

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 11, 2023**

AGENDA

- | | | |
|-------|-------------|---|
| 9:30 | Done | Presentations |
| 10:00 | Done | Matters Presented by Board Members |
| 10:00 | Done | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | | |
|---|-----------------|--|
| 1 | Approved | Extension of Review Period for 2232 Application (Dranesville District) |
| 2 | Approved | Approval of "\$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Manorview Way (Franconia District) |
| 3 | Approved | Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Hampton Creek Way (Franconia District) |
| 4 | Approved | Designation of Plans Examiner Status Under the Expedited Land Development Review Program |
| 5 | Approved | Authorization to Advertise a Public Hearing to Adopt an Ordinance Requesting an Increase in Frequency and/or Duration of Events of Specified Designated Outdoor Refreshment Area Licenses Under Va. Code § 4.1-206.3(D)(2)(c) |
| 6 | Approved | Authorization to Advertise a Public Hearing to Consider the Creation of the Huntington Central Community Development Authority (Mount Vernon District) |
| 7 | Approved | Authorization for the Fairfax-Falls Church Community Services Board to Apply for Grant Funding from the Virginia Opioid Abatement Authority for a Cooperative Partnership Grant, Utilize the County's FY 2023 Noncompetitive Individual Opioid Abatement Authority Share as the Local Match, and Apply for the Opioid Abatement Authority Gold Standard Financial Incentive and Adopt a Corresponding Resolution |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 11, 2023**

**ADMINISTRATIVE
ITEMS
(continued)**

- 8 **Approved** Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services for Supplemental Funding Associated with the Head Start/Early Head Start and Early Head Start Child Care Partnership and Expansion Grants for Cost-of-Living Adjustment and Quality Improvement Funding
- 9 **Approved** Authorization to Advertise Public Hearings on the Readoption of the Zoning Ordinance as Amended through March 22, 2023

ACTION ITEMS

- 1 **Approved** Approval of an Amended Parking Reduction for 13515 Dulles Technology Drive (Dranesville District)
- 2 **Approved** Board Endorsement of Design Plans for Frontier Drive Extension Project (Franconia District)
- 3 **Approved** Approval of Fairfax Connector Fare Policy Change
- 4 **Approved** Adoption of a Resolution Approving the Issuance of Industrial Development Authority Health Care Revenue Bonds (Inova Health System Project) Series 2023
- 5 **Approved** Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Chowan Avenue Stormwater Improvement Project (Mason District)
- 6 **Approved** Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Tripps Run at Barrett Road Flood Mitigation Project (Mason District)
- 7 **Approved** Grant Agreement Between the Virginia Resources Authority and Fairfax County for the County Regulated Floodplain Map Updates
- 8 **Approved** Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Tucker Avenue Stormwater Improvement Project (Dranesville District)
- 9 **Approved** Adoption of the 2023 Comprehensive Plan Amendment Work Program, Including Certain Proposed Countywide Site-Specific Plan Amendment (SSPA) Nominations

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 11, 2023**

**ACTION ITEMS
(continued)**

10 **Approved** Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Private Activity Revenue Bonds or Notes in an Amount Not to Exceed \$99,000,000 to Finance the 265-Unit Dominion North Four Portion of the Proposed Dominion Square Development (Hunter Mill District)

11 **Approved** Approval of Funding Allocations for Pedestrian and Bicycle Improvement Projects and Facility Maintenance

CLOSED SESSION

Done Closed Session

**PUBLIC
HEARINGS**

2:30 **Indefinitely
Deferred** Public Hearing on SE 2021-MV-00018 (Olde Towne Pet Resort Springfield, LLC) (Mount Vernon District)

2:30 **Public Hearing
deferred to 5/23/23
at 3:30 p.m.** Public Hearing on SE 2022-DR-00034 (Montessori School of McLean) (Dranesville District)

2:30 **Public Hearing
deferred to 5/23/23
at 4:00 p.m.** Public Hearing on SEA 95-M-029-02 (McDonald's Corporation) (Mason District)

3:00 **Approved** Public Hearing on Proposed Plan Amendment 2022-CW-3CP Renaming of Lee Supervisor District to Franconia Supervisor District

3:00 **Public Hearing
held; Decision
Deferred** Public Hearing on the FY 2024 Effective Tax Rate Increase

3:00 **Public Hearing
held; Decision
Deferred** Public Hearing on Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Availability Charges (Including the Fixture Unit Rate), Service Charges, Base Charges, and Hauled Wastewater Charges

4:00 **Held; Public
Hearing continued
to 4/12/2023** Public Hearing on the County Executive's Proposed FY 2024 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2024-2028 (CIP) (With Future Fiscal Years to 2033) and the Current Appropriation Level in the FY 2023 Revised Budget Plan



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
April 11, 2023

9:30 a.m.

PRESENTATIONS

- RESOLUTION — To recognize the Justice High School Girls Swim Team members for their wins in the Virginia High School Class 6A State Championship. Requested by Chairman McKay and Supervisor Gross.
- RESOLUTION — To recognize the Hayfield High School Boys Basketball Team for winning the Virginia High School Class 6A State Championship. Requested by Chairman McKay and Supervisors Storck and Lusk.
- RESOLUTION — To recognize the Chantilly High School, McLean High School, and West Springfield High School recipients of the 2023 First Amendment Press Freedom Award. Requested by Supervisors Smith, Foust, and Herryty.
- PROCLAMATION — To designate the week of April 9-15, 2023, as Public Safety Telecommunicators Week. Requested by Chairman McKay.

STAFF:

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

Board Agenda Item
April 11, 2023

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
April 11, 2023

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
April 11, 2023

ADMINISTRATIVE - 1

Extension of Review Period for 2232 Application (Dranesville District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-2023-DR-00007.

TIMING:

Board action is requested on April 11, 2023, to extend the review period for the application to February 8, 2024, prior to expiration of the initial 60-day period on May 5, 2023.

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 full length of an extension period may not be necessary, and any extension is not intended to set a date for final action.

PROJECT DESCRIPTION:

Fairfax County Public Schools - Department of Facilities and Transportation Services is requesting a 2232 approval for the planned renovation and addition to the existing Dranesville Elementary School. This project is funded through the 2021 FCPS Bond Referendum and is included in the 2023-2027 Capital Improvement Program. The extension period request is to allow the applicant sufficient time to complete the 2232 review.

The review period for the following application should be extended:

Board Agenda Item
April 11, 2023

2232-2023-DR-00007 Dranesville Elementary School
Tax Map No. 10-2 ((1)) 3K
1515 Powells Tavern Pl, Herndon, VA 20170
Dranesville District
Accepted March 6, 2023
Extend to February 8, 2024

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Rachel Flynn, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Salem Bush, Branch Chief, Facilities and Plan Development Branch, Planning Division,
(DPD)
Mohamed Ali, Planner, Facilities and Plan Development Branch, Planning Division,
(DPD)

Board Agenda Item
April 11, 2023

ADMINISTRATIVE - 2

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Manorview Way (Franconia 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:

- Manorview Way from Masondale Road to Still Spring Place (Franconia 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 April 11, 2023, 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.

Manorview Way (Franconia District) meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On July 21, 2022, FCDOT received verification from the Franconia District Supervisor’s office confirming community support.

Board Agenda Item
April 11, 2023

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 – Manorview Way

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

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
MANORVIEW WAY
FRANCONIA 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, April 11, 2023, 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 Manorview Way from Masondale Road to Still Spring Place. 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 Manorview Way.

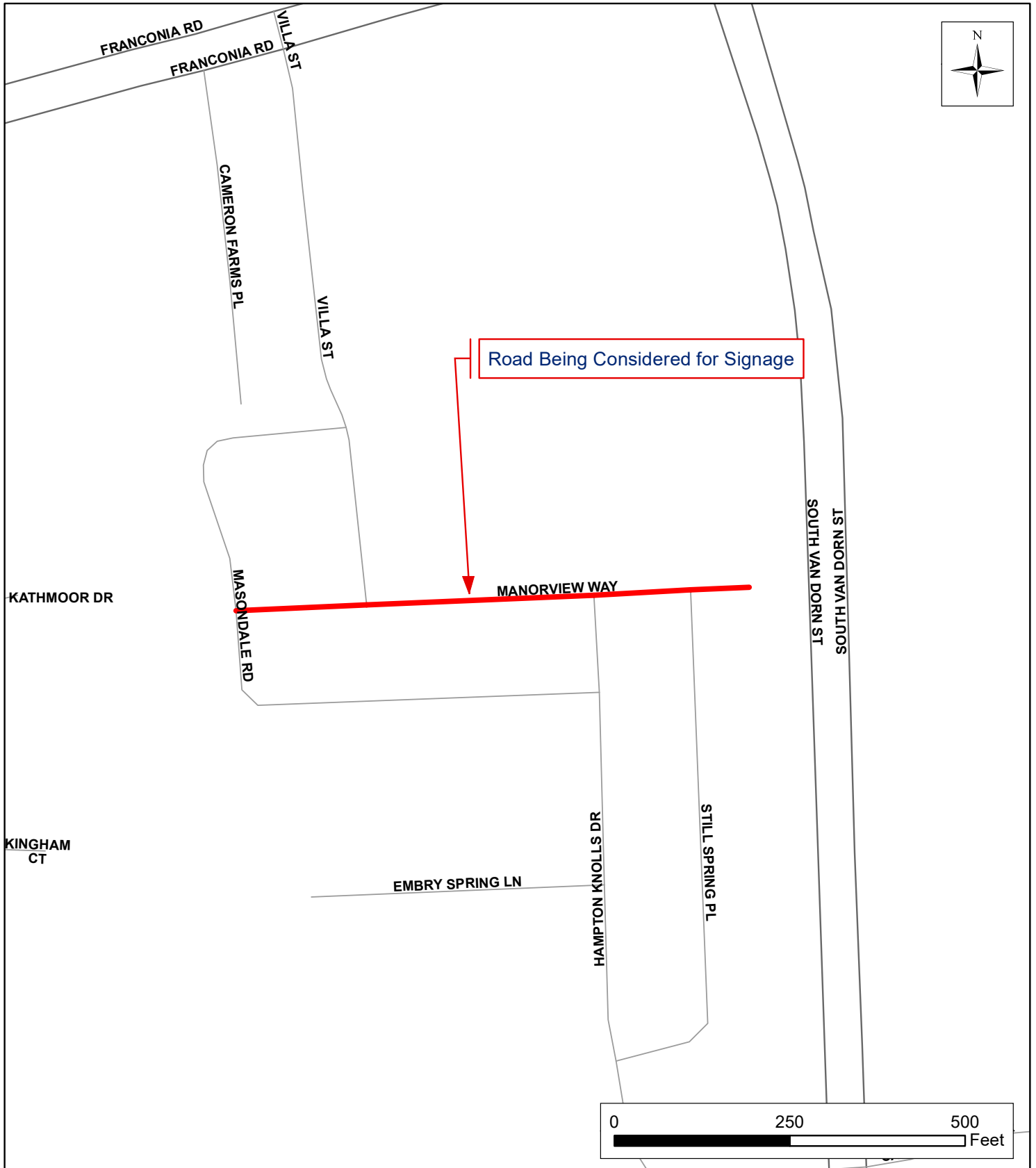
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Manorview Way from Masondale Road to Still Spring Place.

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 11th day of April, 2023.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 81-4

Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Manorview Way
Franconia District

February 2023



Board Agenda Item
April 11, 2023

ADMINISTRATIVE - 3

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Hampton Creek Way (Franconia 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 Hampton Creek Way (Franconia 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 April 11, 2023, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

On February 24, 2023, FCDOT received verification from the Franconia District Supervisor’s Office confirming community support for one “Watch for Children” sign on Hampton Creek Way.

FISCAL IMPACT:

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

Board Agenda Item
April 11, 2023

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation FCDOT

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Planning Technician, Traffic Engineering Section, FCDOT

ADMINISTRATIVE - 4

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

ISSUE:

Board of Supervisors' action to designate two individuals and reappoint two individuals as Plans Examiners to participate in the Expedited Land Development Review Program pursuant to the adopted criteria and recommendation of the Advisory Plans Examiner Board (APEB) to designate nine individuals as inactive.

RECOMMENDATION:

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

- Designate the following individuals, identified with their registration numbers, as a Plans Examiner:

Brent Boggs	#347
Eric Bogumil	#348

- Designate the following individual(s), identified with their registration numbers, as inactive Plans Examiners:

Clinton Abernathy	#116 (Retired)
M. Shahab Baig	#208 (Retired)
Travis D'Amico	#293 (Moved out of area)
Ann Germain	#80 (Retired)
Mohamed Kadasi	#248 (Retired)
Joe Kiffe	#337 (Moved out of area)
Lance Kilby	#190
Leo Ratchford	#203 (Retired)
Bijan Sistani	#227 (Retired)

TIMING:

Board approval is requested on April 11, 2023.

Board Agenda Item
April 11, 2023

BACKGROUND:

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

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

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of their applications and credentials, the APEB has found that the candidates listed above satisfy these requirements. These findings are documented in a letter dated February 21, 2023, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Jeffrey C. McKay.

Inactive Status: Chapter 117 requires Plans Examiners to participate in the Board adopted Continuing Education Program. In Agreement with the requirements of Section 117-1-3(a), and subject to Board approval, the APEB will recommend designation of inactive status for individuals electing not to pursue the continuing education program. This status designation continues until and if they wish to reactivate their Designated Plans Examiner (DPE) status by completing the continuing education requirements. An inactive status makes these individuals ineligible to participate in the expedited plan process procedure. Individuals are provided with information concerning requirements for reinstatement as an active DPE at the time they are placed in inactive status. These findings are documented in a letter dated February 21, 2023, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Jeffrey C. McKay.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Two letters dated 2/21/2023, from Chairman James H. Scanlon
Attachment II – Memorandum dated 2/28/2023, from Director William D. Hicks, Land Development Services to Chairman Jeffrey C. McKay

STAFF:

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



Engineers & Surveyors Institute

"a public/private partnership"

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

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Bohler Engineering, P.C.

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Dewberry

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Fairfax County - SDID

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Town of Leesburg

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J2 Engineering

John Cummings, P.E.
Rinker Design Associates, P.C

Brian Doffmeyer
City of Alexandria, T&ES

Alex Faghri, Ph.D.
Virginia Department of Transportation

Ann O. Germain, P.E.
christopher consultants, ltd.

Paul R. Johnson, P.E.
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Matthew K. Koirtzohann
Bowman Consulting Group

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A. Murton Thomas & Associates, Inc.

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Smith Engineering

Ross Stilling
Fairfax Water

Anita M. Tierney
Loudoun County, B&D

Patrick Veltri
ESE Consultants, Inc.

Susan S. Walford, C.I.A. AICP
Pennoni Associates

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Kevin E. Murray, P.E.
Tri-Tek Engineering.

Executive Director
Jeffrey L. Blackford, P.E.

February 21, 2023

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

Chairman McKay:

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

Name	Reg. No
Brent Boggs	347
Eric Bogumil	348

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

Sincerely,

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



Engineers & Surveyors Institute

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

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J2 Engineering

Phillip DeLeon, P.E.
VA Dept. Rail & Public Transportation

Alex Faghri, Ph.D.
Virginia Department of Transportation

Glen Faunce
Dewberry

Ann O. Germain, P.E.
christopher consultants, Intl.

Latheasha Hinton
City of Alexandria, T&ES

Paul B. Johnson, P.E.
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J. Keith Sinclair, Jr., P.E.
A. Morton Thomas & Associates, Inc.,

Blake A. Smith, P.E.
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Gordon

Susan S. Wolford, CIA, AICP
Pennoni Associates

Current Past Chairman
John Cummings, P.E.
Rinker Design Associates, P.C.

Executive Director
Jeffrey L. Blackford, P.E.

February 21, 2023

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

Chairman McKay:

The Board of Supervisors approved the following individuals as Designated Plans Examiners:

<u>Name</u>	<u>Reg. Number</u>
Clinton Abernathy	#116 (Retired)
M, Shahab Baig	#208 (Retired)
Travis D'Amico	#293 (Moved out of area)
Ann Germain	#80 (Retired)
Mohamed Kadasi	#248 (Retired)
Joe Kiffe	#337 (Moved out of area)
Lance Kilby	#190
Leo Ratchford	#203 (Retired)
Bijan Sistani	#227 (Retired)

However, they have elected not to pursue the continuing education requirements at this time. It is recommended that their status become inactive until and if they wish to reactivate their status by completing their continuing education requirements. As such, they would no longer be eligible to participate in the expedited plan process procedure.

Following the Board of Supervisors' approval of this recommendation, each will be notified of his/her status change, as well as the procedure to be followed for reinstatement.

Sincerely,

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



County of Fairfax, Virginia

MEMORANDUM

DATE: March 31, 2023

TO: Chairman Jeffrey C. McKay
Board of Supervisors

FROM: William D. Hicks, P.E., Director
Department of Land Development Services

SUBJECT: Designation of Plans Examiner Status under the Expedited Land Development Review Program

DS
WDH

Please review two attached letters from James H. Scanlon, Chairman of the Advisory Plans Examiner Board (APEB).

In Mr. Scanlon’s letters, he details the recommendations of the APEB that the Board of Supervisors inactivate nine individuals as Designated Plans Examiners and appoint two individuals as Designated Plans Examiners.

The Department of Land Development Services plans to forward an Administrative Item for the April 11th, 2023, Board of Supervisors meeting.

Attachment: As Stated

cc: Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive

Department of Land Development Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035-5503
Phone 703-324-1780 • TTY 711 • FAX 703-653-6678
www.fairfaxcounty.gov



Board Agenda Item
April 11, 2023

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing to Adopt an Ordinance Requesting an Increase in Frequency and/or Duration of Events of Specified Designated Outdoor Refreshment Area Licenses Under Va. Code § 4.1-206.3(D)(2)(c)

ISSUE:

The Reston Town Center Association (RTCA) is a “designated outdoor refreshment area” (DORA) licensee under *Virginia Code § 4.1-206.3(D)(2)(c)* (see Attachment 1). It seeks to increase its event limit from 16 to 50 DORA events per year, following the requested adoption of an ordinance by the Board of Supervisors.

RECOMMENDATION:

The County Executive recommends authorizing the proposed County Code amendment for advertisement so the Board can consider adopting the ordinance set forth in Attachment 2.

TIMING:

Board action is requested on April 11, 2023, to provide sufficient time to advertise the proposed Board of Supervisors public hearing on May 9, 2023, at 4:00 p.m.

BACKGROUND:

In 2021, the General Assembly amended *Virginia Code § 4.1-206.3(D)(2)(c)* to create a “designated outdoor refreshment area” (DORA) license. By statute, a licensee is allowed up to 16 events, each of which may last no longer than three consecutive days. The Virginia Alcoholic Beverage Control Authority may increase the frequency and duration of events after a locality adopts an ordinance to request an increase. The ordinance must include the size and scope of the area in which the events will be held, a public safety plan, and any other considerations deemed necessary by the ABC Board. RTCA has asked the Board to adopt an ordinance to increase its event limit up to 50 events per year (see RTCA letter, Attachment 3). RTCA will reach its 16-event limit before July, so it asks the Board to adopt an ordinance before it reaches that limit. As the property would still be subject to zoning regulations, RTCA’s proposed events may require administrative permit(s) approval.

Board Agenda Item
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REGULATORY IMPACT:

The proposed ordinance would allow for an increase in the event limit for RTCA's DORA events. Future requests for an increase in event frequency and/or duration of other DORA licenses, if any, would also be codified in Appendix W, if adopted.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Code § 4.1-206.3(D)(2)(c)

Attachment 2 – Proposed ordinance (new Appendix W to the County Code) **both redline and clean**

Attachment 3 – RTCA's January 20, 2023, letter to Supervisor Alcorn

STAFF:

Rachel Flynn, Deputy County Executive

Thomas G. Arnold, Deputy County Executive

Tracy D. Strunk, Director, Department of Planning and Development

Captain Robert Hines, Office of the Chief of Police, Planning & Research Bureau,
Fairfax County Police Department

ASSIGNED COUNSEL:

Laura S. Gori, Senior Assistant County Attorney

Code of Virginia

Title 4.1. Alcoholic Beverage and Cannabis Control

Subtitle I. Alcoholic Beverage Control Act

Chapter 2. Administration of Licenses

Article 2. Licenses Granted by Board; Limitations; Revocation and Suspension

§ 4.1-206.3. (Effective until July 1, 2024) Retail licenses

A. The Board may grant the following mixed beverages licenses:

1. Mixed beverage restaurant licenses, which shall authorize the licensee to sell and serve mixed beverages for on-premises consumption in dining areas and other designated areas of such restaurant or off-premises consumption. Such license may be granted only to persons (i) who operate a restaurant and (ii) whose gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after issuance of such license, amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food. For the purposes of this subdivision, other designated areas shall include outdoor dining areas, whether or not contiguous to the licensed premises, which outdoor dining areas may have more than one means of ingress and egress to an adjacent public thoroughfare, provided such areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

If the restaurant is located on the premises of a hotel or motel with no fewer than four permanent bedrooms where food and beverage service is customarily provided by the restaurant in designated areas, bedrooms, and other private rooms of such hotel or motel, such licensee may (a) sell and serve mixed beverages for on-premises consumption in such designated areas, bedrooms, and other private rooms or off-premises consumption and (b) sell spirits packaged in original closed containers purchased from the Board for on-premises consumption to registered guests and at scheduled functions of such hotel or motel only in such bedrooms or private rooms. However, with regard to a hotel classified as a resort complex, the Board may authorize the sale and on-premises consumption of alcoholic beverages in all areas within the resort complex deemed appropriate by the Board. Nothing herein shall prohibit any person from keeping and consuming his own lawfully acquired spirits in bedrooms or private rooms.

If the restaurant is located on the premises of and operated by a private, nonprofit, or profit club exclusively for its members and their guests, or members of another private, nonprofit, or profit club in another city with which it has an agreement for reciprocal dining privileges, such license shall also authorize the licensees to (1) sell and serve mixed beverages for on-premises or off-premises consumption and (2) sell spirits that are packaged in original closed containers with a maximum capacity of two fluid ounces or 50 milliliters and purchased from the Board for on-premises consumption. Where such club prepares no food in its restaurant but purchases its food requirements from a restaurant licensed by the Board and located on another portion of the premises of the same hotel or motel building, this fact shall not prohibit the granting of a license by the Board to such club qualifying in all other respects. The club's gross receipts from the sale of nonalcoholic beverages consumed on the premises and food resold to its members and guests and consumed on the premises shall amount to at least 45 percent of its gross receipts from the sale of mixed beverages and food. The food sales made by a restaurant to such a club shall be excluded in any consideration of the qualifications of such restaurant for a license from the

Board.

If the restaurant is located on the premises of and operated by a municipal golf course, the Board shall recognize the seasonal nature of the business and waive any applicable monthly food sales requirements for those months when weather conditions may reduce patronage of the golf course, provided that prepared food, including meals, is available to patrons during the same months. The gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after the issuance of such license, shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food on an annualized basis.

If the restaurant is located on the premises of and operated by a culinary lodging resort, such license shall authorize the licensee to (A) sell alcoholic beverages, without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises, for off-premises consumption or for on-premises consumption in areas upon the licensed premises approved by the Board and other designated areas of the resort, including outdoor areas under the control of the licensee, and (B) permit the possession and consumption of lawfully acquired alcoholic beverages by persons to whom overnight lodging is being provided in bedrooms and private guest rooms.

If the restaurant is located on the premises of a mixed beverage casino licensee owned by an operator licensed under Article 3 (§ 58.1-4108 et seq.) of Chapter 41 of Title 58.1, such mixed beverage restaurant license shall authorize the licensee to sell alcoholic beverages for on-premises consumption on the licensed premises of the restaurant during all hours of operation of the mixed beverage casino licensee. Any alcoholic beverages purchased from such restaurant may be (I) taken onto the premises of the mixed beverage casino licensee and (II) possessed or consumed in areas designated by the Board, after consultation with the mixed beverage casino licensee. Designated areas may include any areas on the premises of the mixed beverage casino licensee, including entertainment venues, conference rooms, private rooms, hotels, pools, marinas, or green spaces. Alcoholic beverages purchased from a restaurant pursuant to this subdivision shall be contained in glassware or a paper, plastic, or similar disposable container that clearly displays the name or logo of the restaurant from which the alcoholic beverage was purchased.

The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption and in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

2. Mixed beverage caterer's licenses, which may be granted only to a person regularly engaged in the business of providing food and beverages to others for service at private gatherings or at special events, which shall authorize the licensee to sell and serve alcoholic beverages for on-premises consumption. The annual gross receipts from the sale of food cooked and prepared for service and nonalcoholic beverages served at gatherings and events referred to in this subdivision shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food.

3. Mixed beverage limited caterer's licenses, which may be granted only to a person regularly engaged in the business of providing food and beverages to others for service at private gatherings or at special events, not to exceed 12 gatherings or events per year, which shall

authorize the licensee to sell and serve alcoholic beverages for on-premises consumption. The annual gross receipts from the sale of food cooked and prepared for service and nonalcoholic beverages served at gatherings and events referred to in this subdivision shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food.

4. Mixed beverage carrier licenses to persons operating a common carrier of passengers by train, boat, bus, or airplane, which shall authorize the licensee to sell and serve mixed beverages anywhere in the Commonwealth to passengers while in transit aboard any such common carrier, and in designated rooms of establishments of air carriers at airports in the Commonwealth. For purposes of supplying its airplanes, as well as any airplanes of a licensed express carrier flying under the same brand, an air carrier licensee may appoint an authorized representative to load alcoholic beverages onto the same airplanes and to transport and store alcoholic beverages at or in close proximity to the airport where the alcoholic beverages will be delivered onto airplanes of the air carrier and any such licensed express carrier. The air carrier licensee shall (i) designate for purposes of its license all locations where the inventory of alcoholic beverages may be stored and from which the alcoholic beverages will be delivered onto airplanes of the air carrier and any such licensed express carrier and (ii) maintain records of all alcoholic beverages to be transported, stored, and delivered by its authorized representative. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

5. Annual mixed beverage motor sports facility licenses, which shall authorize the licensee to sell mixed beverages, in paper, plastic, or similar disposable containers or in single original metal cans, during scheduled events, as well as events or performances immediately subsequent thereto, to patrons in all dining facilities, seating areas, viewing areas, walkways, concession areas, or similar facilities, for on-premises consumption. Such license may be granted to persons operating food concessions at an outdoor motor sports facility that (i) is located on 1,200 acres of rural property bordering the Dan River and has a track surface of 3.27 miles in length or (ii) hosts a NASCAR national touring race. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

6. Limited mixed beverage restaurant licenses, which shall authorize the licensee to sell and serve dessert wines as defined by Board regulation and no more than six varieties of liqueurs, which liqueurs shall be combined with coffee or other nonalcoholic beverages, for on-premises consumption in dining areas of the restaurant or off-premises consumption. Such license may be granted only to persons who operate a restaurant and in no event shall the sale of such wine or liqueur-based drinks, together with the sale of any other alcoholic beverages, exceed 10 percent of the total annual gross sales of all food and alcoholic beverages. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

7. Annual mixed beverage performing arts facility licenses, which shall (i) authorize the licensee to sell, on the dates of performances or events, alcoholic beverages in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption in all seating areas, concourses, walkways, concession areas, similar facilities, and other areas upon the licensed premises approved by the Board and (ii) automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1. Such licenses may be granted to the following:

a. Corporations or associations operating a performing arts facility, provided the performing arts facility (i) is owned by a governmental entity; (ii) is occupied by a for-profit entity under a bona fide lease, the original term of which was for more than one year's duration; and (iii) has been rehabilitated in accordance with historic preservation standards;

b. Persons operating food concessions at any performing arts facility located in the City of Norfolk or the City of Richmond, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has a capacity in excess of 1,400 patrons; (iii) has been rehabilitated in accordance with historic preservation standards; and (iv) has monthly gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises that meet or exceed the monthly minimum established by Board regulations for mixed beverage restaurants;

c. Persons operating food concessions at any performing arts facility located in the City of Waynesboro, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has a total capacity in excess of 550 patrons; and (iii) has been rehabilitated in accordance with historic preservation standards;

d. Persons operating food concessions at any performing arts facility located in the arts and cultural district of the City of Harrisonburg, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has been rehabilitated in accordance with historic preservation standards; (iii) has monthly gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises that meet or exceed the monthly minimum established by Board regulations for mixed beverage restaurants; and (iv) has a total capacity in excess of 900 patrons;

e. Persons operating food concessions at any multipurpose theater located in the historical district of the Town of Bridgewater, provided that the theater (i) is owned and operated by a governmental entity and (ii) has a total capacity in excess of 100 patrons;

f. Persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that has seating for more than 20,000 persons and is located in Prince William County or the City of Virginia Beach;

g. Persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that has seating for more than 5,000 persons and is located in the City of Alexandria or the City of Portsmouth; or

h. Persons operating food concessions at any corporate and performing arts facility located in Fairfax County, provided that the corporate and performing arts facility (i) is occupied under a bona fide long-term lease, management, or concession agreement, the original term of which was more than one year and (ii) has a total capacity in excess of 1,400 patrons. Such license shall authorize the sale, on the dates of performances or events, of alcoholic beverages for on-premises consumption in areas upon the licensed premises approved by the Board.

8. Combined mixed beverage restaurant and caterer's licenses, which may be granted to any restaurant or hotel that meets the qualifications for both a mixed beverage restaurant pursuant to subdivision 1 and mixed beverage caterer pursuant to subdivision 2 for the same business location, and which license shall authorize the licensee to operate as both a mixed beverage restaurant and mixed beverage caterer at the same business premises designated in the license, with a common alcoholic beverage inventory for purposes of the restaurant and catering operations. Such licensee shall meet the separate food qualifications established for the mixed beverage restaurant license pursuant to subdivision 1 and mixed beverage caterer's license pursuant to subdivision 2. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

9. Bed and breakfast licenses, which shall authorize the licensee to (i) serve alcoholic beverages in dining areas, private guest rooms, and other designated areas to persons to whom overnight lodging is being provided, with or without meals, for on-premises consumption only in such rooms and areas, and without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises and (ii) permit the consumption of lawfully acquired alcoholic beverages by persons to whom overnight lodging is being provided in (a) bedrooms or private guest rooms or (b) other designated areas of the bed and breakfast establishment. For purposes of this subdivision, "other designated areas" includes outdoor dining areas, whether or not contiguous to the licensed premises, which may have more than one means of ingress and egress to an adjacent public thoroughfare, provided that such outdoor dining areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

10. Museum licenses, which may be issued to nonprofit museums exempt from taxation under § 501(c)(3) of the Internal Revenue Code, which shall authorize the licensee to (i) permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by any bona fide member and guests thereof and (ii) serve alcoholic beverages on the premises of the licensee to any bona fide member and guests thereof. However, alcoholic beverages shall not be sold or charged for in any way by the licensee. The privileges of this license shall be limited to the premises of the museum, regularly occupied and utilized as such.

11. Motor car sporting event facility licenses, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by patrons thereof during such events. However, alcoholic beverages shall not be sold or charged for in any way, directly or indirectly, by the licensee. The privileges of this license shall be limited to those areas of the licensee's premises designated by the Board that are regularly occupied and utilized for motor car sporting events.

12. Commercial lifestyle center licenses, which may be issued only to a commercial owners'

association governing a commercial lifestyle center, which shall authorize any retail on-premises restaurant licensee that is a tenant of the commercial lifestyle center to sell alcoholic beverages to any bona fide customer to whom alcoholic beverages may be lawfully sold for consumption on that portion of the licensed premises of the commercial lifestyle center designated by the Board, including (i) plazas, seating areas, concourses, walkways, or such other similar areas and (ii) the premises of any tenant location of the commercial lifestyle center that is not a retail licensee of the Board, upon approval of such tenant, but excluding any parking areas. Only alcoholic beverages purchased from such retail on-premises restaurant licensees may be consumed on the licensed premises of the commercial lifestyle center, and such alcoholic beverages shall be contained in paper, plastic, or similar disposable containers with the name or logo of the restaurant licensee that sold the alcoholic beverage clearly displayed. Alcoholic beverages shall not be sold or charged for in any way by the commercial lifestyle center licensee. The licensee shall post appropriate signage clearly demarcating for the public the boundaries of the licensed premises; however, no physical barriers shall be required for this purpose. The licensee shall provide adequate security for the licensed premises to ensure compliance with the applicable provisions of this subtitle and Board regulations.

13. Mixed beverage port restaurant licenses, which shall authorize the licensee to sell and serve mixed beverages for consumption in dining areas and other designated areas of such restaurant. Such license may be granted only to persons operating a business (i) that is primarily engaged in the sale of meals; (ii) that is located on property owned by the United States government or an agency thereof and used as a port of entry to or egress from the United States; and (iii) whose gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after issuance of such license, amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food. For the purposes of this subdivision, other designated areas shall include outdoor dining areas, whether or not contiguous to the licensed premises, which outdoor dining areas may have more than one means of ingress and egress to an adjacent public thoroughfare, provided such areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

14. Annual mixed beverage special events licenses to (i) a duly organized nonprofit corporation or association operating either a performing arts facility or an art education and exhibition facility; (ii) a nonprofit corporation or association chartered by Congress for the preservation of sites, buildings, and objects significant in American history and culture; (iii) persons operating an agricultural event and entertainment park or similar facility that has a minimum of 50,000 square feet of indoor exhibit space and equine and other livestock show areas, which includes barns, pavilions, or other structures equipped with roofs, exterior walls, and open-door or closed-door access; or (iv) a locality for special events conducted on the premises of a museum for historic interpretation that is owned and operated by the locality. The operation in all cases shall be upon premises owned by such licensee or occupied under a bona fide lease, the original term of which was for more than one year's duration. Such license shall authorize the licensee to sell alcoholic beverages during scheduled events and performances for on-premises consumption in areas upon the licensed premises approved by the Board.

15. Mixed beverage casino licenses, which shall authorize the licensee to (i) sell and serve mixed beverages for on-premises consumption in areas designated by the Board, after consultation with the mixed beverage casino licensee, without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises and (ii) provide complimentary mixed beverages to patrons for on-premises consumption in private areas or restricted access areas designated by the Board, after consultation with the mixed beverage casino licensee. Designated areas may include any areas on the premises of the mixed beverage casino licensee, including entertainment venues, private rooms, conference rooms, hotels, pools, marinas, or green spaces. The granting of a license pursuant to this subdivision shall authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption and in closed containers for off-premises consumption in accordance with the provisions of this subdivision governing mixed beverages; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1. Notwithstanding any law or regulation to the contrary, a mixed beverage casino licensee may exercise the privileges of its license as set forth in this subdivision during all hours of operation of the casino gaming establishment; however, such licensee shall not sell wine or beer for off-premises consumption between the hours of 12 a.m. and 6 a.m.

A mixed beverage casino licensee may (a) provide patrons gifts of alcoholic beverages in closed containers for personal consumption off the licensed premises or in areas designated by the Board, after consultation with the mixed beverage casino licensee, and (b) enable patrons who participate in a loyalty or reward credit program to redeem credits for the purchase of alcoholic beverages for on-premises consumption. A summary of the operation of such loyalty or reward credit program shall be provided to the Board upon request.

A mixed beverage casino license may only be issued to a casino gaming establishment owned by an operator licensed under Article 3 (§ 58.1-4108 et seq.) of Chapter 41 of Title 58.1.

B. The Board may grant an on-and-off-premises wine and beer license to the following:

1. Hotels, restaurants, and clubs, which shall authorize the licensee to sell wine and beer (i) in closed containers for off-premises consumption or (ii) for on-premises consumption, either with or without meals, in dining areas and other designated areas of such restaurants, or in dining areas, private guest rooms, and other designated areas of such hotels or clubs, for consumption only in such rooms and areas. However, with regard to a hotel classified by the Board as (a) a resort complex, the Board may authorize the sale and consumption of alcoholic beverages in all areas within the resort complex deemed appropriate by the Board or (b) a limited service hotel, the Board may authorize the sale and consumption of alcoholic beverages in dining areas, private guest rooms, and other designated areas to persons to whom overnight lodging is being provided, for on-premises consumption in such rooms or areas, and without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises, provided that at least one meal is provided each day by the hotel to such guests. With regard to facilities registered in accordance with Chapter 49 (§ 38.2-4900 et seq.) of Title 38.2 as continuing care communities that are also licensed by the Board under this subdivision, any resident may, upon authorization of the licensee, keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas covered by the license. For purposes of this subdivision, "other designated areas" includes outdoor dining areas, whether or not contiguous to the licensed premises, which may have more than one means of ingress and egress to an adjacent public thoroughfare, provided that such outdoor dining areas are under the control of the licensee and approved by the Board.

Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

2. Hospitals, which shall authorize the licensee to sell wine and beer (i) in the rooms of patients for their on-premises consumption only in such rooms, provided the consent of the patient's attending physician is first obtained or (ii) in closed containers for off-premises consumption.

3. Rural grocery stores, which shall authorize the licensee to sell wine and beer for on-premises consumption or in closed containers for off-premises consumption. No license shall be granted unless (i) the grocery store is located in any town or in a rural area outside the corporate limits of any city or town and (ii) it appears affirmatively that a substantial public demand for such licensed establishment exists and that public convenience and the purposes of this subtitle will be promoted by granting the license.

4. Coliseums, stadiums, and racetracks, which shall authorize the licensee to sell wine and beer during any event and immediately subsequent thereto to patrons within all seating areas, concourses, walkways, concession areas, and additional locations designated by the Board (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at coliseums, stadiums, racetracks, or similar facilities.

5. Performing arts food concessionaires, which shall authorize the licensee to sell wine and beer during the performance of any event to patrons within all seating areas, concourses, walkways, or concession areas, or other areas approved by the Board (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that (a) has seating for more than 20,000 persons and is located in Prince William County or the City of Virginia Beach; (b) has seating or capacity for more than 3,500 persons and is located in the County of Albemarle, Alleghany, Augusta, Nelson, Pittsylvania, or Rockingham or the City of Charlottesville, Danville, or Roanoke; or (c) has capacity for more than 9,500 persons and is located in Henrico County.

6. Exhibition halls, which shall authorize the licensee to sell wine and beer during the event to patrons or attendees within all seating areas, exhibition areas, concourses, walkways, concession areas, and such additional locations designated by the Board in such facilities (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at exhibition or exposition halls, convention centers, or similar facilities located in any county operating under the urban county executive form of government or any city that is completely surrounded by such county. For purposes of this subdivision, "exhibition or exposition hall" and "convention centers" mean facilities conducting private or public trade shows or exhibitions in an indoor facility having in excess of 100,000 square feet of floor space.

7. Concert and dinner-theaters, which shall authorize the licensee to sell wine and beer during events to patrons or attendees within all seating areas, exhibition areas, concourses, walkways, concession areas, dining areas, and such additional locations designated by the Board in such facilities, for on-premises consumption or in closed containers for off-premises consumption. Persons licensed pursuant to this subdivision shall serve food, prepared on or off premises, whenever wine or beer is served. Such licenses may be granted to persons operating concert or dinner-theater venues on property fronting Natural Bridge School Road in Natural Bridge Station and formerly operated as Natural Bridge High School.

8. Historic cinema houses, which shall authorize the licensee to sell wine and beer, either with or without meals, during any showing of a motion picture to patrons to whom alcoholic beverages may be lawfully sold, for on-premises consumption or in closed containers for off-premises consumption. The privileges of this license shall be limited to the premises of the historic cinema house regularly occupied and utilized as such.

9. Nonprofit museums, which shall authorize the licensee to sell wine and beer for on-premises consumption or in closed containers for off-premises consumption in areas approved by the Board. Such licenses may be granted to persons operating a nonprofit museum exempt from taxation under § 501(c)(3) of the Internal Revenue Code, located in the Town of Front Royal, and dedicated to educating the consuming public about historic beer products. The privileges of this license shall be limited to the premises of the museum, regularly occupied and utilized as such.

C. The Board may grant the following off-premises wine and beer licenses:

1. Retail off-premises wine and beer licenses, which may be granted to a convenience grocery store, delicatessen, drugstore, gift shop, gourmet oyster house, gourmet shop, grocery store, or marina store as defined in § 4.1-100 and Board regulations. Such license shall authorize the licensee to sell wine and beer in closed containers for off-premises consumption and, notwithstanding the provisions of § 4.1-308, to give to any person to whom wine or beer may be lawfully sold a sample of wine or beer for on-premises consumption; however, no single sample shall exceed four ounces of beer or two ounces of wine and no more than 12 ounces of beer or five ounces of wine shall be served to any person per day. The licensee may also give samples of wine and beer in designated areas at events held by the licensee for the purpose of featuring and educating the consuming public about the alcoholic beverages being tasted. With the consent of the licensee, farm wineries, wineries, breweries, distillers, and wholesale licensees or authorized representatives of such licensees may participate in such tastings, including the pouring of samples. The licensee shall comply with any food inventory and sales volume requirements established by Board regulation.

2. Gourmet brewing shop licenses, which shall authorize the licensee to sell to any person to whom wine or beer may be lawfully sold, ingredients for making wine or brewing beer, including packaging, and to rent to such persons facilities for manufacturing, fermenting, and bottling such wine or beer, for off-premises consumption in accordance with subdivision 6 of § 4.1-200.

3. Confectionery licenses, which shall authorize the licensee to prepare and sell on the licensed premises for off-premises consumption confectionery that contains five percent or less alcohol by volume. Any alcohol contained in such confectionery shall not be in liquid form at the time such confectionery is sold.

D. The Board may grant the following banquet, special event, and tasting licenses:

1. Per-day event licenses.

a. Banquet licenses to persons in charge of private banquets, and to duly organized nonprofit corporations or associations in charge of special events, which shall authorize the licensee to sell or give wine and beer in rooms or areas approved by the Board for the occasion for on-premises consumption in such rooms or areas. Licensees who are nonprofit corporations or associations conducting fundraisers (i) shall also be authorized to sell wine, as part of any fundraising activity, in closed containers for off-premises consumption to persons to whom wine may be lawfully sold; (ii) shall be limited to no more than one such fundraiser per year; and (iii) if conducting such fundraiser through an online meeting platform, may ship such wine, in accordance with Board regulations, in closed containers to persons located within the Commonwealth. Except as provided in § 4.1-215, a separate license shall be required for each day of each banquet or special event. For the purposes of this subdivision, when the location named in the original application for a license is outdoors, the application may also name an alternative location in the event of inclement weather. However, no such license shall be required of any hotel, restaurant, or club holding a retail wine and beer license.

b. Mixed beverage special events licenses to a duly organized nonprofit corporation or association in charge of a special event, which shall authorize the licensee to sell and serve mixed beverages for on-premises consumption in areas approved by the Board on the premises of the place designated in the license. A separate license shall be required for each day of each special event.

c. Mixed beverage club events licenses to a club holding a wine and beer club license, which shall authorize the licensee to sell and serve mixed beverages for on-premises consumption by club members and their guests in areas approved by the Board on the club premises. A separate license shall be required for each day of each club event. No more than 12 such licenses shall be granted to a club in any calendar year. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

d. Tasting licenses, which shall authorize the licensee to sell or give samples of alcoholic beverages of the type specified in the license in designated areas at events held by the licensee. A tasting license shall be issued for the purpose of featuring and educating the consuming public about the alcoholic beverages being tasted. A separate license shall be required for each day of each tasting event. No tasting license shall be required for conduct authorized by § 4.1-201.1.

2. Annual licenses.

a. Annual banquet licenses to duly organized private nonprofit fraternal, patriotic, or charitable membership organizations that are exempt from state and federal taxation and in charge of banquets conducted exclusively for members and their guests, which shall authorize the licensee to serve wine and beer in rooms or areas approved by the Board for the occasion for on-premises consumption in such rooms or areas. Such license shall authorize the licensee to conduct no more than 12 banquets per calendar year. For the purposes of this subdivision, when the location named in the original application for a license is outdoors, the application may also name an alternative location in the event of inclement weather. However, no such license shall be required of any hotel, restaurant, or club holding a retail wine and beer license.

b. Banquet facility licenses to volunteer fire departments and volunteer emergency medical services agencies, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by any person, and bona fide members and guests thereof, otherwise eligible for a banquet license. However, lawfully acquired alcoholic beverages shall not be purchased or sold by the licensee or sold or charged for in any way by the person permitted to use the premises. Such premises shall be a volunteer fire or volunteer emergency medical services agency station or both, regularly occupied as such and recognized by the governing body of the county, city, or town in which it is located. Under conditions as specified by Board regulation, such premises may be other than a volunteer fire or volunteer emergency medical services agency station, provided such other premises are occupied and under the control of the volunteer fire department or volunteer emergency medical services agency while the privileges of its license are being exercised.

c. Designated outdoor refreshment area licenses to a locality, business improvement district, or nonprofit organization, which shall authorize (i) the licensee to permit the consumption of alcoholic beverages within the area designated by the Board for the designated outdoor refreshment area and (ii) any permanent retail on-premises licensee that is located within the area designated by the Board for the designated outdoor refreshment area to sell alcoholic beverages within the permanent retail location for consumption in the area designated for the designated outdoor refreshment area, including sidewalks and the premises of businesses not licensed to sell alcoholic beverages at retail, upon approval of such businesses. In determining the designated area for the designated outdoor refreshment area, the Board shall consult with the locality. Designated outdoor refreshment area licensees shall be limited to 16 events per year, and the duration of any event shall not exceed three consecutive days. However, the Board may increase the frequency and duration of events after adoption of an ordinance by a locality requesting such increase in frequency and duration. Such ordinance shall include the size and scope of the area within which such events will be held, a public safety plan, and any other considerations deemed necessary by the Board. Such limitations on the number of events that may be held shall not apply during the effective dates of any rule, regulation, or order that is issued by the Governor or State Health Commissioner to meet a public health emergency and that effectively reduces allowable restaurant seating capacity; however, designated outdoor refreshment area licensees shall be subject to all other applicable provisions of this subtitle and Board regulations and shall provide notice to the Board regarding the days and times during which the privileges of the license will be exercised. Only alcoholic beverages purchased from permanent retail on-premises licensees located within the designated area may be consumed at the event, and such alcoholic beverages shall be contained in paper, plastic, or similar disposable containers that clearly display the name or logo of the retail on-premises licensee from which the alcoholic beverage was purchased. Alcoholic beverages shall not be sold or charged for in any way by the designated outdoor refreshment area licensee. The designated outdoor refreshment area licensee shall post appropriate signage clearly demarcating for the public the boundaries of the event; however, no physical barriers shall be required for this purpose. The designated outdoor refreshment area licensee shall provide adequate security for the event to ensure compliance with the applicable provisions of this subtitle and Board regulations.

d. Annual mixed beverage banquet licenses to duly organized private nonprofit fraternal, patriotic, or charitable membership organizations that are exempt from state and federal taxation and in charge of banquets conducted exclusively for members and their guests, which shall authorize the licensee to serve mixed beverages for on-premises consumption in areas

approved by the Board on the premises of the place designated in the license. Such license shall authorize the licensee to conduct no more than 12 banquets per calendar year. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

e. Equine sporting event licenses, which may be issued to organizations holding equestrian, hunt, and steeplechase events, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by patrons thereof during such event. However, alcoholic beverages shall not be sold or charged for in any way by the licensee. The privileges of this license shall be (i) limited to the premises of the licensee, regularly occupied and utilized for equestrian, hunt, and steeplechase events, and (ii) exercised on no more than four calendar days per year.

f. Annual arts venue event licenses, to persons operating an arts venue, which shall authorize the licensee participating in a community art walk that is open to the public to serve lawfully acquired wine or beer on the premises of the licensee to adult patrons thereof during such events. However, alcoholic beverages shall not be sold or charged for in any way, directly or indirectly, by the licensee, and the licensee shall not give more than two five-ounce glasses of wine or two 12-ounce glasses of beer to any one adult patron. The privileges of this license shall be (i) limited to the premises of the arts venue regularly occupied and used as such and (ii) exercised on no more than 12 calendar days per year.

E. The Board may grant a marketplace license to persons operating a business enterprise of which the primary function is not the sale of alcoholic beverages, which shall authorize the licensee to serve complimentary wine or beer to bona fide customers on the licensed premises subject to any limitations imposed by the Board; however, the licensee shall not give more than two five-ounce glasses of wine or two 12-ounce glasses of beer to any customer per day, nor shall it sell or otherwise charge a fee to such customer for the wine or beer served or consumed. In order to be eligible for and retain a marketplace license, the applicant's business enterprise must (i) provide a single category of goods or services in a manner intended to create a personalized experience for the customer; (ii) employ staff with expertise in such goods or services; (iii) be ineligible for any other license granted by the Board; (iv) have an alcoholic beverage control manager on the licensed premises at all times alcohol is served; (v) ensure that all employees satisfy any training requirements imposed by the Board; and (vi) purchase all wine and beer to be served from a licensed wholesaler or the Authority and retain purchase records as prescribed by the Board. In determining whether to grant a marketplace license, the Board shall consider (a) the average amount of time customers spend at the business; (b) the business's hours of operation; (c) the amount of time that the business has been in operation; and (d) any other requirements deemed necessary by the Board to protect the public health, safety, and welfare.

F. The Board may grant the following shipper, bottler, and related licenses:

1. Wine and beer shipper licenses, which shall carry the privileges and limitations set forth in § 4.1-209.1.

2. Internet wine and beer retailer licenses, which shall authorize persons located within or outside the Commonwealth to sell and ship wine and beer, in accordance with § 4.1-209.1 and Board regulations, in closed containers to persons in the Commonwealth to whom wine and beer may be lawfully sold for off-premises consumption. Such licensee shall not be required to comply

with the monthly food sale requirement established by Board regulations.

3. Bottler licenses, which shall authorize the licensee to acquire and receive deliveries and shipments of beer in closed containers and to bottle, sell, and deliver or ship it, in accordance with Board regulations to (i) wholesale beer licensees for the purpose of resale, (ii) owners of boats registered under the laws of the United States sailing for ports of call of a foreign country or another state, and (iii) persons outside the Commonwealth for resale outside the Commonwealth.

4. Fulfillment warehouse licenses, which shall authorize associations as defined in § 13.1-313 with a place of business located in the Commonwealth to (i) receive deliveries and shipments of wine or beer owned by holders of wine and beer shipper's licenses; (ii) store such wine or beer on behalf of the owner; and (iii) pick, pack, and ship such wine or beer as directed by the owner, all in accordance with Board regulations. No wholesale wine or wholesale beer licensee, whether licensed in the Commonwealth or not, or any person under common control of such licensee, shall acquire or hold any financial interest, direct or indirect, in the business for which any fulfillment warehouse license is issued.

5. Marketing portal licenses, which shall authorize agricultural cooperative associations organized under the provisions of the Agricultural Cooperative Association Act (§ 13.1-312 et seq.), with a place of business located in the Commonwealth, in accordance with Board regulations, to solicit and receive orders for wine or beer through the use of the Internet from persons in the Commonwealth to whom wine or beer may be lawfully sold, on behalf of holders of wine and beer shipper's licenses. Upon receipt of an order for wine or beer, the licensee shall forward it to a holder of a wine and beer shipper's license for fulfillment. Marketing portal licensees may also accept payment on behalf of the shipper.

6. Third-party delivery licenses, which shall carry the privileges and limitations set forth in § 4.1-212.2.

2020, cc. 15, 16, 32, 34, 400, 1009, 1113, 1114, 1179;2020, Sp. Sess. I, c. 34;2021, Sp. Sess. I, cc. 182, 390, 391;2022, cc. 78, 79, 589, 590.

This section has more than one version with varying effective dates. Scroll down to see all versions.

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.

§ 4.1-206.3. (Effective July 1, 2024) Retail licenses

A. The Board may grant the following mixed beverages licenses:

1. Mixed beverage restaurant licenses, which shall authorize the licensee to sell and serve mixed beverages for consumption in dining areas and other designated areas of such restaurant. Such license may be granted only to persons (i) who operate a restaurant and (ii) whose gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after issuance of such license, amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food. For the purposes of this subdivision, other designated areas shall include outdoor dining areas, whether or not

contiguous to the licensed premises, which outdoor dining areas may have more than one means of ingress and egress to an adjacent public thoroughfare, provided such areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

If the restaurant is located on the premises of a hotel or motel with no fewer than four permanent bedrooms where food and beverage service is customarily provided by the restaurant in designated areas, bedrooms, and other private rooms of such hotel or motel, such licensee may (a) sell and serve mixed beverages for consumption in such designated areas, bedrooms, and other private rooms and (b) sell spirits packaged in original closed containers purchased from the Board for on-premises consumption to registered guests and at scheduled functions of such hotel or motel only in such bedrooms or private rooms. However, with regard to a hotel classified as a resort complex, the Board may authorize the sale and on-premises consumption of alcoholic beverages in all areas within the resort complex deemed appropriate by the Board. Nothing herein shall prohibit any person from keeping and consuming his own lawfully acquired spirits in bedrooms or private rooms.

