projects for submission to NVTA's for the CMAQ and RSTP funding programs.

TIMING:

Board of Supervisors' approval is requested on December 7, 2021, to meet the NVTA deadline for applications, which is January 14, 2022. The Commonwealth Transportation Board (CTB) is expected to subsequently consider the NVTA-approved list of projects for CMAQ and RSTP funding in June 2022, as part of its FY2023-2028 Six-Year Improvement Program (SYIP).

BACKGROUND:

The CMAQ Program provides federal funds for regions that are determined to be in non-attainment for air quality to assist them in complying with Clean Air Act requirements. The RSTP Program provides federal formula funds to the region to assist with the implementation of transportation capital projects.

The Board endorsed CMAQ and RSTP applications for FY 2027 funds in January 2021, and NVTA approved its recommendations in spring 2021. The CTB approved the FY 2027 funds as part of its FY 2022-2027 SYIP in June 2021.

For the purposes of preparing its recommended project lists, NVTA currently estimates

that for Northern Virginia, \$54.5 million will be available for the RSTP Program and approximately \$20.5 million will be available in the CMAQ Program in FY 2028. Staff recommends submitting the following projects for funding consideration. The projects are included in the Board's Transportation Priorities Plan or have otherwise been approved by the Board, and most have been previously submitted for CMAQ or RSTP funding. The projects are described in Attachment 2.

Table 1– List of Proposed Projects for CMAQ/RSTP Funding

Project Title	Proposed Funding Request In Millions	Priority
Richmond Highway Widening (Mt Vernon Memorial Highway to Sherwood Hall Lane)	\$20.0	1
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)	\$20.0	2
Richmond Highway Bus Rapid Transit	\$10.0	3
Frontier Drive Extension	\$10.0	4
Seven Corners Ring Road (Phase 1A/Segment 1A)	\$9.0	5
Fairfax County Parkway (Route 286) Widening (Route 123 to Route 29)	\$10.0	6
Mason Neck Trail (Gunston Road Walkway) North Segment	\$10.0	7
Town Center Parkway Extension/ Dulles Toll Road (DTR) Underpass	\$9.0	8
Countywide Transit Stores	\$0.7	9
Route 7 Bus Rapid Transit	\$5.0	10
Total CMAQ/RSTP Requested	\$103.7	

FISCAL IMPACT:

Requests for CMAQ and RSTP funding are shown by project in the table above. There is no Local Cash Match associated with either the CMAQ or RSTP funding and no impact to the General Fund. If the County is awarded funding, staff will submit Board items, as needed, to accept the awards and execute the Project Administration Agreements with the Virginia Department of Transportation or Virginia Department of Rail and Public Transportation.

Board Agenda Item
December 7, 2021

CREATION OF POSITIONS:

No positions will be created through this action.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution of Endorsement of Projects Being Submitted for Regional and Federal Funding through the Northern Virginia Transportation Authority

Attachment 2 – List of Projects with Brief Descriptions

STAFF:

Rachel Flynn, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Ray Johnson, Chief, Funding Section, FCDOT

Noelle Dominguez, Chief, Coordination Section, FCDOT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, on Tuesday, December 7, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves submission of the following list of projects to the Northern Virginia Transportation Authority (NVTA) for funding from the federal Congestion Mitigation and Air Quality and Regional Surface Transportation Programs for FY 2028:

- Richmond Highway Widening (Mt. Vernon Memorial Highway to Sherwood Hall Lane)
- Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)
- Richmond Highway Bus Rapid Transit
- Frontier Drive Extension
- Seven Corners Ring Road (Phase 1A/Segment 1A)
- Fairfax County Parkway (Route 286) Widening (Route 123 to Route 29)
- Mason Neck Trail (Gunston Road Walkway) North Segment
- Town Center Parkway Extension/ Dulles Toll Road (DTR) Underpass
- Countywide Transit Stores
- Route 7 Bus Rapid Transit

Adopted this 7th day of December 2021, Fairfax, Virginia

ATTEST _____
Jill G. Cooper
Clerk for the Board of Supervisors

List of Recommended Projects for Congestion Mitigation Air Quality/Regional Surface Transportation Program (CMAQ/RSTP) Consideration (FY2028)

Project	Project Description	Funding Request in Millions	Priority
Richmond Highway Widening (Mt. Vernon Memorial Highway to Sherwood Hall Lane)	The project is 2.9 miles in length and is located between Mt. Vernon Memorial Highway (south) and Sherwood Hall Lane. This project will provide a six-lane facility and complements the Richmond Highway project from Telegraph Road to Mt. Vernon Memorial Highway. This project includes both pedestrian and bicycle facilities and provision for bus rapid transit.	\$20.0	1
Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass)	The project is a new roadway, approximately one-half mile long between Sunrise Valley Drive and Sunset Hills Road. The project will include a new bridge crossing over the Dulles Toll Road. This project includes both pedestrian and bicycle facilities. It supports development around the Wiehle-Reston East Metrorail Station.	\$20.0	2
Richmond Highway Bus Rapid Transit (BRT) (Huntington Metrorail Station to Fort Belvoir)	The project includes median running BRT from the Huntington Metrorail Station to Fort Belvoir. The project will include new transit stations, facilities for bicycle, pedestrian and vehicle travel modes.	\$10.0	3
Frontier Drive Extension	Extend Frontier Drive from Franconia-Springfield Parkway to Loisdale Road, including access to Franconia-Springfield Metrorail Station and braided ramps to and from the Parkway. Provide on-street parking along Frontier Drive as well as pedestrian and bicycle facilities.	\$10.0	4
Seven Corners Ring Road (Phase 1A/Segment 1A)	This project will design the first phase of the new interchange. This phase consists of a new road connecting Route 7, on the western side of the existing Seven Corners Interchange, with a bridge over Route 50, around the interchange to Sleepy Hollow Road, back to Route 7 on the eastern side of the interchange and terminating with a bridge that goes over Route 50. The entire project includes bicycle and pedestrian accommodations.	\$9.0	5

Fairfax County Parkway (Route 286) Widening (Route 123 to Route 29)	The project provides for the widening of Fairfax County Parkway (Route 286) from Route 123 to 2,000 feet north of Route 29 from four lanes (divided) to six lanes (divided). This improvement will provide or upgrade pedestrian and bicycle facilities.	\$10.0	6
Mason Neck Trail (Gunston Road Walkway) North Segment	This project will construct missing links of walkway on Gunston Road from Richmond Highway (Route 1) to existing trail.	\$10.0	7
Town Center Parkway Extension/ Dulles Toll Road (DTR) Underpass	The project will provide a divided roadway under the Dulles Toll Road from Sunrise Valley Drive to Sunset Hills Road.	\$9.0	8
Countywide Transit Stores	Six transit stores provide transit information, trip planning, fare media, and ridesharing information to area residents and visitors seeking alternatives to driving alone. Since FY 2002, CMAQ funding has been allocated to the operation of the countywide transit stores.	\$0.7	9
Route 7 Bus Rapid Transit (BRT)	Widening of Route 7 to provide for two future Bus Rapid Transit lanes between International Drive and I-66.	\$5.0	10

Board Agenda Item
December 7, 2021

CONSIDERATION - 1

Approval of Bylaws and Resolution of the Tysons Transportation Service District Advisory Board (TTSDAB) Updating the Name of the Northern Virginia Chamber of Commerce

ISSUE:

Approval of the attached, revised Bylaws and adoption of a new authorizing Resolution for the Tysons Transportation Service District Advisory Board (TTSDAB).

TIMING:

Board consideration is requested on December 7, 2021, so the revised bylaws (Attachment 2) can be approved, and the new authorizing resolution (Attachment 3) can be adopted.

BACKGROUND:

The TTSDAB was established by the Board of Supervisors on January 8, 2013. On February 10, 2020, the Clerk for the Board of Supervisors distributed a copy of updated Model Bylaws for use by Boards, Authorities, and Commissions to comply with all Virginia laws, County ordinances, and County policies. The TTSDAB approved the Model Bylaws on April 8, 2021. The TTSDAB bylaws were approved, and a resolution stating its purposes, membership, and procedures was adopted, by the Board of Supervisors on July 27, 2021.

Since the bylaws were approved, it has come to staff's attention that the Northern Virginia Chamber of Commerce has succeeded the Fairfax County Chamber of Commerce. The revised Bylaws and authorizing resolution adjust the membership of the TTSDAB to recognize that Fairfax County Chamber of Commerce is now the Northern Virginia Chamber of Commerce. There are no other changes. The TTSDAB's approved bylaws are included as Attachment 1 for the Board's reference.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

Board Agenda Item
December 7, 2021

ENCLOSED DOCUMENTS:

Attachment 1: Approved Tysons Transportation Service District Advisory Board Bylaws
Attachment 2: Revised Tysons Transportation Service District Advisory Board Bylaws
Attachment 3: Proposed Resolution updating the name of the Northern Virginia
Chamber of Commerce

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT
Christina Cain, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Martin Desjardins, Assistant County Attorney

BYLAWS OF THE TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD

ARTICLE I – NAME

The name of this organization is the Tysons Transportation Service District Advisory Board, hereinafter referred to as the “Advisory Board”. These bylaws are effective as of July 27, 2021.

ARTICLE II – PURPOSE

The Advisory Board has been established by the Board of Supervisors of Fairfax County, Virginia (“Board of Supervisors”), pursuant to Virginia Code § 15.2-1411, for the purpose of providing input to the Board on: the annual tax rate for the Tysons Transportation Service District; the transportation project priorities for projects funded all or in part by the Tysons Transportation Service District; project implementation schedules; and other potential sources of revenue that the Board could explore to possibly help offset the cost for the Tysons Transportation Service District. The Advisory Board may also provide input on the annual adjustment of road fund rates related to generating revenue for the local street network and the Tysons-wide transportation improvements.

ARTICLE III – MEMBERSHIP AND TERM OF OFFICE

Appointments. Membership and appointments to the Advisory Board shall be made by the Board of Supervisors, and members shall serve for such term or terms as established by the Board of Supervisors, currently two years. The Advisory Board must include representation from both the Providence and Hunter Mill magisterial districts, as well as include a cross section of stakeholders in the Tysons area. The Advisory Board consists of 17 members as follows:

- One member from the Dranesville District
- Two members that represent adjacent communities and selected from:
 - Town of Vienna
 - McLean Citizens Association
- Two members from the Providence District;
- Two members from the Hunter Mill District;
- Three members to represent residential owners and homeowner/civic associations;
- One member to represent apartment or rental owner associations;
- Three members to represent commercial or retail ownership interests;
- One member from the Fairfax County Chamber of Commerce to represent lessees of non-residential space;
- Two members from the Tysons Partnership to represent that organization.

Resignations and Vacancies. In the event a member cannot serve or resigns from office, then the chairperson, the clerk or the secretary, or the County staff coordinator 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 Advisory Board 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 Advisory Board members annually and such election shall be scheduled at the first meeting of each calendar year. At the meeting 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 Advisory Board. 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 Advisory Board. 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 Advisory Board and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to Advisory Board members and to request assistance from the County staff supporting the Advisory Board.

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 Advisory Board 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 Advisory Board may hold public hearings and report its findings to the Board of Supervisors on Advisory Board 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 the Advisory Board 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 Advisory Board shall meet at least annually or as determined by the Chairperson. Meetings shall be held at a time agreed to by a majority of the Advisory Board members, and at a place arranged by the staff of the supporting County department.

Voting. A quorum is necessary for a vote. A majority of the membership of the Advisory Board shall constitute a quorum. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of Advisory Board members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes of Advisory Board members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA or other applicable Virginia law, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to Advisory Board members shall be made available for public inspection at the same time such documents are furnished to the Advisory Board 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 Advisory Board 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. The supporting County department 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 Advisory Board and advice provided in closed session by legal counsel to the Advisory Board, 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 Advisory Board 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 Advisory Board's legal counsel.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any Advisory Board member who misses three consecutive meetings, or who fails to participate in the work of the Advisory Board without good cause acceptable to a majority of the other Advisory Board members may be subject to removal from the Advisory Board.

ARTICLE VII - REMOVAL

Any Advisory Board member(s) may be recommended to the Board of Supervisors for removal from the Advisory Board for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all of the Advisory Board members. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the Advisory Board 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 the Advisory Board members present and voting.

Special. The Chairperson may appoint special committees and a Chairperson for each with the consent of a majority of the Advisory Board 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 – ANNUAL REPORT

The Advisory Board shall prepare an annual written recommendation to the Board of Supervisors for the Tysons Transportation Service District tax rate for the subsequent fiscal year. This recommendation shall be provided prior to the close of public hearings for the subsequent fiscal year Adopted Budget Plan, and to the Clerk for the Board of Supervisors for distribution to the members of the Board of Supervisors and to the County Executive.

ARTICLE X – COMPLIANCE WITH LAW AND COUNTY POLICY

The Advisory Board shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

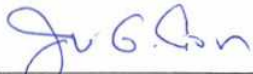
ARTICLE XI – AMENDMENT OF BYLAWS

These bylaws may be amended by the Advisory Board by adopting the proposed amendment or amendments by a two-thirds (2/3) vote of those present and voting and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to bylaws shall become effective upon approval by the Board of Supervisors. Prior to any vote by the Advisory Board, notice of the proposed changes must be given to each member in writing, which can include notice by email, no less than seven days before the meeting at which the changes are considered.

These Bylaws were approved by the Fairfax County Board of Supervisors during a public meeting held on 27th day of July, 2021.

ADOPTED this 27th day of July, 2021.

A Copy - Teste:



Jill G. Cooper
Clerk for the Board of Supervisors

BYLAWS OF THE TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD

Draft of December 7, 2021

ARTICLE I – NAME

The name of this organization is the Tysons Transportation Service District Advisory Board, hereinafter referred to as the “Advisory Board”. These bylaws are effective as of December 7, 2021.

ARTICLE II – PURPOSE

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- One member from the Dranesville District
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 - Town of Vienna
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- Two members from the Providence District;
- Two members from the Hunter Mill District;
- Three members to represent residential owners and homeowner/civic associations;
- One member to represent apartment or rental owner associations;
- Three members to represent commercial or retail ownership interests;

- One member from the ~~Fairfax County Chamber of Commerce~~ Northern Virginia Chamber of Commerce to represent lessees of non-residential space;
- Two members from the Tysons Partnership to represent that organization.

Resignations and Vacancies. In the event a member cannot serve or resigns from office, then the chairperson, the clerk or the secretary, or the County staff coordinator 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 Advisory Board 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 Advisory Board members annually and such election shall be scheduled at the first meeting of each calendar year. At the meeting 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 Advisory Board. 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 Advisory Board. 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 Advisory Board and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to Advisory Board members and to request assistance from the County staff supporting the Advisory Board.

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 Advisory Board 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 Advisory Board may hold public hearings and report its findings to the Board of Supervisors on Advisory Board 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 the Advisory Board 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 Advisory Board shall meet at least annually or as determined by the Chairperson. Meetings shall be held at a time agreed to by a majority of the Advisory Board members, and at a place arranged by the staff of the supporting County department.

Voting. A quorum is necessary for a vote. A majority of the membership of the Advisory Board shall constitute a quorum. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of Advisory Board members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes of Advisory Board members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA or other applicable Virginia law, no meeting shall be conducted through telephonic, video, electronic, or other communication

means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to Advisory Board members shall be made available for public inspection at the same time such documents are furnished to the Advisory Board 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 Advisory Board 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. The supporting County department 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 Advisory Board and advice provided in closed session by legal counsel to the Advisory Board, 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 Advisory Board 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 Advisory Board's legal counsel.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any Advisory Board member who misses three consecutive meetings, or who fails to participate in the work of the Advisory Board without good cause acceptable to a majority of the other Advisory Board members may be subject to removal from the Advisory Board.

ARTICLE VII - REMOVAL

Any Advisory Board member(s) may be recommended to the Board of Supervisors for removal from the Advisory Board for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all of the Advisory Board members. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the Advisory Board 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 the Advisory Board members present and voting.

Special. The Chairperson may appoint special committees and a Chairperson for each with the consent of a majority of the Advisory Board 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 – ANNUAL REPORT

The Advisory Board shall prepare an annual written recommendation to the Board of Supervisors for the Tysons Transportation Service District tax rate for the subsequent fiscal year. This recommendation shall be provided prior to the close of public hearings for the subsequent fiscal year Adopted Budget Plan, and to the Clerk for the Board of Supervisors for distribution to the members of the Board of Supervisors and to the County Executive.

ARTICLE X – COMPLIANCE WITH LAW AND COUNTY POLICY

The Advisory Board shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

ARTICLE XI – AMENDMENT OF BYLAWS

These bylaws may be amended by the Advisory Board by adopting the proposed amendment or amendments by a two-thirds (2/3) vote of those present and voting and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to bylaws shall become effective upon approval by the Board of Supervisors. Prior to any vote by the Advisory Board, notice of the proposed changes must be given to each member in writing, which can include notice by email, no less than seven days before the meeting at which the changes are considered.

These Bylaws were approved by the Fairfax County Board of Supervisors during a public meeting held on 7th day of December, 2021.

GIVEN under my hand this _____ day of _____, 2021.

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

**RESOLUTION
STATING THE PURPOSES, MEMBERSHIP, AND PROCEDURES OF THE TYSONS
TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board"), held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on December 7, 2021, the following resolution was adopted:

WHEREAS, the Board created the Tysons Transportation Service District Advisory Board ("TTSDAB") on January 8, 2013, and

WHEREAS, the Board approved the membership, purposes, and terms of the TTSDAB by motion, and

WHEREAS, the Board has authority to establish the TTSDAB under Virginia Code § 15.2-1411, and

WHEREAS, the Northern Virginia Chamber of Commerce has succeeded the Fairfax County Chamber of Commerce such that updating the TTSDAB's membership is appropriate, and

WHEREAS, it is appropriate for the Board to adopt a resolution stating the purposes, membership, and procedures of the TTSDAB,

NOW THEREFORE BE IT RESOLVED that the TTSDAB is authorized to function under the following provisions:

1. PURPOSES. The purposes of the TTSDAB are to provide input to the Board on: the annual tax rate for the Tysons Transportation Service District; the transportation project priorities for projects funded all or in part by the Tysons Transportation Service District; project implementation schedules; and other potential sources of revenue that the Board could explore to possibly help offset the cost for the Tysons Transportation Service District. The TTSDAB may also provide input on the annual adjustment of road fund rates related to generating revenue for the local street network and the Tysons-wide transportation improvements.

2. MEMBERSHIP. The TTSDAB shall consist of 17 members as follows, and members shall serve terms of two years:

- One member from the Dranesville District
- Two members that represent adjacent communities and selected from:
 - Town of Vienna
 - McLean Citizens Association
- Two members from the Providence District;
- Two members from the Hunter Mill District;
- Three members to represent residential owners and homeowner/civic associations;
- One member to represent apartment or rental owner associations;

- Three members to represent commercial or retail ownership interests;
- One member from the Northern Virginia Chamber of Commerce to represent lessees of non-residential space;
- Two members from the Tysons Partnership to represent that organization.

3. PROCEDURES. The TTSDAB shall determine its own rules of procedure subject to the following:

(A) The TTSDAB shall have bylaws. All bylaws of the TTSDAB are subject to the approval of the Board.

(B) The TTSDAB shall comply with all Virginia laws, including, but not limited to, the Virginia Freedom of Information Act, Va. Code § 2.2-3700, *et. seq.*, as amended (“VFOIA”), and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100, *et seq.*, as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions.

(C) The Fairfax County Department of Transportation shall provide support to the TTSDAB, including a staff coordinator. The staff coordinator shall ensure compliance with the notice, meetings, and recordkeeping requirements of the VFOIA.

GIVEN under my hand this ____ day of _____, 2021.

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

Board Agenda Item
December 7, 2021

CONSIDERATION - 2

Consideration of an Appeal of the Planning Commission's Approval of Final Development Plan (FDP) 2014-MA-023-02, by Hcini Mohammad

ISSUE:

Board consideration of an appeal of the Planning Commission's approval of Final Development Plan (FDP) 2014-MA-023-02.

TIMING:

Board consideration is requested on December 7, 2021.

BACKGROUND:

On October 13, 2021, the Planning Commission voted 11-0 to approve FDP 2014-MA-023-02, in the name of DRI/WP Alta Crossroads, LLC, a Delaware Limited Liability Company, subject to development conditions dated October 13, 2021. On October 25, 2021, the Department of Planning and Development (DPD) and the Clerk to the Board of Supervisors (Board) received an appeal of that decision.

As permitted in subsection 8100.2(E)(2)(i) of the Zoning Ordinance, "[t]o appeal a Planning Commission's approval or approval with modifications of a final development plan, an aggrieved party must file its appeal with the Board within ten days after the decision of the Commission. The appeal must be by written petition to the Board setting forth the reasons for the appeal." Ten days after October 13 was Saturday, October 23. Because the County is closed on Saturday, the appeal was submitted on the next business day, October 25, which staff has deemed acceptable.

The underlying rezoning, RZ 2014-MA-023, was approved by the Board on July 25, 2017, to rezone 7.39 acres to the Planned Development Commercial (PDC) zoning district for a mixed-use development. A link to the rezoning staff report can be found below in Attachment 4. As required by Article 16 of the Zoning Ordinance (citations relating to the FDP reference the Zoning Ordinance in effect when the FDP application was submitted), the establishment of a planned zoning district required approval of a conceptual development plan (CDP) to be followed by a more refined FDP. As detailed in Sect. 16-501 of the Zoning Ordinance, the CDP's required elements included, among other things, a description of proposed traffic circulation,

open space areas, parking, approximate location and estimated size of all proposed stormwater management facilities, a statement of the maximum gross floor area and floor area ratio, and the maximum number of dwelling units proposed. Section 16-502 described the FDP requirements and the need to obtain an approved FDP, prepared in accordance with the approved CDP, to implement the development. As generally described in the submission requirements, the FDP was expected to refine the elements as shown on the CDP and, among other things, include details such as final tabulations for intensity/density of the development, refined architectural sketches, details of the off-street parking and loading areas and structures, proposed treatment and improvement of open space areas, and more detailed information regarding the proposed stormwater management facilities.

As contained in the approved proffers and on the approved CDP (see Attachments 3 and 5), the rezoning approval set the overall urban design and layout and permitted development of the site in three land bays at an overall floor area ratio of 1.81. Land Bays A and C (referenced on the FDP as “Parts A and C”) are the subject of the current appeal; Land Bay A was approved for multi-family residential or elderly independent or assisted living, with the option, but not requirement, for certain ground floor non-residential uses; Land Bay C was approved for three single-family attached units. Under either option, publicly accessible park space or a recreational facility, such as a pocket park, was required onsite. While not shown in detail on the CDP, the proffers required that a certain amount of open space, to include park spaces, be provided in each land bay (0.3 acre in Land Bay A and 0.1 acre in Land Bay C, at the maximum development level). The proffers permitted phased development, and the CDP contained information on possible phasing of development in the land bays, showing that the different parts might develop at different times.

The CDP and proffers included transportation improvements and showed right-of-way dedication along Moncure Avenue and Columbia Pike for frontage improvements, the provision of New Road A connecting Moncure Avenue to a future extension of Seminary Road, and the provision of New Road B connecting Road A to Columbia Pike. As can be seen in the staff report, the development plan was reviewed by the Virginia Department of Transportation (VDOT) and the Fairfax County Department of Transportation (FCDOT) and included review of a traffic study that measured the proposal’s traffic impacts. The traffic study reviewed and analyzed the trips generated by the development and the current conditions, including the existing churches, daycare, and convenience store cited by the appellant. This analysis concluded that the application’s proposed improvements were sufficient to address transportation impacts and that there were no outstanding transportation issues associated with the proposal.

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The CDP also showed a stormwater management plan consisting of a green roof and bio-retention measures to meet the water quality and quantity requirements for redevelopment and overall outfall. As described in Land Development Services' memorandum, while there was a stormwater drainage complaint filed onsite on the property, no offsite drainage complaints were recorded at the time of the rezoning.

The applicant did not pursue an FDP at the time of rezoning. Instead, FDP 2014-MA-023-02 was accepted for review on April 27, 2021. The FDP was filed on a 4.37-acre portion of the original rezoning (Land Bays A and C) and included the design details for those land bays.

The FDP, as approved by the Planning Commission on October 13, 2021, implemented the CDP. The FDP continues to show a proposed multifamily building in Land Bay A, three townhomes in Land Bay C, New Road A, and frontage improvements along Moncure Avenue and Columbia Pike. Consistent with the park spaces and pedestrian facilities required by the rezoning, the FDP shows a 0.3 acre park space in Land Bay A, including a pocket park and pedestrian facilities adjacent to the future New Road B; Road B will be provided as necessary with Land Bay B. The FDP also shows a 0.1-acre park space in Land Bay C. VDOT and FCDOT again reviewed transportation impacts and found the FDP conformed with the CDP. Specifications for the stormwater facilities were provided to detail the measures to reduce runoff and provide water quality treatment. Required parking for all the uses was shown to be provided in the parking structure associated with the multi-family building in Land Bay A and with the three individual townhomes in Land Bay C.

After a detailed analysis of the FDP application, staff found the request to be in conformance with the CDP and accepted proffers and in general harmony with the Comprehensive Plan and in conformance with the applicable Zoning Ordinance provisions, with implementation of the development conditions. Therefore, staff recommended approval of the application. A link to the FDP staff report can be found in Attachment 8 below.

Of note, the staff report also includes a series of Appendices from County agencies that reviewed the request and that concluded that the application had addressed impacts related to the proposed development.

Planning Commission Decision

As noted above, upon a motion by Commissioner Strandlie, the Planning Commission voted 11-0 to approve the subject FDP. (See Planning Commission verbatim in Attachment 9.)

Appellant's Position

On October 25, 2021, DPD and the Clerk to the Board received the appeal, filed by Hcini Mohammad (appellant), a resident at 3537 Moncure Avenue, Falls Church, VA 22041 (Attachment 1). The appeal claims that the appellant is an aggrieved party and thus entitled to appeal the Planning Commission decision to approve FDP

2014-MA-023-02 for three main reasons, as quoted below:

1. Additional flooding issues to home not accounted for in water management study;
2. 2017 traffic study did not factor in major landmark traffic on this one-way flow at a time road; and
3. Development changing urban design.

In a statement provided with the appeal, the appellant elaborated on concerns related to traffic on Moncure Avenue, flooding issues, noise impacts, parking issues, and opposition to a new traffic signal.

For the reasons that follow, these allegations do not establish that the appellant is an aggrieved party or that the FDP approval should be overturned.

DISCUSSION

A. The appellant is not an aggrieved party

The Planning Commission's approval of an FDP may be appealed only by an "aggrieved party." Zoning Ordinance subsection 8100.2(E)(2)(i). A party with no ownership interest in the property subject to the approval has standing to challenge the decision only by satisfying a two-step test. In *Friends of the Rappahannock v. Caroline Cty.*, 743 S.E.2d 132, 137 (Va. 2013), the court stated, "[f]irst, the complainant must own or occupy 'real property within or in close proximity to the property that is the subject of' the land use determination . . . Second, the complainant must allege facts demonstrating a particularized harm to 'some personal or property right, legal or equitable, or imposition of a burden or obligation upon the petitioner different from that suffered by the public generally.'" *Id.* (quoting *Va. Marine Res. Comm'n v. Clark*, 709 S.E.2d 150, 155 (Va. 2011)). An appellant cannot satisfy that test by challenging the later approval of a plan that merely reflects or implements the Board's previous approval, as was decided in *Dulles Pro. Ctr. Condo. Unit Owners Ass'n v. Bd. of Supervisors*, No. 200105, 2021 WL 2022126, page *3 (Va. 2021), which held that neighboring owners had no standing to challenge a 2018 rezoning when their alleged damages flowed from a public facility already approved with a 2017 rezoning. The appellant is not an aggrieved party as set forth below.

1. Failure to challenge the rezoning/CDP approval pervades this appeal

None of the appellant's alleged harms result from the Planning Commission's approval of the FDP. Under Par. 1 of Section 16-402 of the Zoning Ordinance, "[a]ll final development plans shall be prepared in accordance with the approved conceptual development plan, any conditions as may have been adopted by the Board, and the provisions of Sect. 502 below." Par. 4 of Sect. 16-402 states that the Planning Commission "shall consider the final development plan in accordance with the approved conceptual development plan" and must determine whether the FDP complies with the applicable zoning district regulations. "Upon the determination that the [FDP] is in accordance and does comply, the Planning Commission shall approve, or approve with modifications, the [FDP]." *Id.*

The appeal does not allege that the FDP is not in accordance with the approved CDP or that it does not comply with the applicable zoning district regulations; in fact, the appeal does not even mention the CDP or applicable zoning regulations. The FDP staff report recommended approval of the FDP after specifically finding it to be in conformance with the approved CDP, associated proffers, and the applicable Zoning Ordinance provisions. In the Planning Commission's approval motion, Commissioner Strandlie observed that the proposed FDP would implement the approved CDP and associated proffers for Parts A and C of that overall approval. The Planning Commission was therefore required to approve the FDP. (See Par. 4 of Sect. 16-402 of the Zoning Ordinance.)

In accordance with the above-referenced zoning provisions, the FDP merely implements the uses, facilities, density/intensity, and amenities already approved by the rezoning, CDP, and proffers. The time to challenge the substance of that approval—and any harm allegedly flowing from it—was within 30 days of the rezoning/CDP approval. See Va. Code § 15.2-2285(F). The FDP doesn't create a second bite at the apple. No one challenged the rezoning approval, and it's too late now to do so through the FDP. If the appellant or its predecessor-in-interest was not aggrieved by the rezoning/CDP approval, which already approved the proposed development, it is not aggrieved by the FDP approval.

2. No particularized harm to the appellant

The appellant also fails to allege any particularized harm. The appellant submitted the appeal "on behalf of the residents. The neighbors have come together to emphasis [sic] their concerns." (See Attachment 2, Appeal Statement, page 1.) The appellant's

concerns are therefore not unique nor particularized but are instead alleged to be shared by the neighborhood. Further, the appellant alleges no facts demonstrating a particularized harm to a personal or property right. The appellant has no legal right to have the developer solve existing, community-wide flooding problems, allegedly a “huge issue” on Moncure Avenue generally. (See Attachment 2, page 3.) The appellant also has no standing to challenge a site plan, which is when stormwater management facilities will be finalized. It fails to allege any harm from transportation issues or “urban design” stemming from the FDP, as opposed to what was already approved with the rezoning and CDP. The appellant complains that the development will generate noise, but that complaint is not particular to the appellant, and it fails to account for the Noise Ordinance, which regulates noise and any noise violations. The appellant also complains that no parking is provided for the park spaces onsite, which is also not particular to the appellant, and as noted previously, because the park spaces will serve the residents of this development and passers-by, no parking is required by any County Code or ordinance. For those reasons, and as detailed below, the appeal should be denied as not having been filed by an aggrieved party.

B. The appeal presents no basis to overturn the FDP approval

Even if the appellant had standing, the appeal raises no substantive basis to overturn the Planning Commission’s approval. The FDP conforms with the CDP and complies with the Zoning Ordinance. It also satisfies applicable requirements with respect to stormwater management, generates no need for a new traffic study, and need not conform to the appellant’s design preferences, as detailed below.

1. Stormwater management

The appellant references “additional flooding issues to home not accounted for in water management study.” In the Appeal Statement, the appellant explains that “there is a huge issue with flooding on Moncure Avenue,” that “flooding would be an issue with [the appellant’s home] since there are roughly 80 townhomes in the rear” and that the neighbors “would like to work alongside the developer, the county and engineers to draft an updated storm water management report to include the water run-off from the 80 townhomes, two churches, and daycare facility.” (See Attachment 2, page 1.) These allegations plainly establish that the appellant complains of *existing conditions*, which the FDP is not required to address.

The developer is, of course, required to meet all applicable stormwater requirements, including water quantity and quality, factoring in impervious area for the proposed

development under County Code §§ 124-4-3 and 124-4-4. In accordance with Par. 1A(17) of Sect. 16-502 of the Zoning Ordinance in effect at the time of development plan application, the applicant was required to provide certain preliminary stormwater information and to identify any waivers sought. That paragraph states that the “[a]pproximate location . . . of all proposed stormwater management facilities” must be shown on the FDP, and a preliminary stormwater management plan must depict, among other things, the proposed facilities, and must include a narrative describing how detention and best management practice requirements will be met. To satisfy that requirement, the FDP proposes and depicts three bioretention facilities and one underground facility to serve the proposed development, with any other comments or stormwater issues to be addressed at the time of site plan review. (See FDP staff report, pages 16-17 and FDP sheet SWM-1.) Specifically, the FDP, on sheet SWM-1, states:

The alignment of the stormwater management system is preliminary and subject to change with final engineering at time of site plan. This includes adding or removing pipe, adding or removing structures, and changing the location of quality control structures. The stormwater management plan will meet all requirements at the time of final site plan submission.

As those facilities could change during final engineering, and because the Zoning Ordinance does not require final stormwater management engineering in the FDP, FDP approval creates no basis for appeal on this issue. (See generally *Vulcan Materials Co. v. Bd. of Supervisors*, 445 S.E.2d 97, 100 (Va. 1994), which held that there can be no denial of a personal or property right resulting from advisory comments.) Moreover, just as there is no third-party standing to challenge the approval of or issues relating to a site plan, there also can be no standing to challenge facilities that will be finalized at the time of site plan approval. Va. Code § 15.2-2259(D). (See also *Shilling v. Jimenez*, 597 S.E.2d 206, 209-10 (Va. 2004).)

2. Transportation issues

The appellant complains that a new traffic study should have accompanied the FDP application. According to FCDOT, a new traffic study is not done with an FDP—unless expressly required by proffers (not the case here)—because the scope of development has already been approved with the CDP. The appellant also alleges, incorrectly, that the 2017 traffic study did not include the existing nearby churches, daycare, and convenience store. FCDOT has confirmed that those uses already existed, and the study’s operational analysis included counts from those uses. The appellant’s other

complaints—about the width of Moncure Avenue, queuing at a traffic light, and other traffic backups—are neither particularized to the appellant nor caused by the FDP approval.

3. Urban design

The appeal cites a change in “urban design” as a justification, though the appeal statement barely mentions the issue. The appeal merely questions the approval of townhouses on Moncure Avenue and on Ellery Circle with two older homes in between, which allegedly “will turn Moncure Ave into a different street then [sic] what Fairfax County had in mind with urban design plans.” (See Attachment 2, page 5.) It asks the developer to “double check their design/permits for something more conforming to the neighborhood’s landscape.” The appellant’s aesthetic preferences have no bearing on whether the FDP conforms with the CDP and Zoning Ordinance, and as such, this issue has no merit.

Summary

The FDP implements the rezoning and CDP approvals, which approvals were not challenged, and it is too late to do so. The appeal should be denied and the Planning Commission’s decision upheld because the appellant lacks standing to challenge the FDP approval. The appellant fails to allege any particularized harm that could make it an aggrieved party. Additionally, because it is undisputed that the FDP conforms with the CDP and complies with the Zoning Ordinance, the appellant fails to allege any legal basis to overturn the approval.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Appeal form from Hcini Mohammad

Attachment 2: Appellant’s Appeal Statement

Attachment 3: Approved Conceptual Development Plan RZ 2014-MA-023 can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=17HS5&ID2=00000&ID3=003OS&agency=FFX&SeqNo=78381>

Board Agenda Item
December 7, 2021

Attachment 4: Staff report for RZ 2014-MA-023 can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=17HS5&ID2=00000&ID3=003OS&agency=FFX&SeqNo=78376>

Attachment 5: Accepted proffers RZ 2014-MA-023 can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=17HS5&ID2=00000&ID3=003OS&agency=FFX&SeqNo=78377>

Attachment 6: Approved Final Development Plan FDP 2014-MA-023 can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=21HS5&ID2=00000&ID3=000X5&agency=FFX&SeqNo=229787>

Attachment 7: Approved Final Development Plan Conditions can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=21HS5&ID2=00000&ID3=000X5&agency=FFX&SeqNo=211028>

Attachment 8: Staff report FDP 2014-MA-023-02 can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=21HS5&ID2=00000&ID3=000X5&agency=FFX&SeqNo=192435>

Attachment 9: Planning Commission Verbatim can be found online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=21HS5&ID2=00000&ID3=000X5&agency=FFX&SeqNo=210441>

STAFF:

Rachel Flynn, Deputy County Executive

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

Leslie Johnson, Zoning Administrator, DPD

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

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

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney



Please type or
Print in Black Ink

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX
APPLICATION FOR APPEAL

APPLICATION NO. _____
(Assigned by Staff)

NAME OF APPELLANT: Hcini Mohammad

NATURE OF THE APPEAL:

Appealing final order of the Planning Commission board. Many adverse factors were not considered. Project was rushed, many holes in this development project. Neighborhood would drastically change from a narrow street that only has capability for 1 vehicle passthrough side road for cars to pass outdate 2017 traffic did not consider this and new traffic pattern cutting through neighborhoods around 395, seminary trying avoid bottle neck around route 7/columbia pike. over 500 cars will park at the new development, 5000+ cars day new traffic

DATE OF ORDER, REQUIREMENT, DECISION, DETERMINATION OR NOTICE OF VIOLATION WHICH IS SUBJECT TO THE APPEAL October 13, 2021

HOW IS THE APPELLANT AN AGGRIEVED PERSON?:

Additional flooding issues to home not accounted for in water management study, 2017 traffic study did not factor in major land marks traffic on this 1 way flow at a time road. Development changing urban design

IF APPEAL RELATES TO A SPECIFIC PROPERTY, PROVIDE THE FOLLOWING INFORMATION:

POSTAL ADDRESS OF PROPERTY: S. side of Columbia Pike and E. side of Moncure Ave. on approx. 4.38 ac.