If the restaurant is located on the premises of and operated by a private, nonprofit, or profit club exclusively for its members and their guests, or members of another private, nonprofit, or profit club in another city with which it has an agreement for reciprocal dining privileges, such license shall also authorize the licensees to (1) sell and serve mixed beverages for on-premises consumption and (2) sell spirits that are packaged in original closed containers with a maximum capacity of two fluid ounces or 50 milliliters and purchased from the Board for on-premises consumption. Where such club prepares no food in its restaurant but purchases its food requirements from a restaurant licensed by the Board and located on another portion of the premises of the same hotel or motel building, this fact shall not prohibit the granting of a license by the Board to such club qualifying in all other respects. The club's gross receipts from the sale of nonalcoholic beverages consumed on the premises and food resold to its members and guests and consumed on the premises shall amount to at least 45 percent of its gross receipts from the sale of mixed beverages and food. The food sales made by a restaurant to such a club shall be excluded in any consideration of the qualifications of such restaurant for a license from the Board.

If the restaurant is located on the premises of and operated by a municipal golf course, the Board shall recognize the seasonal nature of the business and waive any applicable monthly food sales requirements for those months when weather conditions may reduce patronage of the golf course, provided that prepared food, including meals, is available to patrons during the same months. The gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after the issuance of such license, shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food on an annualized basis.

If the restaurant is located on the premises of and operated by a culinary lodging resort, such license shall authorize the licensee to (A) sell alcoholic beverages for on-premises consumption, without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises, in areas upon the licensed premises approved by the Board and other designated areas of the resort, including outdoor areas under the control of the licensee, and (B) permit the possession and consumption of lawfully acquired alcoholic beverages by persons to whom overnight lodging is being provided in bedrooms and private guest rooms.

If the restaurant is located on the premises of a mixed beverage casino licensee owned by an operator licensed under Article 3 (§ 58.1-4108 et seq.) of Chapter 41 of Title 58.1, such mixed beverage restaurant license shall authorize the licensee to sell alcoholic beverages for on-premises consumption on the licensed premises of the restaurant during all hours of operation of the mixed beverage casino licensee. Any alcoholic beverages purchased from such restaurant may be (I) taken onto the premises of the mixed beverage casino licensee and (II) possessed or consumed in areas designated by the Board, after consultation with the mixed beverage casino licensee. Designated areas may include any areas on the premises of the mixed beverage casino licensee, including entertainment venues, conference rooms, private rooms, hotels, pools, marinas, or green spaces. Alcoholic beverages purchased from a restaurant pursuant to this subdivision shall be contained in glassware or a paper, plastic, or similar disposable container that clearly displays the name or logo of the restaurant from which the alcoholic beverage was purchased.

The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption and in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

2. Mixed beverage caterer's licenses, which may be granted only to a person regularly engaged in the business of providing food and beverages to others for service at private gatherings or at special events, which shall authorize the licensee to sell and serve alcoholic beverages for on-premises consumption. The annual gross receipts from the sale of food cooked and prepared for service and nonalcoholic beverages served at gatherings and events referred to in this subdivision shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food.

3. Mixed beverage limited caterer's licenses, which may be granted only to a person regularly engaged in the business of providing food and beverages to others for service at private gatherings or at special events, not to exceed 12 gatherings or events per year, which shall authorize the licensee to sell and serve alcoholic beverages for on-premises consumption. The annual gross receipts from the sale of food cooked and prepared for service and nonalcoholic beverages served at gatherings and events referred to in this subdivision shall amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food.

4. Mixed beverage carrier licenses to persons operating a common carrier of passengers by train, boat, bus, or airplane, which shall authorize the licensee to sell and serve mixed beverages anywhere in the Commonwealth to passengers while in transit aboard any such common carrier, and in designated rooms of establishments of air carriers at airports in the Commonwealth. For purposes of supplying its airplanes, as well as any airplanes of a licensed express carrier flying under the same brand, an air carrier licensee may appoint an authorized representative to load alcoholic beverages onto the same airplanes and to transport and store alcoholic beverages at or in close proximity to the airport where the alcoholic beverages will be delivered onto airplanes of the air carrier and any such licensed express carrier. The air carrier licensee shall (i) designate for purposes of its license all locations where the inventory of alcoholic beverages may be stored and from which the alcoholic beverages will be delivered onto airplanes of the air carrier and any such licensed express carrier and (ii) maintain records of all alcoholic beverages to be transported, stored, and delivered by its authorized representative. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell

and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

5. Annual mixed beverage motor sports facility licenses, which shall authorize the licensee to sell mixed beverages, in paper, plastic, or similar disposable containers or in single original metal cans, during scheduled events, as well as events or performances immediately subsequent thereto, to patrons in all dining facilities, seating areas, viewing areas, walkways, concession areas, or similar facilities, for on-premises consumption. Such license may be granted to persons operating food concessions at an outdoor motor sports facility that (i) is located on 1,200 acres of rural property bordering the Dan River and has a track surface of 3.27 miles in length or (ii) hosts a NASCAR national touring race. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

6. Limited mixed beverage restaurant licenses, which shall authorize the licensee to sell and serve dessert wines as defined by Board regulation and no more than six varieties of liqueurs, which liqueurs shall be combined with coffee or other nonalcoholic beverages, for consumption in dining areas of the restaurant. Such license may be granted only to persons who operate a restaurant and in no event shall the sale of such wine or liqueur-based drinks, together with the sale of any other alcoholic beverages, exceed 10 percent of the total annual gross sales of all food and alcoholic beverages. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

7. Annual mixed beverage performing arts facility licenses, which shall (i) authorize the licensee to sell, on the dates of performances or events, alcoholic beverages in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption in all seating areas, concourses, walkways, concession areas, similar facilities, and other areas upon the licensed premises approved by the Board and (ii) automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1. Such licenses may be granted to the following:

a. Corporations or associations operating a performing arts facility, provided the performing arts facility (i) is owned by a governmental entity; (ii) is occupied by a for-profit entity under a bona fide lease, the original term of which was for more than one year's duration; and (iii) has been rehabilitated in accordance with historic preservation standards;

b. Persons operating food concessions at any performing arts facility located in the City of Norfolk or the City of Richmond, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has a capacity in excess of 1,400 patrons; (iii) has been rehabilitated in accordance with historic preservation standards; and (iv) has monthly gross receipts from the sale of food

cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises that meet or exceed the monthly minimum established by Board regulations for mixed beverage restaurants;

c. Persons operating food concessions at any performing arts facility located in the City of Waynesboro, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has a total capacity in excess of 550 patrons; and (iii) has been rehabilitated in accordance with historic preservation standards;

d. Persons operating food concessions at any performing arts facility located in the arts and cultural district of the City of Harrisonburg, provided that the performing arts facility (i) is occupied under a bona fide long-term lease or concession agreement, the original term of which was more than five years; (ii) has been rehabilitated in accordance with historic preservation standards; (iii) has monthly gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises that meet or exceed the monthly minimum established by Board regulations for mixed beverage restaurants; and (iv) has a total capacity in excess of 900 patrons;

e. Persons operating food concessions at any multipurpose theater located in the historical district of the Town of Bridgewater, provided that the theater (i) is owned and operated by a governmental entity and (ii) has a total capacity in excess of 100 patrons;

f. Persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that has seating for more than 20,000 persons and is located in Prince William County or the City of Virginia Beach;

g. Persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that has seating for more than 5,000 persons and is located in the City of Alexandria or the City of Portsmouth; or

h. Persons operating food concessions at any corporate and performing arts facility located in Fairfax County, provided that the corporate and performing arts facility (i) is occupied under a bona fide long-term lease, management, or concession agreement, the original term of which was more than one year and (ii) has a total capacity in excess of 1,400 patrons. Such license shall authorize the sale, on the dates of performances or events, of alcoholic beverages for on-premises consumption in areas upon the licensed premises approved by the Board.

8. Combined mixed beverage restaurant and caterer's licenses, which may be granted to any restaurant or hotel that meets the qualifications for both a mixed beverage restaurant pursuant to subdivision 1 and mixed beverage caterer pursuant to subdivision 2 for the same business location, and which license shall authorize the licensee to operate as both a mixed beverage restaurant and mixed beverage caterer at the same business premises designated in the license, with a common alcoholic beverage inventory for purposes of the restaurant and catering operations. Such licensee shall meet the separate food qualifications established for the mixed beverage restaurant license pursuant to subdivision 1 and mixed beverage caterer's license pursuant to subdivision 2. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to §

4.1-233.1.

9. Bed and breakfast licenses, which shall authorize the licensee to (i) serve alcoholic beverages in dining areas, private guest rooms, and other designated areas to persons to whom overnight lodging is being provided, with or without meals, for on-premises consumption only in such rooms and areas, and without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises and (ii) permit the consumption of lawfully acquired alcoholic beverages by persons to whom overnight lodging is being provided in (a) bedrooms or private guest rooms or (b) other designated areas of the bed and breakfast establishment. For purposes of this subdivision, "other designated areas" includes outdoor dining areas, whether or not contiguous to the licensed premises, which may have more than one means of ingress and egress to an adjacent public thoroughfare, provided that such outdoor dining areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

10. Museum licenses, which may be issued to nonprofit museums exempt from taxation under § 501(c)(3) of the Internal Revenue Code, which shall authorize the licensee to (i) permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by any bona fide member and guests thereof and (ii) serve alcoholic beverages on the premises of the licensee to any bona fide member and guests thereof. However, alcoholic beverages shall not be sold or charged for in any way by the licensee. The privileges of this license shall be limited to the premises of the museum, regularly occupied and utilized as such.

11. Motor car sporting event facility licenses, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by patrons thereof during such events. However, alcoholic beverages shall not be sold or charged for in any way, directly or indirectly, by the licensee. The privileges of this license shall be limited to those areas of the licensee's premises designated by the Board that are regularly occupied and utilized for motor car sporting events.

12. Commercial lifestyle center licenses, which may be issued only to a commercial owners' association governing a commercial lifestyle center, which shall authorize any retail on-premises restaurant licensee that is a tenant of the commercial lifestyle center to sell alcoholic beverages to any bona fide customer to whom alcoholic beverages may be lawfully sold for consumption on that portion of the licensed premises of the commercial lifestyle center designated by the Board, including (i) plazas, seating areas, concourses, walkways, or such other similar areas and (ii) the premises of any tenant location of the commercial lifestyle center that is not a retail licensee of the Board, upon approval of such tenant, but excluding any parking areas. Only alcoholic beverages purchased from such retail on-premises restaurant licensees may be consumed on the licensed premises of the commercial lifestyle center, and such alcoholic beverages shall be contained in paper, plastic, or similar disposable containers with the name or logo of the restaurant licensee that sold the alcoholic beverage clearly displayed. Alcoholic beverages shall not be sold or charged for in any way by the commercial lifestyle center licensee. The licensee shall post appropriate signage clearly demarcating for the public the boundaries of the licensed premises; however, no physical barriers shall be required for this purpose. The licensee shall provide adequate security for the licensed premises to ensure compliance with the applicable provisions of this subtitle and Board regulations.

13. Mixed beverage port restaurant licenses, which shall authorize the licensee to sell and serve mixed beverages for consumption in dining areas and other designated areas of such restaurant.

Such license may be granted only to persons operating a business (i) that is primarily engaged in the sale of meals; (ii) that is located on property owned by the United States government or an agency thereof and used as a port of entry to or egress from the United States; and (iii) whose gross receipts from the sale of food cooked, or prepared, and consumed on the premises and nonalcoholic beverages served on the premises, after issuance of such license, amount to at least 45 percent of the gross receipts from the sale of mixed beverages and food. For the purposes of this subdivision, other designated areas shall include outdoor dining areas, whether or not contiguous to the licensed premises, which outdoor dining areas may have more than one means of ingress and egress to an adjacent public thoroughfare, provided such areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption or in closed containers for off-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

14. Annual mixed beverage special events licenses to (i) a duly organized nonprofit corporation or association operating either a performing arts facility or an art education and exhibition facility; (ii) a nonprofit corporation or association chartered by Congress for the preservation of sites, buildings, and objects significant in American history and culture; (iii) persons operating an agricultural event and entertainment park or similar facility that has a minimum of 50,000 square feet of indoor exhibit space and equine and other livestock show areas, which includes barns, pavilions, or other structures equipped with roofs, exterior walls, and open-door or closed-door access; or (iv) a locality for special events conducted on the premises of a museum for historic interpretation that is owned and operated by the locality. The operation in all cases shall be upon premises owned by such licensee or occupied under a bona fide lease, the original term of which was for more than one year's duration. Such license shall authorize the licensee to sell alcoholic beverages during scheduled events and performances for on-premises consumption in areas upon the licensed premises approved by the Board.

15. Mixed beverage casino licenses, which shall authorize the licensee to (i) sell and serve mixed beverages for on-premises consumption in areas designated by the Board, after consultation with the mixed beverage casino licensee, without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises and (ii) provide complimentary mixed beverages to patrons for on-premises consumption in private areas or restricted access areas designated by the Board, after consultation with the mixed beverage casino licensee. Designated areas may include any areas on the premises of the mixed beverage casino licensee, including entertainment venues, private rooms, conference rooms, hotels, pools, marinas, or green spaces. The granting of a license pursuant to this subdivision shall authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption and in closed containers for off-premises consumption in accordance with the provisions of this subdivision governing mixed beverages; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1. Notwithstanding any law or regulation to the contrary, a mixed beverage casino licensee may exercise the privileges of its license as set forth in this subdivision during all hours of operation of the casino gaming establishment; however, such licensee shall not sell wine or beer for off-premises consumption between the hours of 12 a.m. and 6 a.m.

A mixed beverage casino licensee may (a) provide patrons gifts of alcoholic beverages in closed

containers for personal consumption off the licensed premises or in areas designated by the Board, after consultation with the mixed beverage casino licensee, and (b) enable patrons who participate in a loyalty or reward credit program to redeem credits for the purchase of alcoholic beverages for on-premises consumption. A summary of the operation of such loyalty or reward credit program shall be provided to the Board upon request.

A mixed beverage casino license may only be issued to a casino gaming establishment owned by an operator licensed under Article 3 (§ 58.1-4108 et seq.) of Chapter 41 of Title 58.1.

B. The Board may grant an on-and-off-premises wine and beer license to the following:

1. Hotels, restaurants, and clubs, which shall authorize the licensee to sell wine and beer (i) in closed containers for off-premises consumption or (ii) for on-premises consumption, either with or without meals, in dining areas and other designated areas of such restaurants, or in dining areas, private guest rooms, and other designated areas of such hotels or clubs, for consumption only in such rooms and areas. However, with regard to a hotel classified by the Board as (a) a resort complex, the Board may authorize the sale and consumption of alcoholic beverages in all areas within the resort complex deemed appropriate by the Board or (b) a limited service hotel, the Board may authorize the sale and consumption of alcoholic beverages in dining areas, private guest rooms, and other designated areas to persons to whom overnight lodging is being provided, for on-premises consumption in such rooms or areas, and without regard to the amount of gross receipts from the sale of food prepared and consumed on the premises, provided that at least one meal is provided each day by the hotel to such guests. With regard to facilities registered in accordance with Chapter 49 (§ 38.2-4900 et seq.) of Title 38.2 as continuing care communities that are also licensed by the Board under this subdivision, any resident may, upon authorization of the licensee, keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas covered by the license. For purposes of this subdivision, "other designated areas" includes outdoor dining areas, whether or not contiguous to the licensed premises, which may have more than one means of ingress and egress to an adjacent public thoroughfare, provided that such outdoor dining areas are under the control of the licensee and approved by the Board. Such noncontiguous designated areas shall not be approved for any retail license issued pursuant to subdivision A 5 of § 4.1-201.

2. Hospitals, which shall authorize the licensee to sell wine and beer (i) in the rooms of patients for their on-premises consumption only in such rooms, provided the consent of the patient's attending physician is first obtained or (ii) in closed containers for off-premises consumption.

3. Rural grocery stores, which shall authorize the licensee to sell wine and beer for on-premises consumption or in closed containers for off-premises consumption. No license shall be granted unless (i) the grocery store is located in any town or in a rural area outside the corporate limits of any city or town and (ii) it appears affirmatively that a substantial public demand for such licensed establishment exists and that public convenience and the purposes of this subtitle will be promoted by granting the license.

4. Coliseums, stadiums, and racetracks, which shall authorize the licensee to sell wine and beer during any event and immediately subsequent thereto to patrons within all seating areas, concourses, walkways, concession areas, and additional locations designated by the Board (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on

the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at coliseums, stadiums, racetracks, or similar facilities.

5. Performing arts food concessionaires, which shall authorize the licensee to sell wine and beer during the performance of any event to patrons within all seating areas, concourses, walkways, or concession areas, or other areas approved by the Board (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at any outdoor performing arts amphitheater, arena, or similar facility that (a) has seating for more than 20,000 persons and is located in Prince William County or the City of Virginia Beach; (b) has seating or capacity for more than 3,500 persons and is located in the County of Albemarle, Alleghany, Augusta, Nelson, Pittsylvania, or Rockingham or the City of Charlottesville, Danville, or Roanoke; or (c) has capacity for more than 9,500 persons and is located in Henrico County.

6. Exhibition halls, which shall authorize the licensee to sell wine and beer during the event to patrons or attendees within all seating areas, exhibition areas, concourses, walkways, concession areas, and such additional locations designated by the Board in such facilities (i) in closed containers for off-premises consumption or (ii) in paper, plastic, or similar disposable containers or in single original metal cans for on-premises consumption. Upon authorization of the licensee, any person may keep and consume his own lawfully acquired alcoholic beverages on the premises in all areas and locations covered by the license. Such licenses may be granted to persons operating food concessions at exhibition or exposition halls, convention centers, or similar facilities located in any county operating under the urban county executive form of government or any city that is completely surrounded by such county. For purposes of this subdivision, "exhibition or exposition hall" and "convention centers" mean facilities conducting private or public trade shows or exhibitions in an indoor facility having in excess of 100,000 square feet of floor space.

7. Concert and dinner-theaters, which shall authorize the licensee to sell wine and beer during events to patrons or attendees within all seating areas, exhibition areas, concourses, walkways, concession areas, dining areas, and such additional locations designated by the Board in such facilities, for on-premises consumption or in closed containers for off-premises consumption. Persons licensed pursuant to this subdivision shall serve food, prepared on or off premises, whenever wine or beer is served. Such licenses may be granted to persons operating concert or dinner-theater venues on property fronting Natural Bridge School Road in Natural Bridge Station and formerly operated as Natural Bridge High School.

8. Historic cinema houses, which shall authorize the licensee to sell wine and beer, either with or without meals, during any showing of a motion picture to patrons to whom alcoholic beverages may be lawfully sold, for on-premises consumption or in closed containers for off-premises consumption. The privileges of this license shall be limited to the premises of the historic cinema house regularly occupied and utilized as such.

9. Nonprofit museums, which shall authorize the licensee to sell wine and beer for on-premises consumption or in closed containers for off-premises consumption in areas approved by the Board. Such licenses may be granted to persons operating a nonprofit museum exempt from taxation under § 501(c)(3) of the Internal Revenue Code, located in the Town of Front Royal, and dedicated to educating the consuming public about historic beer products. The privileges of this

license shall be limited to the premises of the museum, regularly occupied and utilized as such.

C. The Board may grant the following off-premises wine and beer licenses:

1. Retail off-premises wine and beer licenses, which may be granted to a convenience grocery store, delicatessen, drugstore, gift shop, gourmet oyster house, gourmet shop, grocery store, or marina store as defined in § 4.1-100 and Board regulations. Such license shall authorize the licensee to sell wine and beer in closed containers for off-premises consumption and, notwithstanding the provisions of § 4.1-308, to give to any person to whom wine or beer may be lawfully sold a sample of wine or beer for on-premises consumption; however, no single sample shall exceed four ounces of beer or two ounces of wine and no more than 12 ounces of beer or five ounces of wine shall be served to any person per day. The licensee may also give samples of wine and beer in designated areas at events held by the licensee for the purpose of featuring and educating the consuming public about the alcoholic beverages being tasted. With the consent of the licensee, farm wineries, wineries, breweries, distillers, and wholesale licensees or authorized representatives of such licensees may participate in such tastings, including the pouring of samples. The licensee shall comply with any food inventory and sales volume requirements established by Board regulation.

2. Gourmet brewing shop licenses, which shall authorize the licensee to sell to any person to whom wine or beer may be lawfully sold, ingredients for making wine or brewing beer, including packaging, and to rent to such persons facilities for manufacturing, fermenting, and bottling such wine or beer, for off-premises consumption in accordance with subdivision 6 of § 4.1-200.

3. Confectionery licenses, which shall authorize the licensee to prepare and sell on the licensed premises for off-premises consumption confectionery that contains five percent or less alcohol by volume. Any alcohol contained in such confectionery shall not be in liquid form at the time such confectionery is sold.

D. The Board may grant the following banquet, special event, and tasting licenses:

1. Per-day event licenses.

a. Banquet licenses to persons in charge of private banquets, and to duly organized nonprofit corporations or associations in charge of special events, which shall authorize the licensee to sell or give wine and beer in rooms or areas approved by the Board for the occasion for on-premises consumption in such rooms or areas. Licensees who are nonprofit corporations or associations conducting fundraisers (i) shall also be authorized to sell wine, as part of any fundraising activity, in closed containers for off-premises consumption to persons to whom wine may be lawfully sold; (ii) shall be limited to no more than one such fundraiser per year; and (iii) if conducting such fundraiser through an online meeting platform, may ship such wine, in accordance with Board regulations, in closed containers to persons located within the Commonwealth. Except as provided in § 4.1-215, a separate license shall be required for each day of each banquet or special event. For the purposes of this subdivision, when the location named in the original application for a license is outdoors, the application may also name an alternative location in the event of inclement weather. However, no such license shall be required of any hotel, restaurant, or club holding a retail wine and beer license.

b. Mixed beverage special events licenses to a duly organized nonprofit corporation or association in charge of a special event, which shall authorize the licensee to sell and serve mixed beverages for on-premises consumption in areas approved by the Board on the premises of the

place designated in the license. A separate license shall be required for each day of each special event.

c. Mixed beverage club events licenses to a club holding a wine and beer club license, which shall authorize the licensee to sell and serve mixed beverages for on-premises consumption by club members and their guests in areas approved by the Board on the club premises. A separate license shall be required for each day of each club event. No more than 12 such licenses shall be granted to a club in any calendar year. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

d. Tasting licenses, which shall authorize the licensee to sell or give samples of alcoholic beverages of the type specified in the license in designated areas at events held by the licensee. A tasting license shall be issued for the purpose of featuring and educating the consuming public about the alcoholic beverages being tasted. A separate license shall be required for each day of each tasting event. No tasting license shall be required for conduct authorized by § 4.1-201.1.

2. Annual licenses.

a. Annual banquet licenses to duly organized private nonprofit fraternal, patriotic, or charitable membership organizations that are exempt from state and federal taxation and in charge of banquets conducted exclusively for members and their guests, which shall authorize the licensee to serve wine and beer in rooms or areas approved by the Board for the occasion for on-premises consumption in such rooms or areas. Such license shall authorize the licensee to conduct no more than 12 banquets per calendar year. For the purposes of this subdivision, when the location named in the original application for a license is outdoors, the application may also name an alternative location in the event of inclement weather. However, no such license shall be required of any hotel, restaurant, or club holding a retail wine and beer license.

b. Banquet facility licenses to volunteer fire departments and volunteer emergency medical services agencies, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by any person, and bona fide members and guests thereof, otherwise eligible for a banquet license. However, lawfully acquired alcoholic beverages shall not be purchased or sold by the licensee or sold or charged for in any way by the person permitted to use the premises. Such premises shall be a volunteer fire or volunteer emergency medical services agency station or both, regularly occupied as such and recognized by the governing body of the county, city, or town in which it is located. Under conditions as specified by Board regulation, such premises may be other than a volunteer fire or volunteer emergency medical services agency station, provided such other premises are occupied and under the control of the volunteer fire department or volunteer emergency medical services agency while the privileges of its license are being exercised.

c. Designated outdoor refreshment area licenses to a locality, business improvement district, or nonprofit organization, which shall authorize (i) the licensee to permit the consumption of alcoholic beverages within the area designated by the Board for the designated outdoor refreshment area and (ii) any permanent retail on-premises licensee that is located within the area designated by the Board for the designated outdoor refreshment area to sell alcoholic beverages within the permanent retail location for consumption in the area designated for the designated outdoor refreshment area, including sidewalks and the premises of businesses not

licensed to sell alcoholic beverages at retail, upon approval of such businesses. In determining the designated area for the designated outdoor refreshment area, the Board shall consult with the locality. Designated outdoor refreshment area licensees shall be limited to 16 events per year, and the duration of any event shall not exceed three consecutive days. However, the Board may increase the frequency and duration of events after adoption of an ordinance by a locality requesting such increase in frequency and duration. Such ordinance shall include the size and scope of the area within which such events will be held, a public safety plan, and any other considerations deemed necessary by the Board. Such limitations on the number of events that may be held shall not apply during the effective dates of any rule, regulation, or order that is issued by the Governor or State Health Commissioner to meet a public health emergency and that effectively reduces allowable restaurant seating capacity; however, designated outdoor refreshment area licensees shall be subject to all other applicable provisions of this subtitle and Board regulations and shall provide notice to the Board regarding the days and times during which the privileges of the license will be exercised. Only alcoholic beverages purchased from permanent retail on-premises licensees located within the designated area may be consumed at the event, and such alcoholic beverages shall be contained in paper, plastic, or similar disposable containers that clearly display the name or logo of the retail on-premises licensee from which the alcoholic beverage was purchased. Alcoholic beverages shall not be sold or charged for in any way by the designated outdoor refreshment area licensee. The designated outdoor refreshment area licensee shall post appropriate signage clearly demarcating for the public the boundaries of the event; however, no physical barriers shall be required for this purpose. The designated outdoor refreshment area licensee shall provide adequate security for the event to ensure compliance with the applicable provisions of this subtitle and Board regulations.

d. Annual mixed beverage banquet licenses to duly organized private nonprofit fraternal, patriotic, or charitable membership organizations that are exempt from state and federal taxation and in charge of banquets conducted exclusively for members and their guests, which shall authorize the licensee to serve mixed beverages for on-premises consumption in areas approved by the Board on the premises of the place designated in the license. Such license shall authorize the licensee to conduct no more than 12 banquets per calendar year. The granting of a license pursuant to this subdivision shall automatically authorize the licensee to obtain a license to sell and serve wine and beer for on-premises consumption; however, the licensee shall be required to pay the local fee required for such additional license pursuant to § 4.1-233.1.

e. Equine sporting event licenses, which may be issued to organizations holding equestrian, hunt, and steeplechase events, which shall authorize the licensee to permit the consumption of lawfully acquired alcoholic beverages on the premises of the licensee by patrons thereof during such event. However, alcoholic beverages shall not be sold or charged for in any way by the licensee. The privileges of this license shall be (i) limited to the premises of the licensee, regularly occupied and utilized for equestrian, hunt, and steeplechase events, and (ii) exercised on no more than four calendar days per year.

f. Annual arts venue event licenses, to persons operating an arts venue, which shall authorize the licensee participating in a community art walk that is open to the public to serve lawfully acquired wine or beer on the premises of the licensee to adult patrons thereof during such events. However, alcoholic beverages shall not be sold or charged for in any way, directly or indirectly, by the licensee, and the licensee shall not give more than two five-ounce glasses of wine or two 12-ounce glasses of beer to any one adult patron. The privileges of this license shall be (i) limited to the premises of the arts venue regularly occupied and used as such and (ii)

exercised on no more than 12 calendar days per year.

E. The Board may grant a marketplace license to persons operating a business enterprise of which the primary function is not the sale of alcoholic beverages, which shall authorize the licensee to serve complimentary wine or beer to bona fide customers on the licensed premises subject to any limitations imposed by the Board; however, the licensee shall not give more than two five-ounce glasses of wine or two 12-ounce glasses of beer to any customer per day, nor shall it sell or otherwise charge a fee to such customer for the wine or beer served or consumed. In order to be eligible for and retain a marketplace license, the applicant's business enterprise must (i) provide a single category of goods or services in a manner intended to create a personalized experience for the customer; (ii) employ staff with expertise in such goods or services; (iii) be ineligible for any other license granted by the Board; (iv) have an alcoholic beverage control manager on the licensed premises at all times alcohol is served; (v) ensure that all employees satisfy any training requirements imposed by the Board; and (vi) purchase all wine and beer to be served from a licensed wholesaler or the Authority and retain purchase records as prescribed by the Board. In determining whether to grant a marketplace license, the Board shall consider (a) the average amount of time customers spend at the business; (b) the business's hours of operation; (c) the amount of time that the business has been in operation; and (d) any other requirements deemed necessary by the Board to protect the public health, safety, and welfare.

F. The Board may grant the following shipper, bottler, and related licenses:

1. Wine and beer shipper licenses, which shall carry the privileges and limitations set forth in § [4.1-209.1](#).

2. Internet wine and beer retailer licenses, which shall authorize persons located within or outside the Commonwealth to sell and ship wine and beer, in accordance with § [4.1-209.1](#) and Board regulations, in closed containers to persons in the Commonwealth to whom wine and beer may be lawfully sold for off-premises consumption. Such licensee shall not be required to comply with the monthly food sale requirement established by Board regulations.

3. Bottler licenses, which shall authorize the licensee to acquire and receive deliveries and shipments of beer in closed containers and to bottle, sell, and deliver or ship it, in accordance with Board regulations to (i) wholesale beer licensees for the purpose of resale, (ii) owners of boats registered under the laws of the United States sailing for ports of call of a foreign country or another state, and (iii) persons outside the Commonwealth for resale outside the Commonwealth.

4. Fulfillment warehouse licenses, which shall authorize associations as defined in § [13.1-313](#) with a place of business located in the Commonwealth to (i) receive deliveries and shipments of wine or beer owned by holders of wine and beer shipper's licenses; (ii) store such wine or beer on behalf of the owner; and (iii) pick, pack, and ship such wine or beer as directed by the owner, all in accordance with Board regulations. No wholesale wine or wholesale beer licensee, whether licensed in the Commonwealth or not, or any person under common control of such licensee, shall acquire or hold any financial interest, direct or indirect, in the business for which any fulfillment warehouse license is issued.

5. Marketing portal licenses, which shall authorize agricultural cooperative associations organized under the provisions of the Agricultural Cooperative Association Act (§ [13.1-312](#) et seq.), with a place of business located in the Commonwealth, in accordance with Board

regulations, to solicit and receive orders for wine or beer through the use of the Internet from persons in the Commonwealth to whom wine or beer may be lawfully sold, on behalf of holders of wine and beer shipper's licenses. Upon receipt of an order for wine or beer, the licensee shall forward it to a holder of a wine and beer shipper's license for fulfillment. Marketing portal licensees may also accept payment on behalf of the shipper.

6. Third-party delivery licenses, which shall carry the privileges and limitations set forth in § 4.1-212.2.

2020, cc. 15, 16, 32, 34, 400, 1009, 1113, 1114, 1179;2020, Sp. Sess. I, c. 34;2021, Sp. Sess. I, cc. 182, 390, 391;2022, cc. 78, 79, 589, 590.

This section has more than one version with varying effective dates. Scroll down to see all versions.

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.

1 AN ORDINANCE ADDING APPENDIX W TO THE FAIRFAX COUNTY CODE,
2 RELATING TO DESIGNATED OUTDOOR REFRESHMENT AREA LICENSES

3
4 AN ORDINANCE to amend the Fairfax County Code by adopting a new
5 Appendix W relating to designated outdoor refreshment area licenses.
6

7 Draft of April 11, 2023

8
9 Be it ordained by the Board of Supervisors of Fairfax County:

10 1. That a new Appendix W is adopted, as follows:
11

12 **Appendix W. – Designated Outdoor Refreshment Area Licenses.**

13 This ordinance requests an increase in the frequency and/or duration of specified designated
14 outdoor refreshment area (“DORA”) licenses under Virginia Code § 4.1-206.3(D)(2)(c).

15 **Section 1: Reston Town Center Association DORA license**

16 The Board of Supervisors requests that the DORA license for the Reston Town Center
17 Association (“RTCA”), including any license renewals, be increased to allow fifty events per
18 year. These events will be held on the streets, sidewalks, and public open areas (including Town
19 Square Park, Mercury Fountain Plaza, Freedom Plaza, the Pavilion (ending at Democracy
20 Street), and breezeways) within the area approved for RTCA’s DORA license, an area
21 commonly referred to as the Reston Town Center Urban Core. The licensed streets comprise,
22 east to west, Freedom Drive between Presidents and Explorer Streets, Market Street between
23 Presidents and St. Francis Streets, Town Square Street, and Democracy Drive, and then north to
24 south, St. Francis Street between Market and Town Square Streets, Explorer and Library Streets
25 between Freedom and Democracy Drives, and Discovery Street. This request to increase the
26 frequency of RTCA’s DORA license events is subject to the following public safety plan:

27 **PUBLIC SAFETY PLAN**

28 RTCA will host up to fifty DORA events at the Reston Town Center, each of which may last up
29 to three days. All alcoholic beverage and ABC laws codified within Title 4.1 (Alcoholic
30 Beverage and Cannabis Control) of the Code of Virginia remain in effect and will be enforced
31 during DORA events.

32 Whatever portion of the licensed area is used for any particular event, it will be barricaded at
33 entry and exit points to mark the event perimeter. RTCA has contracted with an on-site security
34 team to ensure adequate security patrolling the licensed area.

35 Consistent with RTCA’s regular security protocols, if an individual resists any of the DORA
36 restrictions or defies on-site security, FCPD will be called. There will also be an information

Deleted: RTCA estimates that some of these events will draw a few hundred people, while others may draw up to 4,000 people. Before each DORA event, RTCA will provide its point of contact (name, email, and phone number) to the Fairfax County Police Department (FCPD). RTCA’s contact person will have the contact number for FCPD’s first-line patrol supervisor(s) who works during these events.

Deleted: For example, during DORA events in Town Square Park (a location within the larger licensed area and bounded by Market Street, Explorer Street, Town Square Street, and St. Francis Street), RTCA will barricade the streets surrounding the park with barricades prominently signed “No Alcohol Beyond this Point” (similar signage and barricades will be used for events that use a larger area within the licensed perimeter).

Deleted: 1

Deleted: including at least eight private security officers patrolling the larger licensed footprint and, during events occurring in the park, two additional private security officers patrolling the smaller (park) footprint. RTCA may add more private security officers but will never reduce their numbers below the ones set forth above. In all cases there will be other private security officers, per the security team’s regular contract with the property owner, who regularly patrol the garages (where alcohol is never permitted). All private security team officers will be trained in the rules of the DORA license. If anyone with alcohol tries to move beyond a barricade, private security team officers will direct the person back within the perimeter or require them to dispose of the alcohol before exiting.

67 ~~center on site to help educate people about the rules for events. At the prescribed ending time of~~
68 ~~each DORA event, on-site private security officers (with the assistance of on-site off-duty~~
69 ~~officers when applicable) will clear the licensed area of individuals with alcohol.~~

Deleted: Every Friday and Saturday night, RTCA will take all action necessary to hire two off-duty FCPD officers (uniformed, with patrol car) to be on site.

70 **2. That the provisions of this ordinance shall take effect on May 9, 2023.**

Deleted: Just as the private security team's officers will be trained on how to monitor and enforce the rules for these events, RTCA or the private security team will also educate any of the opt-in establishments about what they must do:

71
72 GIVEN under my hand this _____ day of _____, 2023

Deleted: ~~Alcohol for sip and stroll can be obtained only on the day of the events and only from establishments within the respective perimeters that have opted into the event.¶~~
Opt-in establishments may serve alcohol for sip and stroll only in cups provided by RTCA for these events (ABC-approved cups: clear, 16-oz cups with the logo of the respective opt-in establishment on the cup).¶
Alcohol for sip and stroll can only be consumed within the barricaded perimeter and may be served and consumed only within designated hours. ¶
No alcohol may be served in the designated cups after the event's designated ending time. time.¶
In no event may alcohol be brought into the footprint by visitors; in no event may any other alcohol (beyond that served by the opt-in establishments) be consumed in the licensed outdoor area, and it must be consumed in the designated cups.¶

73
74
75
76 _____
77 Jill G. Cooper
Clerk for the Board of Supervisors

1 **AN ORDINANCE ADDING APPENDIX W TO THE FAIRFAX COUNTY CODE,**
2 **RELATING TO DESIGNATED OUTDOOR REFRESHMENT AREA LICENSES**

3
4 **AN ORDINANCE to amend the Fairfax County Code by adopting a new**
5 **Appendix W relating to designated outdoor refreshment area licenses.**

6
7 **Draft of April 11, 2023**

8
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34 team to ensure adequate security patrolling the licensed area.

35 Consistent with RTCA’s regular security protocols, if an individual resists any of the DORA
36 restrictions or defies on-site security, FCPD will be called. There will also be an information

37 center on site to help educate people about the rules for events. At the prescribed ending time of
38 each DORA event, on-site private security officers (with the assistance of on-site off-duty
39 officers when applicable) will clear the licensed area of individuals with alcohol.

40 **2. That the provisions of this ordinance shall take effect on May 9, 2023.**

41
42
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GIVEN under my hand this _____ day of _____, 2023

Jill G. Cooper
Clerk for the Board of Supervisors



January 20, 2023

via email

Hon. Walter Alcorn
 Hunter Mill District Supervisor
 1801 Cameron Glen Drive
 Reston, VA 20190

Re: Increase to RTCA's ABC DORA License

Dear Sup. Alcorn:

I am writing to obtain your assistance in increasing the number of events RTCA may present under its recently obtained Designated Outdoor Refreshment Area (DORA) license. Although this is an ABC license, ABC has advised that an increase to the number of events allowed under the annual license (16) must be approved by the Board of Supervisors.

Background

Last August, RTCA was awarded a DORA license (attached) under which it may annually host up to sixteen "sip & stroll" events within the urban core of Reston Town Center (RTC). The license allows the public, at designated events and within the defined license area for the events, to purchase alcoholic beverages at participating RTC restaurants, which in turn will serve the beverage in a decaled plastic cup that can then be taken by the consumer onto the streets or into the park (if applicable) for consumption. We tested this new concept with ten events last year: three Second Saturdays in October, November, and December (where we activated the streets with a Kids Zone, Pet Zone, Game Zone, and other entertainment, all free on the streets) and a new (also free) Darden and Friends jazz series in Town Square Park in the fall on Thursday nights. Both were well received and RTCA intends to renew the license and expand our sip & stroll offerings.

Some places with similar licenses have the license activated 365 days a year. RTCA does not intend to do that. We will activate the license for select events where we think the addition of sip & stroll will enhance the RTC experience. For this year, our board of directors has approved moving forward with at least twelve Darden and Friends jazz events (spring and fall, done in partnership with the Reston Community Center), fourteen Reston Concerts on the Town (our renowned Pavilion concert series that is returning this year after a three-year hiatus due to covid and this past year's renovations of the Pavilion and Mercury Fountain Plaza), and six Second Saturdays. That would be 32 sip & stroll events, and there may be some odd others we add as we continue to build out the year's programming.



This would put us in excess of the 16-event DORA cap. Hence the request to increase the cap.

Why does this require BOS action?

Even though this is an ABC license, the ABC has explicitly advised us that any increase to a DORA cap must be approved by the relevant County board of supervisors (I assume because this is enforced by, in our case, the FCPD; indeed, for our Friday and Saturday evening events utilizing the license, we typically have off-duty FCPD officers on site as part of our security plan). I have copied on the email transmitting this letter the ABC Counsel and ABC Special Agent with whom we have been working.

I don't think there is any controversy here. ABC is aware that we would be seeking an increase to the cap. Last year's events were well-received and well-managed. You can see how we promote them on the [Sip & Stroll page](#) on the RTCA website. As we continue to search for ways to make Reston's downtown the most fulfilling experience it can be, we think having this option gives us the chance to provide alternative experiences and extend our reach to the widest possible audience.

To avoid having to return over and over for cap increases or renewals, what we are proposing is that the BOS approve up to fifty (50) events annually under the RTCA DORA license, and any renewal thereof (again, some places with similar licenses offer sip & stroll 365 days a year (I think Fairfax Corner is one such location), so we are talking a much-reduced paradigm comparatively). That will hopefully allow us enough flexibility to address this one time and not have to return any time soon to add to the BOS's business. I'd be happy to work with your office and BOS or County counsel to prepare whatever resolution or legislation the BOS needs to enact to achieve this purpose (I asked ABC for a template and was told there is none). Our current license expires July 31. We have six more events remaining under that license (which we will renew), and we will use those up before July 31. So we need to act before then.

RTCA very much appreciates your attention to and assistance in this matter. Look forward to hearing from you or your office.

Regards,

A large, stylized handwritten signature in blue ink, which appears to read "Robert Goudie".

Robert Goudie
Executive Director

attachment

Board Agenda Item
April 11, 2023

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider the Creation of the Huntington Central Community Development Authority (Mount Vernon District)

ISSUE:

Board authorization of a public hearing on the adoption of an ordinance that would create the Huntington Central Community Development Authority (CDA).

RECOMMENDATION:

The County Executive recommends that the Board advertise the public hearing.

TIMING:

Authorization on April 11, 2023, to advertise this item would permit the public hearing to be scheduled for May 9, 2023, at 4:30 p.m. Public notice of the public hearing on the question of creating a CDA must be published once a week for three successive weeks, with the public hearing on the CDA to be held not sooner than 10 days after the last publication. After the hearing, but before adopting the ordinance creating the CDA, the Board must mail a copy of the proposed ordinance to the petitioning landowners or their attorney in fact. Va. Code Ann. § 15.2-5156.

BACKGROUND:

On July 21, 2008, the Board of Supervisors adopted 16 Principles for Public Investment in Support of Commercial Redevelopment (“16 Principles”) to provide policy guidance related to requests for public investment in designated redevelopment, revitalization and other strategic areas of the County and endorsed a process whereby such requests would be evaluated. On September 8, 2008, the County adopted an ordinance assuming the power to consider petitions for the creation of community development authorities. In 2011, the County adopted an ordinance establishing the Mosaic Community Development Authority (Mosaic CDA), which sold bonds to pay for public infrastructure, with the debt service paid for through Tax Increment Financing (TIF) and a backup special assessment if necessary. The implementation of the Mosaic CDA was guided in large part by adherence to the 16 Principles. This has been the only TIF project to date in the County.

In October 2021, County staff provided an update to the Board’s Economic Initiatives Committee (EIC) on the use of TIFs for projects with unique attributes that may not occur with only private sector investments. TIFs can be an implementation tool to accomplish

Board Agenda Item
April 11, 2023

goals of a local government by making selective public investments in infrastructure in connection with private development.

In July 2022, County staff returned to the EIC to further the conversation on the County's 16 Principles, the use of CDA/TIFs, and to discuss public investment in support of the redevelopment of the Huntington Club Condominium. For the 16 Principles, County staff recommended revising the 16 Principles from 16 to 12 based on project experience and time. All critical elements of the 16 Principles were maintained, including compliance with the County's Comprehensive Plan and Zoning Ordinance; no negative impact on the County's credit rating; transparency from the development team for requested information; that TIF financings are properly structured; and that the project meets the "but for" test, meaning the project would not occur save for the public investment. Input was provided by the County's outside bond counsel; PFM, the County's Financial Advisor; and MuniCap, a firm specializing in TIF financings. All of the foregoing advisors and counsel were involved in the original Mosaic financing and the 2020 Mosaic refinancing.

The Project

The Huntington Club is an existing 1960s Garden-style condominium complex with 364 units on 19 acres adjacent to the Huntington Metrorail Station. In December 2021, the Board of Supervisors approved rezoning of the site for a 2.6 million square foot mixed-use project over three phases. Phases 1 and 2 would provide for the construction of townhouses and multifamily totaling 1,155 units, and Phase 3 is expected to deliver an office, a hotel, a continuing care facility, and additional multifamily units. In November 2022, the Planning Commission approved the Final Development Plan for Phase 1 of the project.

In 2017, the Huntington Club Condominium Association (HC) approved a termination agreement that called for the existing condominium regime to be terminated no later than December 31, 2022. In summer 2022, the Jefferson Apartment Group (JAG), the contract purchaser of Land Bay B within Phase 1 of the redevelopment, notified HC that it wanted all approvals and financings in place prior to closing the purchase of Land Bay B. This decision also considered the County's timeline, which at that time assumed a CDA bond sale in summer/fall 2023. As a result, HC then called for a vote of the unit owners on whether to extend the deadline for terminating the condominium from December 31, 2022, to December 15, 2023. HC reported it achieved 82 percent approval on December 12, 2022, which exceeded the 80 percent approval threshold to implement the extension. Of the total unit owners, 236 (65 percent) unit owners elected to leave (opt out) and be paid out by December 15, 2023; and 128 (35 percent) unit owners elected to remain (opt in) throughout the redevelopment. The revenues generated from the sale of land parcels for Phase 1 are proposed to pay the opt-out owners, entitlement costs, professional fees, and replenish reserves. However, HC reports that there are no funds to cover the first phase of infrastructure costs. HC therefore requests a CDA be established for the purpose of issuing bonds to fund Phase 1 infrastructure necessary or desirable for redevelopment of

the district. This meets the “but for” test commonly used in evaluating the use of a CDA to issue tax increment financing. The “but for” translates to the project not occurring “but for” the County agreeing to establish a CDA to sell bonds because the anticipated proceeds from the sale of the Phase 1 land bays will not be sufficient to cover infrastructure costs on top of HC’s other financial commitments.

The HC team is responsible for property owner consent and for delivering to the County a request for formation of a CDA via a formal Petition. The Petition must be signed by the owners of at least 51 percent of the assessed value in the proposed District (statutory minimum). HC reported it achieved 61 percent signoff from owners as of November 9, 2022. The Petition was subsequently submitted to the County on December 22, 2022.

Plan of Finance

The boundaries of the CDA would be the same as the current boundaries of the HC condominium complex. Under the current proposal, bonds would be issued by the CDA for publicly owned or benefitted infrastructure for Phase 1 identified in the Petition. The County will have no legal liability for the bonds, and the CDA bonds will not have a pledge of the County’s full faith and credit or back stop from the County’s General Fund. The CDA Bonds will be sold without credit ratings and will be of speculative credit quality (i.e., non-investment grade). This results in the risk of higher interest rates (than the County would see on its investment grade General Obligation bonds) and corresponding higher annual debt service payments. The CDA bond debt service would be paid from:

- TIF Revenues generated within the CDA.
- Special Assessments on property owners within the CDA, to be collected when TIF Revenues are insufficient to cover debt service.
- Special Tax levied if Special Assessments are determined to be legally unenforceable or if the permitted amount of the levy of the Special Assessment will be insufficient in any year to pay the debt service on the bonds and related administrative expenses.

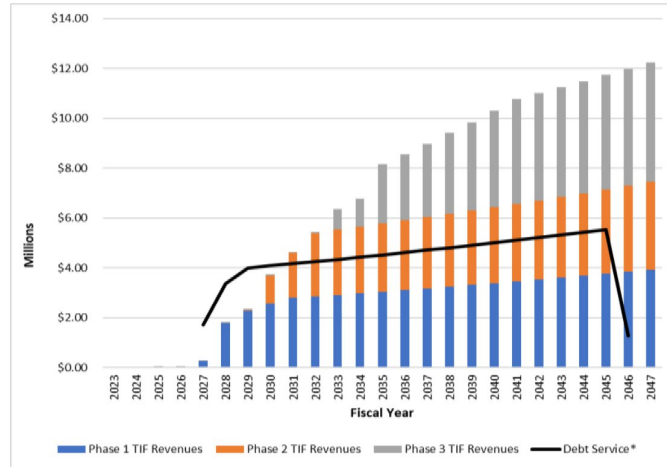
All such amounts would be subject to annual appropriation of the County.

The CDA Bonds would also be secured by a Debt Service Reserve Fund, sized to industry standards and expectations, and a Capitalized Interest Fund to cover debt service payments during construction of the project. These features are necessary in bond deals such as this in which revenue pledged to pay debt service is ramping up from zero and repayment of bonds is dependent upon future construction and development. These features are also needed to provide credit enhancement to investors.

MuniCap has prepared several reports on the financial feasibility of this project, with two most recently in November 2022, based on County infrastructure cost estimates (\$29.1 million), and again in March 2023, based on HC infrastructure cost updates (\$36.6

Board Agenda Item
 April 11, 2023

million). These figures are used to form the basis for projected debt service costs based on market conditions of non-investment grade CDA bonds and are tracked against the projected construction schedule of the three phases of development and corresponding TIF revenues projected to be generated annually. Based on these assumptions, if the project were to realize only Phase 1 development, TIF revenues alone would not be sufficient to cover annual debt service payments for the full term of the bonds. This scenario would require the collection of a special assessment annually to cover the shortfall. When assumed Phase 2 development is layered into the model based on the current development schedule provided by HC, TIF revenues would not meet debt service for the initial four years of the bond schedule. This would require a special assessment during each of those four years to cover the shortfall as is further illustrated in the chart during FY 2027 through FY 2030. Under this scenario, in FY 2031, Phase 1 and Phase 2 TIF revenue would be in excess of annual debt service payments. It is important to note that these projections are preliminary and subject to change, depending upon the final cost of the project and the final interest rates on the CDA bonds, both of which will not be determined until later in the year. Lastly, due diligence continues, which will determine how much of the bonds may be sold with a tax-exempt versus taxable interest rate. The final determination of this matter, later in the year, will also influence the debt service costs on the CDA bonds.



Source: Municap report 3/6/2023

County staff have raised concerns about the ability of the HC opt-in unit owners (who will be party to the joint venture development of the project by the condo unit association) to handle the estimated annual cost associated with the special assessment. The total amount of the special assessment to be collected in the above cited chart is estimated at \$7.2 million over the four-year period from FY 2027 through FY 2030, assuming that Phase 2 is brought on line. For a potential opt-in owner, this translates to approximately \$13,000 per year or \$52,000 for the four years.

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	Assumes Phase 1 & 2 Development Occurs (as of March 2023)
HC Special Assessment Less Assumed TIF Revenue Credit	\$7.2 million
Special Assessment Collection Duration*	4 Years
Estimated Average Annual Special Assessment Collection Per HC Opt-In Owner*	\$13,000
Estimated Total Average Special Assessment Paid Per HC Opt-In Owner*	\$52,000

*Preliminary and subject to change - Assumes 138 opt in out of 364 total current owners.
Source: MuniCap report 3/6/2023 and assumptions contained therein including, but not limited to, interest rate, public improvement budget, development program and forecasted TIF revenue.

The County can consider minor bond structure adjustments to bring the special assessment collection figure in this scenario closer to the \$5 million range, subject to ongoing market conditions. Following the Board’s December 2022 EIC meeting, HC was responsive to the County’s request to set aside \$5 million as a reserve against the potential special assessment figure. Per a preliminary indication of interest letter from Sandy Spring Bank, \$4 million would be set aside from a loan with Sandy Spring Bank along with \$1 million from HC’s reserves currently on hand. This \$5 million would not be used as collateral for any other associated loans on this project. The actual amount of the special assessment would be determined at the time of pricing of the bonds in the fall.

During the Board’s March 2023 EIC meeting, County staff concluded the presentation with the following themes. The County engaged an underwriting team with Wells Fargo (Senior Manager) and Citigroup (Co-Manager) from its underwriter pool to further strengthen the financial plan to ensure the CDA credit can be marketed to investors. These firms will work for the County and in conjunction with PFM, the County’s Financial Advisor, to structure the bonds in a manner consistent with the County’s reputation in the capital markets. The County reserves the right to require additional financial assurances from the HC team if warranted per feedback from the County’s financing team (underwriters, PFM, MuniCap and legal counsel). Additionally, the HC team has agreed to provide further details associated with Phase 2 as it is essential to the project’s financial sustainability and for debt service repayment without a special assessment. Any delays to Phase 2’s assumed timing or its scope would postpone or otherwise limit assessed value growth, TIF revenue creation and result in a higher and longer duration of a special assessment collection. Lastly, prior to distribution to all HC unit owners, County staff will provide the Board a copy of HC’s disclosure letter that provides a final opportunity to either opt in or opt out of the project.

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EQUITY IMPACT:

This item aligns with focus area two of the One Fairfax Policy: Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. In addition, this item aligns with focus area eight of the One Fairfax Policy: Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. The project site is within walking distance to the Huntington Metrorail station to further the County's goals of transit-oriented development, and easily accessible to access points for major road networks in the region.