TAX MAP DESCRIPTION: 61-2 ((1)) 114A; 61-2 ((19)) 5B and 11A; 61-4 ((30)) 17. (Mason District)

Hcini Mohammad

Type or Print Name of Appellant or Agent

[Signature]

Signature of Appellant or Agent

3537 Moncure Ave Falls Church, VA 22041
Address

703-996-7823

Telephone No: Home

Work

Cell

Please type or print name, address, and phone number of contact person if different from above:

DO NOT WRITE IN THIS SPACE

Subdivision Name: _____

Total Area (Acres/Square Feet): _____

Present Zoning: _____

Supervisor District: _____

Date application received: _____

Application Fee Paid: \$ _____

Date application accepted: _____

8/2013

Dear Board of Appeals

Oct 22-2021

This Appeal is regarding the development on Moncure Avenue on behalf of the residents. The neighbors have come together to emphasize their concerns in this request/complaint. We are requesting a Appeal based on the advice of our counsel based on the following: We are attempting to reach out in good faith to work with Fairfax County, Board, Developer, and Developers Attorney to resolve these issues , Both parties promised to reach out ,none have yet to contact us, over 2 weeks we are still waiting to hear back. (all streets that will be affected by the 5000+ cars traffic flow from this 371 unit apartment complex). Some of these streets already have traffic flow issues with drivers cutting through from 395 and seminary so they already understand our issues .

First and foremost, the attorney and the neighbors are shocked that plans would be approved for a complex on a street that only has capability for 1 vehicle passthrough at a time in one directional flow. Vehicles wait on the side road for cars to pass, as two vehicles CANNOT pass through at the same time on this road.

1. The main reason this hearing should be continued is because of the storm water management issues that will affect the existing street flooding (1-3 inches) alongside residential flooding which is on the same side of the townhomes and apartments that are being developed. The developer's attorney (zoning, permitting, planning land use attorney) agreed that flooding would be an issue with the last home (3537 Moncure Ave) since there are roughly 80 townhomes in the rear. Directly on the homes left side, there is a large 3 level church and directly in front of 3537 Moncure Ave is a three-level daycare facility. These are all at a higher elevation compared to the home. The storm water management plans proposed by the developer does not factor in the fact that over 90% of the current green space would be asphalted over. This would cause a significant water run-off and which would increase the flooding down the street. None of these factors have been considered in the report and therefore we would like to work alongside the developer, the county and engineers to draft an updated storm water management report to include the water run-off from the 80 townhomes, two churches, and daycare facility.

(The outdated 2017 traffic study pattern had the original plans that were approved called for retail on ground floor with fewer units on top , current developer took retail off the table and added a bunch more crowded units and added a big park with out door seating and NO PARKING SPOTS, which the original rezoning had not approved for based on the outdated traffic pattern study from 2017. A new 2017 pattern study should have been done to take into account all the new units being added, the huge park (developer called it pocket park) it is much bigger than that, has out door seating, but no parking that also was not taken into account in the outdated 2017 traffic study. The neighborhood has drastically changed the past 6 years from when the 2017 report came out, more homes, more people have moved into this area.

2. We were recently contacted by Fairfax Planning Commissioner and the developer on Monday October 11th, 2021. During this meeting, **all questions directed towards Fairfax Planning Commissioner and the developer went unanswered.** In order to

answer our questions, the Commissioner needed to conduct research on her end and she preplanned a meeting as well as re-confirmed (the day before) that she would meet with the residents the following day, October 12th at 11:00am. This appointment was preplanned and on 10:43am (last minute cancellation) on October 12th, an email was sent to Mr. England and Sarah, cancelling the appointment. Mr. Oviedo and two other residents had taken off work in order to attend this meeting, they never received a cancellation email. The developer and his attorney confirmed in a last minute email dated October 12th that they and the Planning Commissioner needed more time in order to study, research our requests, and answer our questions as it was our first meeting and these were major issues they were unaware of on October 11th, including all the issues below. This hearing is being rushed and there was not sufficient time given for the commissioner and developer to address our **legal zoning issues**.

List of questions that went unanswered:

- Outdated 2017 traffic pattern study did not factor in the adverse factors affecting Moncure Ave that only has capability for 1 vehicle passthrough at a time in one directional flow. 2017 traffic pattern study did not factor in Vehicles wait on the side road for cars to pass, as two vehicles CANNOT pass through at the same time on this road from two directions.
- Outdated 2017 traffic pattern study did not factor in There are traffic overflow issues on Columbia Pike & making a left turn on Moncure Ave. Currently, the left lane on Columbia pike is only allowing 2 vehicles to turn left at one time. We are stumped as to how 500 vehicles from a 371 unit Apartment complex is able to turn left from Columbia Pike to Moncure Ave when there are only a 2 vehicle capacity on the left lane and in addition to rush hour traffic from 395 to Seminary-Baileys X Roads, Columbia Pike that would be impeded due to the left turn and there would be a continuous blockage and nightmare. There would be at minimum 15-20 cars per minute causing this area to be accident prone due to the lack of lane space cars lined up waiting for the 15 cars to turn left every minute from Columbia pike to moncure. At all times there would be one lane of Columbia Pike which would continuously be blocked due to the left turn. Again, there was no VDOT traffic study on this road.
- Outdated traffic study on Moncure Avenue did NOT include the 2 (3-level) churches, (3-level) daycare, convenience store (VA lottery and gambling games bringing more traffic). These landmarks are all crammed on the Moncure Avenue within a short distance. All 4 landmarks currently **have traffic control issues** at this moment. Currently, Crossroads Baptist Church on moncure ave has contracted 3 security officers with 3 black Suburban's that block traffic flow in order to redirect traffic due to the massive amount of individuals attending the service coming in from lacy blvd and Columbia Pike. The other Pentecostal Church on moncure ave also hires private security to manage traffic flow. Both churches provide full services Wednesdays, Saturdays and Sundays.
- The daycare has pickup/drop-off with only 3 available parking spots that are taken by employees. The daycare alone has 20-30 vehicles waiting in queue during the 1-hour morning rush and 1 hour evening rush. The daycare clients take parking from our street, as many of the parents do not wait in the queue but

instead park their car to enter the daycare facility for pick up. Fire lanes are always blocked during the pickup/drop off daily. With all the traffic, it is nearly impossible to have a fire vehicle enter.

- 20017 outdated Traffic Pattern Study did not consider the landmarks and the massive rush hour traffic on Seminary Road. Lacy Blvd Moncure Rte 7 & Columbia pike would be used as a cut through in order to beat traffic. An additional 500 cars from the apartment complex would bring traffic of at minimum 5000+ cars per day/with 1 car flow through Moncure Ave causing a bottle neck on Moncure Ave and surrounding streets.
- Developer is building a public park without any public parking. We currently already face parking issues due to the landmarks previously mentioned.
- Hours of operations of construction work, dumpster location and hours of Dumpster pickup
- New Traffic light proposal placement impeding traffic flow on 1 car flow street
- Signage for parking
- Speedbump for racing cars
- Lane Count for new traffic from 371-unit Apartment complex
- Emergency Vehicle Accessibility

* Currently there is a huge issue with flooding on Moncure Ave, the water management issue would address the apartments complex and not the additional water flow that would run down from all the green space taken away, even the developers zoning permit Attorney stated he could see how all this water run of from the top of the Moncure Ave/Columbia pike and the 80 town homes on the back, the huge church at the end of the street as well as the day care across the street that rain water flow will cause a pool to form. We already have a lot of development on this street already, we have 1-2 inches of water sitting on the street from our yard caused by rain fall.

Right now only one car can pass through Moncure at a time from one direction!!!!!!****

3. The current developer is working closely with two homeowners (whose 2 homes are the **only homes remaining on Moncure Ave**) that are nearest to the 371 Apartment 1 & 2- bedroom complex to buy them out to address their traffic concerns and to add more townhouses to the 3 townhouses already proposed on moncure. We would like **negotiations to be completed** prior to any approval from the board.

4. It has come to our attention that **the traffic study which was performed on Moncure Avenue did not take into consideration the 4 surrounding landmarks** into the study. Therefore, we are asking to conduct another traffic study to include the 2 churches, daycare facility, and convenience store located in close proximity of the vicinity that is being discussed. These landmarks severely impact traffic control, traffic management and the safety of our community.

4. **Parking & Traffic control**- as there are two churches, a convenience store, and a 3 level newly built daycare in close proximity. To further elaborate please see below:

- **7/11 Convenience store** brings in 75 to 100 customers per hour during work hours 7am to 7pm./ the 500+ cars a day waiting at the traffic light from the complex alone and other traffic from other streets (700 cars) will block the traffic of cars trying to exit from this convenience store. This alone will cause traffic obstruction and difficulty for our home and make it very unsafe for the convenience store customers to make a left turn with incoming fast approaching vehicles turning onto Moncure Ave from Columbia pike, this will make it very difficult for the convenience store customer to turn left onto Moncure because of the cars already blocking the lane on Moncure waiting for the light to turn green, it might be better to turn Moncure Ave into a 4 lane streetto handle all this capacity including street parking.
- The **three-level daycare facility** currently has a capacity of 100 individuals and only has 3 parking spots available. (This means that they already use our street parking currently) everyday 15-20 cars are backed up on Moncure Ave morning and evening for pick up and drop off. This also will cause traffic obstruction. There are also 2 public school bus routes that stop on Moncure Ave.
- **2 churches** in which both have active services at least three times per week till 12am with a capacity of 750 individuals combined.
- Guests, visitors, and tenant parking in the apartments are a huge concern as there is no way to penalize these individuals if and when they do park on the street including subletting tenants.
- No visible right turn due to the apartment complex blocking off the view (danger to pedestrians and those driving) , as mentioned by the Fairfax county board member, the complex would be too close to Columbia pike, would need a larger setback for pedestrian safety and for sight distance requirements for corner lots per Fairfax county code. We propose a wider setback for this apartment's complex from Columbia pike for pedestrian and driver safety to be able to make safe right turns.

5. **75% of the apartment complex merges into our residential street.** The 24/7 traffic for a 370 unit apt complex would make unnecessary noise including the huge outdoor parking garage. We thought living so far away down the street from Columbia pike we would never have to worry about a residential /huge commercial building coming so close to our property and having to live with 3 McMansion townhomes.

6. **Noise control** due to the vast number of 500+ individuals residing at the apartment complex, including guests, pets, visitors, and tenants

7. **New traffic lights:** this seems like a great idea to manage traffic, however in this specific instance, it would not. The traffic lights would delay the current traffic flow, in addition to the new traffic flow being added. Every minute at least 5-6 cars would need to stop at that traffic light just from the apartments complex alone and cars would be backed up. Longer timed lights and longer waits will cause significant back up. The traffic of additional cars coming from the busy convenience store, townhomes on Ellery circle and other traffic from the other streets (Lacy Blvd, Courtland, Hoffman's Ln, Ellery Circle all 3 of these streets are dead ends and ours would cause a huge back up to our home, blocking our driveway.

8. Moncure Ave is **not a wide street** especially with cars parked on both side, this new apartments complex has very small streets inside the complex, would not allow fire trucks /ambulances to be able to make u turns or wide turns, they would have to drive down the end of Moncure Ave to make a U-turn, but the width will also not allow them at the end of the Moncure street also, this will be a major concern for us.

9. We **seriously need parking on Moncure Ave**, the 3 level town homes will take much needed street parking away with their driveways, and if they are 4–5-bedroom town homes they will have at least 4-5 cars and only 1-2 parking spots in the garage.

10. The **public park will have no public parking** but will be a public park; this will also take badly needed street parking away from us for the public coming to enjoy this new beautiful park with outdoor games included and seating.

11. We already have **major flooding during rain storms**, water coming down from Columbia pike and northern part of Moncure Ave, our lawn and street are flooded to the point there is 2-3 inches of standing water on the street and our lawn, including runoff from those new townhomes behind us, our water sewer line drain holes, water basins would need to be increased to handle all this run off, especially with about 95% of the current green area being asphalted over with your apartments, our basement sump pump does not stop pumping water out and would not be able to handle this extra water flow specially during construction for 3-4 years. None of flood control for our homes has been considered, we already have flooding issues, and this will cause more flooding for us. Water management for the apartments will not help water runoff affecting us. There needs to be an engineering study and environmental impact statements when so much green area will be developed.

12. The vacant land on Moncure Ave had a single-family home, before it was demolished, we did not expect that a zoned single family home lot would be used to build 3 townhouses right beside our single-family home to take away from the ascetics and design of the single family homes on Moncure and now with the addition of a 370 unit apartment complex. We do not think this is the best use of this lot, we feel a single-family home would be best for this lot and would fit much better into this neighborhood, there is too much being crammed into such a small area.

13. Now Moncure Ave will have majority townhouses on one side alone and more townhomes in the back on Ellery circle, and between the new townhouses and the older town houses in the back side is **two older homes in between them**, (3535 Moncure) (3537 Moncure) which makes no sense to have a design/permit. It will turn Moncure Ave into a different street then what Fairfax County had in mind with urban design plans. We would recommend for your company to double check their design/permits for something more conforming to the neighborhood's landscape. We **encourage development that would make sense**, even making smaller garden style apartments or building single family homes on these lots to make less street traffic.

14. One of the board members also had an issue with the set back of Columbia Pike and the way to resolve this is by pushing the complex further away from Columbia pike setback, **bull dozing the 2 homes left on the Moncure street**, (3535 Moncure) (3537 Moncure) using that additional

land by adding more pipes for water run off building the parking for the public park and moving the townhomes farther away with more parking for the other neighbors, townhomes and apartments visitors.

15. **3-4 years of construction** to implement the project; Construction would cause uncontrollable noise including drilling, jackhammers and backhoes all day for the next few years.

16. Lighting from your building, including, the outdoor park being open 24/7 for smoking and sitting arrangements and outdoor games would cause noise also the complex a/c unit and cars driving into the 4-level garage will also make **unnecessary noise** with cars shutting doors and alarms going off all hours of the night.

17. The current tenant, power dominion, closes at 3-4pm, and only uses that site for storage, once this 370-unit apartment is built the noise of over 500 cars coming and going 24/7 will cause a huge change in our already congested street, and the neighborhood landscape with the **large amount of traffic** that we have at the moment already. Our street will seem like a public highway with over 900-1000 cars using the street and traffic light, we also purpose a VDOT traffic study for the number of cars traveling and well travel down Moncure Ave with your new complex. We believe a 370-unit apartment complex would have at least 500+ cars as there are no metro close by.

In conclusion, we are looking to for a new traffic updated traffic study pattern, engineering reports about the new water management from the apartments and reports about the homes further down moncure that some homes are over 100 years old. They have concerns with digging only 10 feet from their 100 year old foundation/ jack hammering drilling so close to the property line and other major adverse issues above. Thank you to the board for your time, and consideration.

Regards,

INFORMATION - 1

Presentation of the Fiscal Year (FY) 2021 Annual Comprehensive Financial Report (ACFR) and Popular Annual Financial Report (PAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for FY 2021 have been audited by Cherry Bekaert LLP, and Cherry Bekaert's opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's ACFR. A representative from Cherry Bekaert is participating in the meeting.

In addition to meeting the requirements of the Code, the audit was designed to meet federal regulations as outlined in Title 2 of the Code of Federal Regulation, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Known as the Single Audit, this is a special type of compliance audit applicable to federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. Cherry Bekaert's report related specifically to this audit activity is provided as a separate report and is included as part of the Board of Supervisors Reports document.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses.

The ACFR presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The FY 2020 annual financial report for the County was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA, for the 43rd time.

An email transmitting links to the comprehensive package was sent to each member of the Board of Supervisors prior to this meeting. The package included:

Board Agenda Item
December 7, 2021

- The FY 2021 Annual Comprehensive Financial Report;
- Cherry Bekaert's required communications document titled Fairfax County Board of Supervisors Reports;
- A memorandum from the Department of Finance summarizing any audit findings and management's responses; and,
- The FY 2021 Popular Annual Financial Report (PAFR).

In compliance with the Code, a copy of the FY 2021 ACFR is being provided to the Clerk for the Board of Supervisors where it shall remain open to public inspection. The ACFR will be made available for public use on Fairfax County's web site at: <https://www.fairfaxcounty.gov/finance/financialreporting/annualcomprehensivefinancialreport>.

As indicated, the package also included a link to the FY 2021 PAFR. To meet the varied needs of our citizens, legislative and oversight bodies, financial managers, investors and others, the ACFR presents a large and complex volume of financial information presented at an extremely detailed level. Conversely, the PAFR is designed to offer those with a general interest in the County's financial activities a less detailed glimpse at selected data from the ACFR, presented in a highly readable format. The PAFR will be made available for public use on Fairfax County's web site at: <https://www.fairfaxcounty.gov/finance/financialreporting/popularannualfinancialreport>.

The GFOA PAFR award program annually recognizes high quality reports that meet the GFOA's criteria for reader appeal, understandability, dissemination and other related requirements. We were extremely pleased to have received the award for Popular Annual Financial Reporting for the FY 2020 PAFR. First produced in FY 2017, this is the 4th consecutive year the award has been received. The FY 2021 report will be submitted to the GFOA for peer review and award consideration.

ENCLOSED DOCUMENTS:

None. An email transmitting links to the comprehensive package was sent to each member of the Board of Supervisors prior to this meeting. The package included:

- The FY 2021 Annual Comprehensive Financial Report;
- Cherry Bekaert's required communications document titled Fairfax County Board of Supervisors Reports;
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In compliance with the Code, a copy of the FY 2021 ACFR is being provided to the Clerk for the Board of Supervisors where it shall remain open to public inspection. The ACFR will also be made available for public use on Fairfax County's web site at: <https://www.fairfaxcounty.gov/finance/financialreporting/annualcomprehensivefinancialreport>.

The PAFR will also be made available for public use on Fairfax County's web site at: <https://www.fairfaxcounty.gov/finance/financialreporting/popularannualfinancialreport>.