FISCAL IMPACT:

The creation of the CDA by itself will have no fiscal impact. County staff continue ongoing due diligence associated with the project and will provide the Board additional updates. If a bond sale is recommended, staff would return to the Board for additional approvals.

ENCLOSED DOCUMENTS:

Attachment 1: CDA Petition submitted by Huntington Central
Attachment 2: Proposed CDA Ordinance

STAFF:

Christina Jackson, Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:

Emily Smith, Assistant County Attorney



Mark C. Looney
T: +1 703 456 8652
mlooney@cooley.com

December 21, 2022

The Honorable Jeffery C. McKay
Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Suite 530
Fairfax, VA 22035

Ms. Jill G. Cooper
Clerk to the Board
Fairfax County Board of Supervisors
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035

Re: Petition for Establishment of Huntington Central Community Development Authority

Dear Chairman McKay and Jill:

Pursuant to Va. Code Section 15.2-5153, enclosed please find a Petition (the "Petition") to the Board of Supervisors of Fairfax County, Virginia (the "Board"), for the establishment of the Huntington Central Community Development Authority ("CDA"), which petitioners propose be established by ordinance to fund, in whole or in part, certain public infrastructure improvements necessary to facilitate redevelopment of the Huntington Club, a Condominium, as more particularly set forth in the Petition. Petitioners respectfully request that the Board establish the CDA by ordinance pursuant to Va. Code Section 15.2-5155.

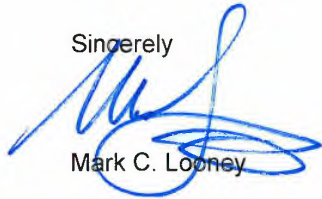
Petitioners collectively are the owner or owners of at least 51 percent of the land area and/or assessed value of land in any tract or tracts of land located in the County that are proposed to be included within the geographic boundaries of the CDA (the "CDA District"), and in the aggregate are either (i) the fee simple owner, (ii) the statutorily authorized representative of the Unit Owners, or (iii) the holder of a contract right to purchase all of the land area and assessed value of the real property proposed to be included within the geographic boundaries of the CDA District.

Cooley

The Honorable Jeffery C. McKay
Ms. Jill G. Cooper
December 21, 2022
Page Two

Petitioners appreciate the Board of Supervisors' consideration of this Petition. We look forward to discussing this request in more detail.

Sincerely



Mark C. Looney

MCL

A/S

cc: The Honorable Daniel G. Storck, Mt. Vernon District Supervisor
Mr. Joe LaHait, Debt Manager, Department of Management and Budget
Ms. Barbara Byron, Office of Chairman McKay
Mr. Lloyd J. Tucker, President, Huntington Club
Mr. Rossman P. Irwin, III, Vice President, Huntington Club
Mr. Enrico Cecchi, Huntington Land Development Company, LLC
The Honorable Thomas M. Davis, Esq. Holland and Knight, LLP
Robert M. Diamond, Esq., Reed Smith, LLP

279385558 v1

**PETITION TO BOARD OF SUPERVISORS OF FAIRFAX COUNTY
PURSUANT TO
VIRGINIA CODE SECTION 15.2-5153
FOR THE CREATION OF
HUNTINGTON CENTRAL COMMUNITY DEVELOPMENT AUTHORITY**

WHEREAS, in accordance with Section 55-79.45 of the Virginia Condominium Act, sections 55-79.39 [subsequently recodified as Sections 55.1-1901] et seq. of the Code of Virginia (1950), as amended (the “Condominium Act”), Huntington Club Corporation caused Condominium Instruments including a Declaration dated October 19, 1979 to be recorded on October 22, 1979 among the land records of Fairfax County, Virginia (the “Land Records”) in Deed Book 5620 at Page 0111 establishing Huntington Club, a Condominium (the “Condominium”) on certain real estate more particularly described in the Declaration, together with Bylaws recorded among the Land Records in Deed Book 5620 at Page 0137.

WHEREAS, the persons and entities identified on Schedule 1 hereto (the “Unit Owners”) are the owners of certain real property interests consisting of individual condominium units in the Condominium located in Fairfax County, Virginia (the “County”), and have voted pursuant to Section 55-79.72:1 [now Section 55.1-1937] of the Condominium Act to terminate the Condominium and provide for the redevelopment of the Property (as defined below).

WHEREAS, Huntington Club, A Condominium Unit Owners’ Association, Inc., a Virginia nonstock corporation (the “Association”), is the unit owners’ association for the Condominium and attorney-in-fact for the Unit Owners.

WHEREAS, upon termination of the Condominium, title to the Property will vest in the Association as trustee for the holders of all interests in the condominium units, and the Association has entered into contracts for the disposition and redevelopment of most of the Property in phases over several years and for the continued operation of a portion of the Property during redevelopment and completion of the sales.

WHEREAS, JAG Development Company, LLC and Huntington Land Development Company, LLC (the “Contract Purchasers”) are the holders of a contractual right to purchase a portion of certain real property located in the County from the Unit Owners through the Association, as more particularly shown on Exhibit B attached hereto and incorporated herein by this reference (collectively, the “Property”).

WHEREAS, IDI Huntington, L.C. (the “Developer”) intends to undertake the development of the Property into a mixed-use project that may include townhomes, multifamily rental apartment units (including affordable units), for-sale condominium units, a continuing care community, retail, office and hotel (the “Project”), which undertaking is in the public interest of the County and its environs and will benefit the Commonwealth and its citizens by facilitating the public purpose of economic development and revitalization in the County.

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”), is authorized, pursuant to Virginia Code § 15.2-5152, to consider petitions for the creation of community development authorities.

WHEREAS, the Unit Owners, the Association, the Contract Purchasers and the Developer (together, the “Petitioners” and each separately a “Petitioner”) desire to join with the Board of Supervisors to create a mechanism for the funding, in whole or in part, of certain public infrastructure improvements as contemplated by the proposed Plan of Finance (the “Plan of Finance”) attached hereto as Exhibit A and incorporated herein by this reference, to be located in and around the area where the Property is located, and that are necessary or desirable to meet increased demands placed on the County as a result of the development of the Project.

WHEREAS, the Petitioners have determined that a community development authority (the “CDA”) affords the best mechanism for providing all or a portion of such infrastructure improvements in and around the area where the Project is located.

WHEREAS, the provision of such infrastructure improvements will be necessary or desirable for development or redevelopment within or affecting the Property and will facilitate the successful expansion of the County’s tax base through increased real property tax revenues from the expansion of the tax base contemplated within the CDA District (as defined herein).

NOW, THEREFORE, the undersigned Petitioners, pursuant to Virginia Code § 15.2-5153, do hereby petition the Board of Supervisors to establish the CDA by ordinance pursuant to Virginia Code § 15.2-5155, and in support of this Petition, the Petitioners state as follows:

1. Petitioners and District. Petitioners collectively are the owner or owners of at least 51 percent of the land area and/or assessed value of land in any tract or tracts of land located in the County that is or are included in the Property and are proposed to be included within the geographic boundaries of the CDA (the “CDA District”), and in the aggregate are either (i) the fee simple owner, (ii) the statutorily authorized representative of the Unit Owners, or (iii) the holder of a contract right to purchase all of the land area and assessed value of the real property proposed to be included within the geographic boundaries of the CDA District. A metes and bounds description of the land to be included in the CDA District and a list of the tax map reference numbers of the parcels to be included within the CDA District is attached as Exhibit B to this Petition and is incorporated herein by this reference. All land within the CDA District is located exclusively within the County. The boundaries of the CDA District are as approximately shown on the map also attached as Exhibit B to this Petition and incorporated herein by this reference, but may be adjusted by the Board of Supervisors by subsequent ordinance upon petition filed pursuant to applicable law. Petitioners request that the name of the CDA be the “Huntington Central Community Development Authority.”

2. Description of Infrastructure, Facilities, and Services.

a. The CDA shall be formed for the purposes of, among other things, financing, funding, planning, establishing, acquiring, constructing or reconstructing, demolishing, enlarging, extending, equipping and installing, operating, maintaining (unless dedicated to and accepted by an appropriate governmental entity other than the CDA), replacing, relocating, and altering all or portions of the public infrastructure services and facilities identified on Exhibit C to this Petition and incorporated herein by this reference, whether located within the CDA District or serving the CDA District as permitted by Virginia Code § 15.2-5158, as well as such other infrastructure permitted by Virginia Code

§ 15.2-5158 (collectively, all such facilities and services are referred to hereinafter as the “Infrastructure”).

b. The CDA or its designee may contract for and incur all necessary expenses to accomplish the Infrastructure as set forth above and all related purposes, and all such operating expenses of the CDA, including, without limitation, expenses for administration, underwriting, accounting, engineering, financial, and legal services (all collectively hereinafter the “Operation of the CDA”) may be included within the scope of any bonds issued by the CDA. The CDA may perform or cause to be performed all work necessary to accomplish the Infrastructure and Operation of the CDA.

3. Description of Proposed Plan for Providing and Financing Infrastructure and for Operation of the CDA.

a. The Infrastructure shall be provided by the CDA upon availability of funding. As set forth in paragraph 2 above, the CDA or its designee may contract for all services required for provision of the Infrastructure and the Operation of the CDA. The County and the CDA may contract with each other and with other parties necessary or desirable for the Operation of the CDA and provision of the Infrastructure or services related to the Operation of the CDA.

b. The proposed plan for the Operation of the CDA and for the provision of the Infrastructure is as follows:

(1) The CDA may issue revenue bonds (including, but not limited to refunding bonds), in one or more series, for the Operation of the CDA and for the provision of the Infrastructure or any portions thereof, and for the administrative and other authorized costs and expenses of issuing such bonds and performing the work necessary to provide the Infrastructure or any portions thereof. The bonds will be payable solely from revenues received by the CDA and shall not constitute a debt, liability, or obligation of any other political subdivision of the Commonwealth of Virginia. The bonds will be sufficient in an aggregate principal amount to produce amounts available for public improvement costs not to exceed \$ _____, plus amounts for any reserves, cost of issuance, capitalized interest and other financing costs, subject to and in accordance with the terms of the Plan of Finance.

(2) Petitioners propose that the Board of Supervisors establish a special assessment upon taxable real property within the CDA District to finance all or a portion of the Infrastructure and the Operation of the CDA as described in the Plan of Finance.

(3) Petitioners propose that the Board of Supervisors authorize a special tax on taxable real property within the CDA District (a) in the event that all or any portion of the special assessment described above in paragraph 3(b)(2) is determined to be legally unenforceable in a final decree by a court of competent jurisdiction or (b) if the CDA determines that the permitted amount of the levy of

the special assessment described above in paragraph 3(b)(2) will be insufficient in any year to pay debt service on any bonds issued by the CDA and all other expenses of the CDA described above in paragraph 2(b). In either case, for each year that a special tax is levied, the Board of the CDA will request a special tax rate calculated to produce the revenue needed to pay such debt service and expenses that is not paid with special assessment revenue. Each Petitioner requests that, if necessary to pay such debt service and expenses, any such special tax be at a rate in excess of the otherwise applicable limit of \$0.25 per \$100 of assessed fair market value set forth in Virginia Code § 15.2-5158(A)(3).

(4) Petitioners agree that any special assessment or special tax assessed against abutting property owners may exceed one-half of the total cost of any improvement paid for with CDA District funds and may be in an amount sufficient to pay for the total cost of all such improvements, including all expenses described above in paragraph 2(b).

(5) Petitioners propose that the Board of Supervisors approve a plan to make available to the CDA certain County funds resulting from certain increased real property tax revenues generated by the development of the property within the CDA District to finance a portion of the cost of the Infrastructure and the Operation of the CDA as described in and in accordance with the terms of the Plan of Finance.

4. Expected Benefits from Provision of the Proposed Infrastructure and Operation of the CDA. The provision of the Infrastructure and the Operation of the CDA will be necessary or desirable for development or redevelopment within or affecting the CDA District and will facilitate the County's efforts to attract new business and economic development to the County in furtherance of the County's business development and revitalization strategies and will encourage development within the CDA District that will increase the County's tax base and result in increased revenue for the County's General Fund from County taxes on taxable real property within the CDA District.

5. Board Members of the CDA. The Petitioners request that the Board of the CDA have five members appointed by the Board of Supervisors pursuant to Virginia Code § 15.2-5113. Such members shall serve four-year staggered terms, provided, however, that each member shall serve at the pleasure of the Board of Supervisors and may be removed and replaced by the Board of Supervisors at any time.

6. Duration and Abolition of the CDA. The CDA may be abolished at any time by appropriate action of the Board of Supervisors, provided that no such abolition shall occur while any CDA bond or other financial obligation remains outstanding. In addition, Petitioners request that the CDA shall continue to exist beyond the retirement of all of its bonds or other financial obligations to the extent necessary or appropriate for the continued operation of the CDA.

7. Waiver. Each Petitioner intends to provide a written waiver of the 30-day period to withdraw its signature from this Petition as provided in Virginia Code § 15.2-5156(B).

ACCORDINGLY, for the reasons set out above, and in reliance upon the assurances and covenants set out herein, Petitioners respectfully request that the Board of Supervisors establish the Huntington Central Community Development Authority for the purposes set forth in this Petition.

IN WITNESS WHEREOF, Petitioners have executed this Petition pursuant to due authority on the dates set forth next to their signatures on the following pages.


Signatures begin on next page.

SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that it is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the “Petition”) and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

**HUNTINGTON LAND DEVELOPMENT
COMPANY, LLC**

By: IDI Manager, L.C.
Its Manager

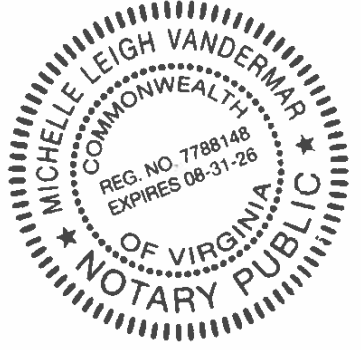
By: 
Name: ENRICO C. CECCONI
Title: MANAGER
Date: 10/28/22

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF FAIRFAX)

The forgoing Petition was acknowledged before me on October 28th, 2022, by Enrico Cecconi, personally well known to me or proven to be the person who signed the foregoing Petition on behalf of the company.

 [SEAL]
Notary Public

My commission expires: 08/31/2026
My notary registration No.: 7788148



SIGNATURE PAGE

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**HUNTINGTON CLUB, A CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.**

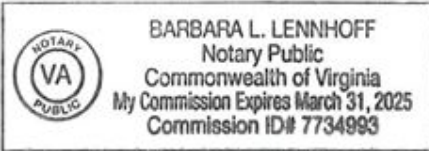
By: *Rossman P. J. J.*
Name: Rossman Philip J. J.
Title: Vice President
Date: October 27, 2022

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF FAIRFAX)

The forgoing Petition was acknowledged before me on October 27, 2022, by Rossman P. J. J., personally well known to me or proven to be the person who signed the foregoing Petition on behalf of the unit owners' association.

Barbara L. Lennhoff [SEAL]
Notary Public

My commission expires: 03.31.25
My notary registration No.: 7734993



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Ad K. W. W.
Printed Name of Unit Owner

Signature of Unit Owner
Date:
Unit No.: _____

Unit #1

ENTITY UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that it is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

AL KANDAGEJI

Printed Name of Unit Owner

AL KANDAGEJI

Signature of Unit Owner

Date: August 2, 2022

Unit No.: ONE

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX)

The forgoing Petition was acknowledged before me on August 2, 2022, by AL KANDAGEJI, personally well known to me or proven to be the person who signed the foregoing Petition.

[Handwritten signature]

Notary Public

[SEAL]

My commission expires: 04/30/2025

My notary registration No.: 7951260



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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MACK NEWSON
Printed Name of Unit Owner

Mack Newson
Signature of Unit Owner

Date: 8/19/22

Unit No.: 2

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JUSTIN P. PATTERSON
Printed Name of Unit Owner

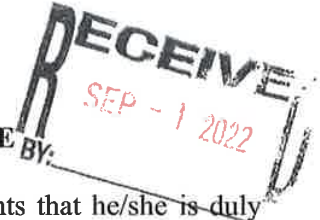

Signature of Unit Owner

Date: 8/10/22

Unit No.: Block 1 Unit 3

Signature Date

INDIVIDUAL UNIT OWNER SIGNATURE PAGE



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BRIGITA STANKOVA
Printed Name of Unit Owner

Brigita Stankova
Signature of Unit Owner

Date: 9/31/2022

Unit No.: 2B - #4

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Richard A. Moore
Printed Name of Unit Owner

Richard A. Moore
Signature of Unit Owner

Date: 8-15-2022

Unit No.: Building 1
Unit 5

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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RODGER R STEPHENS
Printed Name of Unit Owner

Rodger R Stephens
Signature of Unit Owner

Date: 8/2/2022

Unit No.: 000

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Carmencita D. Sotera

Printed Name of Unit Owner

<i>Carmencita Sotera</i>	dotloop verified 08/15/22 7:06 AM EDT MOHV-ZX-HW-VVP4-JDKS
--------------------------	--

Signature of Unit Owner

Date: 08/15/2022

Unit No.: 1D

Unit 7

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Calvin M Smith Jr
Printed Name of Unit Owner


Signature of Unit Owner

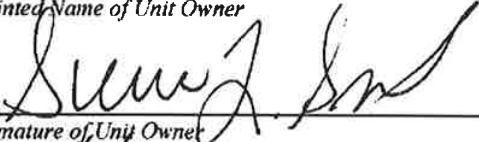
Date: 8/6/2022

Unit No.: 008

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

SIERRA L Smith
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/6/2022

Unit No.: 008

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Ronald L. Rice, Trustee
Printed Name of Unit Owner

Karen Rice, Trustee
Printed Name of Unit Owner

Ronald L Rice
Signature of Unit Owner
Date: 12 Aug 2022
Unit No.: 009

Karen Rice
Signature of Unit Owner
Date: 12 Aug 2022
Unit No.: 009

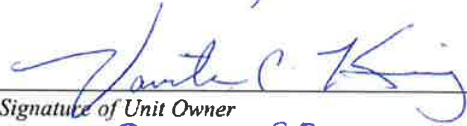
Signature Page

RECEIVED
AUG 31 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Vanita King (Estate of Vetter King, Jr.)
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8-30-22

Unit No.: 10

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

DocuSigned by:
Maifair Chin
BCF0E038D42F49D

Printed Name of Unit Owner

DocuSigned by:
Maifair Chin
BCF0E038D42F49D

Signature of Unit Owner 08/26/2022
Date: _____
Unit No.: 11-1B

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

BRENDA C MAYERS
Printed Name of Unit Owner

Brenda C. Mayers
Signature of Unit Owner

Date: 9/18/2022

Unit No.: Unit 12-2B

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Eric G. Sulfaro Rev Living Trust

Printed Name of Unit Owner

Barbara Sulfaro, Trustee

Eric G Sulfaro Rev Living Trust

Signature of Unit Owner

Date: 8/2/2022

Unit No.: 13

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Ana Kimberly

Charles Kimberly

Printed Name of Unit Owner

DocuSigned by:

Ana Kimberly

DocuSigned by:

Charles Kimberly

Signature of Unit Owner

Date: 08/06/2022

08/06/2022

Unit No.: ~~5703 Indian #14~~

Signature Page

7/6

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Yansheng Huang
Printed Name of Unit Owner

Yansheng Huang
Signature of Unit Owner

Date: 8/27/22

Unit No.: 16

(16)


Signature Page



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JOHN E. ASHWORTH
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/9/22

Unit No.: 17

RECEIVED
AUG 05 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jesse Pruett
Printed Name of Unit Owner

[Signature]
Signature of Unit Owner
Date: 05 Aug 2022
Unit No.: 19

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jana Lee Sponberg

Printed Name of Unit Owner

DocuSigned by:

Jana Lee Sponberg

ECB6AA6714984E8

Signature of Unit Owner

Date: 08/08/2022

Unit No.: 5705 Indian #20

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Danielle B Zwickler
Printed Name of Unit Owner

Danielle B Zwickler
Signature of Unit Owner
Date: 8/2/22
Unit No.: 21

RECEIVED
AUG 04 2022
BY:

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Sasha A. Abdalla

Printed Name of Unit Owner



Signature of Unit Owner


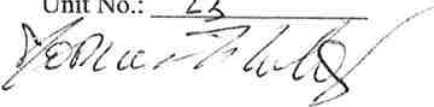
Date: 8/4/2022

Unit No.: 22

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

THE TRUST OF THOMAS MICHAEL
Printed Name of Unit Owner Michelle Roberts


Signature of Unit Owner
Date: 8/14/22
Unit No.: 23



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Lirong Lin

Printed Name of Unit Owner

DocuSigned by:



Signature of Unit Owner

Date:

Unit No.: 2521 Huntington Ave #26

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MAJELLA DEENEY

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/28/22

Unit No.: 27

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Wai Lun Leung

Printed Name of Unit Owner

DocuSigned by:

Danny L LEUNG

C8995CECCAB142C

Signature of Unit Owner

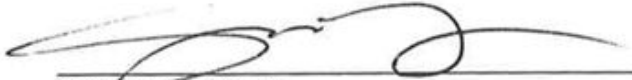
Date: 08/05/2022

Unit No.: 5707 Indian #29

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Seokkoo Jeong
Printed Name of Unit Owner


Signature of Unit Owner
Date: 8/5/2022
Unit No.: #30

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Shinsook Kim
Printed Name of Unit Owner

SKK
Signature of Unit Owner
Date: 8/5/2022
Unit No.: #30

Individual UNIT OWNER PAGE

By executing below, the undersigned
Petitioner (i) represents and WARRANTS
that he/she is duly authorized AND
has legal capacity to execute and
deliver "the Petition to which this
signature page is ATTACHED AND (the
"Petition") and agrees to the Petition to
which this signature page is ATTACHED
AND hereby provides a written waiver
of the 30-day period to withdraw its
signature from the Petition as provided
in Virginia Code § 15.2-5156 (B).

Albert R. TABER & LARISA N. TABER

Printed NAME of UNIT OWNER

Albert R. Taber & Larisa N. Taber

SIGNATURE of UNIT OWNER

— Date: August 21, 2022

— UNIT NO: # 31

Rec'd
8-25-22

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MARGARET M. JOYCE
Printed Name of Unit Owner

Margaret M. Joyce
Signature of Unit Owner

Date: 8-27-22

Unit No.: 32

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Rossman P Irwin III
Printed Name of Unit Owner

Rossman P Irwin
Signature of Unit Owner

Date: 8/4/2022

Unit No.: 33

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

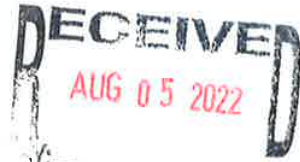
By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Rossman P. Irwin III
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/4/2022

Unit No.: 35



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MAI NGUYEN
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/4/22

Unit No.: 38

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Barbara A. Dufek

Printed Name of Unit Owner

Barbara A. Dufek

Signature of Unit Owner

Date: 8/9/22

Unit No.: 39

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MORNING SUN RENTALS LLC
Printed Name of Unit Owner

Carol St. Loecher member
Signature of Unit Owner
Date: Aug 11, 2022
Unit No.: 41

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Danny L LEUNG Subaru Kanesaka Chang Yang

Printed Name of Unit Owner

DocuSigned by: <u>Danny L LEUNG</u>	DocuSigned by: <u>Subaru Kanesaka</u>	DocuSigned by: <u>Chang Yang</u>
<small>C8995CFCCAB142C</small>	<small>FD148A0DA3A841E</small>	<small>22048F5CA8BD4F2</small>
Signature of Unit Owner 08/09/2022	08/09/2022	08/09/2022

Date: _____

Unit No.: 2617 Huntington #42

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Mei Ching Delaquis

Richard Delaquis

Printed Name of Unit Owner

DocuSigned by:
Mei Ching Delaquis
769484658620489

DocuSigned by:
Richard Delaquis
517E3090F8DF457

Signature of Unit Owner

Date: *08/07/2022*

08/06/2022

Unit No.: 2608 Indian #47

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

PATRICIA YOUNG
Printed Name of Unit Owner
HUNTING INVESTMENTS, LLC
Patricia Young
Signature of Unit Owner
Date: 8/17/22
Unit No.: 48

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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CARLOS BARCENA

Printed Name of Unit Owner



Signature of Unit Owner

Date:

8/2/2022

Unit No.:

49

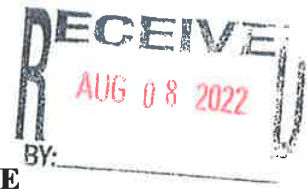
Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Lillian Cates + Mark Cates
Printed Name of Unit Owner

Lillian Cates Mark Cates
Signature of Unit Owner
Date: 8/5/2022
Unit No.: 51



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Daniel A. Larson

Printed Name of Unit Owner

Daniel A. Larson

Digitally signed by Daniel A. Larson
Date: 2022.08.06 20:13:43 +02'00'

Signature of Unit Owner

Date: _____

Unit No.: 52

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Demis Grierson, Trustee

Printed Name of Unit Owner

Demis Grierson

Signature of Unit Owner

Date: 8/4/2022

Unit No.: 55



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MANUEL RAYMOND FERNANDES

Printed Name of Unit Owner

Signature of Unit Owner

Date: 7 AUGUST 2022

Unit No.: 59

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

ANGIE N LEE

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/6/2022

Unit No.: 0831 23 0064

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jeffrey Festa
Printed Name of Unit Owner

Jeffrey Festa
Signature of Unit Owner

Date: 8/2/2002

Unit No.: 66

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

William Hicks
Printed Name of Unit Owner

William Hicks
Signature of Unit Owner

Date: 8-29-22

Unit No.: 67

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jarvis Holdings, LLC

Printed Name of Unit Owner



Signature of Unit Owner (James Jarvis for Jarvis Holding, LLC)

Date: August 2, 2022

Unit No.: 69 2602 Indian Dr. Apt 1C

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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LLOYD TUCKER

Printed Name of Unit Owner



Signature of Unit Owner

Date: AUG 2, 2022

Unit No.: 70

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Richard Blum

Printed Name of Unit Owner

Richard Blum

Signature of Unit Owner

Date: 8/5/2022

Unit No.: 71

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Lonnie Lee Stevenson

Printed Name of Unit Owner

Lonnie Lee Stevenson

Signature of Unit Owner

Date: 8/2/2022

Unit No.: 74

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Henry E Ford Lois Jean Ford
Printed Name of Unit Owner

Henry E Ford Lois Jean Ford
Signature of Unit Owner
Date: 8-22-2022
Unit No.: 76

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

FAIRFAX EQUITY LLC

C/O MATTHEW PROBUS

Printed Name of Unit Owner

Matthew A Probus

Signature of Unit Owner

Date: 8/9/2022

Unit No.: 77

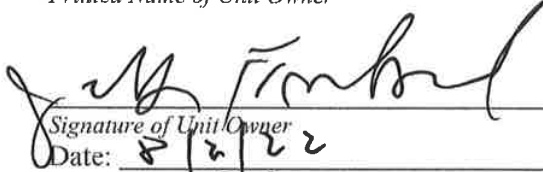
Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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JACK FRANKEL

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/2/22

Unit No.: 80

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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SUSAN FRANKEL
Printed Name of Unit Owner

Susan Frankel
Signature of Unit Owner

Date: 8/2/2022

Unit No.: 80

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

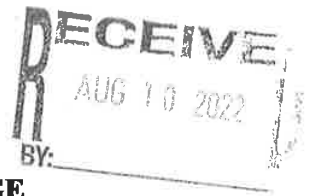
DEEPIKA ALLANA & TARIQ ALLANA
Printed Name of Unit Owner


Signature of Unit Owner

Date: Aug 31, 2022

Unit No.: 51 (1D), 2600 Indian Drive.

Signature Page



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Thomas T. Lid

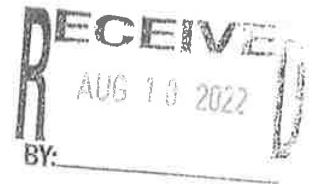
Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/6/2022

Unit No.: 82



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Michael T. Lin
Printed Name of Unit Owner

M T L
Signature of Unit Owner

Date: 8/6/2022

Unit No.: 82

RECEIVED
AUG 10 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Tsan H. Lin
Printed Name of Unit Owner

Tsan H. Lin
Signature of Unit Owner

Date: 8/6/2022
Unit No.: 82

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

RECEIVED
AUG 10 2022
BY: _____

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Susan C. Lind

Printed Name of Unit Owner

Susan C Lind

Signature of Unit Owner

Date: 8/6/2022

Unit No.: 82

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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TEJAL PARMAR

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/31/2022

Unit No.: 357 and unit 83



83

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

John F. Marcellus

Printed Name of Unit Owner

DocuSigned by:

John F. Marcellus

C5AF435889374EE...

Signature of Unit Owner

Date:

8/2/2022 | 9:43:11 AM EDT

Unit No.:

85

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Veronica A. Carter

Printed Name of Unit Owner



Signature of Unit Owner

Date: August 28, 2022

Unit No.: 87

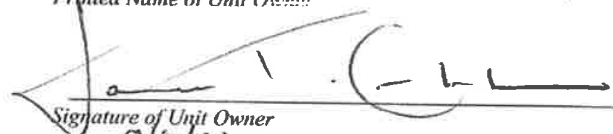
Signature Page

RECEIVED
AUG 18 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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LANCE T. COCKERHAM
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/6/22

Unit No.: 90

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

RECEIVED
AUG 08 2022
BY: _____

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Erika K Rabidou
Printed Name of Unit Owner

Erika K Rabidou
Signature of Unit Owner

Date: 2 Aug 22

Unit No.: 940

RECEIVED
AUG 10 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE BY: _____

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Susan C. Lind
Printed Name of Unit Owner


Signature of Unit Owner

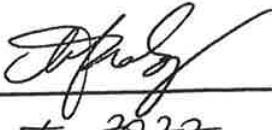
Date: 8/6/2022

Unit No.: 96

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Minela Fernandez Aponte
Printed Name of Unit Owner


Signature of Unit Owner

Date: 5 August 2022

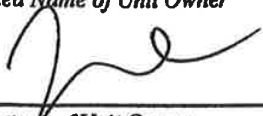
Unit No.: _____

#97

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jorge L. Aponte
Printed Name of Unit Owner


Signature of Unit Owner

Date: 5 August 2022

Unit No.: 98

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Donika Hristova

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/01/2022

Unit No.: 99

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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TROY MANN
Printed Name of Unit Owner



Signature of Unit Owner

Date: 08 AUG 2022

Unit No.: 101

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Eric B Coffman

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/04/2022


Unit No.: 102

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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JAMES S CARREA

Printed Name of Unit Owner



Signature of Unit Owner

Date: 02/18/2022

Unit No.: 104

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jeffrey Festa
Printed Name of Unit Owner

Jeffrey Festa
Signature of Unit Owner

Date: 8/2/2022

Unit No.: 109

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JAMES WEBB

Printed Name of Unit Owner

[Handwritten Signature]

Signature of Unit Owner

Date: 08/27/2022

Unit No.: 111

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Teddy A Stout + Mary W. Stout
Printed Name of Unit Owner

 / 
Signature of Unit Owner

Date: 8/5/2022

Unit No.: 113

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Kristen bieling

Printed Name of Unit Owner

K. Bieling

Signature of Unit Owner

8/7/2022

Date: _____

Unit No.: 114

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Anthony J. Agostinone
Printed Name of Unit Owner

Anthony J. Agostinone
Signature of Unit Owner
Date: 08-02-2022
Unit No.: 115

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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John S. Meredith
Printed Name of Unit Owner

John Meredith
Signature of Unit Owner
Date: 8/31/2022
Unit No.: 117

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Ray D and Leslie C Higgins
Printed Name of Unit Owner

Ray D and Leslie C Higgins
Signature of Unit Owner

Date: 8.8.22

Unit No.: 118

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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HUAN W. FENG

Printed Name of Unit Owner



Signature of Unit Owner

Date: SEP 8, 2022

Unit No.: #119

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Freddy Veloz
Printed Name of Unit Owner

Freddy Veloz
Signature of Unit Owner

Date: 8/10/22
Unit No.: #120

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AUG 04 2022
BY:

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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HUNTINGTON CLUB LLC
Printed Name of Unit Owner

[Signature]
Signature of Unit Owner
Date: 8/4/2022
Unit No.: 121
Club LLC

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Barbara J. Kates
Printed Name of Unit Owner

Barbara J. Kates
Signature of Unit Owner
Date: August 29, 2022
Unit No.: 122

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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① SUSAN MCNEICE
Printed Name of Unit Owner

Susan McNeice
Signature of Unit Owner
Date: 02 Aug 2022
Unit No.: 123

② CAROLYN MCNEICE
Carolyn McNeice
7/2/22
UNIT 123

③ Nancy Murphy
Nancy M. Murphy
August 2, 2022
unit 123

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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FAIRFAX EQUITY LLC
C/O MATTHEW A. PROBUS
Printed Name of Unit Owner

Matthew A. Probus
Signature of Unit Owner
Date: 8/9/2022
Unit No.: 124

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Joseph E. Gregory
Printed Name of Unit Owner

Joseph E. Gregory
Signature of Unit Owner

Date: 8-9-22

Unit No.: 125

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Hiwet L Tesfaye

Printed Name of Unit Owner

DocuSigned by:
Hiwet L Tesfaye

E25D0BCA781B42B

Signature of Unit Owner

Date: 08/09/2022

Unit No.: 2636 Fort Farnsworth #126

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Gregory V. Taibi
Printed Name of Unit Owner

Gregory V. Taibi
Signature of Unit Owner

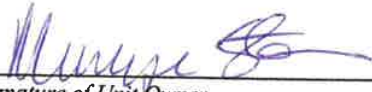
Date: 02 August 2022

Unit No.: 127

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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MARQUE SMOTHER
Printed Name of Unit Owner


Signature of Unit Owner

Date: 5/18/2022
Unit No.: 128

CDA (C) WITH THE PHASE 1 PUBLIC INFRASTRUCTURE. CDAs are special development authorities authorized by state law to finance public infrastructure improvements within a defined area. A CDA can collect revenue, sell bonds, and spend funds for a wide variety of infrastructure such as recreational facilities, public utilities, and transportation improvements.

TIF is a way to finance public infrastructure using the incremental tax revenue generated by the new development within the CDA boundaries. The incremental tax revenue is the additional revenue generated the new development relative to the taxes paid on the existing condominium. In other words, the new community will have more units with higher assessed values, and this additional tax revenue will pay for the Phase 1 public infrastructure. The CDA will issue bonds backed by the projected incremental tax revenues to build the public infrastructure.

For a CDA to be created, 51% of the current landowners within the proposed district must sign a petition to designate the district. Once the petition is submitted, a public notice is published over three consecutive weeks to advertise a public hearing on the formation of the CDA. The Fairfax County Board of Supervisors will hold the public hearing and vote on adopting the ordinance to formally create the CDA.

Public financing of the Phase 1 public infrastructure is necessary, because there is no other source of funds to cover it. As a contractual condition to close, the Phase 1 Land Bay purchasers need certainty that the public infrastructure will be funded and built. The funds from that closing will pay for the early out. The Fairfax County staff have reviewed the project economics and the attached petition. They are recommending approval of a CDA TIF by the Board of Supervisors.

To close on schedule, it is critical that Huntington Club unit owners sign the petition to form the CDA. **Please sign and return the attached signature page to the Huntington Club office by August 31, 2022.** The Virtual Redevelopment Committee meeting on Thursday, August 11 at 7:30 p.m. will include a slide presentation on the CDA TIF. Redevelopment Committee members will contact unit owners who have not responded. Thank you for this essential support.

Sincerely,

Huntington Club Redevelopment Committee

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Carmen Rivera Unit 129

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Carolyn Gail Tarleton
Printed Name of Unit Owner

Carolyn Gail Tarleton
Signature of Unit Owner

Date: 8/29/22

Unit No.: 130

RECEIVED
AUG 15 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

BY: _____
By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

CHRISTOPHER SEKAL
Printed Name of Unit Owner

[Signature]
Signature of Unit Owner

Date: 08/08/2022
Unit No.: 134

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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JOHN J. WISNIEWSKI
Printed Name of Unit Owner

John J. Wisniewski
Signature of Unit Owner
Date: 8/2/22
Unit No.: 138

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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John H. Correll, Jr.
Printed Name of Unit Owner

John H. Correll, Jr.
Signature of Unit Owner

Date: 8-9-22

Unit No.: 2632 Fitz Farnsworth Rd.

Unit # 140

RECEIVED
AUG 15 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Angie Lee

Printed Name of Unit Owner

Angie Lee

Signature of Unit Owner

Date: 8/5/2022

Unit No.: 64 and 141

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jonathan Scribner
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/30/22

Unit No.: #16147

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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 Jacqueline Chavez
Printed Name of Unit Owner

 Jacqueline Chavez
Signature of Unit Owner
Date: 2/4/22
Unit No.: 142

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Michael Brown

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/1/2022

Unit No.: 144

RECEIVED
AUG 08 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Alfredo Escamilla
Printed Name of Unit Owner

A Escamilla
Signature of Unit Owner

Date: 8/5/2022

Unit No.: 145

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

George Morris

Printed Name of Unit Owner



Signature of Unit Owner


Date: **8/8/2022**

Unit No.: **146**

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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CECIL M STACK JR
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/1/2022

Unit No.: 147

RECEIVED
AUG 04 2022
BY:

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Simranjeet Kaur
Printed Name of Unit Owner

KSK
Signature of Unit Owner

Date: 08/03/2022

Unit No.: # 148-1B

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jennifer & Joyce Lavoie
Printed Name of Unit Owner

Jennifer Lavoie
Signature of Unit Owner

Date: 8/6/2022

Unit No.: 149

Joyce Lavoie
8/6/2022

RECEIVED
AUG 03 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Marina S. Anastasiou
Printed Name of Unit Owner


Signature of Unit Owner


Date: 8-2-2022

Unit No.: #150

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Nancy Ferguson
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/2/22

Unit No.: 151

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

PAUL GIRVIN
Printed Name of Unit Owner

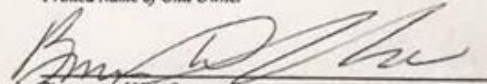
Paul Girvin
Signature of Unit Owner
Date: 8/2/22
Unit No.: 151

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

BONNIE DALESSANDRO
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8-11-2022


Unit No.: 152

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Ralph Kyniston

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8-1-22

Unit No.: 153 (3c)

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Kristen Steingrandt

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/10/2022

Unit No.: 155

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jon Treleaven

Printed Name of Unit Owner

Signature of Unit Owner

Date:

8/28/22

Unit No.

160

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Luciane Juliani

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8-24-22

Unit No.: 160

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Tiffany Cortez and Albert Cortez

Printed Name of Unit Owner

Signature of Unit Owner

Date: 8/4/22

Unit No.: 163

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Subhi Dajani

Printed Name of Unit Owner

Subhi Dajani

Signature of Unit Owner

Date: 08/13/2022

Unit No.: 104

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

DANIEL COUCH
Printed Name of Unit Owner

Daniel Couch
Signature of Unit Owner
Date: 8/24/2022
Unit No.: 167

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

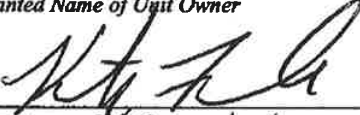
Phyllis Weissman
Printed Name of Unit Owner

Phyllis Weissman
Signature of Unit Owner
Date: August 29, 2022
Unit No.: 168

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Kenton French
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/10/22

Unit No.: 169

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE



By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Julie Ufner
Printed Name of Unit Owner

Julie Ufner
Signature of Unit Owner

Date: 8/2/22

Unit No.: #170

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

ANN MAKOWSKI
Printed Name of Unit Owner

Ann Makowski
Signature of Unit Owner
Date: 8/2/22
Unit No.: 171

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Georgia M + Edward L Prince
Printed Name of Unit Owner

Georgia M. Prince + Edward L. Prince
Signature of Unit Owner

Date: August 8, 2022

Unit No.: 176

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

John McCracken

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/1/2022

Unit No.: 180

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

James G Smith Jr TR
Printed Name of Unit Owner

James G Smith Jr Trustee
Signature of Unit Owner
Date: 8 Aug 2022
Unit No.: 182

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Amal Nadel

Printed Name of Unit Owner

Amal Nadel

Signature of Unit Owner

Date: 08/06/22

Unit No.: 183.1b

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Luigi Dellorso

Printed Name of Unit Owner

LUIGI DELLORSO

Signature of Unit Owner

Date: 08/06/22

Unit No.: 183.1b


Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Bryan Chen

Printed Name of Unit Owner



Signature of Unit Owner

Date: **08/10/2022**

Unit No.: **184**

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).


Michael Wrona
Printed Name of Unit Owner


Signature of Unit Owner
Date: 8/9/2022
Unit No.: 185

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jacqueline Wrona
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/9/22

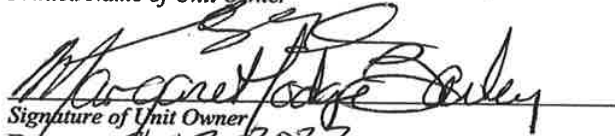
Unit No.: 185

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Gregory P. Bailey
Margaret L. Bailey

Printed Name of Unit Owner



Signature of Unit Owner

Date: 1/12/2022

Unit No.: 186

Signature Page

From: Barbara Lennhoff gm@huntingtonclub.org
Subject: Huntington Club Condominium
CDA Petition
Date: Aug 4, 2022 at 7:31:16 PM
To: undisclosed-recipients undisclosed-
recipients;;
Bcc: Owners@huntingtonclub.org

Dear Huntington Club Condominium Unit Owners:

For those owners who have already submitted their executed petition, thank you.

Owners who have not submitted their executed petition, please take a moment to do so. It is extremely important that we receive everyone's petition no later than August 31, 2022. If your unit has multiple owners, then all must sign. You may send your signed petition to me by email, drop the petition off through the Association Office mail slot or you may fax to 703.960.2960.

The Virtual Redevelopment Committee Meeting will be held next Thursday, August 11th @ 7:30 p.m. The Board of Directors and Redevelopment Committee Members thank you for your support on this essential step in the redevelopment project.

Sincerely, Barbara

Barbara Lennhoff, General Manager
Huntington Club, A Condominium Unit Owners' Association, Inc.
2601 Indian Drive
Alexandria, Virginia 22303

Telephone: 703.960.2400

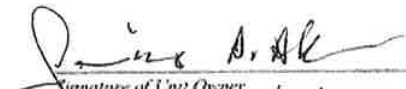
Email Address: gm@huntingtonclub.org

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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JANICE A. ALLEN

Printed Name of Unit Owner


Signature of Unit Owner

Date: 17 August 2022

Unit No.: 188

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Danny L LEUNG

Printed Name of Unit Owner

DocuSigned by:
Danny L LEUNG
C8995CFCCAB142C

Signature of Unit Owner

Date: 08/05/2022

Unit No.: 5711 Indian #189

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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ANN L. NOBLIN
Printed Name of Unit Owner

Ann L. Noblin
Signature of Unit Owner

Date: 8-8-22

Unit No.: 192

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Henry D. Fortney II

Printed Name of Unit Owner



Signature of Unit Owner

Date: 1 AUG 2022

Unit No.: 193

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Scott, Teresa, and Andrew Taylor

Printed Name of Unit Owner

Scott E. Taylor
Teresa S. Taylor

Andrew S. Taylor

Signature of Unit Owner

Date: 8/13/2022

Unit No.: 197

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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William Etheridge
Printed Name of Unit Owner

Will Etheridge
Signature of Unit Owner

Date: August 1, 2022

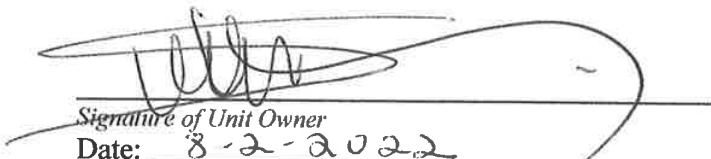
Unit No.: 198

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Suanne Ware-Diaz

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8-2-2022

Unit No.: 200

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Luis F. Diaz

Printed Name of Unit Owner

Luis Felipe Diaz

Signature of Unit Owner

Date: 8/2/2022

Unit No.: 200

Test

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Lucy Hudson

Printed Name of Unit Owner

Bury Hudson

Signature of Unit Owner

Date: *8/3/2022*

Unit No.: *20*

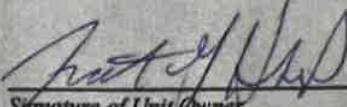
INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Christina Heslink

Nathan G. Heslink
Printed Name of Unit Owner

Christina Heslink
23 August 2022


Signature of Unit Owner
Date: 23 August 2022
Unit No.: 203

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

TERESA A. BRYANT
Printed Name of Unit Owner

Teresa A. Bryant
Signature of Unit Owner
Date: 8/16/2022
Unit No.: 204

INDIVIDUAL UNIT OWNER SIGNATURE PAGE


"A By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JAMES W. ELLIS
Printed Name of Unit Owner
for SDMI Real Estate Holding Co. LL
[Signature]
Signature of Unit Owner
Date: 8/31/22
Unit No.: 205

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Vinh Nguyen
Printed Name of Unit Owner



Signature of Unit Owner

Date: **08/07/2022**

Unit No.: **Unit 208**

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Thomas Kevin Sheil

Printed Name of Unit Owner

Thomas K Sheil

Signature of Unit Owner

Date: Aug 5 2022

Unit No.: 209

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MATTHEW PROBUS
LILY JIN

Printed Name of Unit Owner

Matthew Probus
Lily Jin

Signature of Unit Owner

Date: 8/9/2022

Unit No.: 210

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Chris Hardisty
Printed Name of Unit Owner

Chris Hardisty
Signature of Unit Owner

Date: 8-2-22

Unit No.: 212

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Carole Callahan Richmond

Printed Name of Unit Owner

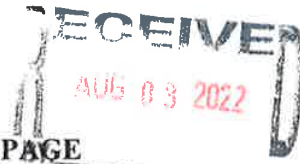
Carole C. Richmond

Signature of Unit Owner

Date: 8/31/2022

Unit No.: 213

Signature Page



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JOHN J HARTMANN

Printed Name of Unit Owner

Signature of Unit Owner

Date: 08-02-2022

Unit No.: 215

RECEIVED
AUG 03 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

William Unkle
Printed Name of Unit Owner

William Unkle
Signature of Unit Owner
Date: 8-2-22
Unit No.: 215

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Michael Ashmead

Printed Name of Unit Owner

Michael Ashmead

Signature of Unit Owner

Date: 8/2/22

Unit No.: 216

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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RUSSELL W. McBroom
Printed Name of Unit Owner

Russell W. McBroom
Signature of Unit Owner
Date: August 2, 2022
Unit No.: 217

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Geoffrey Ida
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8-8-22

Unit No.: 218

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Carolyn Gail Tarleton William Hearn
Printed Name of Unit Owner

Carolyn Gail Tarleton William Hearn
Signature of Unit Owner

Date: 8/29/22

Unit No.: 219

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jessica K. Eddy
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/18/2022

Unit No.: 220


INDIVIDUAL UNIT OWNER SIGNATURE PAGE

executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

James W. Ellis Fox

Printed Name of Unit Owner

SJM Real Estate, LLLP



Signature of Unit Owner

Date: 8/31/22

Unit No.: 222

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

HARRY F. PANE, III
Printed Name of Unit Owner

[Signature]
Signature of Unit Owner

Date: 8/25/2022
Unit No: 224

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Lenore Bell

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/30/2022


Unit No.: 225

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Gregory P. Bailey
Margaret L. Bailey

Printed Name of Unit Owner


Signature of Unit Owner

Date: 8-12-2022

Unit No.: 226

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

HARRY J BROWN
Printed Name of Unit Owner

Harry J Brown
Signature of Unit Owner
Date: AUG. 5, 2022
Unit No.: 219

229

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Michael T. Johnson
Printed Name of Unit Owner

Michael T. Johnson
Signature of Unit Owner
Date: 8/2/2022
Unit No.: 230



CLOSE

DocuSign Envelope ID: 1D0DBB8D-5E84-463A-B343-76B18E3B4781

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

DocuSigned by:
Robert Bell

Printed Name of Unit Owner

Signature of Unit Owner 8/26/2022

Date:

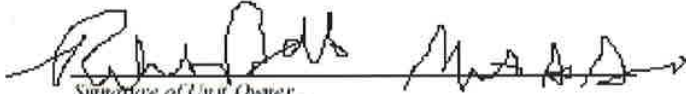
Unit No.: _____ *233*

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Robert P. Bell Mark A. See

Printed Name of Unit Owner



Signature of Unit Owner

Date: August 26, 2022


Unit No.: 233

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Erica E. Pearce
Printed Name of Unit Owner

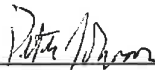

Signature of Unit Owner
Date: 26 August 2022
Unit No.: 234

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Peter Johnson
Printed Name of Unit Owner


Signature of Unit Owner
Date: 8-26-2022
Unit No.: 235

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jessica Taylor, Scott Taylor, Teresa Taylor
Printed Name of Unit Owner

Scott E. Taylor
Teresa Taylor

Jessica Taylor
Signature of Unit Owner

Date: 8/13/2022

Unit No.: 237



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Printed Name of Unit Owner

[Handwritten Signature]

Signature of Unit Owner

Date: 8/3/22

Unit No.: 239 - D

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Yuri Starostine
Printed Name of Unit Owner


Signature of Unit Owner

Date: August 8, 2022

Unit No.: 242 (1B)

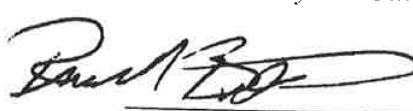
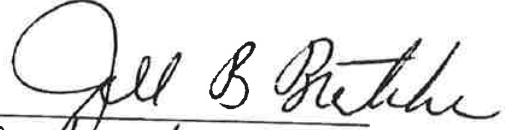
2616 Fort Farnsworth rd.

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Russell Bratcher Jill Bratcher

Printed Name of Unit Owner

Signature of Unit Owner

Date: 8/2/2022

Unit No.: 243

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Carolyn Gail Tarleton
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/29/22

Unit No.: 244

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

RECEIVED
AUG 03 2022
BY: _____

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

John T. Dori

Printed Name of Unit Owner

John T. Dori

Signature of Unit Owner

Date: 8/3/22

Unit No.: 248

Allen M. Dori

Allen M. Dori

Date: 8/3/22

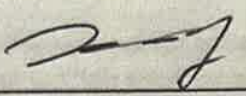
Unit No.: 248

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

William Fry / Josephine Fry
Printed Name of Unit Owner

 / Josephine Fry
Signature of Unit Owner
Date: 08/02/22
Unit No.: 249

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

John T. Martin III & Tarnecia T. Martin

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/5/2022

Unit No.: 251

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Kenneth Beech

Printed Name of Unit Owner

Kenneth Beech

Signature of Unit Owner

Date: 8/19/2022

Unit No.: 256

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Tara West & Corey West
Printed Name of Unit Owner

Corey West & Tara West
Signature of Unit Owner

Date: 8/14/22

Unit No.: 257

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Joseph A. Fisher III
Printed Name of Unit Owner

Joseph A. Fisher III
Signature of Unit Owner

Date: 5/17/22

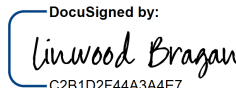
Unit No.: 360

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Linwood Bragan

Printed Name of Unit Owner

DocuSigned by:

C2B1D2F44A3A4E7...

Signature of Unit Owner

Date: 10/12/2022

Unit No.: 264



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Liang Zhou Ben Cao

Printed Name of Unit Owner

Liang Zhou

Ben Cao

Signature of Unit Owner

Date: 8/5/2022

Unit No.: 266

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Thomas Kevin Sheil

Printed Name of Unit Owner

Thomas K Sheil

Signature of Unit Owner

Date: Aug 5 2022

Unit No.: 267

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Janice Monger

Printed Name of Unit Owner

Janice Monger

Signature of Unit Owner

Date: 8/16/22

Unit No.: 0268

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jodie E. Gray
Printed Name of Unit Owner

Jodie E. Gray
Signature of Unit Owner
Date: 8/17/22
Unit No.: 268

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

J & J Property Investment Inc

Printed Name of Unit Owner

Jane Curran

Signature of Unit Owner

Date: 08/25/2022

Unit No.: 2636 Noyan Dr.

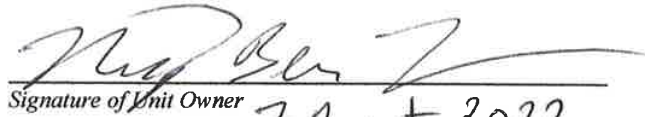
* 270

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Nigel Ben Lewis
Printed Name of Unit Owner


Signature of Unit Owner


Date: 7 August 2022

Unit No.: 272

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Marianne Mason
Printed Name of Unit Owner


Signature of Unit Owner
Date: 8/1/2022
Unit No.: 276

RECEIVED
AUG 10 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

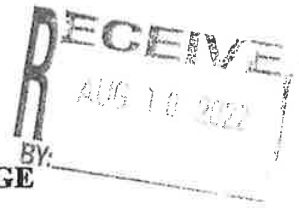
Michael T. Lin
Printed Name of Unit Owner

M T L
Signature of Unit Owner

Date: 8/6/2022

Unit No.: 277

Signature Page



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

SUSAN C. LEW

Printed Name of Unit Owner

Susan C. Lew

Signature of Unit Owner

Date: 8/6/2022

Unit No.: 277

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Thomas T. Lid
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/6/2022

Unit No.: 277

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

PEDRO VALENTIN

Printed Name of Unit Owner

Pedro Valentin

Signature of Unit Owner

Date: 8/10/2022

Unit No.: 278 (2B)

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

David Anderson Sharon Hauselt
Printed Name of Unit Owner

David Anderson Sharon Hauselt
Signature of Unit Owner

Date: 8-2-22
Unit No.: 280

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Terry Lynn Rogers
Printed Name of Unit Owner

Terry Lynn Rogers
Signature of Unit Owner
Date: Aug. 6, 2022
Unit No.: 281

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

James W. Ellis for
Printed Name of Unit Owner
S&M Real Estate Holding Co. LLC
[Signature]
Signature of Unit Owner
Date: 8/31/22
Unit No.: 283

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

John H. Sorrells, Jr.
Printed Name of Unit Owner

John H. Sorrells, Jr.
Signature of Unit Owner

Date: 8-9-22

Unit No.: 2632 Wagon Drive

Unit # 287

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jennifer Lyman

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/10/22

Unit No.: 289

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

HARRY N. JONES LT
Printed Name of Unit Owner

Harry N. Jones
Signature of Unit Owner
Date: 8/7/22
Unit No.: #291

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

George C. Barni
Printed Name of Unit Owner

George C. Barni
Signature of Unit Owner

Date: 8/2/22

Unit No.: 293

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

SUSAN A. IRVINGS

Printed Name of Unit Owner

Susan A. Irving

Signature of Unit Owner

Date: 8/5/2022

Unit No.: 294

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

MANTIKAN ASSOCIATES LLC
Printed Name of Unit Owner

Deen Plarunia
Signature of Unit Owner

Date: August 6 2022

Unit No.: 296

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

ANITA S. CHAPMAN
Printed Name of Unit Owner


Signature of Unit Owner

Date: 4 August 2022

Unit No.: 297

2630 Wagon Dr #2C

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Robin J. Glebes
Printed Name of Unit Owner

Robin J. Glebes
Signature of Unit Owner

Date: 12 Aug 2022

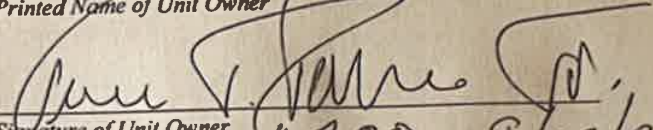
Unit No.: 299

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Jerome J. Palermno Jr.

Printed Name of Unit Owner



Signature of Unit Owner

Date:


300 8/02/2022

Unit No.:

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

SUSAN E KIM
Printed Name of Unit Owner


Signature of Unit Owner
Date: 8/14/22
Unit No.: 301

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jason L. Buchannon

Printed Name of Unit Owner



Signature of Unit Owner

Date: **08/22/2022**

Unit No.: **302**

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

AJOY K SINHA

Printed Name of Unit Owner

Ajoy K Sinha

Signature of Unit Owner

Date: August 9, 2022


Unit No.: 306

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Megan Harmon

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/2/2022

Unit No.: 307

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

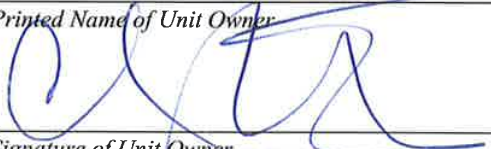
JASON L. CLAXTON
Printed Name of Unit Owner

Jason L. Claxton
Signature of Unit Owner
Date: 9 AUG 2022
Unit No.: 308

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

CHERYL IRWIN
Printed Name of Unit Owner

Signature of Unit Owner
Date: Aug 12, 2022
Unit No.: 309
(2624 wagon, #3C)

Signature Page

- original -

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

James H. Smith Jr TR
Printed Name of Unit Owner

James H. Smith Jr Trustee
Signature of Unit Owner
Date: 8 Aug 2022
Unit No.: 312

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Reddy Sathavaram Indudhar

Printed Name of Unit Owner

DocuSigned by:
S. Sathavaram Indudhar

025EBE6DE43946C

Signature of Unit Owner

Date: _____

Unit No.: 2607 Fort Farnsworth #313

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Trustees Boat's Family Trust of 12/15/03
Thomas + BARBARA BOAT

Printed Name of Unit Owner

Thomas J Boat
Barbara Boat

Signature of Unit Owner

Date: 8/2/22

Unit No.: 317

gme huntington club.org

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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JOSEPH PONTE JR.

Printed Name of Unit Owner

Joseph Ponte Jr

Signature of Unit Owner

Date: 8/30/22

Unit No.: 320

RECEIVED
AUG 10 2022
BY: _____

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jason Vanderburgh
Printed Name of Unit Owner



Signature of Unit Owner
Date: 8/8/22
Unit No.: 321

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Mariela Eberhardt
Printed Name of Unit Owner


Signature of Unit Owner

Date: 08/24/22

Unit No.: 323

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Paul Thibbenzen for K&B Equity
Printed Name of Unit Owner

[Handwritten Signature]
Signature of Unit Owner

Date: 8/5/22

Unit No.: 2620 Wagon Dr IC 325

~~2/24~~

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

SEFERINA LIRIANO

Printed Name of Unit Owner

Seferina Liriano

Signature of Unit Owner

Date: 8/8/2022

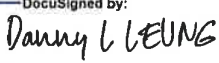
Unit No.: 326

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Wai Lun Leung

Printed Name of Unit Owner

DocuSigned by:

CB995CFCCAB142C...

Signature of Unit Owner

Date: 08/05/2022

Unit No.: 2620 wagon #328

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Jessica Shiao

Printed Name of Unit Owner

Jessie Shiao

Signature of Unit Owner

Date: 8/20/22

Unit No.: 329

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Warren B. Clayton
Printed Name of Unit Owner

Warren B. Clayton
Signature of Unit Owner

Date: 8/26/22

Unit No.: 332

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Maria D. Clayton
Printed Name of Unit Owner

Maria D. Clayton
Signature of Unit Owner

Date: 8/26/2022

Unit No.: 332

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

JACKIE L HOOPER
Printed Name of Unit Owner

Jackie L Hooper
Signature of Unit Owner

Marion E. Hooper
Printed Name of Unit Owner

Marion E Hooper
Signature of Unit Owner

Date: 8/2/2022

Unit No.: 334

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Gilcom Smith Sr

Printed Name of Unit Owner

Gilcom Smith Sr

Signature of Unit Owner


Date: Aug 30, 2022

Unit No.: 335

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Stephane Balos
Printed Name of Unit Owner

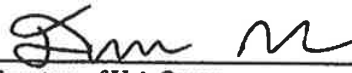

Signature of Unit Owner

Date: 8/26/22
Unit No.: 337

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Dwana Hall
Printed Name of Unit Owner


Signature of Unit Owner

Date: 9/26/22

Unit No.: 337

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

ASTER BASAZNEW

Printed Name of Unit Owner

Aster Basaznew

Signature of Unit Owner

Date: 08/28/2022

Unit No.: 338

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

TESFAYE ASSEFA

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/28/2022

Unit No.: 338

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Thomas Dickey
Printed Name of Unit Owner

[Handwritten Signature]
Signature of Unit Owner


Date: 8/10/22

Unit No.: 339

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Marvin B. Rubin
Printed Name of Unit Owner


Signature of Unit Owner
Date: Aug 6, 2022
Unit No.: 370

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

BEL ST JOHN DAY

Printed Name of Unit Owner

BEL ST JOHN DAY

Signature of Unit Owner

Date: 08/03/2022

Unit No.: 342

1 OF 2

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

STEVEN DAY

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/03/2022

Unit No.: 342

2 OF 2

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Dennis Grierson, Trustee
Printed Name of Unit Owner

Dennis Grierson
Signature of Unit Owner

Date: 8/4/2022
Unit No.: 343

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Angela Marie McDowell

Printed Name of Unit Owner

**Angela Marie
McDowell**

Digitally signed by Angela
Marie McDowell
Date: 2022.08.03 17:18:58
-04'00'

Signature of Unit Owner

Date: 3 August 2022

Unit No.: #344

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Deborah Madden
Printed Name of Unit Owner

Deborah Madden
Signature of Unit Owner
Date: August 31, 2022
Unit No.: 346

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Daniel Hayes
Printed Name of Unit Owner


Signature of Unit Owner

Date: 29 Aug 2022

Unit No.: 348

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Laura M. Zybrick

Printed Name of Unit Owner

Laura M Zybrick

Signature of Unit Owner

Date: 8/5/2022

Unit No.: 349

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

Steven K. Beckner
Printed Name of Unit Owner

Steven K. Beckner
Signature of Unit Owner

Date: 8/2/2022

Unit No.: 350




RECEIVED
AUG 22 2022

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Barbara McDaniel
Printed Name of Unit Owner


Signature of Unit Owner

Date: 8/9/22

Unit No.: 354

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

By executing below, the undersigned Petitioner (i) represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver the Petition to which this signature page is attached (the "Petition") and (ii) agrees to the Petition to which this signature page is attached and hereby provides a written waiver of the 30-day period to withdraw its signature from the Petition as provided in Virginia Code § 15.2-5156(B).

DANIEL JOSEF ELINS

Printed Name of Unit Owner

Daniel Josef Elins

Signature of Unit Owner

Date: 8/6/2022

Unit No.: 355

5733 N. KINGS HIGHWAY
ALEXANDRIA, VA

355

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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TEJAL PARMAR

Printed Name of Unit Owner



Signature of Unit Owner

Date: 08/31/2022

Unit No.: 357 and unit 83



RECEIVED
AUG 04 2022
BY:

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Philip R Smith

Printed Name of Unit Owner

PS

Signature of Unit Owner

Date: 3 August 2022

Unit No.: 358

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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ZORISLAV Baydyuk
Printed Name of Unit Owner

Z Baydyuk
Signature of Unit Owner

Date: 08/14/2022

Unit No.: 359

Signature Page

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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James R. Hiner,

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/29/22

Unit No.: 360

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Katherine M. Hiner

Printed Name of Unit Owner



Signature of Unit Owner

Date: 8/29/22

Unit No.: 360



INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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LEWRENE GLASER

Printed Name of Unit Owner

Lewrene Glaser

Signature of Unit Owner

Date: 8/4/22

Unit No.: 361

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Barbara Rice James Rice
Printed Name of Unit Owner

Barbara Rice JR
Signature of Unit Owner
Date: 2/29/2022
Unit No.: 303

INDIVIDUAL UNIT OWNER SIGNATURE PAGE

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Huiqin Zhao

Lawrence Hong June Chen

Printed Name of Unit Owner

DocuSigned by:
Huiqin Zhao
F58EC70D1EE14B6

DocuSigned by:
Lawrence Hong June Chen
DADEF458950445D

Signature of Unit Owner
Date: 08/06/2022

08/06/2022

Unit No.: 5743 N Kings #364

SCHEDULE 1

Current Property Owners

Of the current property owners listed below, owners of \$40,084,010 million of 2021 tax assessed value have signed the petition, representing 60.12% of the total assessed value of \$66,671,150.

TAX MAP NO.	UNIT OWNER	2021 TAX ASSESSED VALUE	PAR VALUE	SIGNED PETITION
0831 23 0001	GREATER SUBURBAN HOMES LLC	\$194,910	415	Y
0831 23 0002	NEWSOM MARK F	\$147,780	310	Y
0831 23 0003	PATTERSON JUSTIN P	\$211,400	499	Y
0831 23 0004	STAVREVA BRIGITA	\$199,140	420	Y
0831 23 0005	MOORE RICHARD A	\$211,400	499	Y
0831 23 0006	STEPHENS RODGER R	\$199,140	420	Y
0831 23 0007	SOTERA STEVEN J SOTERA CARMENCITA D	\$211,400	499	Y
0831 23 0008	SMITH CALVIN M SMITH SIERRA L	\$199,140	420	Y
0831 23 0009	RICE RONALD L TR RICE KAREN TR	\$147,780	310	Y
0831 23 0010	KING VELTER H JR HEIRS OF C/O VANITA C KING	\$147,780	310	Y
0831 23 0011	CHIN MOIFAIR	\$180,270	379	Y
0831 23 0012	MAYERS BRENDA C	\$199,140	420	Y
0831 23 0013	SULFARO ERIC G TR	\$180,270	379	Y
0831 23 0014	KIMBERLY CHARLES MICHAEL TR	\$199,140	420	Y
0831 23 0015	MOPARTHI RAJA ABHINAY	\$180,270	379	
0831 23 0016	HUANG YANSHENG	\$199,140	420	Y
0831 23 0017	ASHWORTH JOHN E	\$147,780	310	Y
0831 23 0018	VANN RONALD EARL TR	\$147,780	310	
0831 23 0019	PRUETT JESSE P	\$180,270	379	Y
0831 23 0020	SPONBERG JANA LEE	\$199,140	420	Y
0831 23 0021	ZWICKER DANIELLE B	\$180,270	379	Y
0831 23 0022	ABDALLA SASHA	\$199,140	420	Y
0831 23 0023	MULCAHY THOMAS JOHN TR	\$180,270	379	Y
0831 23 0024	FAIRBANKS DEBORAH L TR	\$199,140	420	
0831 23 0025	DAVAADORJ BATTUVSHIN	\$147,780	310	
0831 23 0026	LIN LIRONG	\$194,910	415	Y
0831 23 0027	DEENEY MAJELLA	\$180,270	379	Y
0831 23 0028	ABRAHAM AMJAD A	\$232,840	539	
0831 23 0029	LEUNG WAI LUN	\$180,270	379	Y
0831 23 0030	JEONG SEOKKOO	\$232,840	539	Y
0831 23 0031	TABER ALBERT R IV	\$180,270	379	Y
0831 23 0032	JOYCE JOHN M TR	\$232,840	539	Y

0831 23 0033	IRWIN ROSSMAN P III	\$194,910	415	y
0831 23 0034	CEARNAL DAVID E CEARNAL LAURA R	\$147,780	310	
0831 23 0035	IRWIN ROSSMAN PHILIP III	\$211,400	499	y
0831 23 0036	PACHECO LIMARY SAUREZ	\$199,310	420	
0831 23 0037	TIWARI SATYANAND	\$211,710	499	
0831 23 0038	NGUYEN MAI PHUONG	\$199,140	420	y
0831 23 0039	DUFEK BARBARA A	\$211,710	499	y
0831 23 0040	DEAK LUKA DEAK MILICA	\$199,140	420	
0831 23 0041	MORNING SUN RENTALS LLC	\$147,780	310	y
0831 23 0042	LYK LLC	\$147,780	310	y
0831 23 0043	BHOOMBLA KULWINDER	\$180,270	379	
0831 23 0044	RIZER TIMOTHY E	\$199,140	420	
0831 23 0045	POTOMAC WEST MANAGEMENT LLC	\$180,270	379	
0831 23 0046	FOSS CHRISTOPHER P FOSS RITA L	\$199,140	420	
0831 23 0047	DELAQUIS RICHARD	\$180,270	379	y
0831 23 0048	HUNTING INVESTMENTS LLC	\$199,140	420	y
0831 23 0049	BARCENA CARLOS	\$147,780	310	y
0831 23 0050	BALL GARY J	\$147,780	310	
0831 23 0051	CATES LILLIAN L CATES MARK L	\$180,270	379	y
0831 23 0052	LARSON DANIEL A	\$199,140	420	y
0831 23 0053	HEROLD ANDREW G JR	\$180,270	379	
0831 23 0054	YOHANNES ELENI	\$199,140	420	
0831 23 0055	GRIERSON DENNIS LEE TR	\$180,270	379	y
0831 23 0056	WOLDESEMIAT HIWOT A	\$199,140	420	
0831 23 0057	BROWN JAMES EDWARD III	\$147,780	310	
0831 23 0058	WILLIAMS AMANDA	\$147,780	310	
0831 23 0059	FERNANDES MANUEL R	\$180,270	379	y
0831 23 0060	MASTER ARMOND GOMES	\$199,140	420	
0831 23 0061	LUO YUANYING	\$180,270	379	
0831 23 0062	DJENADIJA SUZANA	\$199,140	420	
0831 23 0063	HENNESSEY STUART	\$180,270	379	
0831 23 0064	LEE ANGIE N	\$199,140	420	y
0831 23 0065	PRESTIGE GROUP INC	\$147,780	310	y
0831 23 0066	FESTA JEFFREY W	\$147,780	310	y
0831 23 0067	HICKS WILLIAM HOWARD	\$180,270	379	y
0831 23 0068	FLORES ARIANA B	\$199,140	420	
0831 23 0069	JARVIS HOLDINGS LLC	\$180,270	379	y
0831 23 0070	TUCKER LLOYD J	\$199,140	420	y
0831 23 0071	BLUM RICHARD J	\$180,270	379	y
0831 23 0072	FURTH DAVID G TR	\$199,140	420	
0831 23 0073	HEIDEMANN HOWARD	\$147,780	310	

0831 23 0074	STEVENSON JAMES L ROSE LONNIE L	\$202,020	469	y
0831 23 0075	ABEYSEKERA PRASANGA M	\$180,270	379	
0831 23 0076	FORD HENRY E FORD LOIS J	\$174,130	345	y
0831 23 0077	Name Withheld By Request	\$145,590	290	y
0831 23 0078	BISI ROBERT	\$180,270	379	
0831 23 0079	RUTLEDGE MARY A RUTLEDGE LAURA E	\$174,130	345	
0831 23 0080	FRANKEL JACK I	\$145,590	290	y
0831 23 0081	REDDY DEEPIKA	\$180,270	379	y
0831 23 0082	LIN SUSAN C	\$174,130	345	y
0831 23 0083	DARJI PRITESH	\$145,590	290	y
0831 23 0084	ABEYSEKERA PRASANGA M	\$202,020	469	
0831 23 0085	MARCELLUS JOHN F	\$147,780	310	y
0831 23 0086	ROCHA-CLAROS LUZ V	\$145,590	290	
0831 23 0087	CARTER VERONICA A	\$174,130	345	y
0831 23 0088	BHOOMBLA KULWINDER K	\$180,270	379	
0831 23 0089	OLIVER CHARLOTTE C	\$145,590	290	
0831 23 0090	COCKERHAM LANCE T TR	\$174,130	345	y
0831 23 0091	KARKI MAYA	\$180,270	379	
0831 23 0092	NGUYEN VAN DUC	\$145,590	290	
0831 23 0093	ASSAR NANDINI	\$174,130	345	
0831 23 0094	RABIDOUX ERIKA K	\$180,270	379	y
0831 23 0095	BAKER RICHARD L AND MARGIE S	\$147,780	310	
0831 23 0096	LIN SUSAN	\$147,780	310	y
0831 23 0097	FERNANDEZ-APONTE MINELA TR	\$180,270	379	y
0831 23 0098	APONTE JORGE	\$199,140	420	y
0831 23 0099	HRISTOVA DONIKA	\$180,270	379	y
0831 23 0100	BENNETT WHITNEY S	\$199,140	420	
0831 23 0101	MANN TROY A	\$180,270	379	y
0831 23 0102	COFFMAN ERIC B	\$199,140	420	y
0831 23 0103	LEE MICHAEL E	\$147,780	310	
0831 23 0104	CARRERA JAMES	\$194,910	415	y
0831 23 0105	MCKEW ROBERT E	\$180,270	379	
0831 23 0106	KEANE MATTHEW J	\$232,840	539	
0831 23 0107	GEE EDMUND A	\$180,270	379	
0831 23 0108	SCHERER LINDA S	\$232,840	539	
0831 23 0109	FESTA JEFFREY	\$180,270	379	y
0831 23 0110	VILLA FRANCISCO	\$232,840	539	
0831 23 0111	WEBB JAMES	\$202,020	469	y
0831 23 0112	M AND M PLUS THREE LLC	\$147,780	310	
0831 23 0113	STOUT TEDDY A STOUT MARY W	\$145,590	290	y
0831 23 0114	BIELING KRISTEN M	\$174,130	345	y

0831 23 0115	AGOSTINONE ANTHONY J	\$180,270	379	y
0831 23 0116	DARJI PRITESH	\$145,590	290	
0831 23 0117	MEREDITH JOHN S	\$174,130	345	y
0831 23 0118	HIGGINS LESLIE C	\$180,270	379	y
0831 23 0119	FENG HUAN W	\$145,590	290	y
0831 23 0120	VELEZ FREDDY	\$174,130	345	y
0831 23 0121	121 FARNSWORTH LLC C/O HUNTINGTON CLUB LLC	\$180,270	379	y
0831 23 0122	KATES BARBARA JEANNE	\$147,780	310	y
0831 23 0123	MCNEICE SUSAN L	\$147,780	310	y
0831 23 0124	Name Withheld By Request	\$180,270	379	y
0831 23 0125	GREGORY JOSEPH EUGENE TR	\$199,140	420	y
0831 23 0126	TESFAYE HIWET L	\$180,270	379	y
0831 23 0127	TAIBI GREGORY V	\$199,140	420	y
0831 23 0128	STROTHER MONIQUE	\$180,270	379	y
0831 23 0129	RIVERADECUELLAR CARMEN E	\$199,140	420	y
0831 23 0130	TARLETON CAROLYN G	\$147,780	310	y
0831 23 0131	WIEDERKEHR ROBERT R V TR WIEDERKEHR YVONNE E TR	\$147,780	310	
0831 23 0132	BAGLEY CHEQUITA N	\$180,270	379	
0831 23 0133	COLEMAN ELIZABETH J	\$199,140	420	
0831 23 0134	SEGAL CHRISTOPHER	\$180,270	379	y
0831 23 0135	SANTIZO ROSENDA E	\$199,140	420	
0831 23 0136	ABRAHAM IBRAHIME C/O CHEVY CHASE BANK	\$180,270	379	
0831 23 0137	ALEMU TSEDEY	\$199,140	420	
0831 23 0138	WISNIEWSKI JOHN J	\$147,780	310	y
0831 23 0139	EQUITY TRUST COMPANY	\$147,780	310	
0831 23 0140	SORRELLS JOHN H JR	\$180,270	379	y
0831 23 0141	LEE ANGIE N	\$199,140	420	y
0831 23 0142	SCRIBNER JONATHAN TR	\$180,270	379	y
0831 23 0143	CHAVEZ MARTIN J CHAVEZ JACQUELINE D	\$199,140	420	y
0831 23 0144	BROWN MICHAEL	\$180,270	379	y
0831 23 0145	ESCAMILLA ALFREDO	\$199,140	420	y
0831 23 0146	MORRIS GEORGE	\$147,780	310	y
0831 23 0147	HOOPER JACKIE L TR	\$202,020	469	y
0831 23 0148	DHILLON TEJPAL S	\$180,270	379	y
0831 23 0149	LAVOIE JOYCE	\$174,130	345	y
0831 23 0150	ANASTASIOU MARIA S	\$145,590	290	y
0831 23 0151	FERGUSON NANCY J	\$180,270	379	y
0831 23 0152	DALESSANDRO BONNIE L	\$174,130	345	y
0831 23 0153	KYNISTON RALPH	\$145,590	290	y
0831 23 0154	SUPERVIELLE ANGELA LEONILA	\$180,270	379	
0831 23 0155	STEINGRANDT KRISTEN L	\$174,130	345	y

0831 23 0156	ABRAHAM AMJAD A	\$145,590	290	
0831 23 0157	RAMIREZ OSMIN	\$194,910	415	
0831 23 0158	FURLOW CHECHENA M	\$147,780	310	
0831 23 0159	ABEYSEKERA PRASANGA M	\$211,400	499	
0831 23 0160	TRELEAVEN JON C	\$199,310	420	y
0831 23 0161	FULLER A LYNETTE	\$211,400	499	
0831 23 0162	KWAK CHONG H	\$199,140	420	
0831 23 0163	CORTEZ ALBERT	\$211,400	499	y
0831 23 0164	DAJANI SUBHI	\$199,140	420	y
0831 23 0165	WARD PAUL	\$147,780	310	
0831 23 0166	HAREN CHRISTOPHER R	\$147,780	310	
0831 23 0167	COUCH DANIEL J	\$180,270	379	y
0831 23 0168	WEISSMAN STEPHEN AND PHYLLIS	\$199,140	420	y
0831 23 0169	FRENCH KENTON B	\$180,270	379	y
0831 23 0170	UFNER JULIE A	\$199,140	420	y
0831 23 0171	MAKOWSKI ANN	\$180,270	379	y
0831 23 0172	SANDERS ANGELA J	\$199,140	420	
0831 23 0173	JOHNSON STEPHEN D	\$147,780	310	
0831 23 0174	GARZA NICOLAS A	\$147,780	310	
0831 23 0175	CHATHAM MYRRIA D	\$180,270	379	
0831 23 0176	PRINCE EDWARD L AND GEORGIA M	\$199,140	420	y
0831 23 0177	LEBEDEVA NINA V	\$180,270	379	
0831 23 0178	AMIN MITESH S	\$199,140	420	
0831 23 0179	Name Withheld By Request	\$180,270	379	
0831 23 0180	MCCRACKEN JOHN JR	\$199,140	420	y
0831 23 0181	GONZALEZ ZEKE X	\$147,780	310	
0831 23 0182	SMITH JAMES GORDON JR TR	\$147,780	310	y
0831 23 0183	NADEL AMAL	\$180,270	379	y
0831 23 0184	CHEN BRYAN	\$199,140	420	y
0831 23 0185	Name Withheld By Request	\$180,270	379	y
0831 23 0186	KARMA PROPERTIES LLC	\$199,140	420	y
0831 23 0187	YUEN SOPHIA L	\$180,270	379	
0831 23 0188	JAIBAB LLC	\$199,140	420	y
0831 23 0189	LEUNG WAI LUN	\$147,780	310	y
0831 23 0190	Name Withheld By Request	\$194,910	415	
0831 23 0191	HOFFMANN JOHN M	\$180,270	379	
0831 23 0192	NOBLIN ANN L	\$232,840	539	y
0831 23 0193	FORTNEY HENRY D II	\$180,270	379	y
0831 23 0194	AKERS WANDA M	\$232,840	539	
0831 23 0195	SATTERWHITE ANTHONY T SATTERWHITE SHEILAH M	\$180,270	379	
0831 23 0196	BROWN CEDRIC A	\$232,840	539	

0831 23 0197	TAYLOR SCOTT	\$194,910	415	y
0831 23 0198	ETHERIDGE WILLIAM D TR	\$147,780	310	y
0831 23 0199	ABRAHAM IBRAHIME	\$211,400	499	
0831 23 0200	DIAZ LUIS FELIPE TR	\$199,140	420	y
0831 23 0201	HUDSON LUCY KATHRYN GRIER	\$211,400	499	y
0831 23 0202	ADAMS MARY J	\$199,140	420	
0831 23 0203	HESLINK NATHAN	\$211,400	499	y
0831 23 0204	BRYANT TERESA A	\$199,140	420	y
0831 23 0205	SDM REAL ESTATE HOLDING COMPANY LLC	\$147,780	310	y
0831 23 0206	JACKSON WILLIAM J	\$147,780	310	
0831 23 0207	ANDRADE EDWIN R	\$180,270	379	
0831 23 0208	NGUYEN VINH Q	\$199,140	420	y
0831 23 0209	SHEIL THOMAS K	\$180,270	379	y
0831 23 0210	Name Withheld By Request	\$199,140	420	y
0831 23 0211	DEPTA SCOTT J TR	\$180,270	379	
0831 23 0212	Name Withheld By Request	\$199,140	420	y
0831 23 0213	RICHMOND CAROLE C	\$147,780	310	y
0831 23 0214	LOVELL TATIANA	\$147,780	310	
0831 23 0215	HARTMANN JOHN J	\$180,270	379	y
0831 23 0216	ASHMEAD MICHAEL ALBERT	\$199,140	420	y
0831 23 0217	MC BROOM RUSSELL W	\$180,270	379	y
0831 23 0218	IDA GEOFFREY H	\$199,140	420	y
0831 23 0219	TARLETON CAROLYN GAIL	\$180,270	379	y
0831 23 0220	EDDY JESSICA KRISTINE	\$199,140	420	y
0831 23 0221	ABEYSEKERA PRASANGA M	\$150,730	310	
0831 23 0222	SDM REAL ESTATE LLLP	\$147,780	310	y
0831 23 0223	NEWSOME JOHN R	\$180,270	379	
0831 23 0224	RAAB HARRY F RAAB KATHRYN A	\$199,140	420	y
0831 23 0225	BELL LENORE MARCY	\$180,270	379	y
0831 23 0226	KARMA PROPERTIES LLC	\$199,140	420	y
0831 23 0227	CHIPANA FLORENTINA	\$180,270	379	
0831 23 0228	WAHI SURINDER K WAHI SUNITA	\$199,140	420	
0831 23 0229	BROWN HARRY J TR	\$147,780	310	y
0831 23 0230	JOHNSON MICHAEL T	\$202,020	469	y
0831 23 0231	COOPER REBECCA L	\$180,270	379	
0831 23 0232	SUH THOMAS	\$174,130	345	
0831 23 0233	BELL ROBERT P	\$145,590	290	y
0831 23 0234	PEARCE ERICKA E	\$180,270	379	y
0831 23 0235	JOHNSON PETER L ET AL	\$174,130	345	y
0831 23 0236	SERBAROLI ADRIENNE	\$145,590	290	
0831 23 0237	TAYLOR SCOTT	\$180,270	379	y

0831 23 0238	BLIGH ISABEL CASSIDY HEIRS OF C/O LAURA CLAIRE BLIGH	\$174,130	345	
0831 23 0239	WANG JEANNE	\$145,590	290	y
0831 23 0240	MCKEVITT KAREN	\$202,020	469	
0831 23 0241	MYHOME REALTY LLC	\$147,780	310	
0831 23 0242	STAROSTINE YURI NICKOLAEVICH	\$145,590	290	y
0831 23 0243	BRATCHER RUSSELL LEE	\$174,130	345	y
0831 23 0244	TARLETON CAROLYN GAIL	\$180,270	379	y
0831 23 0245	BARNEY JONATHAN F	\$145,590	290	
0831 23 0246	AKHMEROV TIMUR	\$174,130	345	
0831 23 0247	M AND M PLUS THREE LLC	\$180,270	379	
0831 23 0248	DORI JOHN T DORI ALLEN M ET UX	\$145,590	290	y
0831 23 0249	FRY WILLIAM F	\$174,130	345	y
0831 23 0250	GUZMAN YOVANIS ARNOLD SALVADOR	\$180,270	379	
0831 23 0251	MARTIN JOHN	\$147,780	310	y
0831 23 0252	ROWLEY BETH C	\$147,780	310	
0831 23 0253	K AND A PROPERTIES LLC	\$180,270	379	
0831 23 0254	SNYDER REBECCA	\$199,140	420	
0831 23 0255	BROOKS TEQUILA	\$180,270	379	
0831 23 0256	BEECH KENNETH L	\$199,140	420	y
0831 23 0257	WEST COREY T	\$180,270	379	y
0831 23 0258	EVANS ROBERT ALAN	\$199,140	420	
0831 23 0259	STEWART WILLIAM A IV	\$147,780	310	
0831 23 0260	FISHER JOSEPH A 3RD	\$194,910	415	y
0831 23 0261	BELLITTO VICTOR	\$180,270	379	
0831 23 0262	DONOHUE CHRISTOPHER J	\$232,840	539	
0831 23 0263	IGE OLUFOLAJIMI TR	\$180,270	379	
0831 23 0264	BRAGAN C LINWOOD	\$232,840	539	y
0831 23 0265	LIUMI INVESTMENT LLC	\$180,270	379	
0831 23 0266	ZHOU LIANG	\$232,840	539	y
0831 23 0267	SHEIL THOMAS K	\$194,910	415	y
0831 23 0268	MONGER JANICE ATTN JODIE GRAY	\$147,780	310	y
0831 23 0269	HAWKINS SCARLETT S	\$211,400	499	
0831 23 0270	J AND J PROPERTY INVESTMENT INC	\$199,140	420	y
0831 23 0271	CHIN WILLIAM K CHIN KATHERINE Y	\$211,400	499	
0831 23 0272	LEWIS NIGEL	\$199,140	420	y
0831 23 0273	BAUGH NATHANIEL R	\$211,400	499	
0831 23 0274	RADJENOVIC MILAN	\$199,140	420	
0831 23 0275	NGUYEN VU	\$147,780	310	
0831 23 0276	MASON MARIANNE T	\$147,780	310	y
0831 23 0277	LIN TSAN H	\$180,270	379	y
0831 23 0278	VALENTIN PEDRO JR	\$199,140	420	y

0831 23 0279	MAI NGUYET	\$180,270	379	
0831 23 0280	ANDERSON DAVID G HAUSELT SHARON L	\$199,140	420	y
0831 23 0281	Name Withheld By Request	\$180,270	379	y
0831 23 0282	SHI YONG S CHENG TSUI P	\$199,140	420	
0831 23 0283	SDM REAL ESTATE HOLDING COMPANY LLC	\$147,780	310	y
0831 23 0284	BORRISON SANTOSH A BORRISON RASHMI	\$147,780	310	
0831 23 0285	COX IREM	\$180,270	379	
0831 23 0286	LEON ANDRES ENRIQUE	\$199,140	420	
0831 23 0287	SORRELLS JOHN H JR	\$180,270	379	y
0831 23 0288	AGETA MEKONNEN H	\$199,140	420	
0831 23 0289	LYMAN JENNIFER L	\$180,270	379	y
0831 23 0290	TESSEMA ABESELOM K	\$199,140	420	
0831 23 0291	JONES HARRY N 3RD	\$147,780	310	y
0831 23 0292	DELAWDER DARRYL K BUNCH ANDREA L	\$202,020	469	
0831 23 0293	BARNS GEORGE C	\$180,270	379	y
0831 23 0294	IRVINGS SUSAN	\$174,130	345	y
0831 23 0295	PATHWAY HOMES INC	\$145,590	290	
0831 23 0296	MANJIKAN ASSOCIATES LLC	\$180,270	379	y
0831 23 0297	CHAPMAN ANITA S	\$174,130	345	y
0831 23 0298	ASSOURI RASHEL D	\$145,590	290	
0831 23 0299	GLEBES ROBIN JOSEPH	\$180,270	379	y
0831 23 0300	PALERMINO JEROME J JR	\$174,130	345	y
0831 23 0301	KIM SUSAN E	\$145,590	290	y
0831 23 0302	BUCHANNON JASON L	\$202,020	469	y
0831 23 0303	ROGERS CHRISTOPHER E	\$147,780	310	
0831 23 0304	HUANG YUEN H C/O WJD MANAGEMENT	\$145,590	290	
0831 23 0305	SAUER CHARLES D	\$174,130	345	
0831 23 0306	SINHA AJOY	\$180,270	379	y
0831 23 0307	HARMON PHILLIHP LIND TR	\$145,590	290	y
0831 23 0308	CLAXTON JASON L	\$174,130	345	y
0831 23 0309	SERAGLIO LLC	\$180,270	379	y
0831 23 0310	GETTINGS CHRISTINE N	\$145,590	290	
0831 23 0311	BOGEMA PHILIP A	\$174,130	345	
0831 23 0312	SMITH JAMES GORDON JR TR	\$180,270	379	y
0831 23 0313	REDDY SATHAVARAM INDUHAR	\$147,780	310	y
0831 23 0314	YI MAENG YUL AND POK RAN C	\$147,780	310	
0831 23 0315	COAL YARD LLC	\$180,270	379	
0831 23 0316	VOHRA SUBHASH	\$199,140	420	
0831 23 0317	BOOTS THOMAS J TR	\$180,270	379	y
0831 23 0318	TSOY ELENA	\$199,140	420	
0831 23 0319	CHOI TED Y	\$180,270	379	

0831 23 0320	PONTE JOSEPH JR	\$199,140	420	y
0831 23 0321	VANDEBURGH JASON	\$147,780	310	y
0831 23 0322	MCGUINNESS JAMES P	\$194,910	415	
0831 23 0323	DELGADILLO-PADILLA MARIELA	\$180,270	379	y
0831 23 0324	BRANNAM FAITH M	\$232,840	539	
0831 23 0325	K&B EQUITIES LLC	\$180,270	379	y
0831 23 0326	LIRIANO SEFERINA	\$232,840	539	y
0831 23 0327	AMAJAD ABRAHAM	\$180,270	379	
0831 23 0328	LEUNG WAI LUN	\$232,840	539	y
0831 23 0329	SHIAO JESSICA	\$201,520	549	y
0831 23 0330	JOU JENNY	\$201,520	549	
0831 23 0331	CROWDER KEATON	\$209,620	649	
0831 23 0332	CLAYTON WARREN B CLAYTON MARIA D	\$209,620	649	y
0831 23 0333	HOLLIDAY RYAN	\$201,520	549	
0831 23 0334	HOOPER JACKIE L TR	\$201,520	549	y
0831 23 0335	SMITH GILLOM JR SMITH JACQUELINE D	\$209,930	649	y
0831 23 0336	SAWANT INDRA	\$209,620	649	
0831 23 0337	HALL DWANA	\$201,520	549	y
0831 23 0338	ASSEFA TESFAYE BASAZNEW ASTER	\$201,520	549	y
0831 23 0339	DICKEY THOMAS L	\$209,620	649	y
0831 23 0340	RUBIN MARVIN B	\$209,620	649	y
0831 23 0341	ABIOYE OLUSEQUN OYEYINKA	\$201,520	549	
0831 23 0342	DAY BEL ST JOHN	\$201,520	549	y
0831 23 0343	GRIERSON DENNIS LEE TR	\$209,620	649	y
0831 23 0344	MCDOWELL ANGELA MARIE	\$209,930	649	y
0831 23 0345	GRIFFITH AUREUS	\$201,520	549	
0831 23 0346	MADDEN DEBORAH J	\$201,520	549	y
0831 23 0347	RAYNOR VALERIE A	\$209,620	649	
0831 23 0348	HAYES DANIEL L	\$209,620	649	y
0831 23 0349	ZYBRICK LAURA M	\$201,520	549	y
0831 23 0350	BECKNER STEVEN K	\$201,520	549	y
0831 23 0351	BEAL LAURA ELIZABETH	\$209,620	649	
0831 23 0352	GUSTAFSON MARIANNE	\$209,620	649	
0831 23 0353	SPAR STEVEN M	\$201,520	549	
0831 23 0354	MCDANIEL BARBARA	\$201,520	549	y
0831 23 0355	ELINS DANIEL J	\$209,620	649	y
0831 23 0356	FORSBERG GEORGE DAVID	\$209,620	649	
0831 23 0357	PARMAR TEJAL	\$201,520	549	y
0831 23 0358	SMITH PHILIP ROBERT	\$201,520	549	y
0831 23 0359	BAYDYUK ZORISLAV BAYDYUK MARYNA	\$209,620	649	y
0831 23 0360	MOORE KATHERINE L	\$209,620	649	y

0831 23 0361	GLASER LEWRENE	\$201,520	549	y
0831 23 0362	JOHANSEN DANA R	\$201,520	549	
0831 23 0363	RICE JAMES B	\$209,620	649	y
0831 23 0364	ZHAO HUIQIN	\$220,110	649	y

EXHIBIT A

PROPOSED PLAN OF FINANCE TERMS

The proposed plan of finance contemplates the following terms and parameters, which are subject to negotiation and documentation in a Memorandum of Understanding to be executed and finalized prior to the approval of the issuance of the CDA's bonds by the County Board of Supervisors and the CDA.

Term	Parameter/Description
<i>Sources of Repayment of the Bonds</i>	<p>Incremental real property taxes generated in the area identified in Exhibit B of the petition from the base assessed value determined as of January 1, 2021.</p> <p>Special assessment on all taxable real property in the area identified in Exhibit B of the petition and calculated pursuant to the rate and method and described in the Special Assessment Agreement.</p> <p>If special assessments are found to be legally unenforceable, a special real property tax.</p>
<i>Special Assessment</i>	<p>To be set equal to total debt service on the bonds and all administrative costs of the CDA with 100% land owner written consent prior to marketing and pricing of the bonds.</p>
<i>Maximum principal amount of the Bonds</i>	<p>An amount sufficient to fund agreed upon eligible project costs, reserves, capitalized interest, costs of issuance and reflecting current market conditions that may affect amount of borrowing (i.e., original issue discount).</p> <p>Fixed not to exceed dollar amount to be included as a parameter in resolutions of the CDA and the County Board of Supervisors authorizing issuance of the bonds.</p>
<i>Maximum Term of the Bonds</i>	<p>Not to exceed 30 years from issuance</p> <p>Maximum maturity date to be included as a parameter in the resolutions of the CDA and the County Board of Supervisors authorizing issuance of the bonds</p>
<i>Debt Service Structure</i>	<p>To be determined based on market conditions, expected to include semi-annual interest and annual principal amortization, with principal repayment to begin after capitalized interest period.</p> <p>Modest deferral of principal amortization may be set.</p> <p>Escalating annual debt service expected to generally match TIF revenue curve or as may be constrained by a minimum annual debt service coverage ratio.</p>
<i>Interest Rate Mode</i>	<p>Fixed Rate.</p>

<i>Maximum True Interest Cost (TIC)</i>	To be determined based on market conditions at the time of bond sale and will be limited in parameters resolutions to be adopted by the CDA and the County Board of Supervisors.
<i>Debt Service Reserves</i>	To be determined based on market conditions at the time of sale with expectation of funding at the “least of three test,” and subject to tax review by bond counsel.
<i>Capitalized Interest</i>	Expected to be included in an amount and period sufficient to cover interest during construction and subject to review by bond counsel.
<i>Other credit features</i>	Appraisal demonstrating minimum value to lien ratio, to be determined consistent with market conditions. Other third party reports consistent with market conditions and comparable CDA transactions.
<i>Legal Features</i>	To be determined consistent with market conditions for comparable transactions, which may include: flow of funds, senior/subordinate lien, etc.
<i>Tax Status of Bonds</i>	Tax-exempt, taxable or mix of both. To be determined based on tax analysis performed by bond counsel of the eligible project costs in Exhibit C and other due diligence.
<i>Credit Ratings</i>	Not expected. Speculative, non-investment grade credit quality.
<i>Method of Sale</i>	Limited public offering or institutional private placement, based on market conditions and ultimate bond structure.
<i>Status of Private Financing</i>	Committed private capital in place no later than the marketing of the CDA bond issuance.
<i>Status of Public Infrastructure Improvements at time of Bond Sale</i>	“Shovel ready,” meaning public improvements have been designed, permitted, and bid with approval/concurrence from the County of a GMP contract

DESCRIPTION OF THE LAND TO BE INCLUDED IN THE CDA DISTRICT

**DESCRIPTION OF
HUNTINGTON CLUB, A CONDOMINIUM
DEED BOOK 5330, PG 223
DEED BOOK 5374, PG 584
DEED BOOK 5620, PG 111
DEED BOOK 19495, PG 1698
MOUNT VERNON DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Being all of the property described in Exhibit "A" of the Huntington Club, A Condominium Declaration recorded in Deed Book 5330 at Page 223, as amended in Deed Book 5374 at Page 584 and corrected in Deed Book 5620, Page 111 and Deed Book 19495 at Page 1698 all among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning for the same at a rebar in concrete (found) lying on the southerly right of way line of Huntington Avenue - Route 1332, variable width public right of way, said point lying South 24°51'35" West, 5.83 feet from the northeasterly corner of Lot 3, Crider Park as shown on a plat attached to Deed Book 690 at Page 265 recorded among the aforesaid Land Records; thence running with said southerly right of way line of Huntington Avenue - Route 1332

1. South 60°24'36" East, 728.53 feet to a feno spike (set) lying on the aforesaid southerly right of way of Huntington Avenue - Route 1332; thence continuing with a portion of the southerly right of way of Huntington Avenue - Route 1332, and the westerly property lines of the Residue of Lot 17A, Huntington Metro as shown on a plat attached to Deed Book 16426 at Page 1616 and the property of WSD-2509 Huntington Avenue, LLC as recorded in Deed Book 18187 at Page 575 all among the aforesaid Land Records
2. South 26°51'14" West, 400.56 feet to a disc in concrete (found) marking the southwesterly corner of the aforesaid property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575); thence leaving said southwesterly corner of the property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575) and running with the southerly line of said property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575) and a westerly line of the aforesaid Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616)
3. South 60°45'16" East, 217.21 feet to a disc in cylinder (found) (held) marking a westerly corner of the aforesaid Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616); thence running with a westerly line of said Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616, and continuing with the westerly line of the property of Thomas and Jerri Davis as recorded in Deed Book 8548 at Page 263 among the aforesaid Land Records and a portion of the northerly right of way line of North Kings Highway- State Route 241, variable width public right of way

4. South $28^{\circ}04'34''$ West, 911.45 feet to a disc (set) lying on the aforesaid northerly right of way line of North Kings Highway- State Route 241; thence running with a portion of said northerly right of way line of North Kings Highway- State Route 241 the following four (4) courses and distances
5. North $21^{\circ}36'35''$ West, 309.23 feet to a drill hole (set) marking a point of curvature (non-tangent); thence
6. 631.16 feet along the arc of a curve to the left having a radius of 2,900.77 feet with a chord bearing and distance of North $27^{\circ}59'47''$ West, 629.92 feet to a drill hole (set) marking a point of tangency; thence
7. North $34^{\circ}13'47''$ West, 274.62 feet to a drill hole (set) marking a point of curvature (non-tangent); thence
8. 16.09 feet along the arc of a curve to the left having a radius of 1109.92 feet with a chord bearing and distance of North $33^{\circ}48'55''$ West, 16.09 feet to a drill hole (set) lying on the aforesaid northerly right of way line of North Kings Highway- State Route 241; thence running with a portion of said northerly right of way line of North Kings Highway- State Route 241, and continuing with the easterly lines of Lots 18, 17, 16, 15, 14, 13, 12, 11 and 3, Crider Park as shown on a plat attached to Deed Book 690 at Page 265 recorded among the aforesaid Land Records the following three (3) courses and distances
9. North $59^{\circ}37'53''$ East, 115.89 feet to a concrete monument (found); thence
10. North $32^{\circ}30'05''$ East, 240.97 feet to a feno spike (set); thence
11. North $24^{\circ}51'35''$ East, 310.22 feet to the point of beginning containing 827,968 square feet or 19.00753 acres of land, more or less, and being more particularly shown on a Certified Plat entitled "Huntington Club", dated November 15, 2017 and prepared by VIKA Virginia, LLC.

**LIST OF TAX MAP REFERENCE NUMBERS OF PARCELS
TO BE INCLUDED IN THE CDA DISTRICT**

0831 23 0001	0831 23 0034	0831 23 0067	0831 23 0100	0831 23 0133
0831 23 0002	0831 23 0035	0831 23 0068	0831 23 0101	0831 23 0134
0831 23 0003	0831 23 0036	0831 23 0069	0831 23 0102	0831 23 0135
0831 23 0004	0831 23 0037	0831 23 0070	0831 23 0103	0831 23 0136
0831 23 0005	0831 23 0038	0831 23 0071	0831 23 0104	0831 23 0137
0831 23 0006	0831 23 0039	0831 23 0072	0831 23 0105	0831 23 0138
0831 23 0007	0831 23 0040	0831 23 0073	0831 23 0106	0831 23 0139
0831 23 0008	0831 23 0041	0831 23 0074	0831 23 0107	0831 23 0140
0831 23 0009	0831 23 0042	0831 23 0075	0831 23 0108	0831 23 0141
0831 23 0010	0831 23 0043	0831 23 0076	0831 23 0109	0831 23 0142
0831 23 0011	0831 23 0044	0831 23 0077	0831 23 0110	0831 23 0143
0831 23 0012	0831 23 0045	0831 23 0078	0831 23 0111	0831 23 0144
0831 23 0013	0831 23 0046	0831 23 0079	0831 23 0112	0831 23 0145
0831 23 0014	0831 23 0047	0831 23 0080	0831 23 0113	0831 23 0146
0831 23 0015	0831 23 0048	0831 23 0081	0831 23 0114	0831 23 0147
0831 23 0016	0831 23 0049	0831 23 0082	0831 23 0115	0831 23 0148
0831 23 0017	0831 23 0050	0831 23 0083	0831 23 0116	0831 23 0149
0831 23 0018	0831 23 0051	0831 23 0084	0831 23 0117	0831 23 0150
0831 23 0019	0831 23 0052	0831 23 0085	0831 23 0118	0831 23 0151
0831 23 0020	0831 23 0053	0831 23 0086	0831 23 0119	0831 23 0152
0831 23 0021	0831 23 0054	0831 23 0087	0831 23 0120	0831 23 0153
0831 23 0022	0831 23 0055	0831 23 0088	0831 23 0121	0831 23 0154
0831 23 0023	0831 23 0056	0831 23 0089	0831 23 0122	0831 23 0155
0831 23 0024	0831 23 0057	0831 23 0090	0831 23 0123	0831 23 0156
0831 23 0025	0831 23 0058	0831 23 0091	0831 23 0124	0831 23 0157
0831 23 0026	0831 23 0059	0831 23 0092	0831 23 0125	0831 23 0158
0831 23 0027	0831 23 0060	0831 23 0093	0831 23 0126	0831 23 0159
0831 23 0028	0831 23 0061	0831 23 0094	0831 23 0127	0831 23 0160
0831 23 0029	0831 23 0062	0831 23 0095	0831 23 0128	0831 23 0161
0831 23 0030	0831 23 0063	0831 23 0096	0831 23 0129	0831 23 0162
0831 23 0031	0831 23 0064	0831 23 0097	0831 23 0130	0831 23 0163
0831 23 0032	0831 23 0065	0831 23 0098	0831 23 0131	0831 23 0164
0831 23 0033	0831 23 0066	0831 23 0099	0831 23 0132	0831 23 0165

Exhibit - B

0831 23 0166	0831 23 0207	0831 23 0248	0831 23 0289	0831 23 0330
0831 23 0167	0831 23 0208	0831 23 0249	0831 23 0290	0831 23 0331
0831 23 0168	0831 23 0209	0831 23 0250	0831 23 0291	0831 23 0332
0831 23 0169	0831 23 0210	0831 23 0251	0831 23 0292	0831 23 0333
0831 23 0170	0831 23 0211	0831 23 0252	0831 23 0293	0831 23 0334
0831 23 0171	0831 23 0212	0831 23 0253	0831 23 0294	0831 23 0335
0831 23 0172	0831 23 0213	0831 23 0254	0831 23 0295	0831 23 0336
0831 23 0173	0831 23 0214	0831 23 0255	0831 23 0296	0831 23 0337
0831 23 0174	0831 23 0215	0831 23 0256	0831 23 0297	0831 23 0338
0831 23 0175	0831 23 0216	0831 23 0257	0831 23 0298	0831 23 0339
0831 23 0176	0831 23 0217	0831 23 0258	0831 23 0299	0831 23 0340
0831 23 0177	0831 23 0218	0831 23 0259	0831 23 0300	0831 23 0341
0831 23 0178	0831 23 0219	0831 23 0260	0831 23 0301	0831 23 0342
0831 23 0179	0831 23 0220	0831 23 0261	0831 23 0302	0831 23 0343
0831 23 0180	0831 23 0221	0831 23 0262	0831 23 0303	0831 23 0344
0831 23 0181	0831 23 0222	0831 23 0263	0831 23 0304	0831 23 0345
0831 23 0182	0831 23 0223	0831 23 0264	0831 23 0305	0831 23 0346
0831 23 0183	0831 23 0224	0831 23 0265	0831 23 0306	0831 23 0347
0831 23 0184	0831 23 0225	0831 23 0266	0831 23 0307	0831 23 0348
0831 23 0185	0831 23 0226	0831 23 0267	0831 23 0308	0831 23 0349
0831 23 0186	0831 23 0227	0831 23 0268	0831 23 0309	0831 23 0350
0831 23 0187	0831 23 0228	0831 23 0269	0831 23 0310	0831 23 0351
0831 23 0188	0831 23 0229	0831 23 0270	0831 23 0311	0831 23 0352
0831 23 0189	0831 23 0230	0831 23 0271	0831 23 0312	0831 23 0353
0831 23 0190	0831 23 0231	0831 23 0272	0831 23 0313	0831 23 0354
0831 23 0191	0831 23 0232	0831 23 0273	0831 23 0314	0831 23 0355
0831 23 0192	0831 23 0233	0831 23 0274	0831 23 0315	0831 23 0356
0831 23 0193	0831 23 0234	0831 23 0275	0831 23 0316	0831 23 0357
0831 23 0194	0831 23 0235	0831 23 0276	0831 23 0317	0831 23 0358
0831 23 0195	0831 23 0236	0831 23 0277	0831 23 0318	0831 23 0359
0831 23 0196	0831 23 0237	0831 23 0278	0831 23 0319	0831 23 0360
0831 23 0197	0831 23 0238	0831 23 0279	0831 23 0320	0831 23 0361
0831 23 0198	0831 23 0239	0831 23 0280	0831 23 0321	0831 23 0362
0831 23 0199	0831 23 0240	0831 23 0281	0831 23 0322	0831 23 0363
0831 23 0200	0831 23 0241	0831 23 0282	0831 23 0323	0831 23 0364
0831 23 0201	0831 23 0242	0831 23 0283	0831 23 0324	
0831 23 0202	0831 23 0243	0831 23 0284	0831 23 0325	
0831 23 0203	0831 23 0244	0831 23 0285	0831 23 0326	
0831 23 0204	0831 23 0245	0831 23 0286	0831 23 0327	
0831 23 0205	0831 23 0246	0831 23 0287	0831 23 0328	
0831 23 0206	0831 23 0247	0831 23 0288	0831 23 0329	

Exhibit - B

MAP SHOWING THE BOUNDARIES OF THE CDA

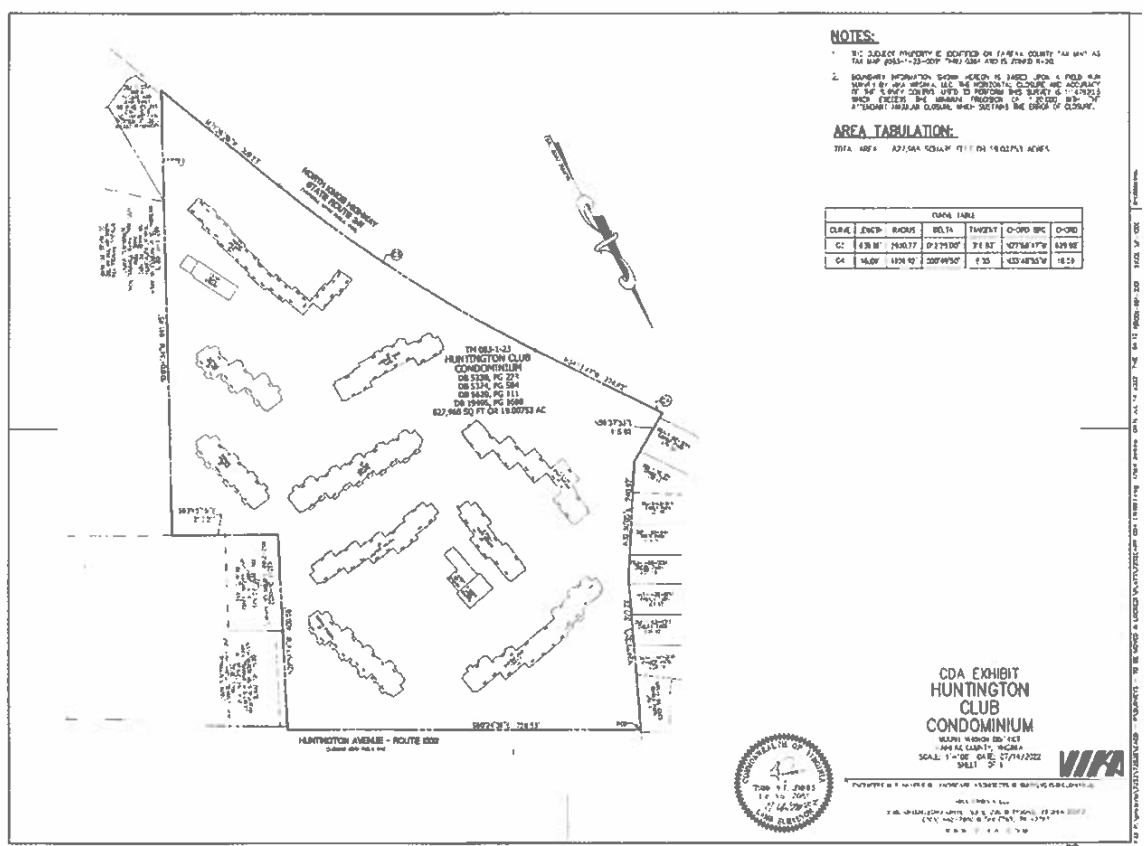


Exhibit - B

Description of Proposed Infrastructure

Related to Infrastructure Improvements within the CDA District or serving the CDA District, most of which are to be publicly owned, subject to review by the County, the CDA and their bond counsel.