STAFF:

Christina C. Jackson, Chief Financial Officer
Christopher J. Pietsch, Director, Department of Finance
Tanya D. Burrell, Deputy Director, Department of Finance
Richard M. Modie, Jr., Chief, Financial Reporting Division, Department of Finance

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. *JBG Tysons Hotel LLC v. Board of Supervisors of Fairfax County, Virginia*, Case Nos. CL-2019-0017690, CL-2020-0020862 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 2. *Federal Realty Partners LP v. Fairfax County of Virginia, et al.*, Case No. CL-2020-0020522 (Fx. Co. Cir. Ct.) (Lee District)
 - 3. *Lamonta Gladney v. Tyler Tyan Timberlake*, Case No. 1:21-cv-287 (E.D. Va.)
 - 4. *Jane Doe v. Fairfax Police Officer #1; Fairfax Police Officer #2*, Case No. 1:21-cv-1150 (E.D. Va.)
 - 5. *Christopher Alipui v. Detective Brian Byerson, Detective Brendan Miller, MPO Jesse Thornton, PFC Daniel Custer, Lt. Charles Riddle, and Detective Debbie Manes*, Case No. 1:14-cv-103 (E.D. Va.)
 - 6. *Dedric Lattimore v. Officer M. DeAvies*, Case No. 1:21-cv-1165 (E.D. Va.)
 - 7. *Tamela Monique Tibbs v. Fairfax County Department of Family Services*; Record No. 0288-21-4 (Va. Ct. App.)
 - 8. *Marathon Resource Management Group LLC v. Fairfax County Department of Housing and Community Development*, CL-2021-0011957 (Fx. Co. Cir. Ct.)
 - 9. *Great Falls Crossing Community Association, Inc. v. Alan Mandelblat, Board of Supervisors of Fairfax County, Fairfax County Department of Housing and Community Development, Capital One Bank, Great Seneca Financial Corporation, Unifund CCR Partners, Fairfax Oral and Maxillofacial Surgery, PC, and Cavalry Investments, LLC*, Case No. CL-2021-0004351 (Fx. Co. Cir. Ct.) (Hunter Mill District)

10. *K2NC LLC v. Board of Supervisors of Fairfax County, Virginia; Exception Review Committee, Chris Koerner, Amy Gould, Anne S. Kanter, James C. Chesley, Edward W. Monroe, Jr., Ken Lanfear, Elizabeth Martin, Sue Kovach Shuman, Monica Billger, and David W. Schnare*, Case No. CL-2019-0006521 (Fx. Co. Cir. Ct.) (Braddock District)
11. *Mario Corado v. William Fisher*, Case No. GV21-014229-00 (Fx. Co. Gen. Dist. Ct.); *Alma Duran v. William Fisher*, Case No. GV21-014230-00 (Fx. Co. Gen. Dist. Ct.)
12. *Qadeer Manj v. Thomas Mey*, Case No. GV21-012087 (Prince William Co. Gen. Dist. Ct.)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kiet Tuan Nguyen and Jenny Nguyen*, Case No. CL-2021-0003648 (Fx. Co. Cir. Ct.) (Braddock District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Masoud Hashemi*, Case No. GV21-7672 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Jong Hun An*, Case No. GV21-15859 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Judy K. Chisholm*, Case No. GV21-15855 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Moon S. Park*, Case No. GV21-15858 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Huong Tran and Ninh Pham Tran*, Case No. GV21-15854 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v Hardev S. Aulakh and Kunti Aulakh*, Case No. GV21-16563 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
20. *Jay Riat, Building Official for Fairfax County, Virginia v Charles V. Duran*, Case No. GV21-16790 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
21. *Jay Riat, Building Official for Fairfax County, Virginia v Sung J. Kim*, Case No. GV21-17201 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v Hadrian Management Limited Liability Company*, Case No. GV21-17487 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v E & R Contractors, LLC*, Case No. GV21-17432 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v Tyrone A. Steigleman, Sr., Case No. GV21-17936 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
25. *Jay Riat, Building Official for Fairfax County, Virginia v Huu D. Tran and Nhanh T. Le, Case No. GV21-18299 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Joann H. Perry, Trustee of the Perry Family Trust Dated May 28, 2019, Case No. GV21-16566 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
27. *Jay Riat, Building Official for Fairfax County, Virginia v. Scott Perry, Trustee of the Perry Family Trust Dated May 28, 2019, Case No. GV21-16565 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
28. *Jay Riat, Building Official for Fairfax County, Virginia v. U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, Case No. GV21-17240 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. AKA Development, LLC, Case No. GV21-17911 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
30. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. 300 Beverly Road, LLC, Case No. CL-2021-0005289 (Fx. Co. Cir. Ct.) (Hunter Mill District)*
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Corsica Realty Group, LLC, Case No. CL-2021-0012483 (Fx. Co. Cir. Ct.) (Hunter Mill District)*
32. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Juan Hernandez and Thelma H. Ayala, Case No. GV21-009580 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
33. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Debra A. Padgett and Darcy A. Shepherd, Case No. GV21-9581 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
34. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Lloyd Chaisson, Case No. GV21-15880 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
35. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Alwadi LLC, Case No. CL-2019-0017284 (Fx. Co. Cir. Ct.) (Lee District)*
36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandra C. Urrutia, Case No. CL-2021-0013511 (Fx. Co. Cir. Ct.) (Lee District)*

37. *Jay Riat, Building Official for Fairfax County, Virginia v. Muwaffaq Alradaideh and Samar K. Odeh*, Case No. GV21-17978 (Fx. Co. Gen. Dist. Ct.) (Lee District)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. Wilfredo S. Morales*, Case No. GV21-17526 (Fx. Co. Gen. Dist. Ct.) (Lee District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. New Life Investments LLC*, Case No. GV21-17486 (Fx. Co. Gen. Dist. Ct.) (Lee District)
40. *Jay Riat, Building Official for Fairfax County, Virginia v. Sebastian Hernandez*, Case No. GV21-17977 (Fx. Co. Gen. Dist. Ct.) (Lee District)
41. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Chao Qui Wu, Cui May Nie and Crespo Construction, LLC*, Case No. GV21-17982 (Fx. Co. Gen. Dist. Ct.) (Lee District)
42. *Jay Riat, Building Official for Fairfax County, Virginia v. Springfield Mart LP, and Akmals Kitchen, Inc.*, Case No. GV21-15979 (Fx. Co. Gen. Dist. Ct.) (Lee District)
43. *Jay Riat, Building Official for Fairfax County, Virginia v. Juan Luis Alfaro and Lorena I. Blanco*, Case No. GV21-18017 (Fx. Co. Gen. Dist. Ct.) (Lee District)
44. *Jay Riat, Building Official for Fairfax County, Virginia v. NV Flagging LLC*, Case No. GV21-18019 (Fx. Co. Gen. Dist. Ct.) (Lee District)
45. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Alma Yanira Benavides, William Alexi Bonilla and Miguel A. Benavides*, Case No. CL-2021-0010339 (Fx. Co. Cir. Ct.) (Mason District)
46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George M. Yaworsky and Senia M. Yaworsky*, Case No. CL-2018-0014854 (Fx. Co. Cir. Ct.) (Mason District)
47. *Jay Riat, Building Official for Fairfax County, Virginia v. Vivian Villaroel*, Case No. GV21-1582 (Fx. Co. Gen. Dist. Ct.) (Mason District)
48. *Jay Riat, Building Official for Fairfax County, Virginia v. Frances F. Kelly*, Case No. GV21-16016 (Fx. Co. Gen. Dist. Ct.) (Mason District)
49. *Jay Riat, Building Official for Fairfax County, Virginia v. Jorge Andia*, Case No. GV21-17504 (Fx. Co. Gen. Dist. Ct.) (Mason District)

50. *Jay Riat, Building Official for Fairfax County, Virginia v. Neyba Karla Pena*, Case No. GV21-17525 (Fx. Co. Gen. Dist. Ct.) (Mason District)
51. *Jay Riat, Building Official for Fairfax County, Virginia v. Nicholas LRT2 LLC*, Case No. GV21-18322 (Fx. Co. Gen. Dist. Ct.) (Mason District)
52. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Douglas 2817 LLC*, Case No. CL-2021-0009574 (Fx. Co. Cir. Ct.) (Mount Vernon District)
53. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard Albin Cauthers, Jr.*, Case No. CL-2012-0014798 (Fx. Co. Cir. Ct.) (Mount Vernon District)
54. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. N. Rose Atwood*, Case No. CL-2021-0015483 (Fx. Co. Cir. Ct.) (Mount Vernon District)
55. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Kara Investment LLC*, Case No. CL-2021-0015482 (Fx. Co. Cir. Ct.) (Mount Vernon District)
56. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Cameron Enterprise Associates, LLC*, Case No. CL-2019-0012576 (Fx. Co. Cir. Ct.) (Mount Vernon District)
57. *Leslie B. Johnson, Fairfax County Zoning Administrator v. LZ Rentals LLC*, Case No. CL-2021-0012482 (Fx. Co. Cir. Ct.) (Providence District)
58. *Jay Riat, Building Official for Fairfax County, Virginia v. Good Spradlin Joint Venture No. 1 and Like New Automotive LLC*, Case No. GV21-15845 (Fx. Co. Gen. Dist. Ct.) (Providence District)
59. *Jay Riat, Building Official for Fairfax County, Virginia v. Hao Ngoc Nguyen and Anna Thi Nguyen*, Case No. GV21-15881 (Fx. Co. Gen. Dist. Ct.) (Providence District)
60. *Jay Riat, Building Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. GV21-16019 (Fx. Co. Gen. Dist. Ct.) (Providence District)
61. *Jay Riat, Building Official for Fairfax County, Virginia v LZ Rentals LLC*, Case No. GV21-18300 (Fx. Co. Gen. Dist. Ct.) (Providence District)
62. *Jay Riat, Building Official for Fairfax County, Virginia v. Dominick J. Pisciotta and Margaret T. Pisciotta*, Case No. GV21-16022 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

63. *Jay Riat, Building Official for Fairfax County, Virginia v. Andrea P. Ortuno and Herlan O. Ortuno*, Case No. GV21-15885 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
64. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Beatrice C. Garcia*, Case No. GV21-16564 (Fx. Co. Gen. Dist. Ct.) (Sully District)
65. *Jay Riat, Building Official for Fairfax County, Virginia v. Hang T. Le, a/k/a Kim Ngoc Le*, Case No. GV21-17937 (Fx. Co. Gen. Dist. Ct.) (Sully District)
66. *Jay Riat, Building Official for Fairfax County, Virginia v. My Nhu T. Nguyen*, Case No. GV21-17841 (Fx. Co. Gen. Dist. Ct.) (Sully District)
67. *Jay Riat, Building Official for Fairfax County, Virginia v. Margaret Sommar and Michael J. Harding*, Case No. GV21-17973 (Fx. Co. Gen. Dist. Ct.) (Sully District)
68. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mai H. Quach and Bachung T. Tran*, Case No. GV21-17974 (Fx. Co. Gen. Dist. Ct.) (Town of Vienna)
69. *Board of Supervisors of Fairfax County v. NVR Inc., d/b/a Ryan Homes-Blackburn*, Case No. GV21-15973 (Fx. Co. Gen. Dist. Ct.)
70. *Board of Supervisors of Fairfax County v. CalAtlantic Mortgage, Inc., d/b/a Lennar*, Case No. GV21-15792 (Fx. Co. Gen. Dist. Ct.)

Board Agenda Item
December 7, 2021

3:30 p.m.

Decision Only on Adoption of Amendments to Fairfax County Code Chapter 7, Article 2, to Redistrict and Reapportion the Election Districts of the Board of Supervisors

ISSUE:

Decision only on adoption of an ordinance amending Fairfax County Code Chapter 7, Article 2, to redistrict and reapportion the County's election districts. The United States and Virginia Constitutions, as well as state statute, require local governing bodies that are elected by district to consider redrawing their election districts after each decennial census to maintain proportional representation.

RECOMMENDATION:

The County Executive recommends that the Board adopt an ordinance amending Fairfax County Code Chapter 7, Article 2, to redistrict and reapportion the County's election districts.

TIMING:

On November 9, 2021, the Board authorized staff to advertise the Board's intention to adopt an ordinance on December 7, 2021, to amend Fairfax County Code Chapter 7, Article 2, thereby redistricting and reapportioning the County's election districts. Advertisements giving notice of the Board's intentions were published twice in English-, Spanish-, Vietnamese-, and Korean-language publications, and the Office of Public Affairs has publicized the planned decision through numerous outlets.

BACKGROUND:

On April 1, 2020, the United States Bureau of the Census conducted the decennial census in accordance with federal law. The 2020 census was complicated by delays which the Census Bureau attributed to a variety of factors including the COVID-19 pandemic. As a result, the census data was not provided to the Commonwealth until August 12, 2021. After the Commonwealth received the census data, state law required the Division of Legislative Services to adjust the data to reallocate persons incarcerated in federal, state, and local correctional facilities. The law requires the Board to use the adjusted data for local redistricting. On September 1, 2021, the County received the final adjusted data the Board must use for redistricting.

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The adjusted census data shows that the County's population rose from 1,081,726 in 2010 to 1,150,865 in 2020, a growth of 69,139 persons over the decade. More importantly for purposes of redistricting, the County population growth was uneven geographically. Immediately after the 2010 County reapportionment, the populations of the nine election districts ranged from a low of 109,326 persons (Mason) to a high of 127,501 persons (Mount Vernon). The 2020 Census reported that the populations of the nine election districts ranged from a low of 119,416 (Mason) to a high of 139,268 (Providence).

The Board has worked steadily on its 2021 redistricting since September 2020, when it first considered the matter in its Legislative Committee. The Board undertook its first formal action on February 23, 2021. At its regularly scheduled meeting on that date, the Board adopted a resolution establishing criteria and policies for redistricting and encouraging members of the public to submit redistricting plans for the Board's consideration. The Board established the 2021 Redistricting Advisory Committee, which was charged with developing redistricting alternatives for the Board's consideration. The Board also directed the creation of a public portal on the County's website that included all the tools and information necessary for members of the public to create and submit proposed redistricting plans for consideration by the Committee and the Board. On June 8, 2021, the Board adopted a redistricting schedule based on reports of when the County would receive the census data. The schedule provided for several months of active public engagement, including a public hearing, and for Board adoption of a redistricting ordinance at its last scheduled meeting in 2021. On June 22, 2021, the Board appointed 20 members to the Committee, representing all nine County election districts as well as several of the County's diverse demographic groups and organizations. As a result of additional delays in receiving and processing the census data, the Board adopted a revised redistricting schedule on September 14, 2021, extending the time during which the general public could submit plans through the County's website and the time during which the Committee could review those plans and develop its own plans for Board consideration. Altogether, the public outreach and engagement resulted in the submission of 64 redistricting plans for the Board's consideration.

All 64 of these plans have been available to the Board and the public at <https://www.fairfaxcounty.gov/redistricting> since October 13, 2021. An interactive web application provides access to each plan's map and demographic data. This includes bar graphs displaying total population and percentages by race and ethnicity of each proposed district within a plan; gauges revealing the deviation of the plan from the target population; statistics on disruption of each plan, including the number of precincts and people reassigned per the plan; and a link to the questionnaire completed by the plan submitter. The 64 plans also have been assembled into a report from the

Committee to the Board of Supervisors. The report is also available at <https://www.fairfaxcounty.gov/redistricting>.

Twenty-four of the 64 plans were proposed by the members of the Committee. Their plans include 13 nine-district plans, 10 ten-district plans, and one eleven-district plan. The Committee met in July, August, September, and October 2021. Among the meetings was a public hearing in August. Additionally, members of the public submitted a wealth of written comments to the Committee and attended, spoke at, and presented their own maps at other Committee meetings. The members of the Committee developed, discussed, revised, and withdrew numerous redistricting alternatives, culminating in the 24 plans designated as “RAC” plans on the linked webpage.

The remaining 40 plans were proposed by members of the public, including 19 nine-district plans, 15 ten-district plans, and six eleven-district plans. The 40 public submissions represent a hefty increase from the number of public plans submitted through the public portal in the last redistricting. In 2011, members of the public submitted three plans. All 40 plans submitted through the portal were available to the Committee for its consideration. The plans submitted through the portal are designated as “PUB” plans on the linked webpage.

The Board held a public hearing on the proposed redistricting plans on November 9, 2021. Fourteen speakers testified. Advance notice of the public hearing had been published twice in English-, Spanish-, Vietnamese-, and Korean-language newspapers. Additionally, the Office of Public Affairs conducted outreach leading up to the public hearing to inform residents about the hearing, seek their input on proposed redistricting plans, and encourage them to testify at the hearing. This included providing information in seven languages besides English; promoting the hearing multiple times on the County’s social media accounts; conducting outreach to the news media; producing a video public service announcement that aired on Channel 16; providing information and materials for Committee members to post on their organization’s websites and social media accounts; offering information to Board offices to use in their communications with constituents; distributing paper copies of the plans to public libraries; and partnering with County agencies to conduct outreach to hard-to-reach populations.

After all speakers had been heard on November 9, 2021, the Board closed the public hearing but left the record open so that the Board could continue to receive and consider written comments until the final decision is made. The Board then scheduled its final decision for December 7, 2021, and authorized staff to publish an advertisement that notifies the public of the Board’s intention to adopt a redistricting ordinance on December 7, 2021. The advertisement notified the public that the Board may adopt any of the proposed plans, in whole or in part; the Board may propose and adopt changes to any of the currently proposed plans; and that every voting precinct in the County is

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potentially affected by being moved into another election district either in whole or in part. Like the advertisements for the public hearing, notice of the Board's intention to adopt an ordinance on December 7, 2021, to effect the redistricting was published twice in English-, Spanish-, Vietnamese-, and Korean-language newspapers. The Office of Public Affairs also continued its outreach campaign to provide maximum notice to the public of the Board's intention to adopt an ordinance on December 7, 2021.

Draft ordinances enacting each of the 64 proposed plans are available at <https://www.fairfaxcounty.gov/redistricting> and in hard copy in the Office of the Clerk for the Board of Supervisors.

After the Board adopts the ordinance, the County Attorney will file a request for a certification of no objection from the Virginia Attorney General in accordance with Virginia Code § 24.2-129(D).

On November 9, 2021, the Board voted to renew and extend the charter of the Redistricting Advisory Committee until March 1, 2022, to evaluate the names of the County's election districts. The Committee was directed to report back to the Board after March 1, 2022. Accordingly, although many of the proposed redistricting alternatives propose new name for districts, staff recommends that the Board retain the current names of all existing districts in the ordinance adopted on December 7, 2021.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

The following documents are available online at: <https://www.fairfaxcounty.gov/redistricting>

Attachment A – Redistricting plans proposed by the 2021 Redistricting Advisory Committee and the public

Attachment B – Report of the 2021 Redistricting Advisory Committee to the Board of Supervisors

Attachment C – Ordinances to enact each of the 64 proposed redistricting plans.

STAFF:

Christina Jackson, Chief Financial Officer

Claudia Arko, Legislative Director, Office of the County Executive

Karla Bruce, Chief Equity Officer, Office of the County Executive

Jill G. Cooper, Clerk for the Board of Supervisors

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Sara Girello, Department of Clerk Services
Fatima Khaja, Director, Economic, Demographic and Statistical Research,
Department of Management and Budget
Greg Scott, Director, Department of Information Technology (DIT)
Nate Wentland, DIT
Mike Liddle, GIS Program Director, DIT
Sandy Woiak, GIS, DIT
Tony Castrilli, Director, Office of Public Affairs (OPA)
Brian Worthy, OPA
Rebecca L. Makely, Director, Consumer Services Division, Department of Cable and
Consumer Services
Scott O. Konopasek, General Registrar, Office of Elections
Ravi Udeshi, Office of Elections

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney
Erin C. Ward, Deputy County Attorney
Martin Desjardins, Assistant County Attorney

Board Agenda Item
December 7, 2021

3:30 p.m.

Public Hearing on AR 87-S-003-04 (Cox-Richard Family Farm, LLLP and Aaron Cox-Leow and Maria Cox-Leow) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 114.05 Acres of Land Zoned R-C and WS (Sully District)

This property is located at 15621 and 15623 Braddock Rd., Centreville, 20120. Tax Map 43-1 ((1)) 13Z, 17Z, 18 Z1, 18 Z2, 18Z3, 18 Z4 and 19Z.

PLANNING COMMISSION RECOMMENDATION:

On November 17, 2021, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of AR 87-S-003-04 to amend Appendix F of the Fairfax County Code to renew the Cox Local Agricultural and Forestal District, subject to proposed ordinance provisions dated November 3, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Leanna O'Donnell, Director, Planning Division, Department of Planning and Development (DPD)

Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD

Board Agenda Item
December 7, 2021

3:30 p.m.

Public Hearing on RZ 2020-MV-017 (Christopher Land, LLC) to Rezone from R-2 to PDH-5 to Permit Residential Development with an Overall Density of 4.21 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 1.9 Acres of Land (Mount Vernon District)

This property is located on the N. side of Silverbrook Rd., E. of Southrun Rd. Tax Map 98-3 ((1)) 3.

PLANNING COMMISSION RECOMMENDATION:

On October 20, 2021, the Planning Commission voted 10-0 (Commissioner Clarke was absent from the meeting and Commissioner Spain was not present for the vote) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2020-MV-017 and its associated Conceptual Development Plan, subject to the execution of proffered conditions consistent with those dated September 9, 2021;
- Modification of Par. 1 of Sect. 6-107 of the Zoning Ordinance which requires a minimum district size of two acres; and
- Waiver of the interparcel access requirement per Par. 3B of Sect. 17-201 of the Zoning Ordinance.

In a related action, the Planning Commission voted 10-0 (Commissioner Clarke was absent from the meeting and Commissioner Spain was not present for the vote) to approve FDP 2020-MV-017, subject to the development conditions dated September 21, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

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STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD

Board Agenda Item
December 7, 2021

3:30 p.m.

Public Hearing on PCA 2004-PR-044-03 (Tysons Corner Holdings LLC, Tysons Corner Property Holdings LLC) to Amend the Proffers for RZ 2004-PR-044, Approved for Retail Mixed-Use, to Add Vehicle Sales, Rental, and Service as a Permitted Use and Associated Modifications to Proffers with an Overall Floor Area Ratio of 1.76, Located on Approximately 77.63 Acres of Land Zoned PDC, HC, and SC (Providence District)

This property is located E. of International Dr., S. of Chain Bridge Rd., N. of Leesburg Pike and W. of the Capital Beltway. Tax Map 29-4 ((1)) 35A, 35C, 35D, 35E and 35F; 39-2 ((1)) 2, 4 and 5.

PLANNING COMMISSION RECOMMENDATION:

On November 17, 2021, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of PCA 2004-PR-044-02, subject to the execution of proffered conditions consistent with those dated October 27, 2021.

In a related action, the Planning Commission voted 12-0 to approve FDPA 2004-PR-044-02, subject to the proposed development conditions dated November 15, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Joseph Onyebuchi, Planner, DPD

Board Agenda Item
December 7, 2021

3:30 p.m.

Public Hearing on RZ 2018-MV-005 (IDI Huntington, L.C.) to Rezone from R-20 to PRM to Permit Mixed Use Development with an Overall Floor Area Ratio of 3.21, Located on Approximately 19.01 Acres of Land (Mount Vernon District)

This property is located on the S. side of Huntington Ave., N. side of North Kings Hwy., E. of Kathryn St. and W. side of Huntington Metro Station. Tax Map 83-1 ((23)) Units 1-364.

PLANNING COMMISSION RECOMMENDATION:

On November 17, 2021, the Planning Commission voted 11-0 (Commissioner Spain was not present for the vote) to defer the decision only on this application to December 1, 2021. The Planning Commission's recommendation will be forwarded upon decision.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)

Cathy Lewis, Branch Chief, ZED, DPD

Board Agenda Item
December 7, 2021

4:00 p.m.

Public Hearing to Convey Board-Owned Property on Quander Road to the Fairfax County Park Authority (Mount Vernon District)

ISSUE:

Public hearing regarding the conveyance of the Board-owned property located at 6318 Quander Road and the adjacent Fairchild parcel to the Fairfax County Park Authority (Park Authority).

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to convey Board-owned property located at 6318 Quander Road and the adjacent Fairchild parcel to the Park Authority.

TIMING:

On November 9, 2021, the Board authorized the advertisement of a public hearing to convey a Board-owned parcel located at 6318 Quander Road and the adjacent Fairchild parcel to the Park Authority.

BACKGROUND:

The Board is the owner of two parcels totaling approximately 10.6 acres located south of Richmond Highway and north of the Quander Road School. The property identified as Tax Map No. 0833 01 0024 is an 8.3-acre property that was dedicated to the Board for park purposes by Elizabeth Fairchild in 2009 (Fairchild Property). The second parcel identified as Tax Map No. 0833 01 0026F1, with a street address of 6318 Quander Road, consists of 2.3 acres that was acquired in 2017 to provide access between the Fairchild Property and Quander Road (Quander Property). Significant portions of both parcels (the Properties) are within a Resource Protection Area in the Little Hunting Creek watershed and have been subject to a recent stream restoration initiative.

Beginning in 2018, the Department of Public Works began a \$2.8 million natural stream design project with the goal of reducing streambank erosion and protecting existing infrastructure such as sanitary sewer lines and trails. Approximately 1,200 square feet of stormwater outfalls in two stream channels on the Properties have been restored with reinforced banks and new plantings. Concurrent with the conveyance of the Properties to the Park Authority, a conservation easement will be placed over portions of the

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Properties to preserve undisturbed natural features as well as secure water quality benefits. The conservation easement will allow for natural trails and open areas where interpretative signs can be installed that discuss the ownership of the parcel by the Quander family, believed to be one of the oldest families of African descent in the United States.

Staff recommends that the conveyance of the Properties to the Park Authority be subject to the condition that the Properties must be used for public park purposes. The Park Authority will include the Properties in its inventory and maintain the Properties in accordance with the adopted Park Authority Maintenance Standards. Any initiatives to change the existing park uses and facilities at the Properties will be guided by the Park Authority's master planning process.

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

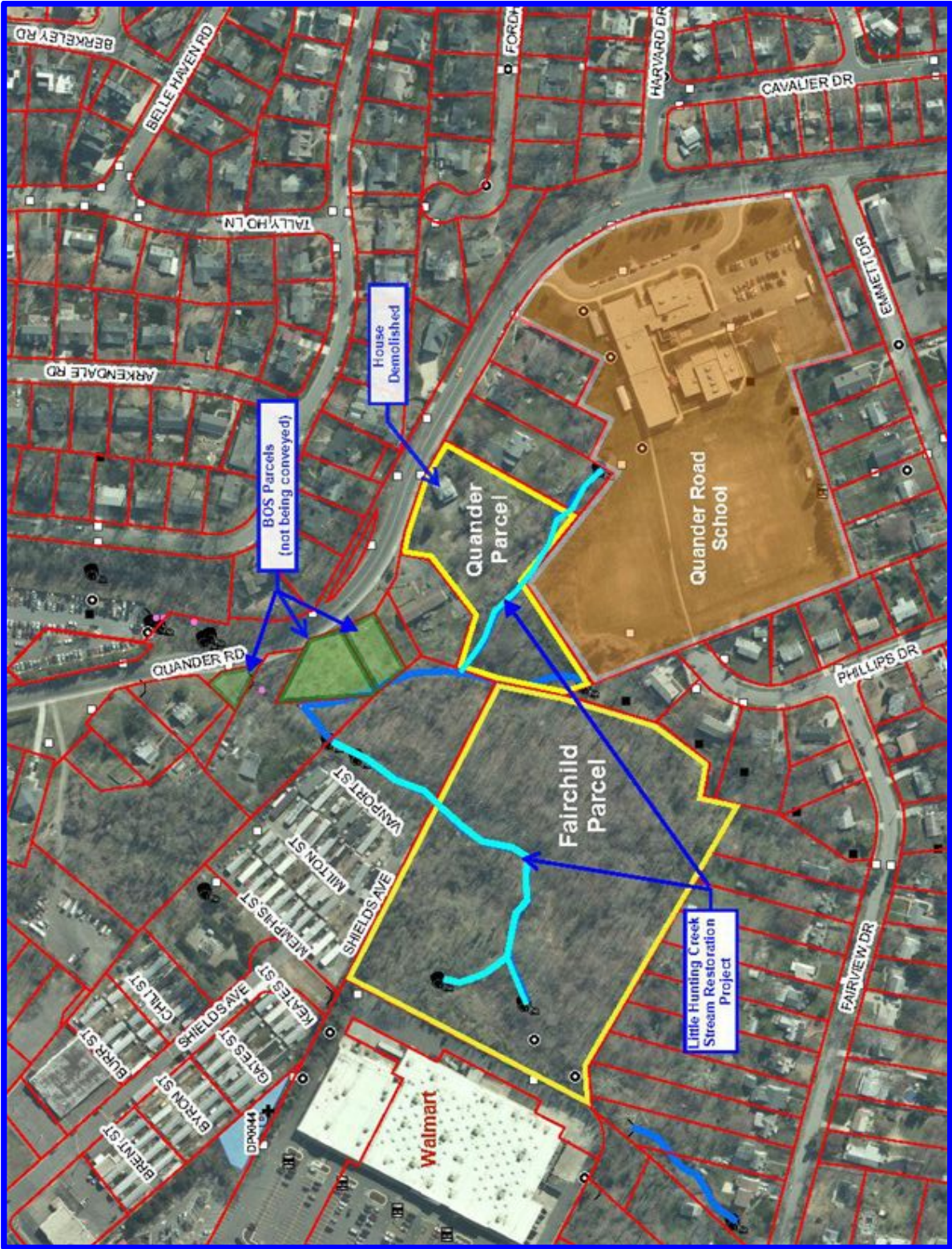
Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may dispose of any real property.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 -- Resolution

STAFF:
Rachel Flynn, Deputy County Executive
Jai Cole, Executive Director, Fairfax County Park Authority
José A. Comayagua, Director, Facilities Management Department
Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:
F. Hayden Coddington, Assistant County Attorney



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, December 7, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Board of Supervisors owns two parcels of land in Mount Vernon District, one of which is identified as Tax Map No. 0833 01 0024 (the "Fairchild Property") and the other is identified as Tax Map No. 0833 01 0026F1 with the street address of 6318 Quander Road (the "Quander Property," and together with the Fairchild Property, the "Properties");

WHEREAS, the Park Authority has asked the Board of Supervisors to transfer the Properties to the Park Authority for inclusion in its park inventory;

WHEREAS, the Board will encumber all or a portion of the Properties with a conservation easement to obtain water quality credits prior to transfer;

WHEREAS, the Board finds that it would be in the best interest of the residents of Fairfax County to convey the Properties as described above to the Park Authority.

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the County Executive is hereby authorized to execute all necessary documents to convey the real property described above to the Park Authority.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 7, 2021

4:00 p.m.

Public Hearing on a Proposed Amendment to Update Appendix Q (Land Development Services Fee Schedule) of *The Code of the County of Fairfax, Virginia* (Code)

ISSUE:

Board of Supervisors' (Board) adoption of a proposed amendment to Appendix Q of the Code. The proposed amendment simplifies the fee structure and ensures that it is consistent and fair.

PLANNING COMMISSION RECOMMENDATION:

On November 3, 2021, the Planning Commission voted 10-0 (Commissioner Spain and Chairman Murphy were absent from the meeting) to recommend to the Board of Supervisors adoption of the proposed amendment to Appendix Q (Land Development Services Fee Schedule) of the Code as set forth in the Staff Report dated October 5, 2021.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed amendment as set forth in the Staff Report dated October 5, 2021.

The proposed amendment has been prepared by Land Development Services (LDS) and coordinated with the Office of the Fire Marshal, the Department of Management and Budget (DMB), and the Office of the County Attorney (OCA).

TIMING:

Board action is requested on December 7, 2021. On October 5, 2021, the Board authorized the advertising of public hearings. The Planning Commission held a public hearing on November 3, 2021. If adopted, the proposed amendment will become effective either upon adoption for the elevator fees or timed to go live with the implementation of the Planning and Land Use System (PLUS), which is anticipated in FY 2023.

BACKGROUND:

In Fiscal Year (FY) 2019, Land Development Services (LDS) began a process to review and update fees for plan review, inspections, and other services provided by LDS. The first year focused on changing the structure for site-related plans to accommodate the

electronic plan (ePlan) review process. The current effort makes the overall fee schedule more transparent and predictable. LDS is working toward updating fees based on current cost recovery calculations by revising fees for building trade permits, elevator inspections, site-related plans and inspections and establishing a new fee for gateway/minimum submission plan reviews.

The new fees and adjustments are outlined below, along with their proposed effective dates (either upon adoption for the elevator fees or timed to go live with the implementation of the Planning and Land Use System (PLUS), which is anticipated in FY 2023). Plans already in process will not be affected by this amendment (e.g., minimum submission reviews and gateway reviews will not apply to second submissions or revisions for site-related plans submitted prior to its implementation). For the fees going into effect with the PLUS implementation, LDS will perform extensive outreach prior to the effective date.

PROPOSED AMENDMENT:

The new fees and adjustments are outlined below, along with their proposed effective dates (either upon Board adoption for the elevator fees or timed to go live with the implementation of PLUS).

1. Building Trade Permits – Effective with PLUS Implementation

The current fee structure for building trade permits (plumbing, electrical, and HVAC/mechanical) bases fees on the capacity of the system being permitted (e.g., kilowatt output of electrical installations). LDS proposes amending trade fees to make those fees commensurate with the level of effort to review and inspect the project. The amended fees are calculated based on the quantity of materials and equipment individually, for all three trades: mechanical, electrical, and plumbing. The amended fees equalize costs between the three trades.

2. Elevator Inspections – Effective upon Board Adoption

The current fee structure for elevator inspections bases fees on a single elevator that goes to the highest floor of a building. As building designs have changed and the location of elevators has become more decentralized, it is necessary to base fees on equipment rather than on the number of floors. The amended fee structure ensures that LDS recovers costs for each of the elevator, escalator, moving walk, and hoist inspections and tests performed, thus keeping the overall costs in line with costs for other major inspections.

3. Site-Related Plans and Inspections – Effective with PLUS Implementation

The current fee structure for site-related inspections is calculated according to the number of disturbed acres and any necessary public improvement projects. The amended fee structure bases site inspection fees on the complexity of the project.

For bonded projects, LDS will calculate the inspection fee as a percentage of the overall bond amount. "Agreement only" plans are those plans which feature improvements that would be bonded, but, due to county ownership, are only required to complete an agreement instead of posting a bond; inspection fees for those "agreement only" plans are now also calculated based on the complexity of the project, based upon what would be the bond amount. LDS also proposes fee increases for site-related plans such as subdivision plans to account for additional time to review complex environmental and tree preservation requirements.

4. Countywide Building Masterfile Review Fee– Effective with PLUS Implementation

LDS proposes a new Countywide Building Master File Review Fee to be assessed at the time of the initial application. LDS will assess the existing permit fee for subsequent permit applications to ensure permit details coincide with the approved Masterfile. This proposed fee is included in response to industry requests for a revised process to include the elimination of requiring a "First-Off" application to accompany every new Masterfile submission. To accommodate this request, LDS staff will be required to review Masterfile applications separately from the actual application/permit where the inspections will take place. Additional staff time is necessary. Therefore, the need for a new fee to recover associated staff expenses is required.

5. Minimum Submission or Gateway Plan Reviews – Site-Related Plans Effective with PLUS Implementation

LDS proposes plan quality assurance review fees for site-related plans. This cost defrays the additional review time necessary for the cumulative review of plan resubmissions. The gateway and minimum submission review ensure that initial plan submissions are complete and address all the required information and items needed for a productive plan review. The Minimum Submission or Gateway Plan Review Fees will be assessed as described in Table 1 (Minimum Submission or Gateway Plan Review Fees):

Table 1: Minimum Submission or Gateway Plan Review Fees

Plan Type	Review Type	Fee	Resubmittal Fee
Small Site-Related Plans: <ul style="list-style-type: none"> • Conservation Plan • Infill Lot Grading Plan • Non-Bonded Rough Grading Plan 	Minimum Submission Review	\$108	\$108
Major Site-Related Plans (Outside of Designated Plan Examiner (DPE) Process and/or Non-ESI Member Plan): <ul style="list-style-type: none"> • Public Improvement • Rough Grading Plan (Associated with Major Plans) • Site Plan • Subdivision Plan 	Gateway Review	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)
Major Site-Related Plans (ESI Member Plans and/or Plans Leveraging the DPE Process): <ul style="list-style-type: none"> • Public Improvement • Rough Grading Plan (Associated with Major Plans) • Site Plan • Subdivision Plan 	Review by Engineers & Surveyors Institute (ESI) Under the DPE Process	No Gateway Fee Paid to County	Not Applicable
Minor Site Plans	Gateway Review with flexibility to reduce to MSR	\$500	110% of Previous Fee (e.g., \$550, \$605, etc.)

6. Other Miscellaneous Changes – Effective with PLUS Implementation

LDS proposes other editorial changes and adjustments to round fees to the nearest dollar. For all permit fees that are based on the cost of construction, LDS proposes language to require the permittee to provide verifiable cost data to show how the cost of construction is calculated.

Attachment A (the Staff Report) includes the proposed fee changes to Appendix Q.

REGULATORY IMPACT:

The proposed amendment updates Appendix Q of the Code to ensure fees are consistent, transparent, and tied to cost recovery.

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Proposed changes to building trade permit fees will result in streamlined fees commensurate across the trades:

- HVAC and mechanical permits will no longer be charged additional fees for piping and ductwork (only the base fee will apply).
- All permits will be charged one percent of the value of the installation contract plus a fee based on the quantity of equipment or fixtures being installed.

Proposed changes to the elevator inspection program fees will result in the following:

- Installation permit fee will increase from two percent to 2.4 percent of the installation contract value.
- The floor fee will be adjusted from a calculation based on a single elevator reaching the highest floor to a reduced floor fee assessed per piece of equipment.
- LDS added a consolidated five-year re-acceptance test fee, along with appropriate reinspection and retest fees (if equipment fails inspection).

Proposed addition of a Site Gateway Plan Review Fee and Minimum Submission Review Fee will result in the following:

- Customers will have incentive to provide high quality plans on the first submittal, rather than submitting unfinished plans quickly for the sake of showing progress in the county system.
- Poor quality plans will not clog reviewer queues.
- The Minimum Submission Review for site plans currently provided by ESI will continue, so this will not add any additional steps to the review processes.
- The Site Gateway Plan Review will add an additional step to non-ESI Member and non-DPE plans but will still be completed within the current timeframe for plan acceptance and holds the potential to reduce queues for those plans.

Proposed changes to site inspection and plan review fees will result in the following:

- The inspection fee structure for bonded projects will now be based on a percentage of the bond amount, rather than a base rate for disturbed acres plus additional fees for each public improvement to be inspected.
- Plan review fees will increase by the cost of additional urban forestry tree preservation review time.
- Multiple lot submission of bonded lot grading plans removed to align with PLUS.