- **HARD COSTS TO CONSTRUCT AREAS GENERALLY HIGHLIGHTED IN THE ATTACHED EXHIBIT C-1, INCLUDING:**
 - o Roads A, B, and D
 - o Curb, and Gutter
 - o Sidewalks
 - o Bicycle Paths
 - o Plantings/Trees/Streetscape/Buffers
 - o Landscape Sprinklers
 - o Open Spaces and Public Parks
 - o Site Fixtures, Furnishings, Furniture, and Equipment
 - o Public Art
 - o Retaining Walls and Structural Support Elements
 - o Transportation Infrastructure for Roads, A, B, and D, Huntington Avenue, Robinson Way, and North Kings Highway including Lane Modifications, Medians, Striping, Curb Cuts, Parking Lot Entrances, Layby, Bus Stop, Streetlights, Signage, Crosswalks, Bicycle Infrastructure, Traffic Lights, Safety Elements, and Related Pedestrian Infrastructure.
 - o Signage, Wayfinding, Placemaking, Lighting, and Similar Elements

- **HARD COSTS FOR SHARED UTILITIES (Stubbed to Land Bays), INCLUDING:**
 - o Shared Dry Utilities
 - Electric
 - Telecommunications
 - Gas
 - o Shared Sanitary Sewer
 - o Shared Water Mains
 - o Storm Water Management

- **HARD COSTS FOR SITE PREPARATION, INCLUDING:**
 - o Sediment control
 - o Demolition of 199 Existing Units
 - Structural and MEP Consultants
 - Asbestos Abatement and Removal
 - Abandonment/Removal of Wet Utilities
 - Refeed of Wet Utilities to maintain service to remaining units
 - Abandonment/Removal of Dry Utilities
 - Refeed of Dry Utilities to maintain service remaining units
 - Pedestrian Access to maintain paths for remaining units
 - Rough Grading

- Earthwork
- **SOFT COSTS RELATED TO AREAS FUNDED BY HARD COSTS, INCLUDING:**
 - Landscape Architecture
 - Civil Engineering
 - Geotechnical Engineering
 - Geo-Structural Engineering
 - Dry Utility Consultant
 - MEP Engineering
 - Structural Engineering
 - Transportation Design and Engineering
 - Acoustical Engineering
 - Other Engineering and Design
 - Historic and Cultural Survey
 - Art Design
 - Placemaking
 - Entitlement, Permitting, and Bond Fees
 - Taxes
 - Insurance
 - Legal, Accounting, and Consulting fees
 - Project Field Expenses (staff, office, etc.)
 - General Contractor Expenses (pre-construction services, overhead, general conditions, construction management fees, etc.)
 - Development Fees
 - CDA Consultants
 - Contingency

ANY OTHER INFRASTRUCTURE IMPROVEMENTS LOCATED IN OR SERVING THE CDA DISTRICT, SUBJECT TO REVIEW AND APPROVAL BY THE COUNTY, THE CDA AND THEIR BOND COUNSEL

- Roadways, Sidewalks and Utilities
- Temporary Sidewalk Expansion
- Parks and Landscaped Buffer Areas
- Retaining Walls
- Utilities Relocation

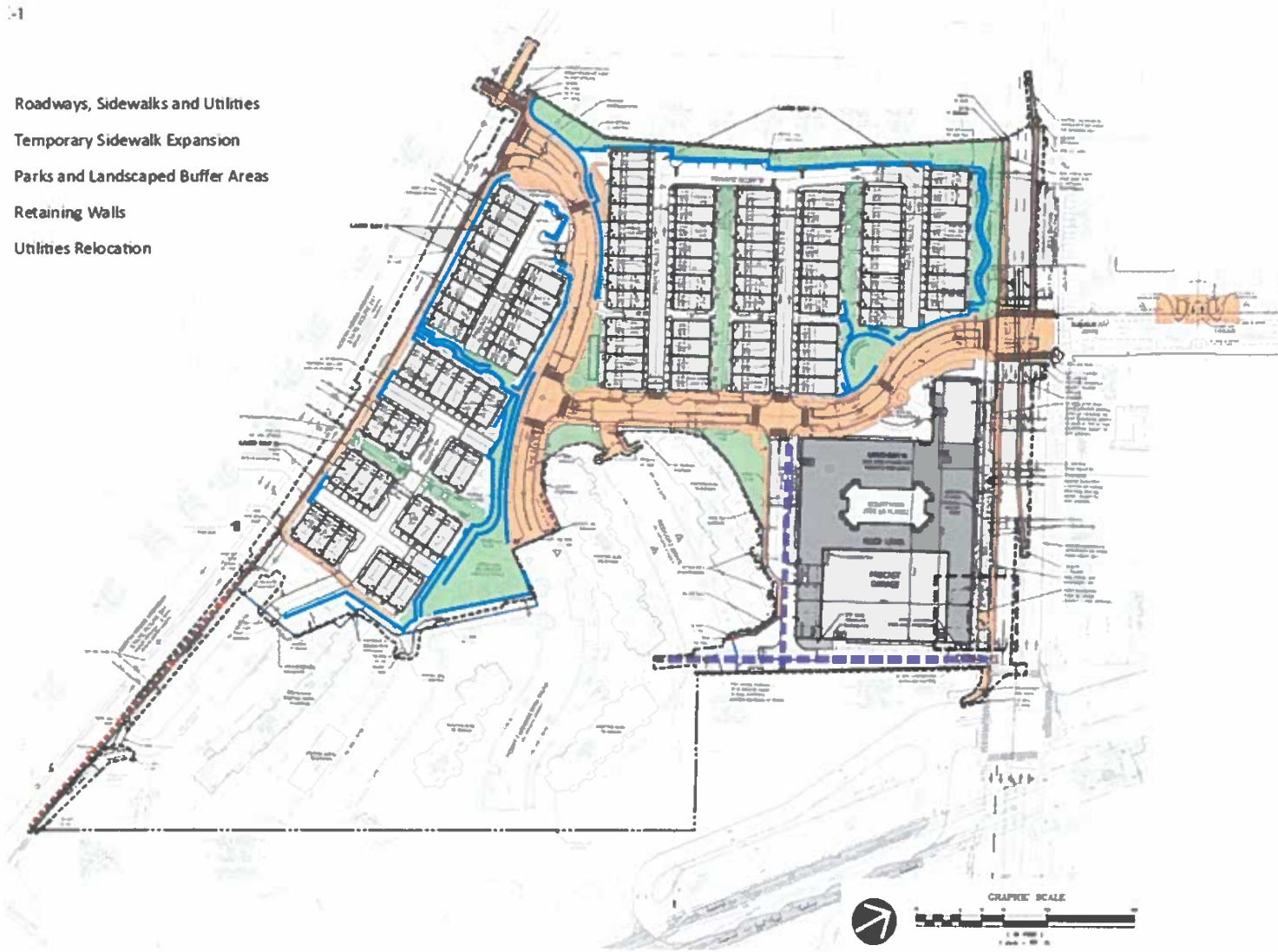


Exhibit C1

1 **AMENDMENT TO THE FAIRFAX COUNTY CODE RELATING TO THE**
2 **ESTABLISHMENT OF A COMMUNITY DEVELOPMENT AUTHORITY**

3 **AN ORDINANCE to amend Appendix P of the Fairfax County Code by adding a new section**
4 **P-2, relating to the establishment of the Huntington Central Community Development**
5 **Authority.**

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

7 **1. The Fairfax County Code is amended by adopting a new section P-2 to Appendix P**
8 **as follows:**

9 **P-2. Huntington Central Community Development Authority.**

10 § 1 The Board of Supervisors of Fairfax County, Virginia, hereby creates the Huntington
11 Central Community Development Authority pursuant to Article 6 of Chapter 51 of Title 15.2 of
12 the Code of Virginia, as amended, in accordance with the Petition Pursuant to Virginia Code
13 Section 15.2-5153 for the Creation of the Huntington Central Community Development
14 Authority submitted to the Board of Supervisors of Fairfax County, Virginia, on December 21,
15 2022 (the "Petition").

16 § 2 The Huntington Central District encompasses the portion of the County as set forth in
17 Exhibit B to the Petition (the "Huntington Central District"), which is attached hereto and made a
18 part hereof.

19 § 3 The Huntington Central Community Development Authority is not permitted to provide
20 services that are provided by, or are obligated to be provided by, any authority already in
21 existence whose charter requires or permits service within the Huntington Central District.

22 § 4 Attached hereto and made a part hereof are Articles of Incorporation of the Huntington
23 Central Community Development Authority.

24 § 5 Inclusion of information required by § 15.2-5103(A)(3) of the Code of Virginia is
25 impracticable.

26 § 6 Any bonds issued by the Huntington Central Community Development Authority shall
27 be a debt of that Authority, not of Fairfax County.

28 § 7 A copy of this ordinance shall be recorded in the land records of the Fairfax County
29 Circuit Court as provided by Section 15.2-5157 of the Code of Virginia.

30 **2. This ordinance shall become effective upon adoption.**

31
32 GIVEN under my hand this ____ day of _____ 2023.

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34
35 _____
36 Jill G. Cooper
Clerk for the Board of Supervisors

**ARTICLES OF INCORPORATION
OF
HUNTINGTON CENTRAL COMMUNITY DEVELOPMENT AUTHORITY**

The undersigned, pursuant to Chapter 51, Title 15.2 of the Code of Virginia, certifies the adoption by the Board of Supervisors (the “Board of Supervisors”) of Fairfax County, Virginia, on [May 23, 2023], of an Ordinance authorizing the following Articles of Incorporation for the Huntington Central Community Development Authority and states as follows:

**ARTICLE I
NAME**

The name of this Authority is Huntington Central Community Development Authority (the “Authority”).

**ARTICLE II
ORGANIZATION AND TERM**

The Authority shall be organized by the County of Fairfax, Virginia under the Virginia Waste and Water Authorities Act (Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended) (the “Act”), as a public body politic and corporate and political subdivision governed by the law of the Commonwealth of Virginia. The Authority may be dissolved at any time by appropriate action of the Board of Supervisors, provided that no such dissolution may occur unless all the Authority's functions have been taken over and its obligations have been paid or have been assumed by one or more political subdivisions or by an authority created thereby, or cash or United States government securities have been deposited for their payment.

**ARTICLE III
MEMBERS**

The powers of the Authority shall be exercised by a board of five members (“CDA Board”). The initial CDA Board members are set forth in Exhibit A attached hereto and incorporated by reference, and will serve the terms of office as set forth in Exhibit A. All CDA Board members must be appointed by the Board of Supervisors and shall serve at the pleasure of the Board of Supervisors.

**ARTICLE IV
PRINCIPAL OFFICE**

The Authority’s principal office is c/o Fairfax County Dept. of Management and Budget, 12000 Government Center Pkwy, Suite 561, Fairfax, VA 22035. The Authority may conduct its business and maintain offices for such purposes at such other places within or without Fairfax County, Virginia, as may from time to time be deemed advisable by the CDA Board, and not in conflict with the requirements of the Act, the Ordinance and these Articles of Incorporation.

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**ARTICLE V
PURPOSES AND POWERS**

The Authority is organized for the purpose of exercising all powers granted by the Act, including, but not limited to, financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, extending, equipping, operating, and maintaining infrastructure improvements generally described in the Petition to create the Authority. The Authority may exercise all powers granted to a “community development authority” under the Act.

**ARTICLE VI
NOT FOR PROFIT**

The Authority will not be organized or operated for pecuniary gain or profit. No part of the net earnings of the Authority will inure to the benefit of, or be distributable to, any member, director, officer, or any other private person, except that the Authority is authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set out in Article V.

**ARTICLE VII
AMENDMENT TO ARTICLES**

These Articles of Incorporation may be amended solely with approval of the Board of Supervisors at any time or from time to time as now or hereafter prescribed by the Act and any other applicable provisions of law.

**ARTICLE VIII
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the Authority is c/o Office of the County Attorney, 12000 Government Center Parkway, Suite 549, Fairfax, Virginia 22035-0064. The initial Registered Agent of the Authority is Elizabeth D. Teare, whose business address is identical to that of the initial registered office and who is a resident of Virginia and a member of the Virginia State Bar.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as of the ____ day of _____, 2023, as duly authorized by the Ordinance creating the Authority and adopted by the Board of Supervisors of Fairfax County, Virginia, on [May 23, 2023].

By: _____
Jill G. Cooper
Clerk for the Board of Supervisors

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EXHIBIT A TO THE ARTICLES OF INCORPORATION

Names and Addresses of Initial Board Members

Member and Address	Term of Office	
	Commences	Expires
Daniel G. Storck Mount Vernon Governmental Center 2511 Parkers Lane Mount Vernon, VA 22306	May 23, 2023	May 22, 2027
Rodney L. Lusk Franconia Governmental Center 6121 Franconia Road Alexandria, VA 22301	May 23, 2023	May 22, 2026
Joe LaHait Fairfax County Dept. of Management and Budget 12000 Government Center Pkwy, Suite 561 Fairfax, VA 22035	May 23, 2023	May 22, 2027
Tracy Strunk Fairfax County Dept. of Planning and Development 12055 Government Center Pkwy, Suite ##### Fairfax, VA 22035	May 23, 2023	May 22, 2027
[TBD] [address]	May 23, 2023	May 22, 2026

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EXHIBIT B**DESCRIPTION OF THE LAND TO BE INCLUDED IN THE CDA DISTRICT**

**DESCRIPTION OF
 HUNTINGTON CLUB, A CONDOMINIUM
 DEED BOOK 5330, PG 223
 DEED BOOK 5374, PG 584
 DEED BOOK 5620, PG 111
 DEED BOOK 19495, PG 1698
 MOUNT VERNON DISTRICT
 FAIRFAX COUNTY, VIRGINIA**

Being all of the property described in Exhibit "A" of the Huntington Club, A Condominium Declaration recorded in Deed Book 5330 at Page 223, as amended in Deed Book 5374 at Page 584 and corrected in Deed Book 5620, Page 111 and Deed Book 19495 at Page 1698 all among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

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1. South 60°24'36" East, 728.53 feet to a feno spike (set) lying on the aforesaid southerly right of way of Huntington Avenue - Route 1332; thence continuing with a portion of the southerly right of way of Huntington Avenue - Route 1332, and the westerly property lines of the Residue of Lot 17A, Huntington Metro as shown on a plat attached to Deed Book 16426 at Page 1616 and the property of WSD-2509 Huntington Avenue, LLC as recorded in Deed Book 18187 at Page 575 all among the aforesaid Land Records
2. South 26°51'14" West, 400.56 feet to a disc in concrete (found) marking the southwesterly corner of the aforesaid property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575); thence leaving said southwesterly corner of the property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575) and running with the southerly line of said property of WSD-2509 Huntington Avenue, LLC (DB 18187, Pg 575) and a westerly line of the aforesaid Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616)
3. South 60°45'16" East, 217.21 feet to a disc in cylinder (found) (held) marking a westerly corner of the aforesaid Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616); thence running with a westerly line of said Residue of Lot 17A, Huntington Metro (DB 16426, Pg 1616, and continuing with the westerly line of the property of Thomas and Jerri Davis as recorded in Deed Book 8548 at Page 263 among the aforesaid Land Records and a portion of the northerly right of way line of North Kings Highway- State Route 241, variable width public right of way

4. South $28^{\circ}04'34''$ West, 911.45 feet to a disc (set) lying on the aforesaid northerly right of way line of North Kings Highway- State Route 241; thence running with a portion of said northerly right of way line of North Kings Highway- State Route 241 the following four (4) courses and distances
5. North $21^{\circ}36'35''$ West, 309.23 feet to a drill hole (set) marking a point of curvature (non-tangent); thence
6. 631.16 feet along the arc of a curve to the left having a radius of 2,900.77 feet with a chord bearing and distance of North $27^{\circ}59'47''$ West, 629.92 feet to a drill hole (set) marking a point of tangency; thence
7. North $34^{\circ}13'47''$ West, 274.62 feet to a drill hole (set) marking a point of curvature (non-tangent); thence
8. 16.09 feet along the arc of a curve to the left having a radius of 1109.92 feet with a chord bearing and distance of North $33^{\circ}48'55''$ West, 16.09 feet to a drill hole (set) lying on the aforesaid northerly right of way line of North Kings Highway- State Route 241; thence running with a portion of said northerly right of way line of North Kings Highway- State Route 241, and continuing with the easterly lines of Lots 18, 17, 16, 15, 14, 13, 12, 11 and 3, Crider Park as shown on a plat attached to Deed Book 690 at Page 265 recorded among the aforesaid Land Records the following three (3) courses and distances
9. North $59^{\circ}37'53''$ East, 115.89 feet to a concrete monument (found); thence
10. North $32^{\circ}30'05''$ East, 240.97 feet to a feno spike (set); thence
11. North $24^{\circ}51'35''$ East, 310.22 feet to the point of beginning containing 827,968 square feet or 19.00753 acres of land, more or less, and being more particularly shown on a Certified Plat entitled "Huntington Club", dated November 15, 2017 and prepared by VIKA Virginia, LLC.

**LIST OF TAX MAP REFERENCE NUMBERS OF PARCELS
TO BE INCLUDED IN THE CDA DISTRICT**

0831 23 0001	0831 23 0034	0831 23 0067	0831 23 0100	0831 23 0133
0831 23 0002	0831 23 0035	0831 23 0068	0831 23 0101	0831 23 0134
0831 23 0003	0831 23 0036	0831 23 0069	0831 23 0102	0831 23 0135
0831 23 0004	0831 23 0037	0831 23 0070	0831 23 0103	0831 23 0136
0831 23 0005	0831 23 0038	0831 23 0071	0831 23 0104	0831 23 0137
0831 23 0006	0831 23 0039	0831 23 0072	0831 23 0105	0831 23 0138
0831 23 0007	0831 23 0040	0831 23 0073	0831 23 0106	0831 23 0139
0831 23 0008	0831 23 0041	0831 23 0074	0831 23 0107	0831 23 0140
0831 23 0009	0831 23 0042	0831 23 0075	0831 23 0108	0831 23 0141
0831 23 0010	0831 23 0043	0831 23 0076	0831 23 0109	0831 23 0142
0831 23 0011	0831 23 0044	0831 23 0077	0831 23 0110	0831 23 0143
0831 23 0012	0831 23 0045	0831 23 0078	0831 23 0111	0831 23 0144
0831 23 0013	0831 23 0046	0831 23 0079	0831 23 0112	0831 23 0145
0831 23 0014	0831 23 0047	0831 23 0080	0831 23 0113	0831 23 0146
0831 23 0015	0831 23 0048	0831 23 0081	0831 23 0114	0831 23 0147
0831 23 0016	0831 23 0049	0831 23 0082	0831 23 0115	0831 23 0148
0831 23 0017	0831 23 0050	0831 23 0083	0831 23 0116	0831 23 0149
0831 23 0018	0831 23 0051	0831 23 0084	0831 23 0117	0831 23 0150
0831 23 0019	0831 23 0052	0831 23 0085	0831 23 0118	0831 23 0151
0831 23 0020	0831 23 0053	0831 23 0086	0831 23 0119	0831 23 0152
0831 23 0021	0831 23 0054	0831 23 0087	0831 23 0120	0831 23 0153
0831 23 0022	0831 23 0055	0831 23 0088	0831 23 0121	0831 23 0154
0831 23 0023	0831 23 0056	0831 23 0089	0831 23 0122	0831 23 0155
0831 23 0024	0831 23 0057	0831 23 0090	0831 23 0123	0831 23 0156
0831 23 0025	0831 23 0058	0831 23 0091	0831 23 0124	0831 23 0157
0831 23 0026	0831 23 0059	0831 23 0092	0831 23 0125	0831 23 0158
0831 23 0027	0831 23 0060	0831 23 0093	0831 23 0126	0831 23 0159
0831 23 0028	0831 23 0061	0831 23 0094	0831 23 0127	0831 23 0160
0831 23 0029	0831 23 0062	0831 23 0095	0831 23 0128	0831 23 0161
0831 23 0030	0831 23 0063	0831 23 0096	0831 23 0129	0831 23 0162
0831 23 0031	0831 23 0064	0831 23 0097	0831 23 0130	0831 23 0163
0831 23 0032	0831 23 0065	0831 23 0098	0831 23 0131	0831 23 0164
0831 23 0033	0831 23 0066	0831 23 0099	0831 23 0132	0831 23 0165

Exhibit - B

0831 23 0166	0831 23 0207	0831 23 0248	0831 23 0289	0831 23 0330
0831 23 0167	0831 23 0208	0831 23 0249	0831 23 0290	0831 23 0331
0831 23 0168	0831 23 0209	0831 23 0250	0831 23 0291	0831 23 0332
0831 23 0169	0831 23 0210	0831 23 0251	0831 23 0292	0831 23 0333
0831 23 0170	0831 23 0211	0831 23 0252	0831 23 0293	0831 23 0334
0831 23 0171	0831 23 0212	0831 23 0253	0831 23 0294	0831 23 0335
0831 23 0172	0831 23 0213	0831 23 0254	0831 23 0295	0831 23 0336
0831 23 0173	0831 23 0214	0831 23 0255	0831 23 0296	0831 23 0337
0831 23 0174	0831 23 0215	0831 23 0256	0831 23 0297	0831 23 0338
0831 23 0175	0831 23 0216	0831 23 0257	0831 23 0298	0831 23 0339
0831 23 0176	0831 23 0217	0831 23 0258	0831 23 0299	0831 23 0340
0831 23 0177	0831 23 0218	0831 23 0259	0831 23 0300	0831 23 0341
0831 23 0178	0831 23 0219	0831 23 0260	0831 23 0301	0831 23 0342
0831 23 0179	0831 23 0220	0831 23 0261	0831 23 0302	0831 23 0343
0831 23 0180	0831 23 0221	0831 23 0262	0831 23 0303	0831 23 0344
0831 23 0181	0831 23 0222	0831 23 0263	0831 23 0304	0831 23 0345
0831 23 0182	0831 23 0223	0831 23 0264	0831 23 0305	0831 23 0346
0831 23 0183	0831 23 0224	0831 23 0265	0831 23 0306	0831 23 0347
0831 23 0184	0831 23 0225	0831 23 0266	0831 23 0307	0831 23 0348
0831 23 0185	0831 23 0226	0831 23 0267	0831 23 0308	0831 23 0349
0831 23 0186	0831 23 0227	0831 23 0268	0831 23 0309	0831 23 0350
0831 23 0187	0831 23 0228	0831 23 0269	0831 23 0310	0831 23 0351
0831 23 0188	0831 23 0229	0831 23 0270	0831 23 0311	0831 23 0352
0831 23 0189	0831 23 0230	0831 23 0271	0831 23 0312	0831 23 0353
0831 23 0190	0831 23 0231	0831 23 0272	0831 23 0313	0831 23 0354
0831 23 0191	0831 23 0232	0831 23 0273	0831 23 0314	0831 23 0355
0831 23 0192	0831 23 0233	0831 23 0274	0831 23 0315	0831 23 0356
0831 23 0193	0831 23 0234	0831 23 0275	0831 23 0316	0831 23 0357
0831 23 0194	0831 23 0235	0831 23 0276	0831 23 0317	0831 23 0358
0831 23 0195	0831 23 0236	0831 23 0277	0831 23 0318	0831 23 0359
0831 23 0196	0831 23 0237	0831 23 0278	0831 23 0319	0831 23 0360
0831 23 0197	0831 23 0238	0831 23 0279	0831 23 0320	0831 23 0361
0831 23 0198	0831 23 0239	0831 23 0280	0831 23 0321	0831 23 0362
0831 23 0199	0831 23 0240	0831 23 0281	0831 23 0322	0831 23 0363
0831 23 0200	0831 23 0241	0831 23 0282	0831 23 0323	0831 23 0364
0831 23 0201	0831 23 0242	0831 23 0283	0831 23 0324	
0831 23 0202	0831 23 0243	0831 23 0284	0831 23 0325	
0831 23 0203	0831 23 0244	0831 23 0285	0831 23 0326	
0831 23 0204	0831 23 0245	0831 23 0286	0831 23 0327	
0831 23 0205	0831 23 0246	0831 23 0287	0831 23 0328	
0831 23 0206	0831 23 0247	0831 23 0288	0831 23 0329	

Exhibit - B

MAP SHOWING THE BOUNDARIES OF THE CDA

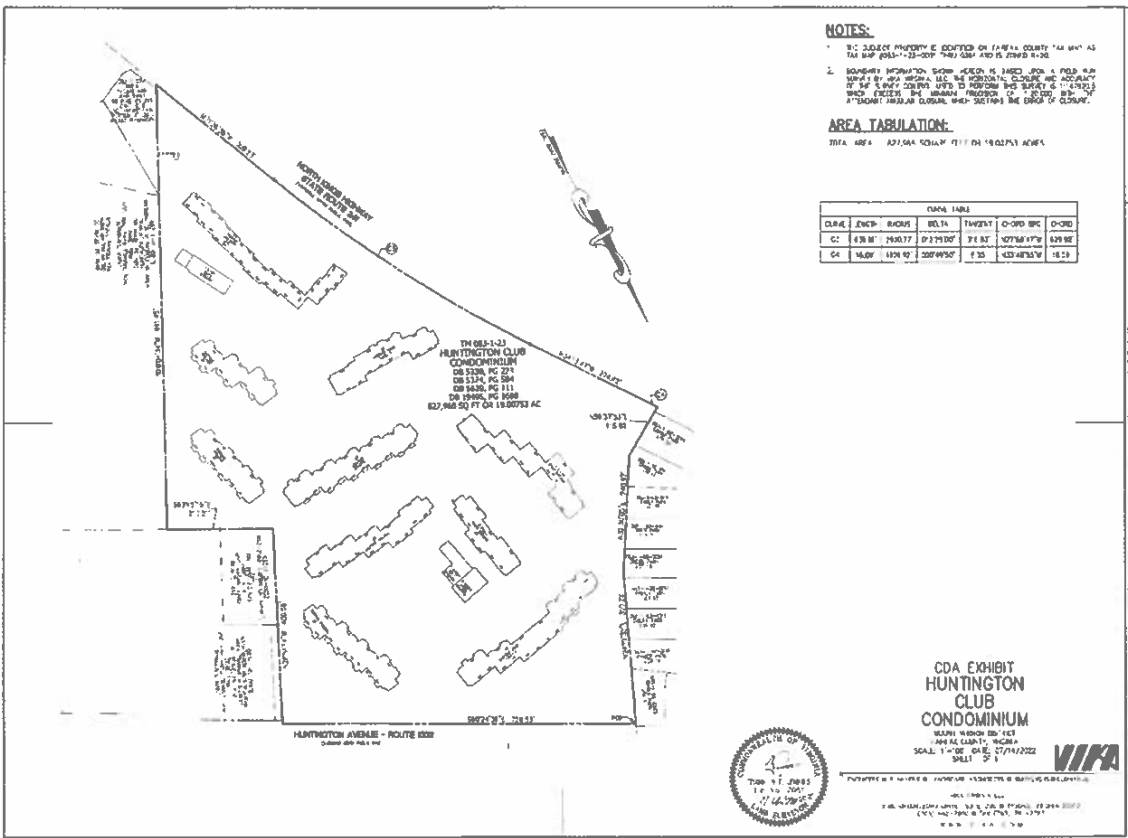


Exhibit - B

ADMINISTRATIVE – 7

Authorization for the Fairfax-Falls Church Community Services Board to Apply for Grant Funding from the Virginia Opioid Abatement Authority for a Cooperative Partnership Grant, Utilize the County’s FY 2023 Noncompetitive Individual Opioid Abatement Authority Share as the Local Match, and Apply for the Opioid Abatement Authority Gold Standard Financial Incentive and Adopt a Corresponding Resolution

ISSUE:

Board of Supervisors authorization is requested for the Fairfax-Falls Church Community Services Board (CSB) to apply for \$5,176,985 in grant funding from the Virginia Opioid Abatement Authority (OAA) for a Cooperative Partnership Grant. Funding is being requested as part of a Region 2 project to expand capacity of substance use treatment services for youth with an opioid use disorder diagnosis or a co-occurring substance use disorder and/or behavioral health diagnosis. This project aligns with other County efforts to fill critical system gaps for youth treatment services as well as the County’s goal of enhancing youth behavioral health services to meet increased demand. The grant period is July 1, 2023, through June 30, 2024, with funding available for up to four, one-year renewal cycles. While no Local Cash Match is required, a local match will give the Region 2 localities’ application priority consideration. Therefore, Region 2 localities have committed a total of \$1,860,000 in local matches bringing the total funding available for the project to \$7,036,985. The match commitment is based on the percentage of the population represented by each locality and is as follows:

Locality	Match Commitment
City of Alexandria	\$120,000
Arlington County	\$180,000
Fairfax County	\$1,010,000
Loudoun County	\$340,000
Prince William County	\$210,000
Total	\$1,860,000

The County’s match is available from the FY 2023 Noncompetitive Individual OAA Share and the additional funding available if the OAA FY 2023 Gold Standard financial incentive is adopted by the Board. Therefore, Board authorization is also requested to utilize the County’s FY 2023 Noncompetitive Individual OAA Share as the local match and apply for the OAA FY 2023 Gold Standard financial incentive (which requires Board adoption of the resolution in Attachment 1). If the County is awarded funding, staff will submit another item to accept the award.

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RECOMMENDATION:

The County Executive recommends that the Board authorize the CSB to apply for funding from the OAA in the amount of \$5,176,985 for a Cooperative Partnership Grant. Funding will be used to expand capacity of substance use treatment services for youth with an opioid use disorder diagnosis or a co-occurring substance use disorder and/or behavioral health diagnosis in Region 2.

To achieve the County's portion of the local match associated with the Cooperative Partnership Grant, the County Executive also recommends that the Board (1) authorize CSB to apply for the FY 2023 OAA Gold Standard financial incentive; (2) adopt the Virginia Opioid Abatement Authority Gold Standard Incentive Resolution in substantially the form of Attachment 1; (3) authorize CSB to use Fairfax County's FY 2023 Noncompetitive Individual OAA Share, including the Gold Standard financial incentive, as the local match; and (4) authorize the County Executive, or his designee, to execute any documents related to the CSB's application for the Cooperative Partnership Grant, Noncompetitive Individual OAA Share, and Gold Standard financial incentive.

TIMING:

Board action is requested on April 11, 2023, due to an application deadline of May 5, 2023.

BACKGROUND:

The County may access opioid settlement funds in two ways (see Attachment 2). First, under the Statewide MOU, the County is paid an allocation of settlement funds directly by the settlement administrator. This is the County's Direct Distribution. Second, the County receives monies deposited in the Opioid Abatement Fund and administered by the Virginia Opioid Abatement Authority (OAA). The County may access these OAA funds in several different ways: the Noncompetitive Individual Share; Competitive Cooperative Projects; Planning Grants; and OAA's Gold Standard financial incentive (the Gold Standard).

The County's Noncompetitive Individual Share is the specific amount of OAA funding allocated to the County under the Statewide MOU. The County may access additional OAA funding by applying through a competitive process for cooperative projects. Finally, the County may access other, additional OAA funds by voluntarily agreeing to apply the OAA's Gold Standard to the County's Direct Distribution. In exchange for agreeing to the Gold Standard, the OAA will increase the County's Noncompetitive Individual Share by 25 percent.

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Agreeing to the Gold Standard extends the statutory obligations the County must already follow for its OAA distributions to the County's Direct Distribution. These obligations are:

1. Only using OAA Distributions to fund efforts designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;
2. Not supplanting funding of an existing program nor collect indirect costs;
3. Providing the OAA with information on implementation of said methods, programs, or strategies and allowing such monitoring and review as may be required by the Authority; and
4. Accepting certain base terms and conditions established by the OAA Board of Directors before receiving any OAA Distributions.

This Board Item authorizes the County to apply for the Gold Standard financial incentive and to apply, along with other jurisdictions, for a Virginia OAA Cooperative Partnership Grant.

As part of its application for the Cooperative Partnership Grant, the counties in the DBHDS Region 2 will enter into a Cooperative Agreement. Region 2 includes the Fairfax-Falls Church CSB and the Community Services Boards in Arlington County, Loudoun County, Prince William County, and the City of Alexandria. The population of the region is over two million. The CSB Executive Directors in Region 2 routinely collaborate on regional behavioral health services through the Northern Virginia Regional Projects Office. Fairfax County will serve as the fiscal agent for the cooperative project. The grant project will be managed by the Northern Virginia Regional Projects Office and the Fairfax-Falls Church CSB.

Total funding of \$7,036,985 (including \$5,176,985 in OAA Cooperative Partnership Grant funding and \$1,860,000 in local match from the Region 2 localities) will support the expansion of regional withdrawal management and substance use residential programs for youth with an opioid use disorder diagnosis or a co-occurring substance use disorder and/or behavioral health diagnosis. Funding for services will flow through Fairfax County for this project and will most likely go to contracted providers identified through an RFP process. This large regional project will maximize the use of grant funds. Services for youth will include Medically Monitored Inpatient Withdrawal Management Services for Youth or Clinically Managed Residential Services for Youth with Withdrawal Management Services and Medication Assisted Treatment Provided as needed and Clinically Managed Residential Services for Youth.

The RFP process will also include flexibility to expand capacity for adult substance use treatment services in the future; these adult services would include Medically Monitored

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Inpatient Withdrawal Management Services for Adults and Clinically Managed Residential Services for Adults. As the OAA Cooperative Partnership grant application being submitted pursuant to this Board action is youth-specific, providing adult services in conjunction with this RFP process in the future would require identifying additional funding.

FISCAL IMPACT:

Funding of \$5,176,985 in Cooperative Partnership Grant funding is being requested from the OAA to support regional efforts to enhance services for youth with an opioid use disorder diagnosis or a co-occurring substance use disorder and/or behavioral health diagnosis through critical treatment services. No Local Cash Match is required; however, a local match will be provided by Region 2 participating localities in the amount of \$1,860,000 for total project funding of \$7,036,985. The County's match is available from the FY 2023 Noncompetitive Individual OAA Share and the OAA FY 2023 Gold Standard financial incentive. This grant does not allow for the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards.

CREATION OF NEW POSITIONS:

There are no new grant positions associated with this funding.

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Opioid Abatement Authority Gold Standard Incentive Only
Resolution
Attachment 2: Fairfax County Estimated Opioid Settlement Fund Distribution

STAFF:

Christopher Leonard, Deputy County Executive
Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board
Jean Post, Deputy Director of Administrative Operations, Fairfax-Falls Church
Community Services Board

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney
Patricia Moody McCay, Senior Assistant County Attorney
Sarah L. Annear, Assistant County Attorney

**Fairfax County Board of Supervisors Resolution
REGARDING THE VIRGINIA OPIOID ABATEMENT
AUTHORITY GOLD STANDARD INCENTIVE**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, April 11, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Board of Supervisors seeks to mitigate and abate the impacts of the opioid epidemic in Fairfax County; and

WHEREAS, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

WHEREAS, the OAA has invited each city and county in Virginia to submit proposals for grants to support efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth; and

WHEREAS, the financial assistance offered by the OAA is needed to provide opioid mitigation and abatement efforts in Fairfax County; and

WHEREAS, the Fairfax County voluntarily agrees to meet the OAA's "Gold Standard" requirements in return for a 25% increase in OAA funding eligibility during Fiscal Year 2023.

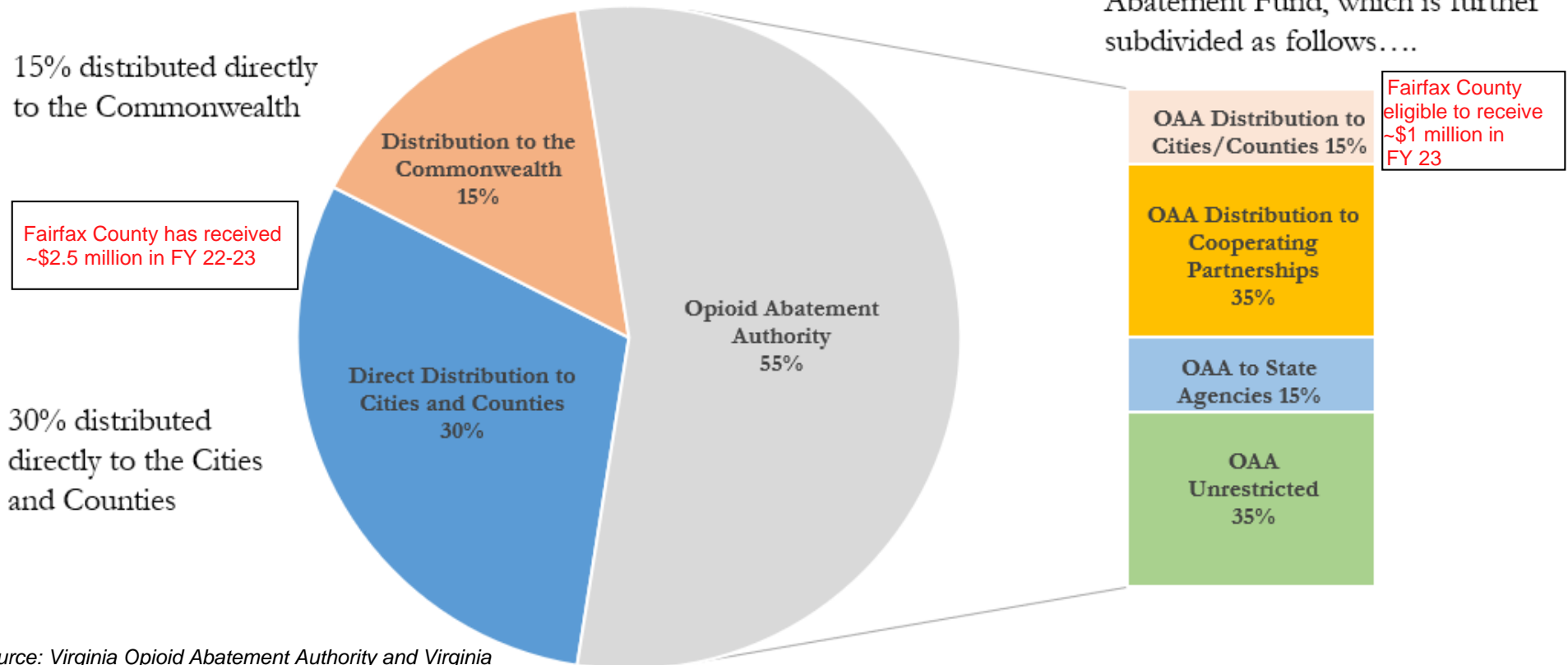
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia hereby authorizes Bryan Hill, County Executive to execute the Incentive Application to the Virginia Opioid Abatement Authority, and to execute all documents in connection therewith.

Adopted this 11th day of April 2023, Fairfax, Virginia

ATTEST: _____
Jill G. Cooper
Clerk for the Board of Supervisors

Virginia's Settlement Distribution Agreement

55% deposited to the Opioid Abatement Fund, which is further subdivided as follows....



Source: Virginia Opioid Abatement Authority and Virginia Office of the Attorney General, updated March 2023

Fairfax County
 Estimated Opioid Settlement Fund Distributions
 FY 2022 - FY 2039
 as of March 10, 2023

	Citites/Counties Direct Share			From Opioid Abatement Authority				Annual Total
	Non-Competitive/Direct Distribution			Non-Competitive/ Needs Approval		Competitive	Competitive	
	Distributors	Janssen	Mallinckrodt	Individual OAA Share	25% Incentive	Cooperative Partnerships	Planning Grants	
FY 2022	\$352,634	\$0	\$0	\$0	\$0			\$352,634
FY 2023	\$611,679	\$1,529,926	\$90,760	\$807,787	\$201,947			\$3,242,099
FY 2024	\$370,601	\$0		\$135,887	\$33,972			\$540,460
FY 2025	\$463,860	\$0		\$170,082	\$42,520			\$676,462
FY 2026	\$463,860	\$0		\$170,082	\$42,520			\$676,462
FY 2027	\$463,860	\$71,204		\$196,190	\$49,048			\$780,302
FY 2028	\$463,860	\$71,204		\$196,190	\$49,048			\$780,302
FY 2029	\$545,555	\$71,204		\$226,145	\$56,536	<i>TBD based on applications submitted and awards received</i>	<i>TBD based on applications submitted and awards received</i>	\$899,440
FY 2030	\$545,555	\$90,656		\$233,277	\$58,319			\$927,807
FY 2031	\$545,555	\$90,656	<i>Still being determined</i>	\$233,277	\$58,319			\$927,807
FY 2032	\$458,594	\$90,656		\$201,391	\$50,348			\$800,989
FY 2033	\$458,594	\$0		\$168,151	\$42,038			\$668,783
FY 2034	\$458,594	\$0		\$168,151	\$42,038			\$668,783
FY 2035	\$458,594	\$0		\$168,151	\$42,038			\$668,783
FY 2036	\$458,594	\$0		\$168,151	\$42,038			\$668,783
FY 2037	\$458,594	\$0		\$168,151	\$42,038			\$668,783
FY 2038	\$458,594	\$0		\$168,151	\$42,038	\$668,783		
FY 2039	\$458,594	\$0		\$168,151	\$42,038	\$668,783		
Total	\$8,495,771	\$2,015,506	TBD	\$3,747,365	\$936,843	TBD	TBD	\$15,195,485

FY 2022 and FY2023 amounts are confirmed, but each subsequent year amounts are estimates and likely to vary based on adjustments that occur at the national level prior to distribution to the various states.

Source: Virginia Office of the Attorney General and the Virginia Opioid Abatement Authority, updated March 2023

ADMINISTRATIVE - 8

Authorization for the Department of Neighborhood and Community Services to Apply for and Accept Grant Funding from the U.S. Department of Health and Human Services for Supplemental Funding Associated with the Head Start/Early Head Start and Early Head Start Child Care Partnership and Expansion Grants for Cost-of-Living Adjustment and Quality Improvement Funding

ISSUE:

Board of Supervisors authorization is requested for the Department of Neighborhood and Community Services (NCS) to apply for and accept supplemental grant funding, if received, from the U.S. Department of Health and Human Services (DHHS) for Cost-of-Living (COLA) and Quality Improvement (QI) funding in the amount of \$995,414, including \$199,083 in Local Cash Match. Funding is specifically being provided by the grantor to support program quality improvements and a 5.60 percent COLA to offset higher operating costs for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants. It should be noted that the COLA funding for County staff is to offset existing staff salaries; actual compensation adjustments are consistent with compensation adjustments approved by the Board. The grant period is July 1, 2023, to June 30, 2024. The table below details funding for each grant:

Grant	Federal Funding	Local Cash Match	Total Application
Head Start	\$ 401,710	\$ 100,428	\$ 502,138
Early Head Start	\$ 319,721	\$ 79,930	\$ 399,651
Early Head Start Child Care Partnership/Expansion	\$ 74,900	\$ 18,725	\$ 93,625
Total	\$ 796,331	\$ 199,083	\$ 995,414

While the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants are included in the Adopted budget, the grantor has indicated that the Board of Supervisors must formally approve the application. 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 as 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.

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RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize NCS to apply for and accept supplemental grant funding, if received, from the U.S. Department of Health and Human Services in the amount of \$995,414, including \$199,083 in Local Cash Match. Funding is specifically being provided by the grantor to support program quality improvements and a 5.60 percent COLA to offset higher operating costs for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and Expansion grants. Grant funding currently supports 63/56.6 FTE grant positions. No new grant positions are being requested. The County Executive also recommends that 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 action is requested on April 11, 2023.

BACKGROUND:

The Consolidated Appropriations Act, 2023, signed by President Biden on December 29, 2022, includes an increase of \$960 million in funding for the Head Start Act primarily supporting a 5.06 percent COLA increase (\$596 million) and \$262 million for Quality Improvement. Quality Improvement funds are allocated proportionately based on federal funded enrollment levels, with additional adjustments given to smaller grant recipients to allow for a meaningful investment.

Head Start and Early Head Start are national child and family development programs that provide quality early childhood education and comprehensive family support services to income eligible families with children birth to 5 years of age. The Head Start grant serves 434 children and their families and the Early Head Start grant serves 224 children birth to three years of age, as well as pregnant mothers. The Early Head Start Child Care Partnership and Expansion grant serves 56 infants and toddlers, and their families, through partnerships with family child care providers and additional capacity at the existing Early Head Start center-based option at the Gum Springs Glen Early Head Start program.

FISCAL IMPACT:

Grant funding in the amount of \$995,414, including \$199,083 in Local Cash Match, is being requested to support program quality improvements and a 5.60 percent COLA for the Head Start, Early Head Start, and Early Head Start Child Care Partnership and

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Expansion grants. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for anticipated awards and the Local Cash Match of \$199,083 is available in the Local Cash Match Reserve. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, NCS has elected to omit inclusion of indirect costs to maximize the proposal's competitive position.

CREATION OF NEW POSITIONS:

Grant funding currently supports 63/56.6 FTE grant positions. No new grant positions are being requested with this funding. The County has no obligation to continue funding the existing positions if grant funding ends.

ENCLOSED DOCUMENTS:

Attachment 1: Head Start and Early Head Start COLA & QI Funding Notice
Attachment 2: Early Head Start Child Care Partnership and Expansion COLA & QI Funding Notice

STAFF:

Christopher Leonard, Deputy County Executive
Lloyd Tucker, Director, Department of Neighborhood Community Services
Keisha Dotson, Deputy Director, Department of Neighborhood Community Services
Flor Philips, Division Director, Department of Neighborhood Community Services
Janet Stewart, Program Manager, Department of Neighborhood Community Services



ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

Attachment 1

March 09, 2023

Grant No. 03CH012068

Dear Head Start Grant Recipient:

The Consolidated Appropriations Act, 2023, contains an increase for Head Start of \$960 million over the Fiscal Year (FY) 2022 level. This includes a cost-of-living adjustment (COLA) of \$596 million and a \$262 million Quality Improvement investment. The COLA supports a 5.60 percent adjustment above FY 2022 funding levels to increase the pay scales of Head Start and Early Head Start staff, including vacant positions, fringe benefits, and to offset higher operating costs. Quality Improvement funds are allocated proportionately based on federal funded enrollment levels, with additional adjustments given to smaller grant recipients to allow for a meaningful investment, as permitted by the Act.

The following table reflects the COLA and Quality Improvement increases available for FY 2023.

Funding Type	Head Start	Early Head Start
Cost-of-Living Adjustment (COLA)	\$278,879	\$225,269
Quality Improvement (QI)	\$122,831	\$94,452
Total Funding		\$721,431

Please note, these permanent increases are effective at the start of the FY 2023 budget period and are retroactive if this period has already commenced. Allocations are subject to adjustment if changes are made to annual funding/enrollment levels. Applicable to recipients operating both a Head Start and Early Head Start program, allocations for each funding type by program **must** be budgeted accordingly in application submissions.

Application Submission Requirements

The supplemental application is due **April 21, 2023** (except for recipients that have yet to submit their FY 2023 Non-Competing New (NCN) or Non-Competing Continuation (NCC) application. In these instances, the due date for COLA and Quality Improvement funds will be the due date for the NCN or NCC application) and must be submitted in the [Head Start Enterprise System \(HSES\)](#). To apply, please select the **Financials** tab, **Grant Application** tab, **Fiscal Year 2023**, and add the **'Supplement – COLA and Quality Improvement'** amendment type. No other supplemental application type will be accepted for this funding opportunity.

Recipients that have not yet submitted their FY 2023 NCN or NCC application may include their COLA and Quality Improvement allocations in the annual application. If included, the NCN or NCC must contain separate project narratives and budget justifications for COLA and Quality Improvement as outlined in guidance described later in this notice. All supporting documentation for COLA and Quality Improvement must be clearly identified and uploaded in the 'Application and Budget Justification Narrative' folder under the 'Documents' tab within the NCN or NCC.

For additional information on the allowable uses of COLA and Quality Improvement funding, refer to Program Instruction ACF-PI-HS-23-02.

Contents of 'Supplement – COLA and Quality Improvement' Application

Applications must include separate project narratives and detailed budget justifications for each funding type, COLA and Quality Improvement, and by program, Head Start and/or Early Head Start. Each narrative must use 12-point font, and not exceed 10 pages. All narratives, budget justifications, and other supporting documentation must be uploaded into respective folders within the **Documents** tab of the application.