The editorial changes to Appendix Q will simplify calculations.

FISCAL IMPACT:

Regarding proposed adjustments to existing fees, analysis indicates that the adjustments for building trade permits and site inspections will have a negative impact on county revenue and a positive impact on customer costs. These proposed changes

will result in simpler fee calculations and dependable fee estimates. Attachment A (the Staff Report) includes a summary of the analysis of the major Appendix Q fee changes. LDS projects customer savings in elevator inspection fees as the combination of a floor fee increase will be offset by a reduction in the five-year testing fee.

The new Gateway and Minimum Submission Review fees will add additional costs to applicants during the review process (as outlined in the table above) and will generate \$187,500 in revenue by the time all fees are enacted with the PLUS permitting system in FY 2023. The overall result will add efficiency to the review process and will afford quicker review times for good-quality plans. It is anticipated that the value of time saved for applicants through quicker review times will far exceed the fee increase per plan submission.

These fee changes and additions will be implemented either upon adoption (Elevator Inspections); or at the time of PLUS implementation (Building Trade Permits, Site Related Plan Gateway/Minimum Submission Reviews, Site-Related Plan and Inspections, Building Master File Review Fee, and other miscellaneous changes). Table 2 (Fiscal Impact Summary) depicts the projected revenue impact (where that impact is material) of this proposed Appendix Q amendment, and shows the projected implementation dates, along with a notation of the fees that are changing and the new fees.

Table 2: Fiscal Impact Summary

Fee	Amount	Implementation Date
Adjustments to Current Fees		
Building Permit Fees	(\$64,000)	PLUS Implementation
Elevator Five-Year Test and Floor Fees	(\$220,000)	Upon BOS Adoption
Site-Related Plan Review Fees	\$106,522	PLUS Implementation
Site Inspection Fees	(\$175,175)	PLUS Implementation
Total Adjustments to Current Fees:	(\$352,653)	
New Fees		
Building Master File Review Fee	\$22,680	PLUS Implementation
Gateway Site-Related Plan Review Fee	\$112,500	PLUS Implementation
Minimum Submission Review Fee	\$75,000	PLUS Implementation
Total New Fees:	\$210,180	
TOTAL REVENUE IMPACT	(\$142,473)	

For changes to existing fees, LDS projects a net loss of \$352,653 with an estimated reduction of \$220,000 for changes implemented at Board adoption, along with net

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decrease of \$132,653 for fees adjusted in concert with PLUS implementation, which is anticipated in FY 2023. LDS anticipates that the proposed new fees will generate net additional annual revenue of \$210,180, implemented in concert with PLUS. In total, when fully implemented, the proposed fee adjustments will result in a projected net revenue loss of \$142,473.

The immediate revenue impact has not been incorporated into the FY 2022 Adopted Budget Plan. Upon Board approval, staff will work with Department of Management and Budget to make any necessary budgetary adjustments.

ENCLOSED DOCUMENTS:

Attachment A – Staff Report dated October 5, 2021

Also, attached to the Staff Report:

Attachment 1– Amendment to Appendix Q (LDS Fee Schedule)

Attachment 2 – Analysis of New Fees and Changes

Attachments A, 1, and 2 can be found online at:

<https://www.fairfaxcounty.gov/landdevelopment/sites/landdevelopment/files/assets/documents/pdf/pfm/staff-report-appendix-q-fee-schedule.pdf>

Attachment B – November 3, 2021 Planning Commission Meeting Video is available online at: <https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Department of Land Development Services (LDS)

Devi Ogden, Manager, Financial Management Branch, LDS

John S. Butler, Fire Chief, Fire and Rescue Department

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

Board Agenda Item
December 7, 2021

4:00 p.m.

Public Hearing to Consider Amendments to Article 14 of Chapter 4 of the Fairfax County Code to Revise Low-Income Real Estate Tax Exemption Eligibility Requirements and Establish a Real Estate Tax Deferral Program

ISSUE:

A public hearing to consider amendments to Chapter 4, Article 14 of the Fairfax County Code that would change the income and net worth eligibility limits and an option for modification of the net financial worth definition for real estate tax relief, beginning January 1, 2022. Furthermore, the amendments would add a 75% income eligibility bracket, cap total taxes relieved at 125% of the mean assessed value of Fairfax County homes, and create a tax deferral option for seniors and people with disabilities, all beginning January 1, 2023.

RECOMMENDATION:

The County Executive recommends that after holding a public hearing, the Board adopts the proposed amendments to Chapter 4, Article 14 of the Fairfax County Code.

TIMING:

On November 9, 2021, the Board authorized advertisement of a public hearing to be held on December 7, 2021, at 4:00 p.m.

BACKGROUND:

Pursuant to Virginia Code §§ 58.1-3210 through 3217, Fairfax County provides income- and asset-based real estate tax relief to qualified individuals who are at least 65 years of age or permanently and totally disabled. Under current eligibility limits, the applicant's gross household income may not exceed \$72,000, and they may have no more than \$340,000 in total assets, excluding the home's value and one acre of land. These limits were last changed in FY 2006, and for calendar year 2019, the County's tax relief program approved approximately 6,600 real estate tax relief applications, relieving roughly \$28.7 million in taxes.

Due to the time necessary to complete Assessment and Tax Relief System changes, the following two-phase implementation is recommended:

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Proposed Program for January 1, 2022

Effective January 1, 2022, the proposed amendments to Article 14 of Chapter 4 of the Fairfax County Code expand the income and net worth limits as follows:

Percentage of Relief	Gross Income Limits	Net Worth Limit
100%	\$0 - \$60,000	\$400,000
50%	\$60,001 - \$80,000	\$400,000
25%	\$80,001 - \$90,000	\$400,000

As a proposed addition to these changes, the net combined financial worth definition might be changed to allow for up to five acres of land upon which a dwelling is located to be excluded from the net worth calculation, subject to the condition that said land cannot be subdivided under approved zoning at any time during the then current calendar year.

Proposed Program for January 1, 2023

Effective January 1, 2023, the proposed amendments to Article 14 of Chapter 4 of the Fairfax County Code would add a 75% income bracket, cap total relief at 125% of the mean assessed value of Fairfax County homes, and create a tax deferral option that would be subject to interest at the rate of the Wall Street Journal prime rate, plus 1% per year, which currently equals 4.25%, but no greater than the statutory limit set by Virginia Code § 58.1-3216(B), currently 8%. Additionally, the total amount of taxes deferred, and accumulated interest shall not at any given time exceed in aggregate 10 percent of the assessed value of such real estate.

Percentage of Relief	Gross Income Limits	Net Worth Limit	Total Taxes Relieved
100%	\$0 - \$60,000	\$400,000	Tax Relief up to 125% of the Mean Assessed Value of homes in Fairfax County
75%	\$60,001 - \$70,000	\$400,000	
50%	\$70,001 - \$80,000	\$400,000	
25%	\$80,001 - \$90,000	\$400,000	
Tax Deferral	\$0 - \$100,000	\$500,000	Aggregate of Taxes Deferred not to Exceed 10% of the Assessed Value

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FISCAL IMPACT:

Staff projects that the proposed program changes to the income and asset limits effective January 1, 2022, would cost an additional \$12 million in recurring General Fund revenue loss compared to the current program. This fiscal impact will be reflected in the FY 2023 Advertised Budget Plan.

The proposed additional program changes effective January 1, 2023, would impact the FY 2024 budget and would result in an additional \$0.5 million in recurring General Fund revenue loss compared to FY 2023. The implementation of a tax deferral program effective January 1, 2023, is estimated to cost the General Fund \$2.2 million in deferred revenue annually; the deferred amounts would be recouped at the time of property transfer. The revenue impact may increase over time as more residents qualify and property values increase. In addition, staffing, space, and equipment would be required, depending on the program requirements adopted by the Board.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance, Redline.

Attachment 2 – Proposed Ordinance, Clean.

Attachment 3 – Proposed Ordinance with optional net worth calculation change, Redline.

Attachment 4 – Proposed Ordinance with optional net worth calculation change, Clean.

STAFF:

Christina Jackson, Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Gregory A. Bruch, Director, Revenue Collection Division, DTA

Justin K. Nejad, Management Analyst, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

1 **AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4**
2 **OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE**
3 **TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A**
4 **REAL ESTATE TAX DEFERRAL PROGRAM**

5
6 **Draft of October 25, 2021**

7
8 **AN ORDINANCE** to amend the Fairfax County Code by amending and
9 readopting Chapter 4, Article 14, to revise the low-income real estate tax
10 exemption eligibility requirements and establish a real estate tax deferral
11 program pursuant to Virginia Code § 58.1-3210, *et seq.*

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

- 14
15 1. That Chapter 4, Article 14, of the Fairfax County Code is amended and
16 readopted, as follows:

17
18 **Article 14. – Exemption and Deferral of Real Estate Taxes.**

19
20 **Section 4-14-1. Definitions.**

21
22 For the purposes of this Article, ~~the following words and phrases shall have the~~
23 ~~meanings respectively ascribed to them by this Section.:~~

24
25 (a) *Director* means the Director of the Fairfax County Department of Tax
26 Administration or the designated agent of the Director.

27
28 **(b) Eligible person means any person who is at least age 65 or permanently**
29 **or totally disabled who owns real property (i) held by the eligible person alone or**
30 **in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in**
31 **a revocable inter vivos trust over which the eligible person or the eligible person**
32 **and his spouse hold the power of revocation, or (iii) held in an irrevocable trust**
33 **under which an eligible person alone or in conjunction with his or her spouse**
34 **possesses a life estate or an estate for joint lives or enjoys a continuing right of**
35 **use or support. An eligible person does not include any interest held under a**
36 **leasehold or term of years.**

37
38
39 **(bc)** *Net combined financial worth* means all assets of the owners of the
40 dwelling ~~and plus~~ the spouse of ~~the an~~ owner who resides therein, including
41 equitable interests, ~~but~~ excluding furniture, household appliances, ~~and~~ other
42 items typically used in a home, and the value of the dwelling and the land in an
43 amount not to exceed one acre upon which that dwelling is located.

46 (ed) *Nonqualified transfer* means a transfer in ownership of the real estate by
47 gift or otherwise not for bona fide consideration, other than (i) a transfer by the
48 qualified owner to a spouse, including without limitation a transfer creating a
49 tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified
50 owner and his spouse to a revocable inter vivos trust over which the qualified
51 owner, or the qualified owner and his spouse, hold the power of revocation; or
52 (iii) a transfer to an irrevocable trust under which a qualified owner alone or in
53 conjunction with his spouse possesses a life estate or an estate for joint lives, or
54 enjoys a continuing right of use or support.

55
56 (e) *Permanently and totally disabled* means permanently and totally disabled
57 as defined in Virginia Code § 58.1-3217.

58
59 (f) *Qualified owner* means the owner of the real property who qualifies for a
60 tax deferral under this Article.

61
62 (eg) *Total combined income* means gross income from all sources of owners of
63 the dwelling residing therein ~~and plus the gross income from all sources of any~~
64 ~~said owner's~~ relative(s) ~~of the owner~~ who reside(s) in the dwelling, except for
65 those relatives living in the dwelling and providing bona fide caregiving services
66 to ~~the-an~~ owner whether such relatives are compensated or not, provided that the
67 first \$7,500.00 of any income received by an owner who is permanently and
68 totally disabled and the first \$6,500.00 of income of each relative, other than the
69 spouse of ~~the-an~~ owner ~~or owners~~ who is living in the dwelling, shall not be
70 included in such total. If a relative subject to this subsection (eg) is permanently
71 and totally disabled, any disability income received by such person shall not be
72 included in the calculation of total combined income.

73
74
75 **Section 4-14-2. Eligibility for real estate tax exemption~~exemptions~~.**

76
77 (a) ~~Any persons not less than 65 years of age, or any person permanently~~
78 ~~and totally disabled as provided in Section 4-14-3, or any person or husband and~~
79 ~~wife who owns a dwelling jointly wherein at least one spouse is not less than 65~~
80 ~~or is permanently and totally disabled, Any person qualifying as an eligible~~
81 ~~person~~ by December 31 of the year preceding the date of the application, who
82 owns, or partially owns, a dwelling as the sole dwelling and residence of that
83 person or persons during the year for which the exemption is sought, shall be
84 eligible for, and may apply for, an exemption from real estate taxes specified in
85 Section 4-14-~~5-6~~ on such dwelling and the land, not exceeding one acre, upon
86 which that dwelling is located; provided that the applicant or applicants satisfy the
87 conditions of subsection (c) of this Section.

88
89 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
90 the calendar year a person becomes an eligible person ~~reaches the age of 65 or~~
91 ~~is certified as being permanently and totally disabled in accordance with Section~~

4-14-3, and if any such person~~or~~ is otherwise eligible for ~~the tax relief benefits~~the tax exemption provided by this Article, then that person may apply to the Director for ~~a tax relief benefit~~exemption for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership, income, or financial worth as provided in Section 4-14-45. In the event that there is such a disqualifying change, then the ~~benefits exemption~~ shall be limited in the manner specified by Section 4-14-45.

(c) (1) Effective January 1, 2022 through December 31, 2022, in order to receive a 100 percent exemption from real estate taxes, the total combined income ~~during the immediately preceding year~~for the 2021 calendar year shall not be greater than ~~\$52,000.00~~\$60,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income ~~during the immediately preceding year~~for the 2021 calendar year shall be greater than ~~\$52,000.00~~\$60,000.00, but ~~shall not be~~ greater than ~~\$62,000.00~~\$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income ~~for the 2021 calendar year during the immediately preceding year~~ shall be greater than ~~\$62,000.00~~\$80,000.00, but ~~shall not be~~ greater than ~~\$72,000.00~~\$90,000.00.

Effective January 1, 2023, in order to receive a 100 percent exemption from real estate taxes, the total combined income during the immediately preceding calendar year shall not be greater than \$60,000.00. In order to receive a 75 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$60,000.00, but not greater than \$70,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income shall be greater than \$80,000.00, but not greater than \$90,000.00.

(2) The net combined financial worth, ~~as defined in Section 4-14-1,~~ as of December 31 of the immediately preceding year, shall not exceed ~~\$340,000.00~~\$400,000.00.

Section 4-14-3. Eligibility for real estate tax deferral.

Effective January 1, 2023:

(a) Any person qualifying as an eligible person by December 31 of the year preceding the date of the application, who owns, or partially owns, a dwelling as the sole dwelling and residence of that person or persons during the year for which a deferral is sought, shall be eligible for, and may apply for, a deferral from real estate taxes specified in Section 4-14-7 on such dwelling and the land, not

138 exceeding ten acres, upon which that dwelling is located; provided that the
139 applicant or applicants satisfy the conditions of subsection (c) of this Section-.
140

141 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
142 the calendar year a person becomes an eligible person or is otherwise eligible for
143 the tax deferral provided by this Article, then that person may apply to the
144 Director for a tax deferral for the remaining portion of the calendar year. All such
145 benefits shall be prorated on a monthly basis from the month in which the
146 applicant became eligible to the end of the calendar year unless there is a
147 disqualifying change in ownership or other factors as provided in Section 4-14-5.
148 In the event that there is such a disqualifying change, then the deferral shall be
149 limited in the manner specified by Section 4-14-5.
150

151 (c)(1) To be eligible for deferral of real estate taxes, the total combined income
152 during the immediately preceding year shall not be greater than \$100,000.00.
153

154 (2) To be eligible for deferral of real estate taxes, the net combined financial
155 worth of the applicant, as of December 31 of the immediately preceding year,
156 shall not exceed \$500,000.00.
157

158 **Section 4-14-~~34~~. Application ~~for exemption~~; affidavit.**
159

160 Application for exemption or deferral as provided ~~for by in~~ this Article shall be
161 made not later than May 1 of each year for which ~~exemption such relief~~ is sought.
162 ~~, except this -~~ The Director may extend the application date ~~may be extended by~~
163 ~~the Director~~ to December 31 of the year following the year that the application
164 was due; if the applicant is applying for relief for the first time or if hardship
165 conditions exist which through no fault of the applicant prohibit applying by May
166 1, and if proper application is made along with a sworn affidavit stating that
167 failure to apply was due to reasons beyond the applicant's control ~~of the~~
168 applicant.
169

170 All applications for ~~real estate tax relief exemption or deferral~~ shall be made to
171 the Director on application forms provided by the Director. Each application shall
172 be accompanied by an affidavit or written statement setting forth the names of all
173 owners and related persons occupying ~~such real estate~~ the dwelling, as specified
174 in Virginia Code § 58.1-3212, for which exemption or deferral is sought and
175 stating that the ~~total combined net~~ combined financial worth and ~~the total~~
176 combined income from all sources ~~does do~~ not exceed the limits set forth in
177 Section 4-14-2(c) and 4-14-3(c), as appropriate, as well as such other
178 information required by the Director to administer the provisions of this Article. If
179 the application is made by an owner filing for exemption or deferral because of
180 permanent and total disability, or if the owner is seeking exclusion from total
181 combined income of the disability income of a relative living in the
182 residence dwelling, the application shall also be accompanied by affidavits made
183 in accordance with Virginia Code § 58.1-3213 stating that such owner or relative,

as the case may be, meets the definition of permanently and totally disabled ~~specified by Virginia Code § 58.1-3217~~. The Director may require an applicant to answer questions under oath concerning the requirements under of this Article and/or to produce for inspection certified federal income tax returns for the preceding three (3) years to establish ~~the~~ total combined income or net combined financial worth ~~as defined in Section 4-14-1~~.

Applications for ~~real-estate-tax-relief~~exemption or deferral shall be filed on a three-year cycle. Applicants shall file a certification in each of the two (2) years following the approval year attesting that no information contained on the last application has changed in a way that would exceed the limitations and conditions prescribed herein pertinent to the eligibility for ~~tax-relief~~exemption or deferral, as appropriate. The annual certification shall be filed no later than May 1 each year. The ~~Director may extend the~~ deadline to file a certification ~~may be extended by the Director~~ to December 31 of the year following the calendar year in which the certification was due, if hardship conditions existed where, through no fault of the applicant, the applicant was prohibited from filing the certification by the May 1 due date. Failure to file an application or certification as specified in this section shall result in denial of tax relief provided under this Article.

~~That notwithstanding the provisions of Section 4-14-3, applications for exemption from real-estate taxes due in calendar year 2004 shall be filed with the Director of the Department of Tax Administration no later than December 31, 2004. Applications for an exemption from real-estate taxes due in calendar year 2004 from first time applicants or claiming a hardship pursuant to Section 4-14-3 shall be filed with the Director no later than December 31, 2005.~~

Section 4-14-45. Changes in ownership, income or financial worth.