For COLA, the following must be demonstrated:

- A permanent increase of no less than the required 5.6 percent adjustment to the pay scale for each Head Start/Early Head Start position, including current employees and unfilled vacancies subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- A rationale and supporting documentation detailing agency policies and procedures if a position is receiving less than the required COLA percentage or differential COLA increases;
- The provision of a no less than 5.6 percent increase to all delegate agencies and partners or justification if less than the required percentage or differential increases are provided to delegate agencies and partners;
- Written confirmation that increases will be applied retroactively to the start of the FY 2023 budget period with a description of how funds will be distributed to affected employees, if applicable;
- The planned uses for any portion of the COLA funds to offset higher operating costs, once the 5.6 percent increase is provided to all staff, delegates and partners.

For Quality Improvement, the following must be demonstrated:

- Investments are consistent with Sec. 640(a)(5) of the Act (except programs are not bound by the requirements that at least 50 percent of the funds be used for staff compensation or that no more than 10 percent of funds be used on transportation. For more information on allowable activities as outlined in the Act, please see Attachment A);
- Investments made in Quality Improvement should be ongoing; description and written confirmation that funds will be used for ongoing purposes consistent with Section 640(a)(5) of the Act;
- If funds are used for staff wages, written confirmation that increases will be applied retroactively to the start of the FY 2023 budget period with a description of how funds will be distributed to all affected employees.
- If funds are used for one-time activities in the FY 2023 budget period, describe plans for how the funds will be allocated in the subsequent budget period.

Recipients are strongly encouraged to commit to sustained quality improvement investments, such as further increasing wages of Head Start/Early Head Start educational staff. However, grant recipients have the flexibility to use these funds to support the greatest local needs, consistent with Section 640(a)(5) of the Act.

Declination of Funds

If any portion of the funding identified above will not be requested, a statement regarding this decision must be submitted through HSES Correspondence no later than the date the application is due. The subject line of the HSES Correspondence should read –"[recipient grant number] [recipient name] –declination of [all or portion] COLA/QI funds". As a reminder, these funds are permanent increases to the Head Start and Early Head Start base funding levels. A declination of any portion of the funds may impact budgets for subsequent years.

Application's Budget Tab Requirements

Data entered on the **Budget** tab within the application populates the SF-424A. Funding for both, COLA and Quality Improvement, must be included and within the appropriate program, Head Start or Early Head Start.

Non-Federal Match

The budget and detailed budget justification must include each source of non-federal match, including estimated amount per source and the valuation methodology. Flexibilities continue for waiver requests of the non-federal match requirement through the public health emergency due to the COVID-19 pandemic. If a non-federal match waiver is being request, a value of \$0 must be entered in Section C of the SF-424A of the application. No additional justification is required, and the issuance of a notice of award constitutes approval of the request.

Supporting Documents

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the application must be provided. Through the public health emergency, at a minimum a statement confirming approval by Governing Body and Policy Council members available for contact will be accepted.

Upon expiration of the public health emergency, flexibilities for application requirements including requests for non-federal match waivers and Governing Body and Policy Council approvals will no longer be in effect. Applications submitted after the expiration must meet the full requirements.

The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. For questions or assistance, please contact Tamara Mattier, Head Start Program Specialist, at 215-861-4066 or Tamara.Mattier@acf.hhs.gov or Joani Hart, Grants Management Specialist, at 214-767-6241 or joani.hart@acf.hhs.gov.

Program Improvement (One-Time) Requests

Grant recipients encountering program improvement needs that cannot be supported by the agency budgets or other resources are invited to apply for one-time funding. This funding must be applied for separately through the appropriate supplemental amendment type in HSES. Program Improvement requests generally include but not limited to facility projects (construction, purchase, or major renovations requiring 1303 applications or minor repairs and enhancements), are prioritized and, issued funding subject to the availability of funds. If a program improvement request is submitted, please allow for additional time for a final decision. For questions regarding program improvement needs and requests, please contact the regional office.

For technical assistance in preparing the application, please contact the HSES Help Desk at help@hsesinfo.org or 1-866-771-4737.

Sincerely,
The Office of Head Start

Attachment A

Allowable Uses of Quality Improvement Funds as Specified in the Head Start Act

1. To improve the compensation (including benefits) of educational personnel, family service workers, and child counselors, as described in Sections [644\(a\)](#) and [653](#) of the Head Start Act, in the manner determined by the Head Start agencies (including Early Head Start agencies) involved, to support the following —
 - ensure that compensation is adequate to attract and retain qualified staff for the programs involved in order to enhance program quality;
 - improve staff qualifications and assist with the implementation of career development programs for staff that support ongoing improvement of their skills and expertise; and
 - provide education and professional development to enable teachers to be fully competent to meet the professional standards established under [Sec. 648A\(a\)\(1\)](#) of the Act, including—
 - providing assistance to complete postsecondary course work;
 - improving the qualifications and skills of educational personnel to become certified and licensed as bilingual education teachers, or as teachers of English as a second language; and
 - improving the qualifications and skills of educational personnel to teach and provide services to children with disabilities
2. To support staff training, child counseling, and other services necessary to address the challenges of children from immigrant, refugee, and asylee families; homeless children; children in foster care; children with limited English proficiency; children of migrant or seasonal farmworker families; children from families in crisis; children referred to Head Start programs (including Early Head Start programs) by child welfare agencies; and children who are exposed to chronic violence or substance abuse.
3. To ensure that the physical environments of Head Start programs are conducive to providing effective program services to children and families, and are accessible to children with disabilities and other individuals with disabilities.
4. To employ additional qualified classroom staff to reduce the child-to-teacher ratio in the classroom and additional qualified family service workers to reduce the family-to-staff ratio for those workers.
5. To ensure that Head Start programs have qualified staff that promote the language skills and literacy growth of children and that provide children with a variety of skills that have been identified, through scientifically based reading research, as predictive of later reading achievement.
6. To increase hours of program operation, including the following —
 - conversion of part-day programs to full-working day programs; and
 - increasing the number of weeks of operation in a calendar year.
7. To improve community wide strategic planning and needs assessments for Head Start programs and collaboration efforts for such programs, including outreach to children described in no. 2 above.
8. To transport children in Head Start programs safely.
9. To improve the compensation and benefits of staff of Head Start agencies, in order to improve the quality of Head Start programs.



ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | 330 C St., SW, 4th Floor, Washington DC 20201 | eclkc.ohs.acf.hhs.gov

March 09, 2023

Grant No. 03HP000205

Dear Head Start Grant Recipient:

The Consolidated Appropriations Act, 2023, contains an increase for Head Start of \$960 million over the Fiscal Year (FY) 2022 level. This includes a cost-of-living adjustment (COLA) of \$596 million and a \$262 million Quality Improvement investment. The COLA supports a 5.60 percent adjustment above FY 2022 funding levels to increase the pay scales of Head Start and Early Head Start staff, including vacant positions, fringe benefits, and to offset higher operating costs. Quality Improvement funds are allocated proportionately based on federal funded enrollment levels, with additional adjustments given to smaller grant recipients to allow for a meaningful investment, as permitted by the Act.

The following table reflects the COLA and Quality Improvement increases available for FY 2023.

Funding Type	Early Head Start
Cost-of-Living Adjustment (COLA)	\$51,287
Quality Improvement (QI)	\$23,613
Total Funding	\$74,900

Please note, these permanent increases are effective at the start of the FY 2023 budget period and are retroactive if this period has already commenced. Allocations are subject to adjustment if changes are made to annual funding/enrollment levels. Applicable to recipients operating both a Head Start and Early Head Start program, allocations for each funding type by program **must** be budgeted accordingly in application submissions.

Application Submission Requirements

The supplemental application is due **April 21, 2023** (except for recipients that have yet to submit their FY 2023 Non-Competing New (NCN) or Non-Competing Continuation (NCC) application. In these instances, the due date for COLA and Quality Improvement funds will be the due date for the NCN or NCC application) and must be submitted in the [Head Start Enterprise System \(HSES\)](#). To apply, please select the **Financials** tab, **Grant Application** tab, **Fiscal Year 2023**, and add the **'Supplement – COLA and Quality Improvement'** amendment type. No other supplemental application type will be accepted for this funding opportunity.

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Attachment A

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 - provide education and professional development to enable teachers to be fully competent to meet the professional standards established under [Sec. 648A\(a\)\(1\)](#) of the Act, including—
 - providing assistance to complete postsecondary course work;
 - improving the qualifications and skills of educational personnel to become certified and licensed as bilingual education teachers, or as teachers of English as a second language; and
 - improving the qualifications and skills of educational personnel to teach and provide services to children with disabilities
2. To support staff training, child counseling, and other services necessary to address the challenges of children from immigrant, refugee, and asylee families; homeless children; children in foster care; children with limited English proficiency; children of migrant or seasonal farmworker families; children from families in crisis; children referred to Head Start programs (including Early Head Start programs) by child welfare agencies; and children who are exposed to chronic violence or substance abuse.
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8. To transport children in Head Start programs safely.
9. To improve the compensation and benefits of staff of Head Start agencies, in order to improve the quality of Head Start programs.

ADMINISTRATIVE - 9

Authorization to Advertise Public Hearings on the Readoption of the Zoning Ordinance as Amended through March 22, 2023

ISSUE:

On March 23, 2023, the Supreme Court of Virginia issued an opinion in *Berry v. Board of Supervisors* (Record No. 211143) reversing the Fairfax County Circuit Court and finding the County's 2021 Zoning Ordinance, adopted in March 2021 and commonly referred to as zMOD, void *ab initio*. According to the Supreme Court's opinion, the Board of Supervisors (Board) erred in relying on state legislation, adopted at the outset of the COVID-19 pandemic in 2020, that expanded the ability of public bodies statewide (including the General Assembly) to conduct business via electronic meetings. For meetings that met its requirements, the 2020 legislation overrode conflicting open meeting provisions of the Virginia Freedom of Information Act (VFOIA). The Board indisputably met all the legislation's requirements regarding public notice, access, and comment for an electronic meeting. But the Supreme Court interpreted the legislation narrowly to exclude consideration and adoption of zMOD. If the Board's 2021 adoption of the zMOD Ordinance was void, so was the contemporaneous repeal of the 1978 Zoning Ordinance (as amended), leaving that earlier Ordinance still in effect. As a result, new public hearings are required for reconsideration of the zMOD Ordinance as previously adopted on March 23, 2021. And while subsequent Zoning Ordinance amendments are not addressed in the opinion, staff recommends that they be included as part of the complete Zoning Ordinance being considered.

RECOMMENDATION:

The County Executive recommends authorizing the advertisement of public hearings to repeal and replace the 1978 Zoning Ordinance (as amended), and to either repeal the 2021 zMOD Ordinance or sunset the proposed new Zoning Ordinance if the 2021 zMOD Ordinance is subsequently reinstated by others, by adopting the Resolution set forth in Attachment 1.

TIMING:

Board action is requested on April 11, 2023, to provide sufficient time to advertise the proposed Planning Commission public hearing on May 3, 2023, at 7:30 p.m., and the proposed Board of Supervisors public hearing on May 9, 2023, at 4:30 p.m.

BACKGROUND:

The main goals of the zMOD project were to:

- Modernize the County's Zoning Ordinance.
- Make the regulations easier for all stakeholders to understand.
- Remove inconsistencies, gaps, and ambiguities that had found their way into the Ordinance since initial adoption of the previous Ordinance in 1978.

Having begun in 2017, the zMOD project had matured in the midst of the COVID-19 pandemic. The societal challenges posted by the pandemic made it all the more critical to update the 1978 Zoning Ordinance as a means of helping to sustain and stimulate the County's economy. Indeed, the proposed changes were intended to benefit businesses and residents of all income levels.

Because the pandemic made it unsafe to hold in-person meetings, the Planning Commission and Board both held their public hearings via electronic means but provided the public notice, real-time public access, and opportunity for public comment required by the 2020 legislation. On March 23, 2021, the Board voted to repeal the 1978 Zoning Ordinance and adopt the zMOD Ordinance, which took effect on July 1, 2021.

Until the Supreme Court's opinion on March 23, 2023, the County operated successfully under the 2021 zMOD Ordinance. In light of the Court's opinion, however, the County is currently operating under the 1978 Zoning Ordinance (as amended through April 14, 2021). This authorization to advertise will allow the Board to consider readoption of the zMOD Ordinance. The Zoning Ordinance proposed for readoption is provided as Attachment 2 and includes the seven amendments previously adopted by the Board (links to the adopted Ordinances are provided below):

- [Amendment 112.1-2021-1](#): Establishment of Wellington at River Farm Historic Overlay District (WHOD).
- [Amendment 112.1-2021-2](#): Agritourism and Related Changes.
- [Amendment 112.1-2021-3](#): Special Permit Fees and Other Minor Revisions.
- [Amendment 112.1-2021-4](#): Historic Overlay Districts and State Code Revisions.
- [Amendment 112.1-2022-5](#): Minor and Editorial Revisions.
- [Amendment 112.1-2022-6](#): Establishment of Hollin Hills Historic Overlay District.
- [Amendment 112.1-2023-7](#): Minor and Editorial Revisions.

A Summary of Notable Changes was prepared after adoption of zMOD. That document has been updated and is included as Attachment 3. The updated summary includes the subsequent amendments and identifies the specific subsections of the Zoning Ordinance where the effective date of the Ordinance will need to be updated. In

addition, a minor edit to the submission requirements for ALUs would remove the requirement to document age or disability because the age or disability requirement was previously removed from the use standards as part of zMOD.

As previously discussed, the recent Virginia Supreme Court decision requires new public hearings for the zMOD Ordinance and subsequent amendments. The proposed Zoning Ordinance under consideration does not include new content outside of what was previously considered and approved by the Board, except as noted above.

EQUITY IMPACT:

This policy aligns with the One Fairfax areas of focus #2 - furthering the provision of a full spectrum of housing opportunities throughout the County, and #11 - supporting a quality built environment that anticipates growth and change. The community engagement process was particularly robust with public meetings occurring virtually and in-person, allowing for participation from all interested stakeholders—in addition to the required public hearings. Comments were received through a variety of means and considered as part of the proposed Ordinance.

REGULATORY IMPACT:

The proposal to readopt the currently invalidated zMOD Ordinance and its subsequent amendments will provide a clear path forward for those zoning applications, plans, and permits that were submitted under the 2021 zMOD Ordinance but are currently subject to the 1978 Ordinance in effect on June 30, 2021. It will also remove uncertainty for approvals granted over the past almost two years. The current situation has created a great deal of confusion for previously approved and in process applications, so time is of the essence in mitigating that uncertainty.

FISCAL IMPACT:

The fiscal impacts of this effort are difficult to quantify. The zMOD Ordinance is easier for staff, residents, businesses and industry, and other stakeholders to understand and implement. The more easily understandable regulations may save staff time in interpreting the Zoning Ordinance, as well as responding to stakeholder inquiries, allowing additional time to be spent on daily zoning work.

Fee changes based on the 1978 Zoning Ordinance (amended through April 14, 2021), as compared to the fees under the zMOD Ordinance and subsequent amendments proposed for readoption are shown in the table below. The zMOD Ordinance proposed new uses and approvals with appropriate fees that were not available in the 1978 Zoning Ordinance.

Board Agenda Item
April 11, 2023

Application Type	1978 Zoning Ordinance Fee	Proposed Fee
Accessory Living Unit Administrative Permit (AP)	n/a	\$200 SP \$70 Renewal
Accessory Living Unit Special Permit (SP)	\$435 SP \$54.38 Renewal	\$435 SP \$70 Renewal
Accessory Structures on Through Lots SP	n/a	\$910
Adult Day Support Center SE	n/a	\$1,100 (<100 adults) \$11,025 (100+ adults)
Agritourism	n/a	\$205 Tier 4 AP \$50 Tier 4 AP Renewal \$4,090 SE
Alternative Use of Historic Building SE	n/a	\$8,180
Home-Based Business AP	\$50	\$100
Home-Based Business SP	\$16,375	\$435
Congregate Living Facility SE	\$16,375	\$8,180
Deletion of Land Area (PCA, FDPA, etc. for deletion of land area only)	½ applicable fee	¼ applicable fee
Increase in Cumulative Square Footage of Accessory Structures SP	n/a	\$910
Increase in Flagpole Height SP	n/a	\$435
Increase in Height of Freestanding Accessory Structures SP	n/a	\$910
Quasi-Public Park, Playground, or Athletic Field SE	\$16,375	\$8,180
Single-family Dwelling in Floodplain SE	\$16,375	\$8,180
Special Event SP	\$16,375	\$4,090
Waiver of Certain Sign Regulations SE	\$16,375	\$8,260

The potential revenue impacts will be minor, and staff will continue to monitor revenues in collaboration with the Department of Management and Budget, and will adjust budgeted revenues, if necessary.

Board Agenda Item
April 11, 2023

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – Proposed Zoning Ordinance

Attachment 3 – Summary of Notable Changes

STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leslie B. Johnson, Zoning Administrator, DPD

Carmen Bishop, Deputy Zoning Administrator, DPD

Casey Judge, Principal Planner, DPD

ASSIGNED COUNSEL:

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 April 11, 2023, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, the purpose of the Zoning Ordinance is to promote the health, safety, and general welfare of the public and to implement the Comprehensive Plan for the orderly and controlled development of the County; and

WHEREAS, in 1978 the Board of Supervisors adopted a new Zoning Ordinance (Chapter 112 of the County Code), which was amended from time to time over the following decades;

WHEREAS, despite those amendments, certain land uses and associated regulations needed to be modernized with substantive revisions to use names, definitions, permissions, and standards in order to keep pace with current and emerging trends and to further the purpose of the Ordinance; and the global COVID-19 pandemic made these measures all the more necessary to promote the County's economy in a time of unprecedented challenges; and

WHEREAS, on December 1, 2020, after three years of public outreach and engagement with over 100 public meetings, including multiple public hearings, the Board voted to authorize advertisement of the proposed zMOD Ordinance; and

WHEREAS, on March 23, 2021, following public hearings before the Planning Commission and the Board, the Board voted to repeal the 1978 Zoning Ordinance (Chapter 112 of the County Code) and adopt the zMOD Ordinance (Chapter 112.1) with an effective date of July 1, 2021; and

WHEREAS, the zMOD Ordinance, as originally adopted and subsequently amended, was expected to help sustain the County's economy during the pandemic and stimulate its post-pandemic economic recovery by, among other things, dramatically reducing the highest application fees; permitting additional home-based business opportunities; expanding the potential for accessory dwelling units; revising use regulations to recognize new uses, update use names and definitions, and consolidate uses creating a more intuitive format and organization with new graphics, formatting, and updated text for readability; and removing inconsistencies, gaps, and ambiguities in the 1978 Zoning Ordinance, and

WHEREAS, the Board approved seven sets of amendments regarding, for example, agritourism, certain application fees, and historic districts, including the Wellington at River Farm and Hollin Hills Historic Overlay Districts; and

WHEREAS, since July 1, 2021, the public has relied on the zMOD Ordinance, as adopted and amended, in making land use decisions, so time is of the essence in restoring that certainty; and

WHEREAS, on March 23, 2023, the Supreme Court of Virginia issued an opinion declaring the zMOD Ordinance void *ab initio* because it was heard and adopted at Board meetings held via electronic means due to the COVID-19 pandemic, although these meetings were properly noticed, were broadcast to the public in real time, and included the testimony of 70 residents; and

WHEREAS, the March 23, 2023, decision of the Supreme Court of Virginia also invalidated the March 23, 2021, repeal of the 1978 Zoning Ordinance; and

WHEREAS, in case the zMOD Ordinance is later reinstated, it may be necessary to provide for its repeal or sunseting of this newly authorized ordinance, to avoid having concurrent zoning ordinances; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of (1) replacing the 1978 Zoning Ordinance with a modernized Ordinance similar in form and substance to the currently invalidated zMOD Ordinance and (2) providing for either repeal of the zMOD Ordinance or sunseting of this new ordinance.

NOW THEREFORE, BE IT RESOLVED, for the foregoing reasons and as further set forth in the Summary of Notable Changes and proposed Ordinance, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance to repeal and replace the 1978 Zoning Ordinance and to either repeal the 2021 zMOD Ordinance or sunset this newly authorized ordinance, as recommended by staff.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Proposed Zoning Ordinance

INSTRUCTIONS: The proposed Zoning Ordinance is provided in the link below <https://online.encodeplus.com/regs/fairfaxcounty-va/doc-viewer.aspx> with the following revisions:

- Replace July 1, 2021, with the new effective date of the Ordinance in:
 - Section 1107 – Effective Date
 - Subsection 4102.5.R(2) – Commercial Recreation, Indoor
 - Subsection 4102.5.W – Health and Exercise Facility, Large
 - Subsections 4102.6.A.(2)(a), (3)(a) – Data Center
 - Subsection 4102.6.B(3) – Goods Distribution Hub
 - Subsection 4102.7.B(4) – Accessory Living Unit
 - Subsection 5100.2.L(3) – Lots with Pipestem Driveways
 - Table 8102.1 – Fee Schedule: SE for Addition to or Replacement of a Single-Family Detached Dwelling Existing as of (*insert effective date*), in a Floodplain
- Delete subsections 8101.3.E(1)(d) and (e), which require submission of documentation for the age or disability of a resident with an application for a special permit for an accessory living unit.
- In Appendix 1 (not part of the codified Zoning Ordinance), one or more instances of July 1, 2021, may be replaced with the new effective date of the Ordinance.

FAIRFAX COUNTY



ZONING ORDINANCE MODERNIZATION PROJECT

NOTABLE CHANGES FROM THE 1978 ORDINANCE

APRIL 6, 2021

UPDATED APRIL 5, 2023

Introduction

This document summarizes the notable changes found in the Zoning Ordinance proposed for re adoption as compared to the previous 1978 Fairfax County Zoning Ordinance. Information is generally grouped by Article, with classification groupings in Article 4 – Use Regulations. While this document was originally dated April 6, 2021, it has been revised to include additional background information, a summary of the structure of the new Ordinance, and an overview of the outreach and engagement efforts. In addition, this document has been updated to address the seven subsequent Zoning Ordinance Amendments to the zMOD Ordinance. These changes are flagged with a ➤ and are proposed to be part of the new Ordinance. This document also addresses updated provisions relating to previous approvals and other revisions related to the effective date.

Background

On March 23, 2021, the Board voted to adopt a new and modernized Zoning Ordinance to take effect on July 1, 2021. This Ordinance was the culmination of the Zoning Ordinance Modernization (zMOD) project, which involved over three years of outreach and engagement and over 100 public meetings (these meetings are listed on the [zMOD Outreach page](#)). The main goals of the project were to modernize the County’s Zoning Ordinance, to make the regulations easier for all stakeholders to understand, and to remove inconsistencies, gaps, and ambiguities that had found their way into the Ordinance since initial adoption of the previous Ordinance in 1978. In addition to creating a new, more intuitive format and organization, creating new graphics, and editing the text for readability, the modernization effort focused on certain revisions to the uses, including adding new use names, consolidating uses, creating new uses where appropriate, developing updated definitions, and making revisions to some of the use regulations. The proposed Zoning Ordinance for re adoption includes seven Zoning Ordinance Amendments previously adopted by the Board.

Outreach

Extensive public outreach was a hallmark of the zMOD project, which employed a variety of ways to inform and engage the public. From the initial project kickoff in 2018, the proposal was developed and released in installments to facilitate public review and comment. This iterative process incorporated

edits based on community feedback, along with options for the Board to consider. A variety of outreach and engagement methods were employed, including the following:

Meetings - Both in-person and remote meetings were conducted throughout the process. Meetings for the general public were held, as well as targeted meetings to specific community groups, including land use committees in all nine magisterial districts. Meetings were streamed via Facebook Live before the widespread use of virtual meeting platforms to further provide an avenue for participation to those who could not attend in person. Videos of all recorded meetings were then posted online.

Website and Email – zMOD had a dedicated website that included materials, such as posted drafts, presentations, and videos. Information about upcoming meetings, contact information (including a dedicated email address for comments), and the different ways to stay engaged were included on this website. A zMOD Listserv was also utilized for announcements on draft releases and meetings.

Surveys – An initial survey about ways to improve the Ordinance was conducted in early 2018 and the results were posted on February 26, 2018. In spring 2020, surveys were conducted on accessory dwelling units and home-based businesses; information about these survey results was included in a memorandum to the Board dated June 30, 2020, and posted on the zMOD website.

Social Media, Channel 16, and Videos – Notices of draft releases, meetings, and surveys were posted to Facebook and Nextdoor. The project was also featured on Channel 16 and the Planning Commission Roundtable. Videos were created to provide an overview of each individual release and the use regulations. Videos of the June 2020 Consolidated Draft were produced in both English and Spanish.

Newsletters – Information about the drafts released and meetings were included in the members of the Board of Supervisors' individual newsletters.

Work Groups – Three informal workgroups (one each for citizens, industry, and land use attorneys) were created to provide a sounding board for discussions. These members also served as liaisons with their community groups and contacts to help disseminate project information.

The seven additional Zoning Ordinance Amendments also utilized a variety of the public outreach and engagement methods listed above to integrate community feedback into the amendments.

Structure

The zMOD Ordinance consolidates the current (as of June 30, 2021) 20 articles and six appendices into nine articles and one appendix. An overview of the content included in the new articles is provided below:

Article 1 – General Provisions

Article 1 lays the groundwork for the Ordinance, including the enabling legislation, the structure, and the purpose statements.

Article 2 – Zoning Districts

Article 2 includes the specific zoning districts and associated regulations, including aerial imagery and tables describing key lot and building dimension standards (e.g., height and setbacks).

Article 3 – Overlay and Commercial Revitalization Districts

Article 3 incorporates information currently located in Article 7 and separate appendices into the body of the Ordinance. Regulations related to Historic Overlay Districts, Commercial Revitalization Districts, and other overlays are included in this article.

Article 4 – Use Regulations

Article 4 includes all land uses, how they are permitted in the various zoning districts, and their associated use regulations. This article contains revisions from today's regulations, including new and consolidated uses, changes in some permissions, and revisions to use-specific standards that, depending on the use, may change the way that the use is established in the various zoning districts.

The proposed Ordinance arranges uses into two use tables, which are organized according to a three-tiered hierarchy. The new structure groups similar uses together as follows:

- **Use Classifications**: Each use is grouped under one of seven broad classifications: Agricultural; Residential; Public, Institutional, and Community; Commercial; Industrial; Accessory; and Temporary.
- **Use Categories**: Categories are subgroups within each use classification that have common functional or physical characteristics. For example, the Recreation and Entertainment category falls under the Commercial Uses classification, and the Household Living category falls under the Residential Uses classification.
- **Uses**: Uses are the specific land uses that can be established within a category, such as a Banquet or Reception Hall within the Recreation and Entertainment category or a Stacked Townhouse within the Household Living category.

There is a use table for the conventional districts and one for the planned districts. In both tables, the uses are listed along the left-hand column and ultimately will be hyperlinked to their definitions. Along the right-hand column, the use-specific standards are listed and will also be hyperlinked. Each district is listed across the top, and the planned district table further distinguishes principal and secondary uses, as well as the areas for the PRC District.

Article 5 – Development Standards

The new Article 5 includes sections on the following topics:

- Lot, Bulk, and Open Space Regulations (including setbacks and permitted extensions)
- Affordable Dwelling Unit Program
- Earthborn Vibration Standards
- Water and Sewer Facility Requirements
- Grading, Erosion, Sediment Control, and Drainage
- Floodplain Regulations
- Common Open Space and Improvements

- Private Streets
- Landscaping and Screening
- Outdoor Lighting

Most of the current Zoning Ordinance provisions have been carried forward without substantive change, including the Affordable Dwelling Unit program.

Article 6 – Parking and Loading

This article includes the parking and loading standards from the current Article 11. Parking rates have been updated where needed to correspond to the new uses.

Article 7 – Signs

This article carries forward without any substantive changes the current sign regulations that were adopted in March 2019.

Article 8 – Administration, Procedures, and Enforcement

Article 8 includes the following sections:

- Review Procedures
- Submission Requirements
- Fee Schedule
- Review and Decision-Making Bodies
- Nonconformities
- Condominiums, and Condominium and Cooperative Conversions
- Enforcement, Violations, and Penalties

The standards have been reorganized from the current Ordinance to bring together related provisions and reduce repetition where possible.

Article 9 – Definitions and Ordinance Interpretation

Article 9 includes interpretations of words and terms used in the Ordinance, a list of abbreviations, and the definitions. All land uses are defined, as opposed to the current Ordinance, where only some of the uses are defined. The use definitions have been simplified where appropriate and any detailed regulations are contained in the use-specific standards. This approach, along with the classification and category structure, will assist with general understanding of the regulations as well as in issuing use determinations as the market develops new uses.

Notable Changes by Article

Article 1 – General Provisions

- ❖ **Purpose Statements.** The purpose statements have been reorganized and edited, with new references added related to facilitating an equitable community and to promoting an overall sense of community through placemaking.

Article 2 – Zoning Districts

- ❖ **Angle of Bulk Plane.** This older methodology based on the height of the building using an angle to determine minimum setbacks has been simplified. The formula, termed “angle of bulk plane,” and effective building height have been deleted and replaced with tables that capture the same or similar setbacks relative to height without reliance on the formula.
- ❖ **Certain R-C District Setback Modifications.** Previously, certain lots comprehensively rezoned to the R-C District in 1982 that are either (a) subject to a final plat approved prior to July 26, 1982, or (b) recorded with a final consent decree entered in specific Chancery Numbers, could seek special permit approval to modify setback requirements. Dwellings meeting these standards can now apply the setbacks that were in effect in 1982 with administrative review rather than special permit approval.
- ❖ **Deleted Zoning Districts.** The R-P (Residential-Preservation) and I-1 (Light Industrial Research) Districts have been removed, as there was no land zoned to these districts.
- ❖ **New Graphics.** Graphics have been added to better illustrate lot and building dimensional standards, building height measurement, location regulations for decks and other accessory structures, and other provisions of the Ordinance.
- ❖ **Planned “P” Districts.**
 - **Comparison to Conventional District.** The requirement for P districts to generally conform with the landscaping and screening provisions of the most similar conventional zoning district (Par. 1 of Sect. 16-102) was not brought forward. The provision had no practical meaning, since transitional screening and barrier requirements are based on land use, not zoning district. No landscaping and screening requirements have been removed.
 - **PDH Density Bonus.** The density bonuses allowed in the PDH District for design features, historic preservation, or proposed development at a lower density than the previous zoning district have not been carried forward.
 - **PDH Secondary Use Limitations.** The secondary use limitations have been updated based on the proposed use classification system. In addition, the previous requirement that secondary uses of a commercial nature be designed to serve primarily the needs of the residents of the planned development has been revised to require secondary uses in the commercial classification to be designed as an integrated component of the development. This shifts the focus to design and layout, instead of whether a particular secondary use primarily serves the planned development. The maximum land area devoted to commercial uses continues to be limited by the number of dwelling units times a square foot factor per unit.
 - **P District General Standard.** The general standard that carries forward Par. 3 of Sect. 16-101 of the previous Ordinance has been revised to better capture the intent of the requirement for planned developments to protect natural resources. The new language refers to natural ecosystem components instead of “scenic assets and natural features,” and includes a broader list of examples, including meadows, healthy soils, and heritage resources.
- ❖ **R-A District.** The standard from Par. 2 of Sect. 3-A02 of the previous Ordinance that requires agricultural uses in the R-A District to cover not less than 75 percent of the land area has been

relocated to the R-A District standards and has been broadened to allow open space as well as agricultural operations to comprise the minimum 75 percent.

- ❖ **Stacked Townhouse Dwelling.** Stacked townhouses, often referred to as two-over-twos, are a common building type in the County, but were not specifically addressed in the 1978 Zoning Ordinance. They were interpreted to be multifamily dwellings but listing this type of housing separately allows separate standards to be assigned where appropriate, such as for parking, which is discussed below under Article 6. In Article 4, the permissions for stacked townhouses have been aligned with those of multifamily dwellings. In Article 5, stacked townhouses are grouped with single-family detached and attached units for the purposed of affordable dwelling unit calculations. Article 2 contains the building and dimensional standards for this new dwelling type. The setbacks of stacked townhouses are aligned with those of single-family attached dwellings, but a taller building height has been proposed to accommodate the stacked design. In the R-12, R-16, and R-20 Districts, the maximum height of stacked townhouses is 60 feet. In Affordable Dwelling Unit Developments, in the R-5 through R-20 Districts, the maximum building height varies by zoning district from 50 to 60 feet. In the PRC District, stacked townhouses have been added to the population factor for single-family attached units, meaning they are subject to a population factor of 2.7 persons per unit rather than the multifamily population factor of 2.1 persons per unit.

Article 3 – Overlay and Commercial Revitalization Districts

- ❖ **Airport Noise Overlay District.** The uses listed in the noise compatibility table have been updated to correspond with the use tables in Article 4. Accessory and temporary uses were not carried forward as the noise level standards are based on the principal use. New uses were assigned the levels for the most similar use, while some changes are proposed for consolidated uses. For instance, theaters were previously not allowed in any of the noise impact areas, but they have been consolidated with other indoor recreation uses which are allowed with acoustical treatment measures.
- ❖ **Commercial Revitalization Districts (CRDs).** This section has been extensively reorganized and consolidated. Provisions that were found in Article 7 and Appendix 7 of the previous Ordinance have been brought together, and the repetition for the five CRDs has been eliminated.
 - **Building Height.** Flexibility in maximum building height is expanded in a similar manner as it applies to setback requirements by allowing an increase in the building height permitted in the underlying zoning district if the height is specifically permitted in the Comprehensive Plan.
 - **Interior Parking Lot Landscaping.** Under previous standards, interior parking lot landscaping in CRDs was only required when 20 or more parking spaces were being added to a development. Interior parking lot landscaping is now required when the resultant parking lot contains a total of 20 or more parking spots, which is the same standard that applies to non-CRD districts.
 - **Parking Reduction.** The ability for the Board to include appropriate conditions on parking reductions has been added. This language was previously included in all non-CRD parking reductions and was expanded to those in CRDs.
 - **Setbacks.** Previously, in commercial districts, a front setback was required to be a minimum of 20 feet unless the Comprehensive Plan specified a distance that is equal to or less than

the front setback for the underlying zoning district. In the various commercial districts, the front setback requirement ranges from 25 feet to 40 feet, or more, depending on the height of the building. The adopted Ordinance now allows 20 feet or a lesser setback if it is specified in the Comprehensive Plan. This change clarifies that the front setback would never be required to be greater than 20 feet in a commercial district in a CRD. In addition, like with Commercial Revitalization Areas, Community Business Centers, and Transit Station Areas, the ability for the Director to modify or waive setback requirements as a part of site plan approval was added.

- ❖ **Historic Overlay Districts (HODs).** This section has been reorganized to bring the provisions previously found in an appendix into the body of the Ordinance and consolidated to remove repetition. Notable changes include:
 - **Archaeological Survey.** While consultation with the Park Authority archaeologists is required, the procedural details of archaeological survey requirements were relocated out of the Zoning Ordinance and into a separate document maintained by the Park Authority. As a part of the submission requirements, it has been clarified that for applications within or contiguous to an HOD, a Phase I archaeological study is only needed if found to be required following submission of the Archaeological Survey Data Form.
 - **Criteria.** The criteria for establishing an HOD have been edited to follow the National Register criteria of significance.
 - **Height.** In the Lake Anne Village Center, the previous standard that building height must be compatible with the intent of the district was not brought forward.
 - **Request to Establish an HOD.** Previous Par. 2 of Sect. 7-203 regarding the procedures to establish or revise an HOD was not carried forward, as the procedures for all map amendments (rezoning) are included in new Article 8.
 - **ZOA 112.1-2021-1: Establishment of Wellington at River Farm Historic Overlay District.** This amendment established the Wellington at River Farm Historic Overlay District (WHOD), concurrent with a Comprehensive Plan Amendment PA 2020 IV-MV1, addressing the proposed establishment of the WHOD; and rezoning application RZ 2021-MV-001, adding the WHOD to the property and defining the boundaries of the WHOD on the Zoning Map. The text amendment took effect under the 1978 Zoning Ordinance on April 14, 2021, with similar text in zMOD format taking effect on July 1, 2021. The zMOD, not the 1978, format is proposed for readoption.
 - **ZOA 112.1-2021-4: Historic Overlay Districts and State Code Revisions.** In accordance with State Code revisions, this amendment provided for Architectural Review Board review and approval of proposed subdivisions within an HOD whose regulations require such approval. It added a requirement for such approval to the Wellington HOD and allowed the Board to impose or accept conditions, including for public access.
 - **ZOA 112.1-2022-6: Establishment of Hollin Hills Historic Overlay District.** This amendment established the Hollin Hills Historic Overlay District. Both the zoning map and text were revised to establish the new HOD, with a concurrent Comprehensive Plan Amendment and Rezoning.

Article 4 – Use Regulations

The changes in Article 4 are summarized below according to the seven use classifications, beginning with the general use standards that affect all uses.

General Use Standards

- ❖ **Alternative Use of Historic Buildings.** This use replaces the previous special permit use “older structures.” The use allows the Board to approve a special exception for nonresidential uses within any structure listed on the Fairfax County Inventory of Historic Sites, with the intent being to incentivize the preservation of historically significant sites through the allowance of appropriate adaptive reuse. Although not all buildings on the Inventory are residential, many are, and the proposed uses must be compatible with the surrounding neighborhoods. Therefore, uses in the animal-related category (e.g., kennel), vehicle-related category (e.g., vehicle repair, vehicle fueling station), and the entire industrial classification, except for craft beverage production and small-scale production establishments, are prohibited.
- ❖ **Associated Service Uses.** Associated service uses (new name for accessory service uses) are intended to provide a convenient service to the residents in a multifamily development, or to employees in an office or industrial park. These are uses that are not otherwise allowed by right in the districts where they are permitted as associated service uses. The revisions create a simplified and uniform approach and include changes to the list of uses, the districts where they are allowed, and to the standards.
- ❖ **Modifications or Waivers.** A new section has been added that clearly states which standards can be waived or modified. The Board may modify or waive any use standards in Article 4 in conjunction with approval of proffered conditions or a special exception, but the standards, procedures, or provisions in the other Articles may only be modified or waived if specifically permitted by the Zoning Ordinance. Zoning or subdivision requirements for a planned district may also be waived by the Board in conjunction with rezoning applications. No definition may be modified and the BZA may not modify or waive standards unless specifically provided for in the Ordinance.
- ❖ **Outdoor Storage.** Standards for outdoor storage and display were reorganized, consolidated, and revised as general standards for residential, commercial, and industrial districts. In residential districts and the residential areas of P districts, outdoor storage is still limited to 100 square feet and must not be located in the front yard.
- ❖ **Performance Standards.** The references that were previously included in Article 14, Performance Standards, are now included as part of a general standard that requires compliance with other local, state, or federal requirements. The standard includes specific references to air pollution, fire and explosion hazards, radiation hazards, electromagnetic radiation and interference, and liquid and solid wastes.

Agricultural and Related Uses

- ❖ **Farm Winery, Limited Brewery, and Limited Distillery.** The previous Ordinance allowed a farm winery, limited brewery, and limited distillery to have up to 200 guests, or if access is from a “major

arterial,” up to 300 guests. Major arterial was not a defined term in the Ordinance. To clarify this issue, the term has been replaced with principal arterial.

- **ZOA 112.1-2021-2: Agritourism and Related Changes.** The amendment increased the minimum acreage required to be in agricultural production from five acres to seven acres when establishing an agricultural operation; established an agritourism definition with a tiered system based on associated acreage ranges and total number of attendees per day, and standards; created a by-right option for bed and breakfasts when in conjunction with an agricultural operation and located on 20 acres or more; permitted food trucks in association with agritourism and a limited brewery, limited distillery, and farm winery; renamed “quarters for a tenant farmer and his family” to farm worker housing with additional standards; and modified and relocated the provisions for wayside stands.

Residential Uses

- ❖ **Live-Work Development.** This new use is for a structure or part of a structure in which individual units are specifically designed to accommodate a residential dwelling unit and a flexible workspace for office-type uses. Use standards prohibit any activity that is not a permitted, special permit, or special exception use in that district, and medical and dental services, research and experimentation, and similar activities that typically require installation of specialized equipment.
- ❖ **Religious Group Living and Residence Hall.** A new use standard requires that in the industrial and commercial districts, religious group living must be located in conjunction with a religious assembly use, and a residence hall must be located in conjunction with a private school, a college or university, or a religious assembly use.
- ❖ **Stacked Townhouse Dwelling.** This is a new use that is discussed above in Article 2 and below in Article 6.
- ❖ **Length of Rows of Single-family Attached and Stacked Townhouse Dwellings.** The maximum length of a contiguous building has been extended from 240 feet to 250 feet, excluding any utility closet. This change will help accommodate the width of brick and bay windows for a standard building group.

Public, Institutional, and Community Uses

- ❖ **Adult Day Support Center.** This is a new use to allow day support services for adults with intellectual or developmental disabilities. Adult day support centers focus on continuing education and skill-based training, such as job training skills and peer interaction, to help individuals become independent and integrated with the community. The permissions align with those of a child care center. This use is included in the Community, Cultural, and Educational Facilities category and would not require review by the Health Care Advisory Board (HCAB). With the addition of this new use, no changes were made to the permissions or standards for the adult day care center use which is included in the Health Care category and requires special exception approval by the Board and review by HCAB.
- ❖ **Child Care Center and Private School.** Among other limitations, outdoor recreation areas are required to be located outside the minimum front setback. Previously, this standard could be modified by special exception in the commercial and industrial districts only. The reference which limits the ability to modify the location of outdoor recreation areas only when the facility is located

in commercial and industrial districts has been removed. This allows a modification of the outdoor recreation location to be requested as a part of the special exception in residential and planned districts as well.

- ❖ **Club, Service Organization, or Community Center.** A new standard has been added that allows the Board to consider and condition accessory non-member events when this use is located in residential districts. The use is not permitted to host these types of events if they are not expressly approved by the Board.
- ❖ **College or University.** The use has been changed from a special exception use to a permitted use in the C-1, C-2, and C-3 Districts with the addition of use standards. These standards require the use to be located within enclosed buildings and prohibit residential, athletic, or large-scale assembly facilities.
- ❖ **Funeral Home.** Columbaria would now be allowed within an enclosed building in commercial and industrial districts.
- ❖ **Solar Power Facility.** This is a new use added for utility-scale operations in order to clarify the permissions and associated standards, including requirements for setbacks of solar panels and decommissioning plans. This use does not apply to the private collection of solar energy that is permitted as an accessory use.
- ❖ **Specialized Instruction Center.** Previously known as a school of special education, the permissions for this use have been changed from not allowed to a special exception use in the I-6 District if it involves vocational training, such as commercial driving schools, mechanical or trade schools, or similar types of instruction.

Commercial Uses

- ❖ **Animal Shelter, Kennel, and Veterinary Hospital.** Special exception standards prohibiting outdoor facilities in commercial and planned districts have been removed. A new special exception standard has been added that requires animals to be kept indoors between 10:00 p.m. and 7:00 a.m. to align with the Noise Ordinance but allows for the leashed walking of animals and for Board modification of the hours, considering factors such as lot size and proximity to existing and planned residential development.
- ❖ **Banquet or Reception Hall.** This is a new use that clarifies where event spaces as a principal use are allowed by special exception in the C-1 through C-4 Districts, by right in the C-5 through C-8 Districts, and in planned districts. These facilities are leased on an event-specific basis for receptions, meetings, banquets, and other similar events.
- ❖ **Bed and Breakfast.** Similar to the club, service organization, or community center use, a new standard has been added that allows the Board to consider and condition accessory rentals for events for individuals not staying overnight as guests when the use is located in residential districts. The use is not permitted to host these types of events if they are not expressly approved by the Board.
- ❖ **Catering.** Under the previous Ordinance, catering was considered most similar to either a business service and supply service establishment or production/processing. This new use separately defines catering and brings forward permissions from both of those other uses and expands them from not allowed to by right in the C-3 and C-4 Districts.

- ❖ **Commercial Off-Street Parking.** Language has been added to clarify that this use is for the parking of passenger vehicles and not for the storage of commercial vehicles.
- ❖ **Garden Center.** Under the 1978 Ordinance, establishments growing and selling nursery stock and related items were considered either: a) a plant nursery; b) retail sales; or c) agriculture if the sales are wholesale. The new Ordinance creates a single use with different use standards applicable depending on if the use is permitted by right or requires special exception approval.
- ❖ **UPDATE: Health and Exercise Facility, Large.** The date referenced in the standard for an existing building would be updated to the new effective date of the Zoning Ordinance.
- ❖ **Indoor Commercial Recreation and Outdoor Commercial Recreation.** Each of these two uses consolidates multiple previous uses with similar operational functions and land use impacts. In order to allow for new or emerging forms of recreation, the consolidated uses do not specifically list the individual types of activities that could take place in an indoor or outdoor recreation facility. New standards for uses involving firearms have been added to each use.
 - For indoor commercial recreation, the use is permitted by right in the C-3 and C-4 Districts if repurposing an existing building; otherwise, either a special exception is required (if in conjunction with a rezoning or other special exception use) or a special permit. In the C-5 District, indoor commercial recreation is permitted by right if limited to 6,000 square feet in size. In the C-6 through C-8 Districts, the use is permitted by right with no district-specific use standards. In the I-3 through I-6 Districts, indoor commercial recreation is permitted either by special exception (if in conjunction with a rezoning or other special exception use) or by special permit. Indoor commercial recreation is permitted in the planned districts if shown on an approved development plan/PRC development plan and PRC plan, or by special exception. **UPDATE:** The date referenced in the standards for an existing building would be updated to the new effective date of the Zoning Ordinance.
 - Outdoor commercial recreation in the R-C, R-E, and R-1 Districts is limited to ropes courses, paintball, firing ranges, skeet and trapshooting ranges, and other similar uses, which require special permit approval, and golf driving ranges which require special exception approval. A ten-acre minimum lot size has been added for a ropes course, and a 25-acre minimum lot size has been added for paintball. A 15-acre minimum lot size has been added for golf driving ranges located in the R-C, R-E, and R-1 Districts, consistent with the minimum size for golf courses. Except for ropes courses, paintball, firing ranges, skeet and trapshooting ranges, and other similar uses, which are only allowed in the R-C, R-E, and R-1 Districts, all other outdoor commercial recreation uses are allowed in the C-3 through C-8 and I-2 through I-6 Districts with special exception approval. In the PDH, PRC, PDC, PRM, and PTC Districts, the use is permitted if shown on an approved development plan/PRC development plan and PRC plan, or by special exception.
- ❖ **Massage Therapy Establishment.** Previously, a massage establishment licensed in accordance with Chapter 28.1 of the County Code was deemed to be an office use, while certain types of massages, such as a massage to the scalp, face, neck, shoulders, arms, hands, or feet, or to the upper body while fully clothed and seated in a chair, that do not require licensing were considered a personal service use. This differentiation has caused confusion and in order to better identify the use for both zoning and licensing purposes, a separate new use, massage therapy establishment, was added

which consolidated massage as licensed under Chapter 28.1 and the specific types of massages that were previously considered personal service. The permissions are aligned with those of the office use.

- ❖ **Office.** This use consolidates seven previous uses, including general office and research and development uses. The consolidation allows scientific research and development as part of the office use in all commercial and industrial districts, and in the PDC and PTC Districts, subject to use standards that would not allow the manufacturing or mass production of goods. Standards have been added to the commercial and planned districts addressing explosive and potential hazardous materials. The maximum percentages of office in the C-5 through C-8 Districts were carried forward, but the increase that is allowed by special exception has been revised to allow office up to 100 percent of the permitted FAR in order to allow for consideration of office uses that may be compatible in a retail setting.
- ❖ **Pet Grooming Establishment.** Under the previous Ordinance, this use was considered to be most similar to a personal service establishment. To avoid confusion, pet grooming has been made a separate use with similar permissions, except it is not permitted as an associated service use.
- ❖ **Public Entertainment.** This is a new use intended to include establishments where the focus is similar to a nightclub or bar with music, dancing, and entertainment activities predominantly catering to adults. Public entertainment is allowed by special exception in certain commercial and industrial districts and in certain P districts. Public entertainment includes restaurants that exceed the accessory entertainment allowed as part of a restaurant, as well as smoking lounges that meet the characteristics of public entertainment, such as staying open past 10:00 p.m. and having live entertainment.
- ❖ **Restaurant.** A new standard limiting the size of accessory entertainment to 15 percent of the publicly accessible area or 250 square feet (whichever is larger) replaces the previous 1/8 of the dining area limitation. The standard notes that accessory entertainment and smoking activities are allowed while food service is available and provides examples of accessory entertainment. Accessory hookah and other smoking activities are not subject to the size limitation for entertainment but must comply with indoor clean air requirements.
- ❖ **Smoking Lounge.** This is a new use which clarifies where hookah, cigar clubs, and other smoking lounges are allowed as a principal use by right or with special exception, special permit, or development plan approval in certain commercial, industrial, and planned districts. A smoking lounge does not have other entertainment activities and typically closes by 10:00 p.m. Standards also clarify that hookah and other smoking activities are allowed as accessory uses to a restaurant or public entertainment use.
- ❖ **Truck Rental Establishment.** A standard has been added that requires all trucks to be parked on-site. Truck rental is allowed by right in the I-5 and I-6 Districts and by special exception in the C-5 through C-8 Districts. The permissions have been expanded to allow truck rental by special exception in the I-4 District when in association with a self-storage facility.
- ❖ **Vehicle Sales, Rental, and Service.** Vehicle rental is allowed with special exception approval in the C-3, C-4, C-6, C-7, C-8, I-3, I-4, and I-5 Districts and with approval in the PDC, PRC, PRM, and PTC Districts. In response to industry feedback, standards have been added to allow vehicle rental by right in the C-3, C-4, C-6, C-7, and C-8 Districts if the office is limited to 2,500 square feet and the

number of rental vehicles is limited to 15. No by-right car wash, maintenance, or refueling is allowed. This permits smaller rental establishments in commercial areas and allow rental companies to stay competitive with gig economy opportunities.

Industrial Uses

- ❖ **Data Center.** Previously interpreted to be a type of “telecommunications facility,” a data center would have been allowed in virtually all zoning districts. The new use is allowed in C-3, C-4, I-2 through I-6, PRC, PDC, and PTC Districts. Use-specific standards were added requiring associated equipment, including emergency power generators and equipment, to be enclosed or screened in all districts other than the I-4 through I-6 Districts to limit noise and visual impacts. A maximum size of 40,000 square feet of gross floor area is allowed in the C-3 and C-4 Districts and 80,000 square feet of gross floor area is allowed in the I-2 and I-3 Districts. These size limitations can be exceeded if repurposing an existing building. There are no size limits in these districts if the use is located in an existing building or with special exception approval. **UPDATE:** The date referenced in the standards for an existing building would be updated to the new effective date of the Zoning Ordinance.
- ❖ **Goods Distribution Hub.** This new use is created to accommodate last-mile distribution and allows for small, local distribution centers to be located in the C-3 through C-8, PDC, and PTC Districts. The standards allow establishments up to 6,000 or 10,000 square feet in size, depending on the zoning district, and up to 80,000 square feet of gross floor area in existing buildings, when at least ten percent of the area is either retail sales or another use that provides direct interaction with the public. In addition to the size limitations, to ensure the site does not resemble a freight distribution hub or motor vehicle terminal, only five vehicles that exceed 21 feet in length could be stored in a surface parking lot. Any vehicles exceeding 28 feet in length are not permitted to be stored on-site. Special exception approval may be granted to allow repurposing of buildings that exceed 80,000 square feet, or to exceed the vehicle limitations. **UPDATE:** The date referenced in the standards for an existing building would be updated to the new effective date of the Zoning Ordinance.
- ❖ **Self-Storage.** This use is changed from a special exception use to by-right in the I-3 District with additional standards, including requirements for screening, appearance, and parking of trucks. See also the discussions of new standards for vehicle storage (storage yard) and truck rental in association with a self-storage facility.
- ❖ **Storage Yard.** A storage yard is allowed with special exception approval when in association with self-storage in the I-3 and I-4 Districts. This storage yard is limited to vehicle storage, and the Board may impose conditions on the type of vehicles, as well as the size, location, and screening of outdoor storage.
- ❖ **Vehicle Storage or Impoundment Yard.** A new standard prohibiting more than five inoperative vehicles from being stored outside has been added to carry forward the previous limitation in the definitions of automobile graveyard and junkyard.