Any changes ~~s~~ in respect to total combined income, net combined financial worth, ownership of the dwelling exempted or deferred, or other factors which occur during the taxable year for which the affidavit or certification is filed, and which has the effect of exceeding the limitations and conditions of this Article, shall nullify any exemption or deferral for the remainder of the current tax year. In the case any person or persons who become disqualified ~~from an exemption or deferral~~ during a calendar year because of a disqualifying increase in total combined income or net combined financial worth, then any such person or persons may receive a prorated exemption or deferral for the portion of the taxable year during which the taxpayer qualified for such exemption or deferral. Such prorated portion shall be determined by multiplying the amount of the exemption or deferral by a fraction wherein the number of complete months of the year such property was properly eligible for such exemption or deferral is the numerator and the number twelve (12) is the denominator.~~The proceeds of a sale which would result in any such prorated exemption by a fraction wherein the number of complete months of the year such property was eligible for such exemption is the numerator and the number twelve (12) is the denominator.~~

230
231 **Section 4-14-~~56~~. Amount of exemption.**
232

233 ~~To the extent authorized by Section 4-14-2, persons who own real estate~~
234 ~~described in~~ Any persons found to be qualified for an exemption under Section
235 4-14-2 shall be exempted from the payment of real estate taxes, including: (a)
236 the general County real estate tax levy imposed by the Board of Supervisors; (b)
237 ~~and~~ any ad valorem tax on real estate within any sanitary tax district established
238 by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad
239 valorem tax on real estate within any service district created by the Board of
240 Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper
241 application is made. ~~_, provided that, if~~ the ownership of the ~~property dwelling~~ for
242 which ~~an~~ application ~~for exemption~~ is made is not held solely by the applicant, or
243 jointly with the applicant's spouse, then the amount of the tax exemption
244 hereunder shall be in proportion to the applicant's ownership interest in the
245 ~~subject real property dwelling~~ as that ownership interest may appear. However, if
246 there is a court order pursuant to a divorce proceeding which sets forth the
247 applicant's responsibility to pay real estate taxes on the dwelling, while residing
248 in the dwelling, which remains jointly held after the divorce is final, applicant's
249 ownership interest shall be deemed to be in proportion to applicant's court-
250 ordered responsibility to pay taxes.

251
252 Effective January 1, 2023, any exemption from real estate taxes provided in this
253 Article shall be based on the lesser of: (1) taxation based on the assessed value
254 of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation
255 based on 125% of the mean assessed value of all residential properties in
256 Fairfax County for the applicable tax year. The calculation of the mean assessed
257 value of all residential properties in Fairfax County shall be based on the
258 assessed value of all townhomes, condominiums, and single-family homes in
259 Fairfax County as of January 1 of the applicable tax year.
260

261
262 **Section 4-14-7. Amount of deferral.**
263

264 Effective January 1, 2023, any person found to be qualified for a deferral under
265 Section 4-14-3 shall be permitted to defer the payment of real estate taxes,
266 including: (a) the general County real estate tax levy imposed by the Board of
267 Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district
268 established by the Board of Supervisors pursuant to Virginia Code § 15.2-858;
269 and (c) any ad valorem tax on real estate within any service district created by
270 the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in
271 which proper application is made. If the ownership of the dwelling for which an
272 application is made is not held solely by the applicant or jointly with the
273 applicant's spouse, then the amount of the deferral hereunder shall be in
274 proportion to the applicant's ownership interest in the dwelling as that ownership
275 interest may appear. However, if there is a court order pursuant to a divorce

proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes. The total amount of real estate taxes deferred and accumulated interest on a qualified dwelling shall not, at any given time, exceed in the aggregate 10 percent of the assessed value of such dwelling.

Effective January 1, 2023, the total amount of real estate taxes deferred shall be paid to the County by the vendor, transferor, executor, or administrator: (i) upon the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii) from the estate of the decedent within one year after the death of the last qualified owner thereof. Such deferred real estate taxes shall be paid without penalty, except that all deferred real estate taxes are subject to interest at the rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per year, to be calculated based on the prime rate as of January 1 on any amount so deferred in each year of deferral, but not to exceed eight percent per year, on any amount so deferred. Such deferred real estate taxes and interest shall constitute a lien upon the dwelling as if it had been assessed without regard to the deferral permitted by this Article.

~~Section 4-14-6. Certification to Director of Finance.~~

~~The Director shall certify to the Director of Finance annually those persons who qualify under this Article for an exemption and the amounts thereof. The Director of Finance shall deduct the amount of exemption from the applicant's real estate tax bill for that year.~~

2. That this ordinance shall become effective on January 1, 2022.

GIVEN under my hand this _____ day of _____, 2021.

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

**AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4
OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE
TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A
REAL ESTATE TAX DEFERRAL PROGRAM**

Draft of October 25, 2021

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 4, Article 14, to revise the low-income real estate tax exemption eligibility requirements and establish a real estate tax deferral program pursuant to Virginia Code § 58.1-3210, et seq.

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

- 1. That Chapter 4, Article 14, of the Fairfax County Code is amended and readopted, as follows:**

Article 14. – Exemption and Deferral of Real Estate Taxes.

Section 4-14-1. Definitions.

For the purposes of this Article:

- (a) *Director* means the Director of the Fairfax County Department of Tax Administration or the designated agent of the Director.
- (b) *Eligible person* means any person who is at least age 65 or permanently or totally disabled who owns real property (i) held by the eligible person alone or in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in a revocable inter vivos trust over which the eligible person or the eligible person and his spouse hold the power of revocation, or (iii) held in an irrevocable trust under which an eligible person alone or in conjunction with his or her spouse possesses a life estate or an estate for joint lives or enjoys a continuing right of use or support. An eligible person does not include any interest held under a leasehold or term of years.
- (c) *Net combined financial worth* means all assets of the owners of the dwelling plus the spouse of an owner who resides therein, including equitable interests, but excluding furniture, household appliances, other items typically used in a home, and the value of the dwelling and the land in an amount not to exceed one acre upon which that dwelling is located.
- (d) *Nonqualified transfer* means a transfer in ownership of the real estate by gift or otherwise not for bona fide consideration, other than (i) a transfer by the qualified owner to a spouse, including without limitation a transfer creating a tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified

owner and his spouse to a revocable inter vivos trust over which the qualified owner, or the qualified owner and his spouse, hold the power of revocation; or (iii) a transfer to an irrevocable trust under which a qualified owner alone or in conjunction with his spouse possesses a life estate or an estate for joint lives, or enjoys a continuing right of use or support.

(e) *Permanently and totally disabled* means permanently and totally disabled as defined in Virginia Code § 58.1-3217.

(f) *Qualified owner* means the owner of the real property who qualifies for a tax deferral under this Article.

(g) *Total combined income* means gross income from all sources of owners of the dwelling residing therein plus the gross income from all sources of any said owner's relative(s) who reside(s) in the dwelling, except for those relatives living in the dwelling and providing bona fide caregiving services to an owner whether such relatives are compensated or not, provided that the first \$7,500.00 of any income received by an owner who is permanently and totally disabled and the first \$6,500.00 of income of each relative, other than the spouse of an owner who is living in the dwelling, shall not be included in such total. If a relative subject to this subsection (g) is permanently and totally disabled, any disability income received by such person shall not be included in the calculation of total combined income.

Section 4-14-2. Eligibility for real estate tax exemption.

(a) Any person qualifying as an eligible person by December 31 of the year preceding the date of the application, who owns, or partially owns, a dwelling as the sole dwelling and residence of that person or persons during the year for which the exemption is sought, shall be eligible for, and may apply for, an exemption from real estate taxes specified in Section 4-14-6 on such dwelling and the land, not exceeding one acre, upon which that dwelling is located; provided that the applicant or applicants satisfy the conditions of subsection (c) of this Section.

(b) Notwithstanding the provisions of subsection (a) of this Section, if during the calendar year a person becomes an eligible person or is otherwise eligible for the tax exemption provided by this Article, then that person may apply to the Director for a tax exemption for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership, income, or financial worth as provided in Section 4-14-5. In the event that there is such a disqualifying change, then the exemption shall be limited in the manner specified by Section 4-14-5.

(c) (1) Effective January 1, 2022 through December 31, 2022, in order to receive a 100 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall not be greater than \$60,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall be greater than \$60,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall be greater than \$80,000.00, but not greater than \$90,000.00.

Effective January 1, 2023, in order to receive a 100 percent exemption from real estate taxes, the total combined income during the immediately preceding calendar year shall not be greater than \$60,000.00. In order to receive a 75 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$60,000.00, but not greater than \$70,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income shall be greater than \$80,000.00, but not greater than \$90,000.00.

(2) The net combined financial worth as of December 31 of the immediately preceding year shall not exceed \$400,000.00.

Section 4-14-3. Eligibility for real estate tax deferral.

Effective January 1, 2023:

(a) Any person qualifying as an eligible person by December 31 of the year preceding the date of the application, who owns, or partially owns, a dwelling as the sole dwelling and residence of that person or persons during the year for which a deferral is sought, shall be eligible for, and may apply for, a deferral from real estate taxes specified in Section 4-14-7 on such dwelling and the land, not exceeding ten acres, upon which that dwelling is located; provided that the applicant or applicants satisfy the conditions of subsection (c) of this Section.

(b) Notwithstanding the provisions of subsection (a) of this Section, if during the calendar year a person becomes an eligible person or is otherwise eligible for the tax deferral provided by this Article, then that person may apply to the Director for a tax deferral for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership or other factors as provided in Section 4-14-5. In the event that there is such a disqualifying change, then the deferral shall be limited in the manner specified by Section 4-14-5.

(c)(1) To be eligible for deferral of real estate taxes, the total combined income during the immediately preceding year shall not be greater than \$100,000.00.

(2) To be eligible for deferral of real estate taxes, the net combined financial worth of the applicant, as of December 31 of the immediately preceding year, shall not exceed \$500,000.00.

Section 4-14-4. Application; affidavit.

Application for exemption or deferral as provided in this Article shall be made not later than May 1 of each year for which such relief is sought. The Director may extend the application date to December 31 of the year following the year that the application was due if the applicant is applying for relief for the first time or if hardship conditions exist which through no fault of the applicant prohibit applying by May 1, and if proper application is made along with a sworn affidavit stating that failure to apply was due to reasons beyond the applicant's control.

All applications for exemption or deferral shall be made to the Director on application forms provided by the Director. Each application shall be accompanied by an affidavit or written statement setting forth the names of all owners and related persons occupying the dwelling, as specified in Virginia Code § 58.1-3212, for which exemption or deferral is sought and stating that the net combined financial worth and total combined income from all sources do not exceed the limits set forth in Section 4-14-2(c) and 4-14-3(c), as appropriate, as well as such other information required by the Director to administer the provisions of this Article. If the application is made by an owner filing for exemption or deferral because of permanent and total disability, or if the owner is seeking exclusion from total combined income of the disability income of a relative living in the dwelling, the application shall also be accompanied by affidavits made in accordance with Virginia Code § 58.1-3213 stating that such owner or relative, as the case may be, meets the definition of permanently and totally disabled. The Director may require an applicant to answer questions under oath concerning the requirements of this Article and/or to produce for inspection certified federal income tax returns for the preceding three (3) years to establish total combined income or net combined financial worth.

Applications for exemption or deferral shall be filed on a three-year cycle. Applicants shall file a certification in each of the two (2) years following the approval year attesting that no information contained on the last application has changed in a way that would exceed the limitations and conditions prescribed herein pertinent to the eligibility for exemption or deferral, as appropriate. The annual certification shall be filed no later than May 1 each year. The Director may extend the deadline to file a certification to December 31 of the year following the calendar year in which the certification was due if hardship conditions existed where, through no fault of the applicant, the applicant was prohibited from filing the certification by the May 1 due date. Failure to file an application or

certification as specified in this section shall result in denial of tax relief provided under this Article.

Section 4-14-5. Changes in ownership, income or financial worth.

Any change in respect to total combined income, net combined financial worth, ownership of the dwelling exempted or deferred, or other factors which occur during the taxable year for which the affidavit or certification is filed, and which has the effect of exceeding the limitations and conditions of this Article, shall nullify any exemption or deferral for the remainder of the current tax year. In the case any person or persons who become disqualified from an exemption or deferral during a calendar year because of a disqualifying increase in total combined income or net combined financial worth, then any such person or persons may receive a prorated exemption or deferral for the portion of the taxable year during which the taxpayer qualified for such exemption or deferral. Such prorated portion shall be determined by multiplying the amount of the exemption or deferral by a fraction wherein the number of complete months of the year such property was properly eligible for such exemption or deferral is the numerator and the number twelve (12) is the denominator.

Section 4-14-6. Amount of exemption.

Any persons found to be qualified for an exemption under Section 4-14-2 shall be exempted from the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the tax exemption hereunder shall be in proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes.

Effective January 1, 2023, any exemption from real estate taxes provided in this Article shall be based on the lesser of: (1) taxation based on the assessed value of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation based on 125% of the mean assessed value of all residential properties in Fairfax County for the applicable tax year. The calculation of the mean assessed value of all residential properties in Fairfax County shall be based on the

assessed value of all townhomes, condominiums, and single-family homes in Fairfax County as of January 1 of the applicable tax year.

Section 4-14-7. Amount of deferral.

Effective January 1, 2023, any person found to be qualified for a deferral under Section 4-14-3 shall be permitted to defer the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the deferral hereunder shall be in proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes. The total amount of real estate taxes deferred and accumulated interest on a qualified dwelling shall not, at any given time, exceed in the aggregate 10 percent of the assessed value of such dwelling.

Effective January 1, 2023, the total amount of real estate taxes deferred shall be paid to the County by the vendor, transferor, executor, or administrator: (i) upon the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii) from the estate of the decedent within one year after the death of the last qualified owner thereof. Such deferred real estate taxes shall be paid without penalty, except that all deferred real estate taxes are subject to interest at the rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per year, to be calculated based on the prime rate as of January 1 on any amount so deferred in each year of deferral, but not to exceed eight percent per year, on any amount so deferred. Such deferred real estate taxes and interest shall constitute a lien upon the dwelling as if it had been assessed without regard to the deferral permitted by this Article.

2. That this ordinance shall become effective on January 1, 2022.

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GIVEN under my hand this _____ day of _____, 2021.

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

**AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4
OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE
TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A
REAL ESTATE TAX DEFERRAL PROGRAM**

Draft of November 9, 2021

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Chapter 4, Article 14, to revise the low-income real estate tax exemption eligibility requirements and establish a real estate tax deferral program pursuant to Virginia Code § 58.1-3210, *et seq.*

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

- 1. That Chapter 4, Article 14, of the Fairfax County Code is amended and readopted, as follows:**

Article 14. – Exemption and Deferral of Real Estate Taxes.

Section 4-14-1. Definitions.

For the purposes of this Article, ~~the following words and phrases shall have the meanings respectively ascribed to them by this Section.:~~

(a) *Director* means the Director of the Fairfax County Department of Tax Administration or the designated agent of the Director.

(b) *Eligible person* means any person who is at least age 65 or permanently or totally disabled who owns real property (i) held by the eligible person alone or in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in a revocable inter vivos trust over which the eligible person or the eligible person and his spouse hold the power of revocation, or (iii) held in an irrevocable trust under which an eligible person alone or in conjunction with his or her spouse possesses a life estate or an estate for joint lives or enjoys a continuing right of use or support. An eligible person does not include any interest held under a leasehold or term of years.

(b) *Net combined financial worth* means all assets of the owners of the dwelling ~~and plus~~ the spouse of ~~the an~~ owner who resides therein, including equitable interests, ~~but~~ excluding furniture, household appliances, ~~and~~ other items typically used in a home, and the value of the dwelling and the land in an amount not to exceed ~~one five~~ acres upon which that dwelling is located, ~~subject to the condition that said land cannot be subdivided under approved zoning as of January 1 of each calendar year.~~

47
48 (ed) *Nonqualified transfer* means a transfer in ownership of the real estate by
49 gift or otherwise not for bona fide consideration, other than (i) a transfer by the
50 qualified owner to a spouse, including without limitation a transfer creating a
51 tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified
52 owner and his spouse to a revocable inter vivos trust over which the qualified
53 owner, or the qualified owner and his spouse, hold the power of revocation; or
54 (iii) a transfer to an irrevocable trust under which a qualified owner alone or in
55 conjunction with his spouse possesses a life estate or an estate for joint lives, or
56 enjoys a continuing right of use or support.

57
58 (e) *Permanently and totally disabled* means permanently and totally disabled
59 as defined in Virginia Code § 58.1-3217.

60
61 (f) *Qualified owner* means the owner of the real property who qualifies for a
62 tax deferral under this Article.

63
64 (eg) *Total combined income* means gross income from all sources of owners of
65 the dwelling residing therein ~~and plus the gross income from all sources of~~ any
66 said owner's relative(s) ~~of the owner~~ who reside(s) in the dwelling, except for
67 those relatives living in the dwelling and providing bona fide caregiving services
68 to ~~the an~~ owner whether such relatives are compensated or not, provided that the
69 first \$7,500.00 of any income received by an owner who is permanently and
70 totally disabled and the first \$6,500.00 of income of each relative, other than the
71 spouse of ~~the an~~ owner ~~or owners~~ who is living in the dwelling, shall not be
72 included in such total. If a relative subject to this subsection (eg) is permanently
73 and totally disabled, any disability income received by such person shall not be
74 included in the calculation of total combined income.

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77 **Section 4-14-2. Eligibility for real estate tax exemptionexemptions.**

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79 (a) ~~Any persons not less than 65 years of age, or any person permanently~~
80 ~~and totally disabled as provided in Section 4-14-3, or any person or husband and~~
81 ~~wife who owns a dwelling jointly wherein at least one spouse is not less than 65~~
82 ~~or is permanently and totally disabled, Any person qualifying as an eligible~~
83 person by December 31 of the year preceding the date of the application, who
84 owns, or partially owns, a dwelling as the sole dwelling and residence of that
85 person or persons during the year for which the exemption is sought, shall be
86 eligible for, and may apply for, an exemption from real estate taxes specified in
87 Section 4-14-~~5-6~~ on such dwelling and the land, not exceeding one acre, upon
88 which that dwelling is located; provided that the applicant or applicants satisfy the
89 conditions of subsection (c) of this Section.

90
91 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
92 the calendar year a person becomes an eligible person ~~reaches the age of 65 or~~

is certified as being permanently and totally disabled in accordance with Section 4-14-3, and if any such person ~~or~~ is otherwise eligible for ~~the tax relief benefits~~ the tax exemption provided by this Article, then that person may apply to the Director for ~~a tax relief benefit~~ exemption for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership, income, or financial worth as provided in Section 4-14-45. In the event that there is such a disqualifying change, then the ~~benefits exemption~~ shall be limited in the manner specified by Section 4-14-45.

(c) (1) Effective January 1, 2022 through December 31, 2022, ~~in~~ in order to receive a 100 percent exemption from real estate taxes, the total combined income ~~during the immediately preceding year~~ for the 2021 calendar year shall not be greater than ~~\$52,000.00~~ \$60,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income ~~during the immediately preceding year~~ for the 2021 calendar year shall be greater than ~~\$52,000.00~~ \$60,000.00, but ~~shall not be~~ greater than ~~\$62,000.00~~ \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income for the 2021 calendar year ~~during the immediately preceding year~~ shall be greater than ~~\$62,000.00~~ \$80,000.00, but ~~shall not be~~ greater than ~~\$72,000.00~~ \$90,000.00.

Effective January 1, 2023, in order to receive a 100 percent exemption from real estate taxes, the total combined income during the immediately preceding calendar year shall not be greater than \$60,000.00. In order to receive a 75 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$60,000.00, but not greater than \$70,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income shall be greater than \$80,000.00, but not greater than \$90,000.00.

(2) The net combined financial worth, ~~as defined in Section 4-14-1,~~ as of December 31 of the immediately preceding year, shall not exceed ~~\$340,000.00~~ \$400,000.00.

Section 4-14-3. Eligibility for real estate tax deferral.

Effective January 1, 2023:

(a) Any person qualifying as an eligible person by December 31 of the year preceding the date of the application, who owns, or partially owns, a dwelling as the sole dwelling and residence of that person or persons during the year for which a deferral is sought, shall be eligible for, and may apply for, a deferral from

real estate taxes specified in Section 4-14-7 on such dwelling and the land, not exceeding ten acres, upon which that dwelling is located; provided that the applicant or applicants satisfy the conditions of subsection (c) of this Section.

(b) Notwithstanding the provisions of subsection (a) of this Section, if during the calendar year a person becomes an eligible person or is otherwise eligible for the tax deferral provided by this Article, then that person may apply to the Director for a tax deferral for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership or other factors as provided in Section 4-14-5. In the event that there is such a disqualifying change, then the deferral shall be limited in the manner specified by Section 4-14-5.

(c)(1) To be eligible for deferral of real estate taxes, the total combined income during the immediately preceding year shall not be greater than \$100,000.00.

(2) To be eligible for deferral of real estate taxes, the net combined financial worth of the applicant, as of December 31 of the immediately preceding year, shall not exceed \$500,000.00.

Section 4-14-~~34~~. Application ~~for exemption~~; affidavit.

Application for exemption or deferral as provided ~~for by in~~ this Article shall be made not later than May 1 of each year for which ~~exemption such relief~~ is sought ~~, except this -~~ The Director may extend the application date ~~may be extended by the Director~~ to December 31 of the year following the year that the application was due, if the applicant is applying for relief for the first time or if hardship conditions exist which through no fault of the applicant prohibit applying by May 1, and if proper application is made along with a sworn affidavit stating that failure to apply was due to reasons beyond the applicant's control ~~of the applicant~~.

All applications for ~~real estate tax relief exemption or deferral~~ shall be made to the Director on application forms provided by the Director. Each application shall be accompanied by an affidavit or written statement setting forth the names of all owners and related persons occupying ~~such real estate~~ the dwelling, as specified in Virginia Code § 58.1-3212, for which exemption or deferral is sought and stating that the ~~total combined~~ net combined financial worth and ~~the total~~ combined income from all sources ~~does do~~ not exceed the limits set forth in Section 4-14-2(c) and 4-14-3(c), as appropriate, as well as such other information required by the Director to administer the provisions of this Article. If the application is made by an owner filing for exemption or deferral because of permanent and total disability, or if the owner is seeking exclusion from total combined income of the disability income of a relative living in the residence dwelling, the application shall also be accompanied by affidavits made

185 in accordance with Virginia Code § 58.1-3213 stating that such owner or relative,
186 as the case may be, meets the definition of permanently and totally disabled
187 ~~specified by Virginia Code § 58.1-3217~~. The Director may require an applicant to
188 answer questions under oath concerning the requirements ~~under of~~ this Article
189 and/or to produce for inspection certified federal income tax returns for the
190 preceding three (3) years to establish ~~the~~ total combined income or net combined
191 financial worth ~~as defined in Section 4-14-1~~.

192
193 Applications for ~~real estate tax relief~~exemption or deferral shall be filed on a
194 three-year cycle. Applicants shall file a certification in each of the two (2) years
195 following the approval year attesting that no information contained on the last
196 application has changed in a way that would exceed the limitations and
197 conditions prescribed herein pertinent to the eligibility for ~~tax relief~~exemption or
198 deferral, as appropriate. The annual certification shall be filed no later than May 1
199 each year. The ~~Director may extend the~~ deadline to file a certification ~~may be~~
200 ~~extended by the Director~~ to December 31 of the year following the calendar year
201 in which the certification was due, if hardship conditions existed where, through
202 no fault of the applicant, the applicant was prohibited from filing the certification
203 by the May 1 due date. Failure to file an application or certification as specified in
204 this section shall result in denial of tax relief provided under this Article.

205
206 ~~That notwithstanding the provisions of Section 4-14-3, applications for exemption~~
207 ~~from real estate taxes due in calendar year 2004 shall be filed with the Director of~~
208 ~~the Department of Tax Administration no later than December 31, 2004.~~
209 ~~Applications for an exemption from real estate taxes due in calendar year 2004~~
210 ~~from first time applicants or claiming a hardship pursuant to Section 4-14-3 shall~~
211 ~~be filed with the Director no later than December 31, 2005.~~

212 213 **Section 4-14-45. Changes in ownership, income or financial worth.**

214
215 Any changes in respect to total combined income, net combined financial worth,
216 ownership of the dwelling exempted or deferred, or other factors which occur
217 during the taxable year for which the affidavit or certification is filed, and which
218 has the effect of exceeding the limitations and conditions of this Article, shall
219 nullify any exemption or deferral for the remainder of the current tax year. In the
220 case any person or persons who become disqualified from an exemption or
221 deferral during a calendar year because of a disqualifying increase in total
222 combined income or net combined financial worth, then any such person or
223 persons may receive a prorated exemption or deferral for the portion of the
224 taxable year during which the taxpayer qualified for such exemption or deferral.
225 Such prorated portion shall be determined by multiplying the amount of the
226 exemption or deferral by a fraction wherein the number of complete months of
227 the year such property was properly eligible for such exemption or deferral is the
228 numerator and the number twelve (12) is the denominator.~~The proceeds of a sale~~
229 ~~which would result in any such prorated exemption by a fraction wherein the~~

number of complete months of the year such property was eligible for such exemption is the numerator and the number twelve (12) is the denominator.

Section 4-14-56. Amount of exemption.

~~To the extent authorized by Section 4-14-2, persons who own real estate described in~~Any persons found to be qualified for an exemption under Section 4-14-2 shall be exempted from the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) and any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made.~~_, provided that, if the ownership of the property dwelling for which an application for exemption is made is not held solely by the applicant, or jointly with the applicant's spouse, then the amount of the tax exemption hereunder shall be in proportion to the applicant's ownership interest in the subject real property dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes.~~

Effective January 1, 2023, any exemption from real estate taxes provided in this Article shall be based on the lesser of: (1) taxation based on the assessed value of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation based on 125% of the mean assessed value of all residential properties in Fairfax County for the applicable tax year. The calculation of the mean assessed value of all residential properties in Fairfax County shall be based on the assessed value of all townhomes, condominiums, and single-family homes in Fairfax County as of January 1 of the applicable tax year.

Section 4-14-7. Amount of deferral.

Effective January 1, 2023, any person found to be qualified for a deferral under Section 4-14-3 shall be permitted to defer the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the deferral hereunder shall be in

proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes. The total amount of real estate taxes deferred and accumulated interest on a qualified dwelling shall not, at any given time, exceed in the aggregate 10 percent of the assessed value of such dwelling.

Effective January 1, 2023, the total amount of real estate taxes deferred shall be paid to the County by the vendor, transferor, executor, or administrator: (i) upon the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii) from the estate of the decedent within one year after the death of the last qualified owner thereof. Such deferred real estate taxes shall be paid without penalty, except that all deferred real estate taxes are subject to interest at the rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per year, to be calculated based on the prime rate as of January 1 on any amount so deferred in each year of deferral, but not to exceed eight percent per year, on any amount so deferred. Such deferred real estate taxes and interest shall constitute a lien upon the dwelling as if it had been assessed without regard to the deferral permitted by this Article.

~~Section 4-14-6. Certification to Director of Finance.~~

~~The Director shall certify to the Director of Finance annually those persons who qualify under this Article for an exemption and the amounts thereof. The Director of Finance shall deduct the amount of exemption from the applicant's real estate tax bill for that year.~~

2. That this ordinance shall become effective on January 1, 2022.

GIVEN under my hand this _____ day of _____, 2021.

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

**AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4
OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE
TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A
REAL ESTATE TAX DEFERRAL PROGRAM**

Draft of November 9, 2021

**AN ORDINANCE to amend the Fairfax County Code by amending and
readopting Chapter 4, Article 14, to revise the low-income real estate tax
exemption eligibility requirements and establish a real estate tax deferral
program pursuant to Virginia Code § 58.1-3210, et seq.**

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

**1. That Chapter 4, Article 14, of the Fairfax County Code is amended and
readopted, as follows:**

Article 14. – Exemption and Deferral of Real Estate Taxes.

Section 4-14-1. Definitions.

For the purposes of this Article:

(a) *Director* means the Director of the Fairfax County Department of Tax
Administration or the designated agent of the Director.

(b) *Eligible person* means any person who is at least age 65 or permanently
or totally disabled who owns real property (i) held by the eligible person alone or
in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in
a revocable inter vivos trust over which the eligible person or the eligible person
and his spouse hold the power of revocation, or (iii) held in an irrevocable trust
under which an eligible person alone or in conjunction with his or her spouse
possesses a life estate or an estate for joint lives or enjoys a continuing right of
use or support. An eligible person does not include any interest held under a
leasehold or term of years.

(c) *Net combined financial worth* means all assets of the owners of the
dwelling plus the spouse of an owner who resides therein, including equitable
interests, but excluding furniture, household appliances, other items typically
used in a home, and the value of the dwelling and the land in an amount not to
exceed five acres upon which that dwelling is located, subject to the condition
that said land cannot be subdivided under approved zoning as of January 1 of
each calendar year.

(d) *Nonqualified transfer* means a transfer in ownership of the real estate by
gift or otherwise not for bona fide consideration, other than (i) a transfer by the

47 qualified owner to a spouse, including without limitation a transfer creating a
48 tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified
49 owner and his spouse to a revocable inter vivos trust over which the qualified
50 owner, or the qualified owner and his spouse, hold the power of revocation; or
51 (iii) a transfer to an irrevocable trust under which a qualified owner alone or in
52 conjunction with his spouse possesses a life estate or an estate for joint lives, or
53 enjoys a continuing right of use or support.

54
55 (e) *Permanently and totally disabled* means permanently and totally disabled
56 as defined in Virginia Code § 58.1-3217.

57
58 (f) *Qualified owner* means the owner of the real property who qualifies for a
59 tax deferral under this Article.

60
61 (g) *Total combined income* means gross income from all sources of owners of
62 the dwelling residing therein plus the gross income from all sources of any said
63 owner's relative(s) who reside(s) in the dwelling, except for those relatives living
64 in the dwelling and providing bona fide caregiving services to an owner whether
65 such relatives are compensated or not, provided that the first \$7,500.00 of any
66 income received by an owner who is permanently and totally disabled and the
67 first \$6,500.00 of income of each relative, other than the spouse of an owner who
68 is living in the dwelling, shall not be included in such total. If a relative subject to
69 this subsection (g) is permanently and totally disabled, any disability income
70 received by such person shall not be included in the calculation of total combined
71 income.

72
73 **Section 4-14-2. Eligibility for real estate tax exemption.**

74
75 (a) Any person qualifying as an eligible person by December 31 of the year
76 preceding the date of the application, who owns, or partially owns, a dwelling as
77 the sole dwelling and residence of that person or persons during the year for
78 which the exemption is sought, shall be eligible for, and may apply for, an
79 exemption from real estate taxes specified in Section 4-14-6 on such dwelling
80 and the land, not exceeding one acre, upon which that dwelling is located;
81 provided that the applicant or applicants satisfy the conditions of subsection (c) of
82 this Section.

83
84 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
85 the calendar year a person becomes an eligible person or is otherwise eligible for
86 the tax exemption provided by this Article, then that person may apply to the
87 Director for a tax exemption for the remaining portion of the calendar year. All
88 such benefits shall be prorated on a monthly basis from the month in which the
89 applicant became eligible to the end of the calendar year unless there is a
90 disqualifying change in ownership, income, or financial worth as provided in
91 Section 4-14-5. In the event that there is such a disqualifying change, then the
92 exemption shall be limited in the manner specified by Section 4-14-5.

(c) (1) Effective January 1, 2022 through December 31, 2022, in order to receive a 100 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall not be greater than \$60,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall be greater than \$60,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income for the 2021 calendar year shall be greater than \$80,000.00, but not greater than \$90,000.00.

Effective January 1, 2023, in order to receive a 100 percent exemption from real estate taxes, the total combined income during the immediately preceding calendar year shall not be greater than \$60,000.00. In order to receive a 75 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$60,000.00, but not greater than \$70,000.00. In order to receive a 50 percent exemption from real estate taxes, the total combined income during the immediately preceding year shall be greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a 25 percent exemption from real estate taxes, the total combined income shall be greater than \$80,000.00, but not greater than \$90,000.00.

(2) The net combined financial worth as of December 31 of the immediately preceding year shall not exceed \$400,000.00.

Section 4-14-3. Eligibility for real estate tax deferral.

Effective January 1, 2023:

(a) Any person qualifying as an eligible person by December 31 of the year preceding the date of the application, who owns, or partially owns, a dwelling as the sole dwelling and residence of that person or persons during the year for which a deferral is sought, shall be eligible for, and may apply for, a deferral from real estate taxes specified in Section 4-14-7 on such dwelling and the land, not exceeding ten acres, upon which that dwelling is located; provided that the applicant or applicants satisfy the conditions of subsection (c) of this Section.

(b) Notwithstanding the provisions of subsection (a) of this Section, if during the calendar year a person becomes an eligible person or is otherwise eligible for the tax deferral provided by this Article, then that person may apply to the Director for a tax deferral for the remaining portion of the calendar year. All such benefits shall be prorated on a monthly basis from the month in which the applicant became eligible to the end of the calendar year unless there is a disqualifying change in ownership or other factors as provided in Section 4-14-5. In the event that there is such a disqualifying change, then the deferral shall be limited in the manner specified by Section 4-14-5.

(c)(1) To be eligible for deferral of real estate taxes, the total combined income during the immediately preceding year shall not be greater than \$100,000.00.

(2) To be eligible for deferral of real estate taxes, the net combined financial worth of the applicant, as of December 31 of the immediately preceding year, shall not exceed \$500,000.00.

Section 4-14-4. Application; affidavit.

Application for exemption or deferral as provided in this Article shall be made not later than May 1 of each year for which such relief is sought. The Director may extend the application date to December 31 of the year following the year that the application was due if the applicant is applying for relief for the first time or if hardship conditions exist which through no fault of the applicant prohibit applying by May 1, and if proper application is made along with a sworn affidavit stating that failure to apply was due to reasons beyond the applicant's control.

All applications for exemption or deferral shall be made to the Director on application forms provided by the Director. Each application shall be accompanied by an affidavit or written statement setting forth the names of all owners and related persons occupying the dwelling, as specified in Virginia Code § 58.1-3212, for which exemption or deferral is sought and stating that the net combined financial worth and total combined income from all sources do not exceed the limits set forth in Section 4-14-2(c) and 4-14-3(c), as appropriate, as well as such other information required by the Director to administer the provisions of this Article. If the application is made by an owner filing for exemption or deferral because of permanent and total disability, or if the owner is seeking exclusion from total combined income of the disability income of a relative living in the dwelling, the application shall also be accompanied by affidavits made in accordance with Virginia Code § 58.1-3213 stating that such owner or relative, as the case may be, meets the definition of permanently and totally disabled. The Director may require an applicant to answer questions under oath concerning the requirements of this Article and/or to produce for inspection certified federal income tax returns for the preceding three (3) years to establish total combined income or net combined financial worth.

Applications for exemption or deferral shall be filed on a three-year cycle. Applicants shall file a certification in each of the two (2) years following the approval year attesting that no information contained on the last application has changed in a way that would exceed the limitations and conditions prescribed herein pertinent to the eligibility for exemption or deferral, as appropriate. The annual certification shall be filed no later than May 1 each year. The Director may extend the deadline to file a certification to December 31 of the year following the calendar year in which the certification was due if hardship conditions existed where, through no fault of the applicant, the applicant was prohibited from filing the certification by the May 1 due date. Failure to file an application or

certification as specified in this section shall result in denial of tax relief provided under this Article.

Section 4-14-5. Changes in ownership, income or financial worth.

Any change in respect to total combined income, net combined financial worth, ownership of the dwelling exempted or deferred, or other factors which occur during the taxable year for which the affidavit or certification is filed, and which has the effect of exceeding the limitations and conditions of this Article, shall nullify any exemption or deferral for the remainder of the current tax year. In the case any person or persons who become disqualified from an exemption or deferral during a calendar year because of a disqualifying increase in total combined income or net combined financial worth, then any such person or persons may receive a prorated exemption or deferral for the portion of the taxable year during which the taxpayer qualified for such exemption or deferral. Such prorated portion shall be determined by multiplying the amount of the exemption or deferral by a fraction wherein the number of complete months of the year such property was properly eligible for such exemption or deferral is the numerator and the number twelve (12) is the denominator.

Section 4-14-6. Amount of exemption.

Any persons found to be qualified for an exemption under Section 4-14-2 shall be exempted from the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the tax exemption hereunder shall be in proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes.

Effective January 1, 2023, any exemption from real estate taxes provided in this Article shall be based on the lesser of: (1) taxation based on the assessed value of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation based on 125% of the mean assessed value of all residential properties in Fairfax County for the applicable tax year. The calculation of the mean assessed value of all residential properties in Fairfax County shall be based on the

assessed value of all townhomes, condominiums, and single-family homes in Fairfax County as of January 1 of the applicable tax year.

Section 4-14-7. Amount of deferral.

Effective January 1, 2023, any person found to be qualified for a deferral under Section 4-14-3 shall be permitted to defer the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the deferral hereunder shall be in proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes. The total amount of real estate taxes deferred and accumulated interest on a qualified dwelling shall not, at any given time, exceed in the aggregate 10 percent of the assessed value of such dwelling.

Effective January 1, 2023, the total amount of real estate taxes deferred shall be paid to the County by the vendor, transferor, executor, or administrator: (i) upon the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii) from the estate of the decedent within one year after the death of the last qualified owner thereof. Such deferred real estate taxes shall be paid without penalty, except that all deferred real estate taxes are subject to interest at the rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per year, to be calculated based on the prime rate as of January 1 on any amount so deferred in each year of deferral, but not to exceed eight percent per year, on any amount so deferred. Such deferred real estate taxes and interest shall constitute a lien upon the dwelling as if it had been assessed without regard to the deferral permitted by this Article.

2. That this ordinance shall become effective on January 1, 2022.

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GIVEN under my hand this _____ day of _____, 2021.

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

Board Agenda Item
December 7, 2021

4:00 p.m.

Public Comment on Issues of Concern