Accessory Uses

- ❖ **Accessory Living Units and Home-Based Businesses.** See the [Summary of Adopted Accessory Living Unit Provisions](#) and the [Summary of Adopted Home-Based Business Provisions](#). **UPDATE:** The date

referenced in subsection 4102.7.B(4) for an accessory living unit in an existing basement or cellar would be updated to the new effective date of the Zoning Ordinance.

- ❖ **Basketball Standards.** The Zoning Ordinance previously allowed basketball standards to be located in a front yard if they are at least 15 feet from the front lot line and 12 feet from a side lot line. Rather than specifying a uniform distance from the side lot line, the side setback has been revised to require either 12 feet, or a distance equal to the minimum side setback for the zoning district, whichever is less. This allows a distance from the side lot line that is consistent with the principal structure. The language has also been revised to require the 15-foot setback from “any front yard lot line” to address corner lots which have two front yards, but officially still only have one front lot line. This same revision has been applied to the 15-foot front setback for gardens.
- ❖ **Electric Vehicle Charging.** This is a new use intended to encourage electric vehicle usage in the County. Standards have been added limiting the height of dispensers and associated equipment, permitting associated solar canopies, and requiring landscaping and screening requirements. Electric vehicle charging spaces are counted towards the minimum required number of parking spaces. A standard limiting digital display area to one-square foot is included, and any additional display area would be regulated as a sign.
- ❖ **Fences and Walls.** Par. 3H of Sect. 10-104 of the previous Ordinance allowed the Board or BZA to approve an increase in fence or wall height in conjunction with the approval of proffered conditions or another special exception or special permit application. This standard has been revised to limit this increase to non-residential uses and to require that the increased fence height is needed to support the use.
- ❖ **Flags and Flagpoles.** A new subsection was added to carry forward the current limit of three flags per lot, and to establish new height limits for flagpoles of 25 feet for lots with single-family dwellings and manufactured homes and 60 feet for lots with other uses. A special permit for an increase in flagpole height was added. Flagpoles are subject to a five-foot front setback and must comply with the location regulations for freestanding accessory structures in the side or rear yard. Changes to the flag definition include the addition of “regardless of content” and the deletion of “or attached at the top of a pole and draped.”
- ❖ **Freestanding Accessory Structures.** Regulations have been revised regarding permitted height, setback, and size requirements to allow additional flexibility in the location of freestanding accessory structures. Under the previous provisions, an accessory storage structure (shed) was allowed to be up to eight and one-half feet in height and located in any side or rear yard, while all other freestanding accessory structures (such as play equipment, gazebos, and garages) were limited to seven feet in height if located in any side or rear yard. The revised provisions eliminate this inconsistency between sheds and other accessory structures and permit all freestanding accessory structures up to eight and one-half feet in height to be located in any side or rear yard. A new standard allows all accessory structures between eight and one-half feet and 12 feet in height to be located five feet from any side and rear lot lines. Any accessory structures that exceed 12 feet in height would need to comply with the required side yard setback, and a distance equal to the height of the structure from the rear lot line.

Provisions have been added to clarify the side setback for freestanding accessory structures in P districts without proffered yards. In the PDH, PDC, PRM, and PTC Districts, the side setback is the setback of the most similar conventional district under the cluster provisions, or the minimum distance from the dwelling to the side lot line, whichever is less. In the PRC District, the minimum side setback is considered to be eight feet, which is the minimum setback for a cluster subdivision.

A standard has been added limiting the maximum height of any enclosed structure accessory to a single-family dwelling to 20 feet on lots that are 36,000 square feet or less. The previous size limit of 200 square feet for a storage structure in the R-2 through R-20 Districts was not carried forward because, in practice, the limit was circumvented by referring to a structure as a “workshop” or other use instead of a shed. Instead, a new cumulative standard was added for lots 36,000 square feet or less with single-family dwellings, restricting the total of all enclosed freestanding accessory structures to no more than 50 percent of the gross floor area of the principal structure. Both the maximum height and percentage limitations may be exceeded with special permit approval from the BZA.

- ❖ **Gateposts.** Instead of allowing an unlimited height, the maximum height of a gatepost is now limited to ten feet.
- ❖ **Home Day Care Facility.** This use was renamed from home child care facility, and the definitions and standards now clarify that, in accordance with State law, up to three aged, infirmed, or handicapped adults may also be cared for under the provisions of this use.
- ❖ **Keeping of Animals.** This use was modified based on updates to the Virginia State Code regarding boarding establishments. The regulations permit fewer than five pets that are not owned by the resident to be sheltered, fed, and watered in exchange for a fee to be excluded from the definition of a “boarding establishment.” The new language would allow short-term boarding, through services like Rover, DogVacay, and Fetch, to occur without the need of a special exception for a kennel. However, the total number of dogs on-site is not permitted to exceed the maximum limitations based on minimum lot size, unless a special permit is approved by the BZA. In addition, the term “commonly accepted pets” has been deleted to allow the Department of Animal Sheltering to make the determination on which animals are considered companion animals and which animals are consider exotic under Chapter 41.1 of the County Code. A standard has been added to clarify that the BZA may not approve a special permit to allow a rooster, as roosters are only allowed in conjunction with an agricultural operation.
- ❖ **Residence for Manager or Employee.** Instead of being a permitted accessory use, this use will now require approval of an administrative permit.
- ❖ **Shipping Containers.** Based on previous interpretation, standards have been added stating that shipping or sea cargo containers are not permitted as an accessory structure or use in conjunction with a residential dwelling except as temporary storage during construction with an active building permit. With nonresidential uses, they are subject to the location standards, floor area ratio, and other requirements of the zoning district.
- ❖ **Solar Collection System.** This use codifies previous interpretations on accessory solar panels, which includes both rooftop and ground-mounted systems. To differentiate from the utility-scale solar power facility, the distinction has been added to this definition that accessory solar collection

systems must primarily meet on-site demands. A new standard allows roof-mounted solar collection systems to exceed the maximum building height of the zoning district by up to five feet.

Freestanding solar collection systems must meet the accessory structure setback and height requirements.

- ❖ **Solid Waste and Recycling Containers.** Previously, solid waste and recycling containers (including containers on residential lots) were not permitted to be located in a driveway. Since these types of containers are often kept in driveway areas, this prohibition has been removed. Standards continue to prohibit containers from being located in any required parking space and, if located in a minimum front setback, require a 15-foot setback from any front lot line and screening.
- ❖ **Vehicle Storage.** A new standard has been added to designate any vehicles covered by a tarp as outdoor storage, and thus they are subject to the size and other regulations applicable to outdoor storage in the zoning district. A new standard has also been added to specify that a maximum of two vehicles may be stored under a fitted cover in residential areas.

Temporary Uses

- ❖ **Food Truck.** Previously, food trucks were permitted to operate on certain commercial and industrial properties subject to specific hours of operation and location restrictions. They are now also permitted in conjunction with approved nonresidential uses, such as swim clubs, private schools, and religious assembly uses, in residential zoning districts and the residential areas of planned districts. These food trucks are subject to the same applicable standards as in the commercial and industrial districts, including the maximum of four hours per day, and an additional limit of 12 times per location, per year. This limitation may be exceeded if approved by the Board or BZA in conjunction with a special exception or special permit, respectively. Food trucks are also permitted as part of a special event.
- ❖ **General Standards for Temporary Uses.** The submission deadline has been revised from 21 days to 30 days prior to the event given the need to coordinate with multiple agencies.
- ❖ **Special Event.** Instead of listing specific types of events (such as circuses, fairs, and carnivals), the special event use now applies to all types of short-term events that do not fall within the definition of any other temporary use. The requirement that the 21-day time limit for the event be applied consecutively has been deleted. This will allow a one-day event to occur over an extended time period, such as a weekly entertainment function at a community pool or religious assembly. Also, the requirement that the principal administrative offices of the sponsor be located in the County has been deleted, as well as the requirement that the Zoning Administrator determine that the owner of a circus, fair, or carnival be of good repute. The business promotional activity use is consolidated into the special event use. As a part of this consolidation, the requirement that special events be sponsored by a non-profit organization only applies to open-air markets and seasonal sales for nonresidential uses in residential districts. The event timeframe limitation of 14 days within a three-month period has been removed, and all special events are now subject to the 21-day timeframe. The standards for the 21-day NonRUP for seasonal sales in commercial districts (from Par. 15 of Sect. 17-104 of the previous Ordinance) have been included under the special event use and cross-referenced to the site plan section in Article 8.

Other Changes

- ❖ **Office or Industrial Complex.** Throughout Article 4, the previous requirement for certain uses, like religious assembly, child care center, and private school, to be permitted by right in industrial districts if located in an “office or industrial building complex containing a minimum gross floor area of 30,000 square feet” has been replaced with a requirement that they be located in an “office or industrial complex that is planned, designed, constructed, and managed on an integrated and coordinated basis.”

Article 5 – Development Standards

- ❖ **Affordable Dwelling Unit Example Calculations.** The previous outdated example of how affordable dwelling units are calculated has been replaced with four new examples based on development types, including single-family attached or stacked townhouse dwellings, multifamily dwellings, mixed dwellings (some combination of single-family or stacked and multifamily), and mixed-use.
- ❖ **Carport Extension.** The previous allowance for a carport to extend up to five feet into any minimum side setback if it is no closer than five feet from the lot line has been deleted. The change requiring carports to comply with the same setbacks as the dwelling only applies to future construction.
NOTE: The reference to existing carports as of July 1, 2021, in the definition of a Carport in Article 9 is not proposed to be updated to the new effective date of the Zoning Ordinance. No new carports that extended into the side setback would have been approved since that date.
- ❖ **Cluster Subdivision Open Space.** Previously, the Ordinance specified that at least 75 percent of the required open space in cluster subdivisions be provided as a contiguous area with no dimension being less than 50 feet. The minimum 50-foot dimension has been replaced with a requirement that the area be usable open space. Usable open space (see discussion below under Article 9) is defined in the Ordinance to include areas designed for recreation such as athletic fields and courts, playgrounds, and natural areas with walking and bicycle trails.
- ❖ **Corner Lots.** Under previous regulations, corner lots had to provide the minimum front setback adjacent to both streets, but in the R-E through R-8 Districts, the rear setback on a corner lot could take the dimension of the side setback. For instance, in the R-2 District, a corner lot was required to provide a 35-foot front setback from the lot lines which abut each street, and a 15-foot setback from the lot lines which abut both adjoining lots, in lieu of providing a 25-foot setback from the rear lot line. The new standards require a 25-foot rear setback rather than the smaller side setback dimension. The rear lot line is opposite the shorter street line. This 25-foot rear setback applies only to new construction and does not apply to existing structures or additions to existing structures.
NOTE: The references to dwellings existing as of July 1, 2021, in subsection 5100.2.D(4)(b) are not proposed to be updated to the new effective date of the Zoning Ordinance. No dwellings failing to comply with a 25-foot rear setback would have been approved since that date.
- ❖ **Decks and Patios.** Standards allowing decks to extend into setbacks are reorganized into a user-friendly table and revised to allow certain deck modifications. The standards allow: a) a deck of any height to have a privacy screen that is not solid below the deck; b) an attached deck of any height to have a privacy screen above the deck on no more than two sides extending from the dwelling, with a maximum height of 8.5 feet from the deck floor; and c) an attached deck of any height to have

elements such as pergolas, trellises, and overhanging planters that are 8.5 feet high and no more than three feet in width. Privacy screens and other features above the deck are only permitted with attached decks. Any screening or design features on detached decks or patios are subject to the applicable fence or freestanding accessory structure regulations.

- ❖ **Floodplain Setback.** A clarification is added to clearly state that the required 15-foot setback from a floodplain applies even if there is a property line between the floodplain and a structure, which is reflective of previous practice. Additionally, it has been clarified that the requirement for an 18-inch vertical separation (freeboard) between the lowest part of a structure and the water-surface elevation of the 100-year floodplain applies not only to development within a floodplain, but also on any lot where a floodplain is located or on a lot abutting a floodplain. This clarification is also consistent with the Public Facilities Manual (PFM) and long-standing practice.
- ❖ **Floodplain Accessory Uses and Structures.** The previous Ordinance only permitted accessory uses and structures in conjunction with single-family detached and attached dwellings. This ability to have accessory uses and structures has been expanded to include stacked townhouse dwellings and manufactured homes.
- ❖ **Landscaping.** The requirement for a landscaping strip between a parking lot and abutting property lines to be four feet in width and have trees planted every 50 feet is replaced with a requirement for the landscaping strip to be planted in accordance with the PFM. The PFM notes that planting areas should be eight feet wide and trees should be no closer than four feet from a restrictive barrier. Also, the transitional screening and barrier matrix is updated so that the uses correspond to the principal uses in the new Article 4. New uses have been integrated based on current practice or the most similar use.
- ❖ **Lighting.** An exemption to the requirement for a maximum Correlated Color Temperature has been added for signs, as color temperature is not applicable to colored lights.
- ❖ **Limitations on Subdivisions.** A long-standing interpretation that allows for Zoning Ordinance requirements to be satisfied over a single site plan, regardless of internal subdivision lines, is now codified.
- ❖ **P District Setbacks.** Previously, when there are no proffered setbacks, the setbacks applied for alterations to single-family dwellings in the PDH, PDC, PRM, and PTC Districts are those for the cluster provisions of the most similar conventional district. The setback can now be either the cluster setbacks for the most similar conventional district or the existing distance to the lot line established by the dwelling on the lot, whichever is less. Setbacks for dwellings that are destroyed or damaged by natural disaster may also take on the existing distances to the lot lines established by the previous dwelling on the lot.
- ❖ **Pipestem Lots. UPDATE:** The date referenced in subsection 5100.2.L(3) for variance approval of a pipestem lot would be updated to the new effective date of the Zoning Ordinance.
- ❖ **Setbacks from Interstates and Railroad Tracks.** The Ordinance requires principal buildings to be set back a certain distance (depending on building type) from the rights-of-way of interstate highways, the Dulles Toll Road, and railroad tracks. Because in the previous Ordinance the heading for this provision refers to “abutting” lots, it was only applied to lots that are touching the right-of-way. The term abutting is not carried forward in the heading, and this revision results in a requirement that the specified setback, such as a minimum of 200 feet from railroad tracks, is applied to all lots that

are within the 200-foot setback, not just those directly abutting the right-of-way. The Ordinance allows modifications to be approved by the Board. The previous provision that this setback does not apply to lots recorded prior to 1978 where the setback would negate the use of the lot is clarified. For these pre-existing lots, the Zoning Administrator can modify the setback when meeting the requirement would prevent development of the lot in accordance with the Ordinance. In addition, the interpretation that allows an exemption for a minor lot line adjustment is added.

- ❖ **Special Permit for Accessory Structures on Through Lots.** A new special permit option is added to allow through lots (which are lots that have frontage on two or more streets but are not a corner lot) to locate accessory structures in a front yard serving as the functional rear yard. Standards are added requiring the structure to meet the front setback requirements, to be in character with the existing development on the lot, and to be harmonious with the surrounding development.
- ❖ **Waiver of Minimum Lot Size.** Several standards for this special exception have been revised. Previously, a standard required the preservation of all existing vegetation. This standard has been revised to require preservation of quality vegetation, while also allowing the replacement of vegetation with species that are suited to post-development conditions. Also, a previous requirement that the proposal reduces impervious surface has been changed to require less impervious surface as compared to what could be built without approval of the waiver.

Article 6 – Parking and Loading

- ❖ **Parking Rates.** The parking rates have been organized into a table and updated to correspond to the principal uses in the new Article 4. New uses have been assigned rates based on the Land Development Services' "Land Use – Parking Rate Table," previous zoning applications, or the rate for the most similar use. The stacked townhouse use has been assigned a rate of 2.3 spaces/unit, which is in between the rate of 1.6 spaces/unit for multifamily units and 2.7 spaces/unit for single-family attached dwellings. Stacked townhouses are also added to the parking rates for transit station areas based on the number of bedrooms, consistent with the current practice.

Article 7 – Signs

- ❖ **Construction Project Signage.** Active construction projects for residential development are allowed to have 60 square feet of signage. Residential development has been defined as having a minimum of three dwelling units under development as a single project.

Article 8 – Administration, Procedures, and Enforcement

- ❖ **BZA Term Expiration.** Previously, the Clerk to the BZA was required to notify the Circuit Court at least 30 days prior to the expiration of a BZA member's term. The timeframe was extended to 60 days and a requirement to also notify the Board within this timeframe has been added.
- ❖ **Development Plan Submission.** The Zoning Ordinance previously allowed for submission of a proposed development plan within 60 days after the initial application for a rezoning or subsequent amendment, but this allowance was not carried forward. Similarly, the previous text which allows an application to retain its hearing date when the application is amended prior to 40 days before the public hearing was not carried forward.

- ❖ **Easements.** Generalized development plan, final development plan, PRC plan, special exception, special permit, and variance applications were previously required to include the location of all existing public utility easements having a width of 25 feet or more and major underground utility (i.e., transmission pipeline) easements regardless of width. Language for the revised submission requirement now includes all existing utility easements and the preliminary location(s) of new or relocated utilities.
- ❖ **Electronic Copies.** A new standard allows the submission of only one paper copy of all submission requirements if an application is submitted electronically, unless otherwise determined by the Zoning Administrator or Director of LDS. Staff can request additional paper copies during the review process.
- ❖ **Fee Schedule.** A table with the fees for each application type has been added. Most of the fees have been carried forward from the previous Ordinance. The following fees have been added or reduced:
 - **Accessory Living Units.** A new administrative permit application fee of \$200 and a \$70 renewal fee have been added. The \$70 renewal fee has also been applied to the accessory living unit special permit, which replaced the previous fee of $\frac{1}{8}$ of the current application fee of \$435, which equals \$54.38. No change was made to the \$435 special permit fee.
 - **Deletion of Land Area Only.** Previously, an amendment to a previously approved PCA, DPA, FDPA, CDP, PRC Plan, or concurrent CDP/FDP for a deletion of area fell under “All Other Uses Without New Construction” and required $\frac{1}{2}$ the prevailing application fee. The new fee is $\frac{1}{4}$ the prevailing fee.
 - **Home-Based Business.** A new administrative permit fee of \$100 and a special permit fee of \$435 replace the current fees for a home occupation permit (\$50) and a home professional office or barber shop or beauty salon special permit (\$16,375).
 - **Waiver of Certain Sign Regulations.** The previous special exception of \$16,375 was reduced to \$8,260 to match the Comprehensive Sign Plan fee.
 - **Congregate Living Facility.** The fee for this special exception was reduced from \$16,375 to \$8,180.
 - **Floodplain.** The fee has been reduced from \$16,375 to \$8,180 and is limited to additions to or replacement of a single-family dwelling existing as of the effective date of this Ordinance in order to allow for needed flood safety improvements to occur to existing homes. Applications for more than one dwelling or where there is not an existing dwelling would continue to have the fee of \$16,375. **UPDATE:** The date referenced in the Fee Table for an existing building would be updated to the new effective date of the Zoning Ordinance.
 - **Quasi-Public Park, Playground, Athletic Field.** The fee for this special exception application was reduced from \$16,375 to \$8,180.
 - **ZOA 112.1-2021-3: Special Permit Fees and Other Minor Revisions.** Established four special permit application fees as follows:
 - Accessory Structures on Through Lots: \$910
 - Increase in the Cumulative Square Footage of Freestanding Accessory Structures: \$910
 - Increase in Flagpole Height: \$435
 - Reduction of Required Setbacks for a Single-Family Lot: \$910

- ❖ **Limitation on Rehearing.** The 1978 Zoning Ordinance prohibited the Board from rehearing an application that was substantially the same on the same property within 12 months of the application being withdrawn or denied. This limitation has been deleted for special exceptions and special permits, as the State Code only grants this authority for rezonings and proffered condition amendments.
- ❖ **Minor Modifications.** Based on current practice, the minor modification provisions have been revised to clarify that they also apply to a PRC plan.
- ❖ **Minor Site Plans.** Requirements have been added for minor site plans to show landscaping and for the plan to be certified by a professional, which is generally consistent with current practice. An additional submission requirement requires existing and proposed topography to be shown for projects that involve changes to topography.
- ❖ **Modification of Submission Requirements.** The Zoning Ordinance previously included different provisions for the modification of submission requirements based on application type. These have been replaced with a single standard that allows (except for the application form, legal description, affidavit, and application fee, if applicable) any other submission requirement to be modified or waived by the Zoning Administrator or the Director of LDS for site plan submissions when it has been determined that the requirement is not necessary for review of the application.
- ❖ **PTC District – Distance from Metro.** Previously, an application for rezoning to the PTC District was required to identify any development located within certain distances (one-eighth, one-quarter, and one-half mile) from the Metro station entrance. A one-third mile distance has been added, consistent with Comprehensive Plan provisions that recommend specific density ranges within this area.
- ❖ **Reasonable Accommodation.** In various provisions, the Zoning Ordinance previously referred to modifications that could be made to allow an accessibility improvement. These references have been revised to add “or other reasonable accommodation.” This is intended to allow modifications to zoning requirements as necessary to be consistent with the requirements of the Fair Housing Act and other Federal nondiscrimination laws.
- ❖ **Repair of Nonconforming Structures.** The Zoning Ordinance did not allow for the repair of a nonconforming structure whose physical condition is unsafe or unlawful. This has been revised based on the definition of an unsafe structure in the Virginia Maintenance Code to prohibit the repair of a structure that is “so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation that partial or complete collapse is likely” or has occurred. This standard meets the intent of limiting the restoration of nonconforming structures while allowing more minor repairs such as window replacement that could be prohibited under the previous Ordinance.
- ❖ **Solar Power Facility Decommissioning.** In response to a State Code amendment, language has been added to the Ordinance requiring any solar power facility subject to “2232 review” as a public utility to submit a bonded agreement for decommissioning of the facilities, equipment, or devices.
- ❖ **NEW: ALU Special Permit Submission Requirements.** Subsections 8101.3.E(1)(d) and (e), which require submission of documentation for the age or disability of a resident with an application for a special permit for an accessory living unit should be deleted for consistency with the standards.

- ❖ **Timeframe for Decision.** The requirement for a rezoning to be heard and decided within 12 months and a special permit or variance within 90 days has been changed from “shall” in the previous Ordinance to “should,” consistent with the State Code which is directory with regard to these timeframes, not mandatory.
- ❖ **Variance Plat Submission Requirements.** While many submission requirements for special exception and special permit applications are identical, certain requirements in the previous Ordinance are slightly different or not required for variance applications. The variance requirements have been aligned with those of special exceptions and special permits by adding the following submission requirements which are typically needed for an appropriate review of an application:
 - A statement confirming the ownership of the property;
 - Photographs to be labeled and a preference for digital photography;
 - Identification of construction dates, if known, and indication of whether a structure will be retained or demolished;
 - Existing right-of-way centerline delineation and dimensions to the edge of pavement; and
 - A statement from the Health Department that available water and sewer facilities are adequate, if applicable.
- ❖ **Withdrawing Applications.** The provisions relating to withdrawal and dismissal of applications have been revised and clarified. A new provision specifies that 90 percent of the filing fee will be refunded for applications that are administratively withdrawn because an applicant refuses or neglects to make needed corrections after submission but prior to acceptance of the application.

Article 9 – Definitions and Ordinance Interpretations

New definitions are included for consolidated or new uses, and previous definitions have been revised to relocate certain details to the use standards. Notable revisions to certain definitions are discussed with their related uses and topics above. Additional changes to definitions include:

- ❖ **Alternative Lending Institution.** This definition has been updated to include establishments that offer short-term loans online if associated appraisals or other services are provided in person.
- ❖ **Development Plan.** The definition for “development plan” has been revised to apply generally to the various types of plans required to be submitted with a rezoning application. The specific types, including generalized, conceptual, final, and PRC development plans are also defined.
- ❖ **Gardening and Composting.** The reference to flowers and ornamental plantings has been removed to clarify that flowers and ornamental plants grown on a lot would be considered landscaping rather than a garden and would not be subject to the size and location regulations for gardens in a front yard.
- ❖ **Grade.** The definition of grade has been modified to address retaining walls, consistent with Technical Bulletin 19-01 and current interpretations for accessory structures. For the purpose of measuring height, the grade must extend ten feet from a principal structure in order to use the higher elevation, and five feet from an accessory structure. This is a reduction from the previous interpretation of six feet for accessory structures. For the purpose of measuring the height of a fence or wall, a retaining wall establishes the finished grade.

- ❖ **Open Space Definitions.**
 - In the definition of landscaped open space, the subjective language requiring it to be aesthetically pleasing has been deleted.
 - The definition of usable open space has been revised to include the natural areas that are associated with walking, hiking, bicycle, or bridle trails.
- ❖ **Noncompliant.** Noncompliant has been defined to replace “not nonconforming” as used in Article 15 in the previous Ordinance.
- ❖ **Patio.** A new definition has been added for a patio, which was previously defined as a deck.
- ❖ **Privacy Yard.** The requirement for a privacy yard to be enclosed on at least two sides with a fence or wall has been deleted.
- ❖ **Recreational Vehicle or Travel Trailer.** The previous definition for travel trailer has been updated and the size limits have been deleted since some of the RVs currently sold do not meet these older dimensions.
- ❖ **Street, Major Thoroughfare.** Appendix 8 of the previous Ordinance (Listing of Roadways by Functional Classification) and its reference in this definition have been replaced with a reference to the Roadway System Functional Classification in the Comprehensive Plan’s Policy Plan, as this is the source for Appendix 8.
- ❖ **Tiny House.** A definition has been added for a tiny house to assist with questions about this type of structure.
- ❖ **Wireless Facility.** The subsets of the definition have been updated in accordance with current state and federal regulations.

Minor and Editorial Revisions – Throughout the Ordinance

- **ZOA 112.1-2022-5: Minor and Editorial Revisions.** Corrected typographical or editorial errors or provided for clarification of certain provisions. In addition:
 - Deleted the requirement in the R-A District for a single-family detached dwelling to be allowed only in conjunction with an agricultural operation, and allows open space to be included in the minimum 75 percent of the lot to remain as agriculture;
 - Allowed a fence or wall that is part of an electric substation to be exempt from the maximum height standards for a fence or wall, and removes a swimming pool as a type of accessory structure allowed to have a higher fence;
 - Clarified provisions under the accessory keeping of animals, including that the types of animals allowed under Ch. 41.1 of the County Code may not be modified by special permit;
 - Clarified affordable dwelling unit calculations for stacked townhouses; and
 - Revised several special permit plat requirements.
- **ZOA 112.1-2023-7: Minor and Editorial Revisions.** Corrected typographical or editorial errors or provides for clarification of certain provisions. In addition:
 - Increased the maximum allowed footcandles (fc) for recreational tennis courts from 40 to 50 fc;
 - Reduced the special event special permit application fee from \$16,375 to \$4,090;
 - Included the housing of livestock in the definition of an agricultural operation;
 - Revised the definition of a lot to be a contiguous parcel(s) of land; and
 - Revised the definition of a kennel to include recreation and exercise areas provided for a fee.

Appendix 1 – UPDATED: Provisions Relating to Previous Approvals

Appendix 1 of the Ordinance includes the provisions that relate to previous approvals, previously referred to as “grandfathering.” Appendix 1 was a part of the Board adoption but is not part of the codified Zoning Ordinance. Rather, it is a reference that is conveniently located on the website and specifies how previous approvals are to be treated under the new Ordinance. Going forward, this appendix will include a list of subsequent Zoning Ordinance amendments which provide specific allowances for prior approvals. Most of the provisions associated with amendments to the 1978 Ordinance did not need to be carried forward, but some, such as those relating to parking for the Restaurants amendment adopted in 2018, were incorporated directly into the text of the appropriate articles of the Zoning Ordinance.

The March 23, 2021, version of Appendix 1 referred to the effective date of the Ordinance of July 1, 2021. With readoption, one or more references in subsection 1 of Appendix 1 could be changed to the new effective date of the Ordinance. This subsection includes the general provisions regarding previous approvals, such as zoning applications, site plans, and lawfully existing uses. Lawfully existing freestanding accessory structures, home-based businesses, and flags and flagpoles are not subject to the new standards of the Ordinance. In addition, in subsection 2, the introductory sentences following 2.A and 2.B should be deleted as they are unnecessary.

Questions?

If you have additional questions, please email Carmen Bishop at carmen.bishop@fairfaxcounty.gov and Casey Judge at casey.judge@fairfaxcounty.gov.

Board Agenda Item
April 11, 2023

ACTION - 1

Approval of an Amended Parking Reduction for 13515 Dulles Technology Drive
(Dranesville District)

ISSUE:

Board of Supervisors' (Board) approval of an amended 37 percent reduction for the existing building at 13515 Dulles Technology Drive, 2023 Tax Map Number 016-3 ((19)) C2, Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board approve an amended parking reduction, pursuant to *Subsection 6100.6.A.* of the Zoning Ordinance, based on an analysis of the parking requirements for each use as demonstrated in the parking study #5574-PKS-016, subject to the conditions in Attachment I.

TIMING:

Board action is requested on April 11, 2023.

BACKGROUND:

The existing building, 13515 Dulles Technology Drive, is located within the Dulles Technology Center. It was originally constructed along with two other comparably sized buildings, 13505 and 13525 Dulles Technology Drive, under a single site plan (#5574-SP-001) that was approved by the county in 1984. In the intervening years, the property was subdivided into three separate and distinct parcels, and the number of parking spaces was reduced with pedestrian and accessibility improvements. Today, a total of 336 spaces are available to accommodate the three buildings allocated as shown in the table below. Because they are separate parcels, each building must meet its own parking requirement.

Existing Parking Spaces for the Three Buildings

Tax Parcel Number	Building Address	Existing Parking Spaces
16-3-19-C2	13515 Dulles Technology Drive	109
16-3-19-C3	13525 Dulles Technology Drive	115
16-3-1-33A	13505 Dulles Technology Drive	112
		Total = 336

Board Agenda Item
 April 11, 2023

Parcel C2 is the subject of this parking reduction amendment. Parcel C2 has 109 parking spaces which are accessed through a recorded ingress-egress easement on Parcels C1 and C3. The previous approval in 2017 anticipated two phases of building occupancy with a shared parking scheme for each. That approval did not anticipate a tenant change for a religious assembly that worships on Friday.

The North American Islamic Foundation (NAIF) owns a portion of 13515 Dulles Technology Drive and occupies the space under a temporary use permit. They are seeking an amendment to the approved parking reduction to allow the existing parking lot to serve their use. The currently approved reduction specifies the religious organizations served by the reduction, which does not include NAIF. Further, it creates two phases, with two site occupancy scenarios, for a parking reduction for the site which does not include NAIF and are no longer applicable. NAIF’s ownership of their portion of the site terminates the second phase of previously anticipated occupancy. The conditions proposed with this amended reduction generalize the uses allowed and the terms of the reduction.

Sharing of parking can occur with the differing worship days of Friday and Sunday. A comparison of the Ordinance required parking and the proposed parking is summarized in Table 1.

Table 1. Comparison of Ordinance Required and Proposed Parking for 13515 Dulles Technology Drive

Units	Rate Required by Ordinance	Ordinance Required Parking	Minimum Number of Available Spaces
Religious Assembly Friday worship - 260 seats	1 space per 4 seats	65 spaces	109 spaces
Religious Assembly Sunday worship – 400 seats	1 space per 4 seats	100 spaces	
Office – 2,000 GSF	3.6 spaces per 1,000 GSF	8 spaces	
Totals		173 spaces	109 spaces
Proposed Reduction			37%

This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

Board Agenda Item
April 11, 2023

EQUITY IMPACT:

The proposed reduction supports a quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment to live and work in that acknowledges the need to breathe clean air and to drink clean water now and for future generations. Further, it is consistent with a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The proposed reduction addresses these values by being a component of an effort to enhance environmental benefits by de-emphasizing ample, free parking. At this site, an ability to share parking will accommodate two religious assembly uses and a small office without constructing additional impervious parking surface. This preserves the current management of stormwater runoff.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking Reduction Conditions, dated January 23, 2023
Attachment II - Memorandum from Wells + Associates, dated August 18, 2021
referencing Supplement to Approved Parking Reduction
Attachment III – Memorandum from Wells + Associates, dated November 22, 2016,
referencing 5574-PKS-012-1/13515 Dulles Technology Drive
Attachment IV – Equity Impact Assessment (Pilot)

STAFF:

Rachel Flynn, Deputy County Executive
William D. Hicks, P.E., Director, Land Development Services
Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS
Jeff Vish, P.E., Central Branch Chief, SDID, LDS
Michael Davis, Parking Program Manager, SDID, LDS

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

January 23, 2023

1. These conditions apply to the current owners, their successors and assigns (hereinafter "Owners") of the parcel identified on 2023 Tax Map ID 16-3 ((19)) (C2) 1-3.
2. A minimum of 109 parking spaces must be available on the site to conform to these conditions.
3. The following uses are permitted with this parking reduction:
 - a) Religious Assembly up to 260 seats for peak non-Sunday worship times.
 - b) Religious Assembly up to 400 seats for peak non-weekday worship times.
 - c) Office at 2,000 square feet of gross floor area.
4. Parking for any uses not listed or not conforming to the identified time periods in Condition 3 must be provided at no less than the minimum rates required by the Zoning Ordinance (Ordinance).
5. Other than spaces needed to meet accessibility requirements, the Owners will not reserve any parking space within, or restrict the general public's access to, the parking area subject to this reduction.
6. The conditions of approval of this parking reduction must be incorporated into any related site plan revision submitted to the Director of Land Development Services (Director) for approval.
7. The Owners must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
8. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia, and the Ordinance in effect at the time of the study's submission.
9. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.

PARKING REDUCTION CONDITIONS
January 23, 2023

10. These conditions of approval are binding on the Owners and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice six months from its approval date.

WELLS + ASSOCIATES**MEMORANDUM**

TO: Michael Davis
Site Code Research & Development (SCRD)
Fairfax County Department of Public Works & Environmental Services

FROM: Lester E. Adkins III, P.E., PTOE, PTP

RE: Parking Study #5574-PKS-012-1;
13515 Dulles Technology Drive
2017 Tax Map: 16-3 ((19)) (C2) 1-3
Fairfax County, Virginia

SUBJECT: Supplement to Approved Parking Reduction

DATE: August 18, 2021 (Submitted September 20, 2022)

11220 Assett Loop
Suite 202,
Manassas, VA 20109
703-365-9262
WellsandAssociates.com

**Introduction**

This memorandum presents the results of supplemental analysis associated with an approved parking reduction for 13515 Dulles Technology Drive in Fairfax County, Virginia. The subject site is located within the Dulles Technology Park, west of Centreville Road, south of Sunrise Valley Drive, and east of Dulles Technology Drive as shown on Figure 1. The parking reduction was approved by the Fairfax County Board of Supervisors on April 4, 2017 for two (2) phases of development: Phase 1, a 7.3% reduction (or 9 fewer spaces) and Phase 2, a 32.5% reduction (or 55 fewer spaces) of the required parking for the existing building at 13515 Dulles Technology Drive. The analysis presented herein presents an alternate scenario, which would replace 12,801 SF of office uses with a mosque.

Approved Parking Reduction

As previously mentioned, the Fairfax County Board of Supervisors approved a parking reduction request for 13515 Dulles Technology Drive as shown in Attachment I. The parking reduction request approval was subject to the following conditions:

1. During Phase 1, a minimum of 109 parking spaces shall be maintained on-site to serve the following mix of land uses:
 - Place of Worship: Up to 29,491 gross square feet GSF with up to 660 sanctuary seats.
 - Office: Up to 2,000 GSF.

During Phase 2, a minimum of 109 parking spaces shall be maintained on-site to serve the following mix of land uses:

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Figure 1
Site Location Map



13515 Dulles Technology Drive
Fairfax County, Virginia



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MEMORANDUM

- Place of Worship: Up to 16,690 GSF with up to 460 sanctuary seats.
 - Office: Up to 14,801 GSF.
2. Any additional uses not listed in Condition #1 shall provide parking at rates required by the Fairfax County Zoning Ordinance.
 3. During Phase 1, Sunday services shall be staggered with the Church of the Epiphany restricted to an 8 a.m. and 10 a.m. service, the Grace Christian Church is restricted to a 9:30 a.m. and 11 a.m. service, and the Holy Trinity Parish Church is restricted to one Sunday service at 9:30 a.m. During Phase 2, office or other uses that occupy the space currently allocated to the Church of the Epiphany shall not open before 11 a.m. on Sundays.
 4. Grace Christian Church shall be limited to 400 seats during Phases 1 and 2. The Church of the Epiphany shall be limited to 200 seats for the term of its tenure (Phase 1 only). The Holy Trinity Parish Church shall be limited to 60 seats during Phases 1 and 2.
 5. Sunday services, including those during periods of peak attendance (i.e. Easter and Christmas), must be coordinated among the church uses to minimize any parking impacts to the Property and surrounding areas.
 6. The on-site existing loading spaces, up to 5 spaces as needed, shall be made available for use on Sundays from 10 a.m.-11 a.m.
 7. The conditions of approval of this parking reduction shall be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services or his designee (Director) for approval.
 8. The current owners, their successors or assigns of the parcel identified as Tax Map 016-3-19-C2 shall submit a parking space utilization study for review and approval by the Director at any time in the future that the Zoning Administrator or the Director so requests. Following review of that study, or if a study is not submitted within 90 days after being requested, the Director may require alternative measures to satisfy the property's on-site parking needs, which may include but not be limited to requiring all uses to comply with the full parking space requirements of the Zoning Ordinance.
 9. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director shall be based on applicable requirements of the Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the parking utilization study submission.



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MEMORANDUM

10. All parking provided shall comply with all other applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Virginia Uniform Statewide Building Code.
11. Approval of this amended parking reduction, including all conditions set forth herein, shall supersede and replace any and all previously approved parking reductions for the Property, including but not limited to, the parking reductions that were approved by the Fairfax County Board of Supervisors on March 10, 2008, and April 3, 2006.
12. The conditions of approval shall be binding on the successors of the current owners and/or other applicants and shall be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. Unless an extension has been approved by the Director, the approval of this parking reduction request shall expire without notice if the conditions have not been recorded within six months from the date of Board approval.

The Phase 2 (Ultimate Conditions) scenario described in the parking reduction request would replace the Church of the Epiphany Anglican, which formerly occupied Suite 1 of 13515 Dulles Technology Drive, with a future 12,801 square-foot office use. This supplement reflects the establishment of a mosque in lieu of the assumed future office use.

Proposed Use

The North American Islamic Foundation (NAIF) currently occupies, by way of a temporary Non-Residential Use Permit (Non-RUP), 13515 Dulles Technology Drive, Suite 1, previously tenanted by the Church of the Epiphany Anglican. NAIF is a non-profit organization serving the needs of the Islamic community in the Northern Virginia region. Services at NAIF centers include five-time daily prayers, Eid and Taraweeh prayers, children's Islamic summer camp, Quranic tutoring, counseling, funeral services, and other Islamic services. NAIF also offers these services at two other Northern Virginia locations: Sterling and Manassas.

Based on information from NAIF representatives, prayers are offered on-site five (5) times per day, known as salat times. The specific salat times vary daily based on the position of the Sun in the sky but consist of the following prayers and general times: Fajr (dawn), Dhuhr (midday), Asr (afternoon), Maghrib (sunset), and Isha (night). Additionally, the office for the non-profit organization is open Monday through Thursday from 9:00 AM – 5:00 PM for between five (5) to seven (7) employees. The mosque's offices are open for visitors and community members throughout all hours of operation for counseling and consulting with the exception of the Friday midday peak (12:00 PM – 3:00 PM) and Sunday morning (before 11:00 AM).

The peak demand for their facilities occurs midday (12:00 PM – 3:00 PM) Friday for the mandatory Jummah prayers, which must be performed at a mosque. The NAIF facilities are open and available for the other four (4) prayer periods, but the midday Friday Jummah prayers are



WELLS + ASSOCIATES

MEMORANDUM

the only mandatory, and thus highest attended prayer time. Given the peak demand for the mosque use (midday Friday) is substantially different from the peak demand for the church uses (early to midday Sunday) within 13515 Dulles Technology Drive, the proposed use would present an ideal complimentary use.

While operating under the Non-RUP, NAIF has enacted measures to minimize traffic and parking impacts within the property. NAIF offers two (2) Jummah prayer sessions to distribute worshipers across the peak period: 1:00 PM to 1:30 PM and 2:00 PM to 2:30 PM. Each service lasts approximately 15 to 20 minutes with an average attendance of 150 patrons per service. NAIF also provides an outdoor attendant to direct patrons to available parking spaces.

Parking Analysis

Wells + Associates conducted parking occupancy counts on Friday, March 29, 2019 from 6:30 AM to 6:30 PM to establish the current parking demand for 13515 Dulles Technology Drive on a typical Friday (see Attachment II). Based on coordination and discussions with NAIF, this date included no special events and could be considered a typical operation day. The number of vehicles arriving and parking for uses within 13515 Dulles Technology Drive were counted and summarize for each 30-minute period. Based on the data collected, the peak on-site parking demand for 13515 Dulles Technology Drive occurred between 1:00 PM and 1:30 PM when **43** vehicles parked on-site and entered 13515 Dulles Technology Drive, as shown in Table 1.

As dictated with the approved parking reduction request, a minimum of **109** parking spaces shall be maintained on-site to serve the uses of 13515 Dulles Technology Drive. Based on the final construction of the site (As-Build Plan Reduction shown on Figure 2), subdivision of the Dulles Technology Center, and renovations to meet Zoning Ordinance and ADA requirements, the 109 spaces were determined to be the final number of parking spaces available for 13515 Dulles Technology Drive.

Given the typical midday Friday peak demand observed of 43 parked vehicles, **66** remaining parking spaces (109 total spaces minus 43 occupied spaces) would be available for additional patrons of the uses of 13515 Dulles Technology Drive. Based on a conversation with Fairfax County Department of Planning and Zoning - Zoning Administration Division (DPZ-ZAD) staff, the most recent mosque use approved by the Board of Zoning Appeals (BZA) utilized a parking rate estimated at 1 parking space for 4 occupants. This figure aligns with the Fairfax County Zoning Ordinance's parking rate for a place of worship (1 space per 4 seats). Utilizing this parking rate, the 66 vacant parking spaces could serve up to 264 individual worship areas for the midday Friday Jummah prayer period in addition to the 150 individual worship areas currently offered by NAIF and as reflected in the existing parking counts for a total maximum occupancy of 414 individual worship areas. However, in the interest of a conservative approach, the maximum number of individual worship areas should be limited to **260** for the midday Friday Jummah prayer.



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MEMORANDUM

Table 1

Typical Friday Parking Occupancy Count at 13515 Dulles Technology Drive

Time		Counted Vehicles Parked for 13515 Dulles Technology Drive
	6:30 AM	0
	7:00 AM	0
	7:30 AM	0
	8:00 AM	0
	8:30 AM	0
	9:00 AM	0
	9:30 AM	1
	10:00 AM	0
	10:30 AM	0
	11:00 AM	1
	11:30 AM	1
Midday Peak for NAIF	12:00 PM	2
	12:30 PM	0
	1:00 PM	12
	1:30 PM	43
	2:00 PM	17
	2:30 PM	23
	3:00 PM	9
	3:30 PM	2
	4:00 PM	0
	4:30 PM	2
	5:00 PM	2
	5:30 PM	1
	6:00 PM	5
6:30 PM	1	

Counts conducted by Wells + Associates from 6:30 AM to 6:30 PM on Friday, March 29, 2019.



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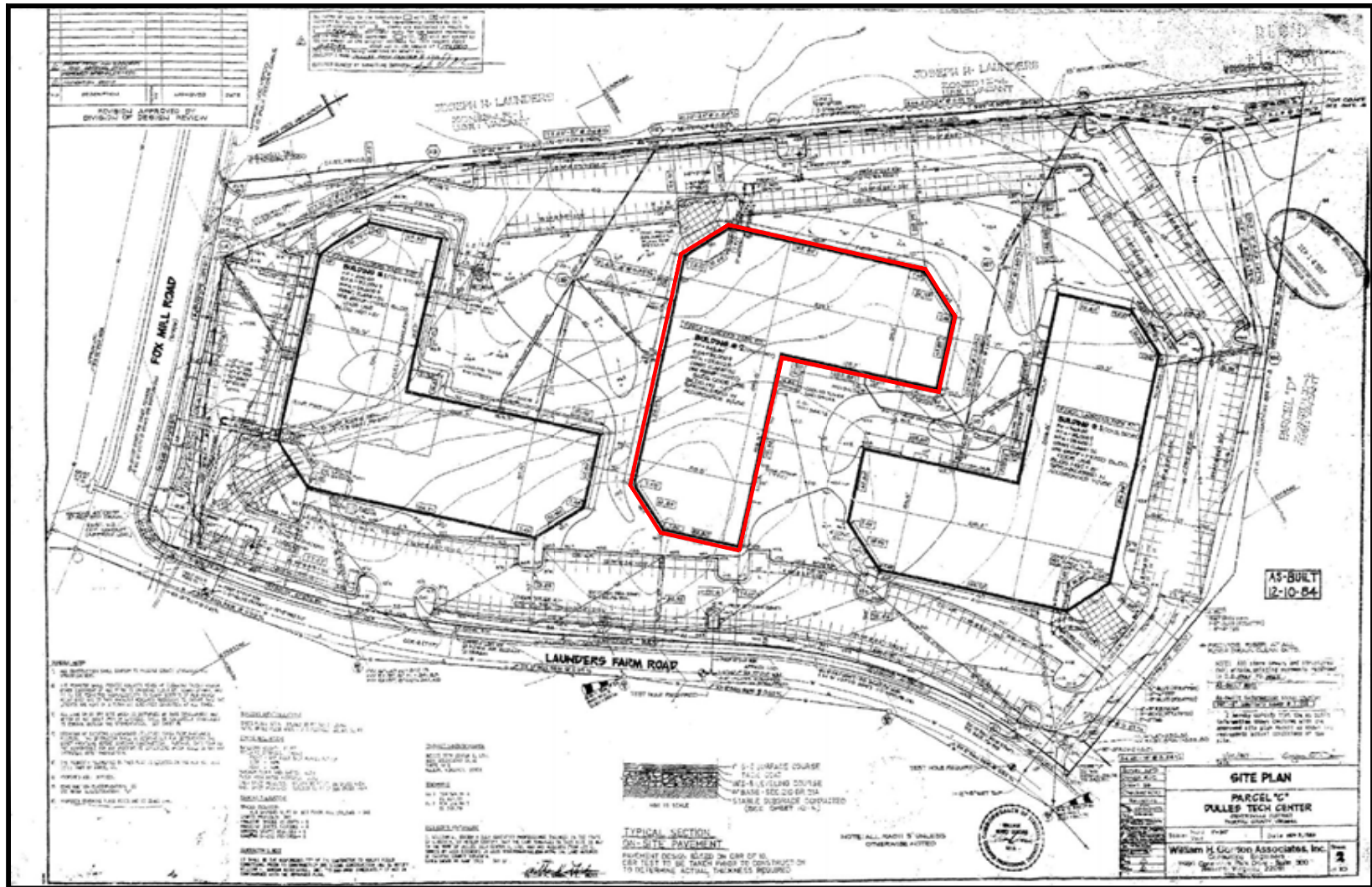


Figure 2
As-Built Site Plan date 12/10/1984



13515 Dulles Technology Drive
Fairfax County, Virginia



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MEMORANDUM

It should be noted that in addition to the 109 parking spaces provided on-site for 13515 Dulles Technology Drive, on-street (public) parking is permitted along both sides of Dulles Technology Drive. As shown on Figure 3, approximately 52 on-street parallel parking spaces are available between Sunrise Valley Drive and the southern entrance to the Dulles Technology Center along Dulles Technology Drive. An additional 66 spaces are available along Dulles Technology Drive between the southern entrance to the Dulles Technology Center and River Birch Road for a total of 118 on-street parallel parking spaces.

Proposed Conditions

Based on the parking analysis herein for the proposed NAIF (mosque use) to occupy Suite 1 of 13515 Dulles Technology Drive, previously occupied by The Church of the Epiphany Anglican, the following proposed conditions/amendments should be included with the addendum to the approved parking reduction request:

1. During Phase 1, a minimum of 109 parking spaces shall be maintained on-site to serve the following mix of land uses:
 - Place of Worship: Up to 29,491 gross square feet GSF with up to 660 sanctuary seats.
 - Office: Up to 2,000 GSF.

During Phase 2, a minimum of 109 parking spaces shall be maintained on-site to serve the following mix of land uses:

- ~~Place of Worship: Up to 16,690 GSF with up to 460 sanctuary seats.~~
 - ~~Office: Up to 14,801 GSF.~~
 - Place of Worship (Grace Christian Church): Up to 16,690 GSF with up to 400 sanctuary seats.
 - Place of Worship (NAIF): Up to 14,801 GSF with up to 260 seats/individual areas of prayer.
 - Office: Up to 2,000 GSF
2. Any additional uses not listed in Condition #1 shall provide parking at rates required by the Fairfax County Zoning Ordinance.
 3. At such time as Grace Christian Church sells or leases its unit to an owner or occupant for a use(s) not contemplated by the terms of this parking reduction agreement, this parking reduction agreement is no longer effective, and a new parking reduction agreement must be negotiated.



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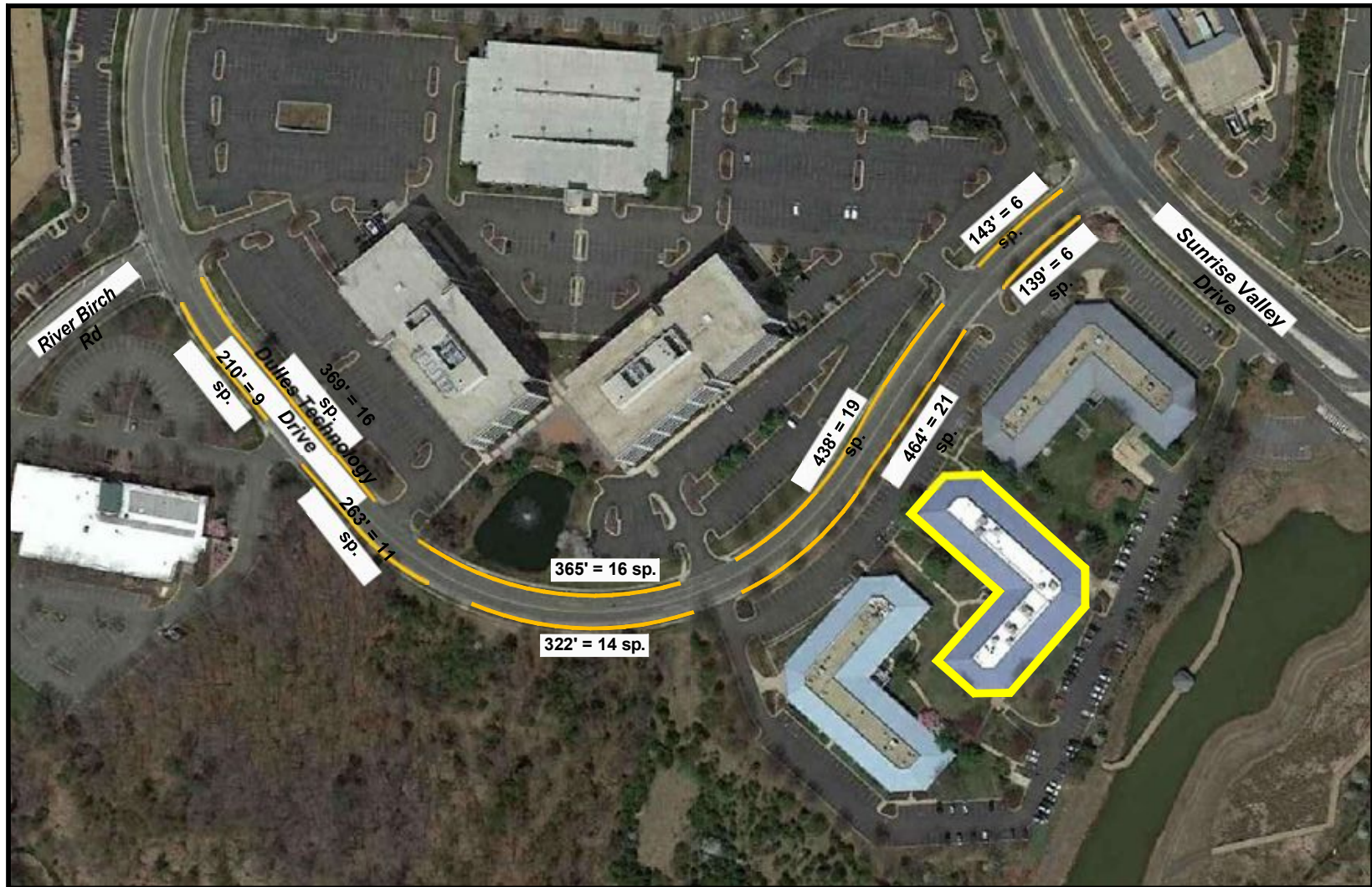


Figure 3
Curbside Parking Availability



13515 Dulles Technology Drive
Fairfax County, Virginia



WELLS + ASSOCIATES

MEMORANDUM

4. During Phase 1, Sunday services shall be staggered with the Church of the Epiphany restricted to an 8 a.m. and 10 a.m. service, and the Grace Christian Church is restricted to a 9:30 a.m. and 11 a.m. service, and the Holy Trinity Parish Church is restricted to one Sunday service at 9:30 a.m. ~~During Phase 2, office or other uses that occupy the space currently allocated to the Church of the Epiphany shall not open before 11 a.m. on Sundays.~~ During Phase 2, NAIF shall not open before 11 a.m. on Sundays.
5. Grace Christian Church shall be limited to 400 seats during Phases 1 and 2. ~~The Church of the Epiphany shall be limited to 200 seats for the term of its tenure (Phase 1 only).~~ NAIF shall be limited to 260 seats/individual areas of prayer for the term of its tenure. The Holy Trinity Parish Church shall be limited to 60 seats during Phases 1 and 2.
6. ~~Sunday services, including those during periods of peak attendance (i.e. Easter and Christmas), must be coordinated among the church uses to minimize any parking impacts to the Property and surrounding areas.~~ All major religious services, including those during periods of peak attendance (i.e. Easter, Christmas, Eid Al-Fitr at the end of Ramadan, etc.), must be coordinated among the 13515 Dulles Technology Drive uses to minimize any parking impacts to the Property and surrounding areas.
7. NAIF shall provide a parking management plan to the owners and occupants of 13505 Dulles Technology Drive and 13525 Dulles Technology Drive. The parking management plan shall include, but not be limited to, the following parking management measures:
 - a. NAIF shall provide two (2) parking attendants for Friday services between 12:00 pm and 2:00 pm to direct NAIF patrons to parking spaces associated with 13515 Dulles Technology Drive. During Ramadan or other anticipated periods of peak attendance, four (4) parking attendants shall be provided.
 - b. NAIF shall provide the owners and occupants of 13505 and 13525 Dulles Technology Drive with contact information for an on-site NAIF representative during Friday services and periods of peak attendance.
 - c. NAIF shall educate its members regarding the location of available parking spaces associated with 13515 Dulles Technology Drive and shall direct its members to utilize such parking spaces.
8. The on-site existing loading spaces, up to 5 spaces as needed, shall be made available for use on Sundays from 10 a.m.-11 a.m.
9. The conditions of approval of this parking reduction shall be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services or his designee (Director) for approval.
10. The current owners, their successors or assigns of the parcel identified as Tax Map 016-3-19-C2 shall submit a parking space utilization study for review and approval by the



WELLS + ASSOCIATES

MEMORANDUM

Director at any time in the future that the Zoning Administrator or the Director so requests. Following review of that study, or if a study is not submitted within 90 days after being requested, the Director may require alternative measures to satisfy the property's on-site parking needs, which may include but not be limited to requiring all uses to comply with the full parking space requirements of the Zoning Ordinance.

11. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director shall be based on applicable requirements of the Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the parking utilization study submission.
12. All parking provided shall comply with all other applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the Virginia Uniform Statewide Building Code.
13. Approval of this amended parking reduction, including all conditions set forth herein, shall supersede and replace any and all previously approved parking reductions for the Property, including but not limited to, the parking reductions that were approved by the Fairfax County Board of Supervisors on March 10, 2008, April 3, 2006, and April 4, 2017.
14. The conditions of approval shall be binding on the successors of the current owners and/or other applicants and shall be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. Unless an extension has been approved by the Director, the approval of this parking reduction request shall expire without notice if the conditions have not been recorded within six months from the date of Board approval.

It should be noted that the proposed amendments to the approved conditions suggested above are subject to change by County staff. Should you have any questions on the addendum presented herein, please contact me at leadkins@wellsandassociates.com or 703-365-9262.

Attachments:

- I *Approved Parking Reduction Request for 13515 Dulles Technology Drive*
- II *Parking Occupancy Counts for Typical Friday at 13515 Dulles Technology Drive*



NOV 23 2016

**WELLS + ASSOCIATES**

MEMORANDUM

To: Don Lacquement, Engineer IV
Site Code Research and Development Branch
Land Development Services

From: Robin L. Antonucci

Re: 5574-PKS-012-1
13515 Dulles Technology Drive

Date: November 22, 2016

11441 Robertson Drive
Suite 201
Manassas, VA 20109
703-365-9262
703-365-9265 FAX
www.mjwells.com

The purpose of this memorandum is to follow up a recent discussion held with you and Jan Leavitt of the Site Code Research and Development Branch regarding the referenced parking reduction request. Specifically this memorandum addresses the following:

1. Verify how many parking and loading spaces currently serve 13515 Dulles Technology Drive
2. Confirm the amount of parking needed to meet the demands associated with Phases 1 and 2 of the requested reductions
3. Provide additional mitigation measures to ensure the availability of parking for both Phases 1 and 2

Existing Parking Supply

A total of 109 parking spaces and 2 loading spaces is currently available to serve the visitors, patrons, and tenants of 13515 Dulles Technology Drive. Of the 109 spaces provided, a total of 4 spaces are designated as accessible spaces and one space is designated as van accessible. As reflected on the as-built site plan associated with 13505, 13515 and 13525 Dulles Technology Drive, a total of 345 parking spaces (or 115 spaces for each of the three buildings) were provided on-site. However, according to a previous owner, this number was reduced due to the provision of various accessibility improvements completed in the past. A copy of the as-built site plan as amended to account for various repaving and striping improvements over the years is enclosed with this memo. The revisions noted on the plan were field verified by Wells + Associates.

Transportation Consultants
INNOVATION + SOLUTIONS



WELLS + ASSOCIATES

MEMORANDUM

Phase 1 and 2 Reductions

Based on the revised parking study submitted on November 15, 2016, a total of 114 spaces would be needed on Sunday to satisfy the peak parking demands associated with Phases 1 and 2 of the reduction. It should be noted that with Phase 2, the office uses that could occupy the space currently allocated to Epiphany would be restricted from opening on Sundays before 11:00 AM.

Mitigation Measures

As discussed with you and Ms. Leavitt, on Sunday there is no need for the designated loading areas located on the property. One of the loading areas is located along the front of the building and is 15 feet in width and 18 feet in length; the other loading drive is located at the rear of the building and is 14 feet (measured curb to curb) and is approximately 66 feet long. As shown on the enclosed plan, the loading areas could provide five additional parking areas for use on Sundays bringing the total on-site Sunday supply up to 114 spaces (=109 +5) or equal to the projected Phase 1 and 2 demands. In order to effectively utilize those spaces, the Applicant will sign those areas for use as parking spaces on Sundays only.

It should also be noted that along the frontage of the Dulles Technology Center, a total of 52 spaces are available for use by the public (without restriction) along both sides of the roadway between Sunrise Valley Drive (Route 5320) and the entrance located at 13505 Dulles Technology Drive. An additional 66 spaces are located along both sides of the roadway south of 13505 Dulles Technology Drive.

I trust the information above responds to all of your concerns as discussed on November 15, 2016. If you require additional information or assistance please do not hesitate to contact us at RLAntonucci@mjwells.com or LEAdkins@mjwells.com.

Enclosure: a/s



Figure 3
Curbside Parking Availability

XX' = X sp.

Curbside Parking Measurement (feet)

Number of spaces assuming 22 feet for on-street parallel parking



13515 Dulles Technology Drive
Fairfax County, Virginia

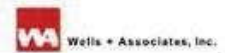


Table 4
Phase I Interim Parking Demand - 13515 Dulles Technology Drive

Time	Sunday Hourly Parking Demand			Weekday Hourly Parking Demand			
	Dr. Ganji Office Use - 2,000 SF (Employee/Visitors)	Church Use - Grace/Epiph = 400 seats Holy Trinity = 60 seats	Total	Dr. Ganji Office Use - 2,000 SF		Church Use - Grace/Epiph = 400 seats Holy Trinity = 60 seats	Total
	Code = 8 spaces	Code = 115 spaces	Code = 123 spaces	(Employees)	(Visitors)		
				Code = 8 spaces (Dr. Ganji max 4 employees, 4 visitors)		Code = 115 spaces	Code = 123 spaces
7:00 AM	0	5	5	1	0	0	1
8:00 AM	0	23	23	3	1	0	4
9:00 AM	0	55	55	4	1	12	17
10:00 AM	0	114	114	4	2	20	26
11:00 AM	0	106	106	4	3	18	25
Noon	0	90	90	4	4	20	28
1:00 PM	0	54	54	4	4	17	25
2:00 PM	0	n/a	0	4	4	17	25
3:00 PM	0	n/a	0	4	2	12	18
4:00 PM	0	n/a	0	4	2	10	16
5:00 PM	0	n/a	0	2	2	5	9

Notes:

1. Total Zoning Ordinance based parking required is equal to 123 spaces for Phase I; 115 spaces required for the church uses; and 8 for Dr. Ganji's use.

Table 6
Phase II Ultimate Parking Demand - 13515 Dulles Technology Drive

Time	Sunday Hourly Accumulations				Weekday Hourly Parking Demand					
	Dr. Ganji Office Use - 2,000 SF (Employee/Visitors)	General Office Use - 12,801 SF (Employee/Visitors)	Church Use - Grace = 400 seats Holy Trinity = 60 seats	Total	Dr. Ganji Office Use - 2,000 SF		General Office Use - 12,801 SF		Church Use - Grace = 400 seats Holy Trinity = 60 seats	Total
					(Employees)	(Visitors)	(Employees)	(Visitors)		
	Code = 8 spaces	Code = 46 spaces	Code = 115 spaces	Code = 169 spaces	Code = 8 spaces (Dr. Ganji max 4 employees, 4 visitors)		Code = 46 spaces (43 employee spaces, 3 visitor space)		(code = 115 spaces)	Code = 169 spaces
7:00 AM	0	0	5	5	1	0	13	0	0	14
8:00 AM	0	0	23	23	3	1	32	1	0	37
9:00 AM	0	0	55	55	4	1	41	1	12	59
10:00 AM	0	0	114	114	4	2	43	2	20	71
11:00 AM	0	5	106	111	4	3	43	3	18	71
Noon	0	4	90	94	4	4	39	3	20	70
1:00 PM	0	4	54	58	4	4	39	3	17	67
2:00 PM	0	3	n/a	3	4	4	43	3	17	71
3:00 PM	0	2	n/a	2	4	2	43	2	12	63
4:00 PM	0	1	n/a	1	4	2	39	2	10	57
5:00 PM	0	0	n/a	0	2	2	22	2	5	33

Notes:
1. Total Zoning Ordinance based parking required is equal to 169 spaces for Phase I; 115 spaces required for the church uses; and 54 spaces for the office uses (including Dr. Ganji's office space).

M.J. Wells & Associates, Inc. Traffic Count Request Form

Job Name: NAIF Parking Study 2019 Jurisdiction: Fairfax County, Virginia

Job #: 78xx Today's Date: 3/27/2019

Project Manager: LEA Initials: LEA

Type of Count: Intersection Turning Movement
 Pedestrian
 Vehicle Classification
 Trip Generation
 Parking Demand
 Other _____

Count Times: 6:00-9:00 AM, 4:00-7:00 PM
 6:30-9:30 AM, 4:00-7:00 PM
 10:00 AM - 2:00 PM
 7:00 AM - 7:00 PM
 Other 6:30 AM to 6:30 PM

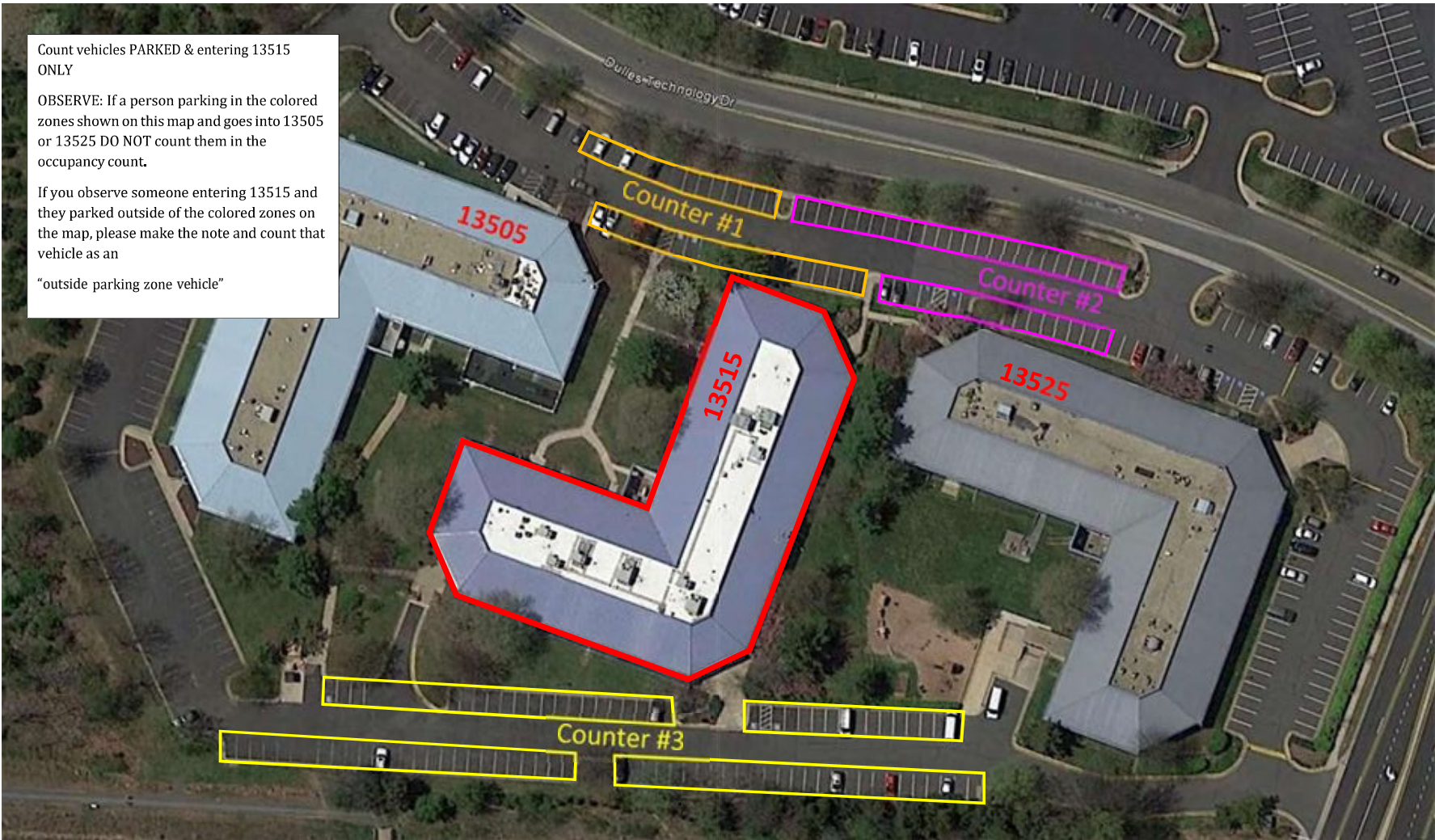
Location(s):		No. of Counters
1	<u>Parking Occupancy Counts (every 30 minutes by row)</u>	<u>3</u>
2	<u>We need to monitor that people are parking and entering the middle</u>	_____
3	<u>building (13515).</u>	_____
4	<u>If people park in the monitored area and enter the adjacent buildings</u>	_____
5	<u>(13505 or 13525) the parked vehicle should be excluded from the count.</u>	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
Total Number of Counters:		<u>3</u>

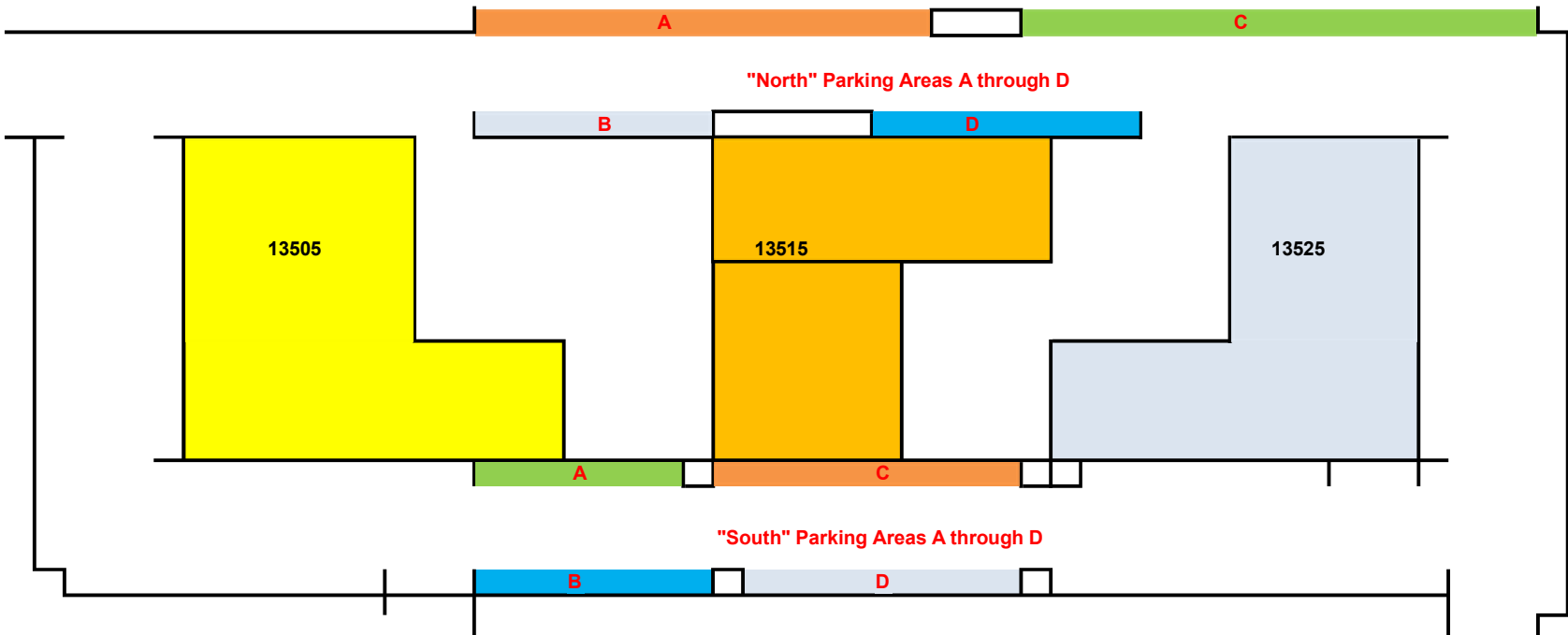
SEE ATTACHED MAP

Requested Date(s): Monday _____
 Tuesday _____
 Wednesday _____
 Thursday _____
 Friday 3/29/2019
 Saturday _____
 Sunday _____

Field Data Requests: Lane Use and Traffic Control
 Pedestrian Signals/Crosswalks Location
 Photographs of Approaches
 Posted Speed Limits
 Peak period traffic signal phasing/timings
 Queue Length
 Storage Bay Length
 Distance between study intersections
 Distance between signalized intersections
 Transit Stop Locations
 Verify Parking Supply by Row

Breakdown Counts in Excel: Yes _____
 No _____





North Parking	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
Time:														
6:37	X													
6:49	X													
8:09		X												
8:12	X													
8:15												X		
8:18		X												
8:28											X			
8:29											X			
8:30												X		
8:36		X												
8:57											X			
9:28								X						
9:34		X												
9:56											X			
10:01												X		
10:41													X	
10:42											X			
10:43								X						
10:57											X			
11:27											X			
11:29						X								
11:56					X									
12:07												X		
13:12											X			
13:17											X			
13:21						X		X						
13:24								X						
13:27		X												
13:34		X												
13:34		X												
13:45											X			
13:57												X		
14:02												X		
14:19											X			
15:18											X			
15:34												X		
16:06									X					
16:13						X					X			
16:28						X								
16:55	X													
17:28		X												
18:18											X			

South Parking	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
Time:														
6:50	x													
7:10	x													
7:20	x													
7:20		x												
7:28											x			
7:29		x												
7:40											x			
7:40												x		
7:45													x	
7:47													x	
7:48													x	
7:50														
7:51		x												
7:51											x			
7:59	x													
8:10													x	
8:10	x													
8:16	x													
8:17													x	
8:17													x	
8:18		x												
8:20											x			
8:20	x													
8:20											x			
8:21													x	
8:24	x													
8:24	x												x	
8:24											x			
8:27	x													
8:32	x													
8:32	x													
8:33	x													
8:34	x													
8:35	x													
8:36											x			
8:37	x													
8:38	x													
8:40											x			
8:41													x	
8:43		x												
8:44		x												
8:45		x												
8:47		x												

Time:	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
8:48			X											
8:50												X		
8:51		X												
8:51		X										X		
8:51			X											
8:51		X												
8:52		X												
8:52		X												
8:52	X													
8:54												X		
8:54												X		
8:59		X												
9:00												X		
9:00												X		
9:01		X												
9:01	X													
9:02												X		
9:03											X			
9:03												X		
9:06		X												
9:11		X												
9:12			X											
9:14		X												
9:14		X												
9:17		X												
9:18		X												
9:20												X		
9:25			X											
9:27		X												
9:28	X													
9:29												X		
9:31		X												
9:31	X													
9:35												X		
9:35	X													
9:36		X												
9:36		X												
9:42		X												
9:51		X												
9:52		X												
9:57		X												
10:06												X		
10:16	X													

Time:	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
10:19												X		
10:24											X			
10:24												X		
10:32												X		
10:50												X		
11:08	X													
11:30							X							
11:33		X												
11:46	X													
12:18	X													
12:19		X												
12:26		X												
12:27		X												
12:31	X													
12:32												X		
12:32	X													
12:33		X												
12:33						X								
12:35		X												
12:39								X						
12:42						X								
12:42							X							
12:43					X									
12:43						X								
12:53							X							
12:53							X							
12:56						X								
12:58								X						
12:58								X						
12:59							X							
13:00								X						
13:01						X								
13:01							X							
13:02						X								
13:02					X									
13:05								X						
13:05						X		X						
13:08								X						X
13:09							X							
13:09					X									
13:10						X								
13:11						X								
13:15						X								

Time:	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
13:16								X						X
13:16					X									X
13:18					X								X	X
13:23						X							X	X
13:24					X								X	X
13:26						X							X	X
13:26							X						X	X
13:27						X							X	X
13:28							X						X	X
13:31								X					X	X
13:33								X					X	X
13:34								X					X	
13:37						X							X	X
13:40								X					X	X
13:41								X						
13:45						X								
13:59							X							
14:01					X									
14:03						X								
14:05								X						
14:07					X									
14:09						X								
14:10			X											
14:12						X								
14:12						X								
14:17					X									
14:17					X									
14:18						X								X
14:21						X							X	X
14:21						X							X	
14:23								X						
14:25								X						
14:27						X								
14:28						X								
14:29						X								
14:29							X							X
14:30							X							
14:31					X									
14:31		X												
14:33								X						
14:39								X						X
14:40						X							X	
14:42								X						

Time:	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
14:45								X						
15:06												X		
15:17												X		
15:18						X								
15:24	X													
15:29	X				X									
15:30														
15:32	X													
15:38				X										
15:47	X													
15:48												X		
15:54											X			
16:02												X		
16:03	X													
16:03	X													
16:05	X													
16:10											X			
16:15		X												
16:18											X			
16:25	X													
16:30	X													
16:32							X							
16:34		X												
16:36	X													
16:37	X													
16:38			X											
16:39		X												
16:40											X			
16:45		X												
16:48	X													
16:51		X												
16:52	X													
16:52		X												
16:53														
16:53			X				X							
16:54												X		
16:54												X		
16:58		X												
17:00			X											
17:01	X													
17:01	X													
17:05	X													
17:07							X							

Time:	Building 13505				Building 13515				Building 13525				Entering 13515 and they parked outside	
	A	B	C	D	A	B	C	D	A	B	C	D	East	West
17:10											X			
17:10		X												
17:13											X			
17:15											X			
17:18		X												
17:19	X													
17:20														
17:21											X			
17:23												X		
17:25											X			
17:26												X		
17:28												X		
17:29	X													
17:32		X												
17:33	X													
17:33						X								
17:34							X							
17:36												X		
17:37		X												
17:40	X													
17:43							X							
17:44											X			
17:44											X			
17:45												X		
17:49	X													
17:49						X								
17:50	X													
17:51					X									
18:04											X			
18:05												X		
18:09	X													
18:16											X			
18:17												X		
18:20						X								
18:20												X		
18:27											X			
18:28											X			



EQUITY IMPACT ASSESSMENT (PILOT)

An equity impact assessment is an examination of how a proposed action or decision will likely affect the population categories identified in the [One Fairfax Policy](#) – age, race, color, sex, sexual orientation, gender identity, religion, national origin, marital status, disability, socio-economic status or neighborhood of residence or geographic areas. Using an equity impact assessment can help the county assess the actual or anticipated effects, positive and negative, of proposed policies, practices, programs, plans and budgetary actions to inform decision-making.

ITEM TITLE: Approval of an Amended Parking Reduction for 13515 Dulles Technology Drive (Dranesville District)

DESCRIPTION OF ITEM: Board of Supervisors' approval of an amended 37 percent reduction for the existing building at 13515 Dulles Technology Drive

1. RELATIONSHIP TO ONE FAIRFAX POLICY AREAS OF FOCUS

- Community and economic development policies and programs that promote wealth creation and ensure fair access for all people.
- Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport.
- Workforce development pathways that provide all residents with opportunity to develop knowledge and skills to participate in a diverse economy and earn sufficient income to support themselves and their families.
- An early childhood education system that ensures all children enter kindergarten at their optimal developmental level with equitable opportunity for success.
- Education that promotes a responsive, caring, and inclusive culture where all feel valued, supported, and hopeful, and that every child is reached, challenged, and prepared for success in school and life.
- Community and public safety that includes services such as fire, emergency medical services, police, health, emergency management and code enforcement that are responsive to all residents so that everyone feels safe to live, work, learn, and play in any neighborhood of Fairfax County.
- Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood.
- A vibrant food system where healthy, accessible, and affordable food is valued as a basic human necessity.
- A health and human services system where opportunities exist for all individuals and families to be safe, be healthy and realize their potential through the provision of accessible, high quality, affordable and culturally appropriate services.

- A quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people.
- A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.
- A parks and recreation system that is equitable and inclusive by providing quality facilities, programs, and services to all communities; balancing the distribution of parks, programs and facilities; and providing accessible and affordable facilities and programs.
- A multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.
- Digital access and literacy for all residents.
- Intentional, focused recruitment efforts that bolster a diverse applicant pool; hiring and evaluation practices, and processes for employee feedback, to achieve and preserve a culture of equity and fairness for all employees.
- Policies that prohibit all forms of discrimination under Federal and State law in county and school system activities, and ensure that all practices provide fair treatment for all employees, contractors, clients, community partners, residents, and other sectors who interact with Fairfax County including higher education, business, nonprofit, faith, philanthropy, and civic.

2. DESCRIPTION OF KEY EQUITY ISSUES THE ITEM WILL ADDRESS

What does the data tell us about the current situation/condition?

Parking reductions are a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. At this site, an ability to share parking will accommodate two religious assembly uses and a small office without constructing additional impervious parking surface. This preserves the current management of stormwater runoff.

What factors contribute to the current situation/condition?

What disparate outcomes exist for populations or geographic areas?

3. DESCRIPTION OF HOW THE ITEM WILL IMPACT IDENTIFIED POPULATIONS AND GEOGRAPHIC AREAS

Describe identified benefits.

At this site, an ability to share parking will accommodate two religious assembly users and a small office without constructing additional impervious parking surface. This preserves the current management of stormwater runoff.

Describe identified burdens and how they will be mitigated.

4. ACCOUNTABILITY

How will impacts be documented, evaluated, and reported?

EQUITY IMPACT:

- Will exacerbate inequity
- Has the potential to exacerbate inequity
- Maintains status quo of inequity
- Has the potential to advance equity
- Will advance equity

Board Agenda Item
April 11, 2023

ACTION - 2

Board Endorsement of Design Plans for Frontier Drive Extension Project (Franconia District)

ISSUE:

Board endorsement of the Virginia Department of Transportation (VDOT) Design Public Hearing plans for the Frontier Drive Extension Project.

RECOMMENDATION:

The County Executive recommends that the Board endorse the design plans for the Frontier Drive Extension Project administered by VDOT as generally presented at the July 22, 2022, Design Public Hearing (Attachment 1) and authorize the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 2).

TIMING:

The Board should take action on this matter on April 11, 2023, to allow VDOT to proceed with final design plans.

BACKGROUND:

The Fairfax County Transportation Plan, adopted by the Board of Supervisors on July 31, 2006, and amended through September 2, 2015, depicts Frontier Drive extending from the Franconia-Springfield Parkway to Loisdale Road as a four-lane facility. The purpose of the project is to reduce congestion and improve safety and accessibility for drivers, bicyclists, and pedestrians by extending Frontier Drive from its current terminus near the Franconia-Springfield Metrorail Station to Loisdale Drive approximately along the current alignment of Springfield Center Drive. The project will provide improved access to the General Services Administration site being considered for the Federal Bureau of Investigation (FBI) Headquarters. The project includes:

1. A four-lane divided roadway; combination of new construction and improvements to the existing Springfield Center Drive at its intersection with Loisdale Road including a shared-use path on both sides of the roadway.
2. New braided ramps at the Frontier Drive/Franconia-Springfield Parkway interchange with changes to Limited Access, approved by the Fairfax County Board of Supervisors February 21, 2023.

Board Agenda Item
April 11, 2023

3. A new jughandle intersection at Frontier Drive and the Metro Access Road.
4. Reconfigured sections of the Franconia-Springfield Metrorail Station circulatory road to the parking garage entrances.
5. Additional bus bays and storage space for buses to layover.
6. A new signalized T-intersection at the eastern end of the circulatory road.

Public Hearing Comments

In accordance with the Code of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Thursday, July 22, 2022. There were 48 comments received on the project. Forty written comments and two verbal comments were provided prior to and at the public hearing, and six survey comments were received by email during the comment period. Four people did not support the project and two supported the project without conditions. There were multiple comments and questions concerning the changes at the Metrorail station, as well as about pedestrian and bike connections. Separately, WMATA received comments through their outreach program with many in favor of the pedestrian and bike connections and some questioning the Metrorail station changes. A copy of the Design Public Hearing brochure is in Attachment 1. The comments are currently being addressed by VDOT.

Project Schedule

The anticipated project development and delivery schedule for the project is dependent on funding.

FISCAL IMPACT:

There is no fiscal impact associated with this Board item. The project cost was estimated in July 2022 at \$12.6 million for preliminary engineering, \$42.1 million for right-of-way acquisition and relocation of utilities, and \$167.0 million for construction. The total estimated cost was \$221.7 million. After the Public Hearing, the estimate increased to \$224 million with recent inflation and increased land acquisition costs taken into account. This project is currently funded with \$27 million in Northern Virginia Transportation Authority (NVTA) regional funds, \$8.365 million in local and proffer funds, and \$500,000 in Regional Surface Transportation Program (RSTP) funds. FCDOT will continue to seek funding from multiple sources to complete the funding needed for this project.

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April 11, 2023

ENCLOSED DOCUMENTS:

Attachment 1: July 12, 2022, Design Public Hearing Brochure

Attachment 2: Letter for transmitting Board Endorsement of the Frontier Drive Extension Project

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

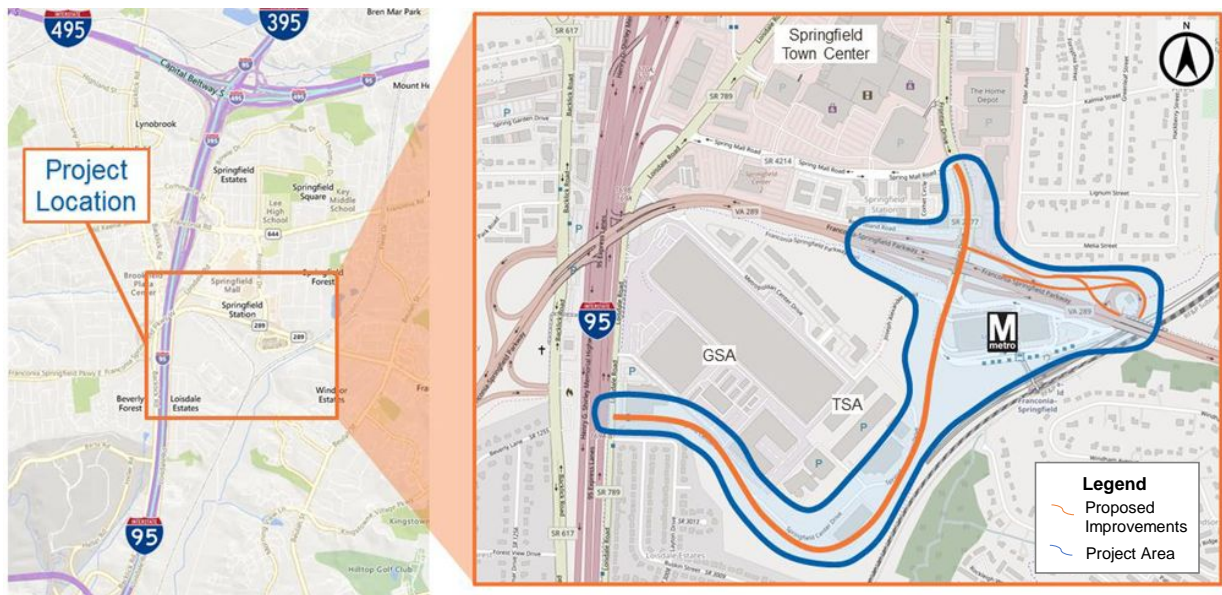
Michael J. Guarino, Chief, Capital Projects Section (CPS), FCDOT

Tad Borkowski, Transportation Planner IV, CPS, FCDOT

Nick Alexandrow, Transportation Planner III, CPS, FCDOT

Proposed Changes to Frontier Drive Near Franconia-Springfield Station

The Virginia Department of Transportation (VDOT) and Fairfax County are proposing to extend Frontier Drive via Springfield Center Drive to Loisdale Road near Franconia-Springfield Station. The project would result in changes to traffic circulation around the station, including new or reconfigured intersections and access to the parking garage.



Provide Your Feedback by July 29, 2022



At a Virtual Public Hearing: Tuesday, July 12, 2022 (7 p.m.) at virginiadot.org/FrontierDrive



Online: virginiadot.org/FrontierDrive and wmata.com/hearings



Via Email: Meetingcomments@vdot.virginia.gov and franconia@wmata.com
(please reference "Frontier Drive Extension and Braided Ramps" in the subject)



By Mail: Mr. Zamir Mirza, VDOT, 4975 Alliance Drive, Fairfax, VA 22030
- and -
Office of the Secretary, WMATA, 300 7th Street SW,
Washington DC, 20024

VDOT and Metro ensure nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT Civil Rights at 703-259-1775 and WMATA at 202-962-2511. ASL interpretation will be provided. Languages other than English interpretation/translations services can be provided free of charge upon request.

virginiadot.org/FrontierDrive
wmata.com/plansandprojects



State Project: 2677-029-204,
P101, R201, C501 UPC: 106742
Federal: STP/F-5B01 (030)



County of Fairfax, Virginia

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

Mr. John D. Lynch, P.E.
 District Administrator
 Northern Virginia District
 Virginia Department of Transportation
 4975 Alliance Drive
 Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Frontier Drive Extension, UPC 106742

Dear Mr. Lynch:

On April 11, 2023, the Fairfax County Board of Supervisors endorsed the design plans to extend Frontier Drive to Loisdale Road as a four-lane divided roadway, as generally presented at the July 22, 2022, public hearing. This multimodal project is intended to reduce congestion, improve safety, enhance traffic operations, improve access to the Franconia-Springfield Metrorail Station for all travel modes, and provide facilities for pedestrians and bicyclists. This project also includes a change in limited access control, endorsed by the Board on February 21, 2023. The project includes the extension of Frontier Drive approximately along the alignment of existing Springfield Center Drive to four travel lanes with a median, shared use paths on both sides of the roadway, new braided ramps at the Franconia-Springfield Parkway interchange, a new jughandle intersection at Frontier Drive and the Metro Access Road, changes to the Franconia-Springfield Metrorail Station including new bus bays, and a new signalized intersection at the eastern end of the Metrorail station circulatory road.

Please call Nick Alexandrow at (703) 877-5754 or me at (703) 877-5663, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
 Director

cc: Members, Board of Supervisors
 Bryan J. Hill, County Executive
 Rachel Flynn, Deputy County Executive

Fairfax County Department of Transportation
 4050 Legato Road, Suite 400
 Fairfax, VA 22033-2895
 Phone: (703) 877-5600 TTY: 711
 Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



Mr. John Lynch
April 11, 2023
Page 2 of 2

Zamir Mirza, P.E., Project Manager, VDOT
Nicholas Roper, P.E., Project Development, VDOT
Minwoo Ha, Manager, Preliminary Engineering, VDOT
Gregg Steverson, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section, FCDOT
Tad Borkowski, Capital Projects Section, FCDOT
Nick Alexandrow, Capital Projects Section, FCDOT

Board Action Item
April 11, 2023

ACTION - 3

Approval of Fairfax Connector Fare Policy Change

ISSUE:

Board of Supervisors' approval of the Fairfax Connector fare policy change allowing children age 12 and younger to ride for free when accompanied by a paying adult.

RECOMMENDATION:

The County Executive recommends the Board expand fare free service for all Fairfax Connector routes to all children ages 12 and younger when accompanied by a paying adult, without a limit on the number of children.

TIMING:

Board approval is requested on April 11, 2023, to allow the fare policy change to be implemented on May 1, 2023.

BACKGROUND:

On December 13, 2022, Department of Transportation (FCDOT) staff presented the Implications of Free Fares on the Fairfax Connector at the Board Transportation Committee Meeting. A copy of the presentation is included as Attachment I. Staff recommended continuing existing fare programs, including the free student bus pass program, the reduced fare program for seniors and passengers with disabilities, and free transfers to and from the Washington Metropolitan Area Transit Authority (WMATA) bus and rail. Staff discussed the Transit Incentive Ridership pilot program, which began on March 20, 2023. Staff suggested the Board consider eliminating fares for children age 12 and younger. Currently, up to two children age four and younger ride for free when accompanied by an adult paying full fare, while children age five and older pay full fare. The Board directed staff to submit a proposed amendment to the Fairfax Connector fare policy to allow all children age 12 and younger to ride for free when accompanied by a paying adult.

Public Involvement

To inform the public of the proposed fare policy change, staff posted detailed information on the Fairfax Connector website and social media accounts, hosted a public meeting on February 23, 2023, to directly engage the public, and reviewed and responded to public comments and questions. The public comments were incorporated

Board Action Item
April 11, 2023

into the proposal, where feasible. Staff tracked a total of 20 “likes” on Fairfax Connector’s Facebook page. One email comment was received. A summary of the public feedback and responses is provided in Attachment III.

EQUITY IMPACT:

The fare policy change, proposed for implementation on May 1, 2023, will increase access to transit services by reducing the barriers to communities of color and low-income households. Staff conducted a federally required Title VI analysis designed to ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program that the United States Department of Transportation (USDOT) financially assists based on race, color, or national origin, and to determine if any service or fare policy change will have a negative impact on communities of color or low-income households, as defined by the USDOT. This analysis was done by examining onboard survey data and U.S. census population information by age groups for communities of color and low-income households. Based on the analysis, the fare policy change will not negatively impact communities of color and low-income households. The fare equity analysis is provided in Attachment IV.

TITLE VI:

The fare policy change, proposed for implementation on May 1, 2023, was reviewed as mandated by the Federal Transit Administration (FTA) in *Circular C4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The analysis showed the fare policy change will not create a negative disparate impact on communities of color or a disproportionate burden on low-income households. Instead, the fare policy change will result in an overall improvement for Fairfax Connector riders and the communities served. As a result, no adverse Title VI impacts were found for the fare policy change. The Title VI analysis is provided in Attachment IV.

FISCAL IMPACT:

The impact of this proposed change to Fairfax Connector fares is negligible. Estimates of ridership in this age group are under one percent of total ridership but are not captured explicitly. As a result, the proposed fare policy change is estimated to result in a \$50,000 decrease in fare revenue for FY 2024. This adjustment can be absorbed by Fund 40000, County Transit Systems, for the remainder of FY 2023 and in FY 2024, while fare revenue budgeted for FY 2025 and beyond will reflect the updated policy.

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ENCLOSED DOCUMENTS:

Attachment I – Implications of Free Fares on the Fairfax Connector presentation, December 13, 2022
Attachment II – Fairfax Connector Fares, Policies & General Information, May 1, 2023
Attachment III – Public Comments
Attachment IV – Fare Equity (Title VI) Analysis

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
John Zarbo, Chief, Operations Section, Transit Services Division, FCDOT
Noelle Dominguez, Chief, Funding Section, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney



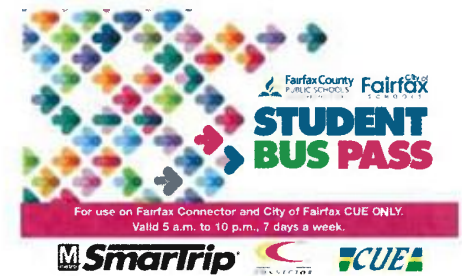
Implications of Free Fares on the Fairfax Connector

Board Transportation Committee Meeting
December 13, 2022

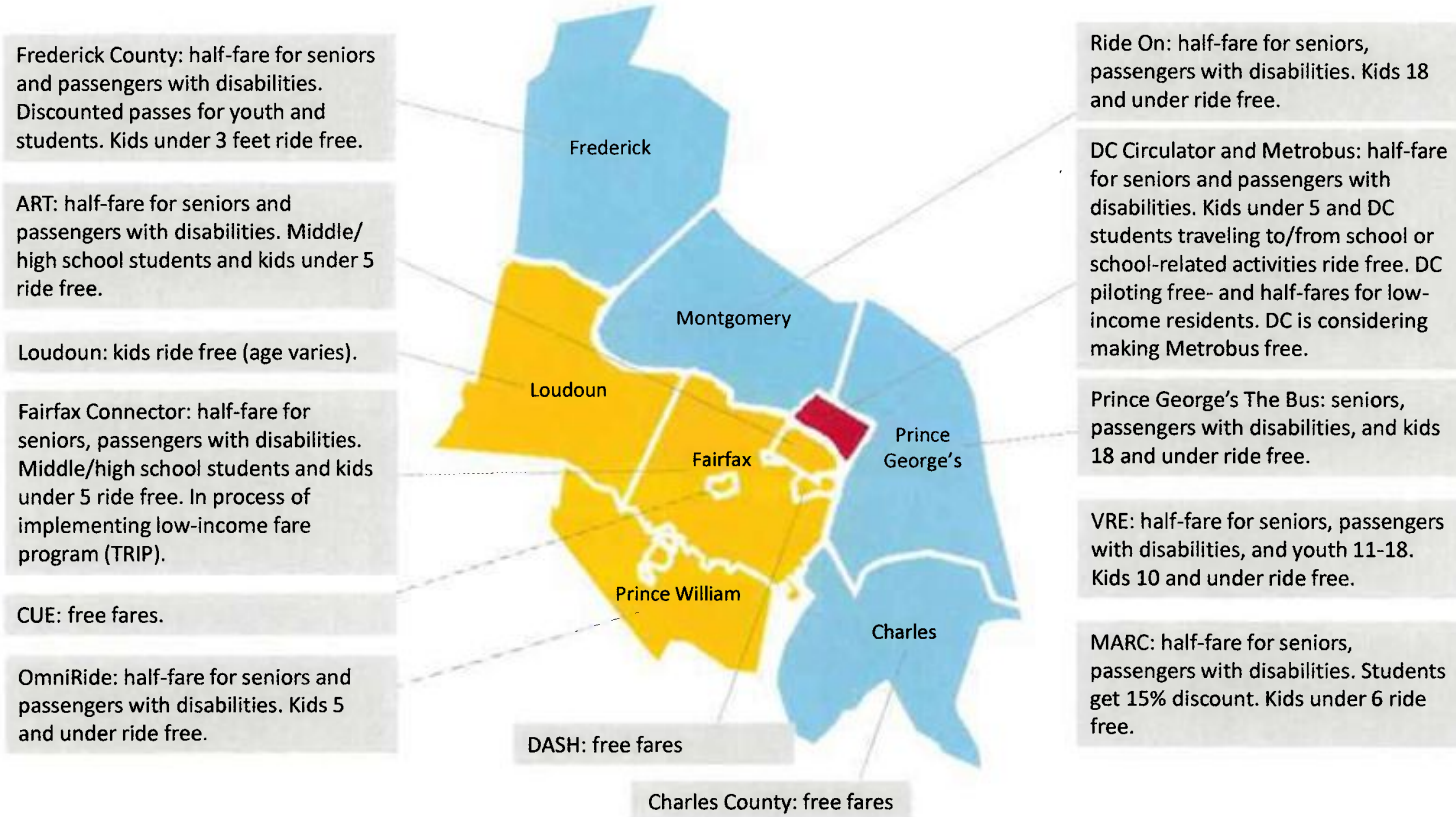
John Zarbo, Chief, Operations Section
Ray Johnson, Chief, Funding Section
Fairfax County Department of Transportation

Existing Fare Reduction Programs

- Reduced Fare Program (seniors and passengers with disabilities) half-fare discount
- Children ages 4 and under ride free (up to two with fare paying adult)
- Free student bus pass for Fairfax County middle and high school students to ride on all Fairfax Connector routes and on Metrobus for select schools
- Free transfers to/from WMATA bus and rail service
- Transit Ridership Incentive Program (TRIP) half-fare discount for economically disadvantaged residents



Transit Fare Implementation in the NCR



Nationwide Sample Free Fare Transit Agencies

- Most agencies that went fare free during the pandemic have reimplemented fares
- Some agencies are looking at various fare-free pilot programs or conducting studies

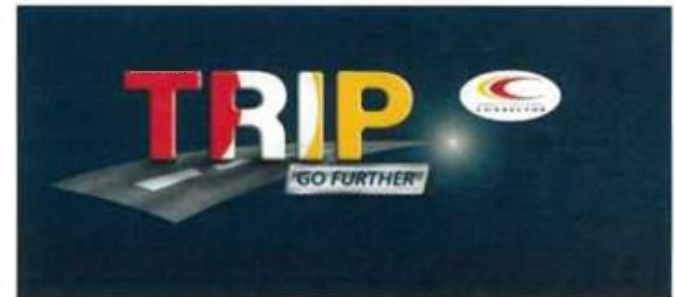
Transit Agency	Location	Fleet Size (2020)	End date
Fairfax Connector	Fairfax County, VA	323	
Kansas City Area Transportation Authority/RideKC (KCATA)	Kansas City, MO	225	Through 2023
ABQ RIDE	Albuquerque, NM	185	June 30, 2023
Greater Richmond Transit Company (GRTC)	Richmond, VA	150	June 2025
Driving Alexandria Safely Home (DASH)	Alexandria, VA	121	June 2025
GoRaleigh	Raleigh, NC	103	June 30, 2023
Intercity Transit	Olympia, WA	82	Through 2023
Merrimack Valley Regional Transit Authority (MVRTA)	Lawrence and Haverhill, MA	50	March 2024
Southeast Area Transit District (SEAT)	Southeastern Connecticut	30	December 1, 2022

Pros and Cons of Fairfax Connector Free Fares

Pros	Cons
Supports One Fairfax policy – more equitable access for passengers with limited income	Negative impact to budget (Loss of ridership revenue and revenue diversification impacts)
Increase in ridership	Inequitable benefit for County riders with only Metrobus options
Elimination of farebox capital program costs	Loss of farebox data specific to rider or fare categories
Elimination of ongoing fare collection costs	Increase in non-destination riders can lead to additional security incidents
Eliminate fare disputes as cause of operator assault	Would provide benefits to riders who are receiving transit benefits from their employers and others who can afford to pay the fare
Possible decreases in bus dwell time	Potential Title VI Civil Rights concern regarding the impact of free fare to non-economically disadvantaged riders

TRIP Background

- State grant program supporting low/no fare programs to increase transit ridership
 - Grant Agreement approved May 24, 2022
- CTB awarded Fairfax County ~\$5.49 million for a three-year half-fare pilot program
 - County share ~\$4.2 million over three years
- Qualification to receive reduced fares are annual income at or below 225% of the federal poverty level by household size
- Implementation: February 2023



Budget Implications – Revenue Loss

- Scenario includes free fares for all Fairfax Connector riders starting in FY2024
- Assumptions ~\$500K in annual savings (no armored car service, SmarTrip participation fees, farebox parts, etc.)
- Full free fares option starting in FY2024 ~\$9 million loss annually
- Increases to ~\$13 million annually starting in FY2030 - assumes BRT service will be fare free



Staff Recommendations

- Continue free fare programs including;
 - Free student bus pass and +Metrobus program for five select schools
 - Reduced Fare Program (seniors and passengers with disabilities)
 - Free transfers to/from WMATA bus and rail service
 - Children under 4 ride free
- Pilot the TRIP program (50% off Fairfax Connector fares) to launch in February 2023
 - Three years of funding for the program.
 - Status report to the board on program progress in February 2024
- Eliminate fares for children between 5 and 11 years old, with paying adult





Questions/Discussion

Does the Board want to pursue additional fare reduction strategies?

Rider Guidelines

- Smoking, eating, drinking, and littering are strictly prohibited on the buses.
- Smoking in bus shelters is strictly prohibited. (County Ordinance §44-1-2.1)
- Earphones are required when using audio or video devices.
- Strollers must be folded.
- Service animals are permitted. All other small animals must be transported in a closed pet carrier.

Title VI of the Civil Rights Act of 1964

The Fairfax County Department of Transportation and Fairfax Connector operate programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. For more information on the Fairfax County Department of Transportation and Fairfax Connector civil rights program and the procedures to file a complaint, please contact by phone **703-339-7200, TTY 703-339-1608**; by email fairfaxconnector@fairfaxcounty.gov, or in-person at the department's administrative office located at **4050 Legato Road, 4th Floor, Fairfax, VA 22033**.

Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Fairfax County Office of Human Rights and Equity Programs within 180 days of the date of the alleged discrimination. The Office of Human Rights and Equity Programs is located at 12000 Government Center Parkway, Suite 318, Fairfax, Virginia 22035. For information on the procedures to file a complaint or to file a complaint contact by phone **703-324-2953, TTY 711**; by fax **703-324-3570**; or visit fairfaxcounty.gov/ohrep/epd/. Complaints can be mailed to

Fairfax County Office of Human Rights and Equity Programs
12000 Government Center Parkway, Suite 318
Fairfax, VA 22035

A complaint may also be filed directly with the Federal Transit Administration by filing a complaint with their Office of Civil Rights:

Office of Civil Rights
Federal Transit Administration
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Avenue, SE
Washington, DC 20590



TAKE CONTROL OF YOUR COMMUTE

Fairfax Connector **BusTracker** uses global positioning system (GPS) technology to provide real-time information on the arrival times and locations of buses. By using your smart phone, tablet, or a computer, you will be able to find out the scheduled and estimated arrival time of your bus.

- The **'Estimated Arrival Times'** grid provides estimated arrival times when you select route, direction, and stop, or by entering a unique stop ID.
- The **'Bus Location Map'** feature lets you track buses in real-time by selecting up to 5 routes or by selecting a specific stop.
- You can also receive the estimated arrival times for a specific stop via text message. Simply find the unique stop ID located on the bus stop sign and text "FFX" and the unique stop ID to **41411** (Be sure to leave a space between "FFX" and the unique stop ID).

Fairfax Connector **BusTracker** gives you the option to create an account so you can **sign-up for real-time notifications** and receive emails or text messages about your bus at specified times, stops, and routes.

Visit fairfaxconnector.com for more information and to start using BusTracker today!

Service During Inclement Weather

During inclement weather events, service throughout the Fairfax Connector system may be impacted. For up-to-date operational information:

- Sign-up for text and email notifications and check service alerts using **BusTracker**
- Check local TV news and radio
- Call the **Fairfax Connector Information Center** at 703-339-7200, TTY 703-339-1608

2023 Holiday Service

Holiday	Service Scheduled
New Year's Day (Observed) (Monday, January 2, 2023)	Sunday
Martin Luther King, Jr. Day	Holiday Weekday
George Washington's Day	Holiday Weekday
Memorial Day	Sunday
Juneteenth (Observed) (Monday, June 19, 2023)	Holiday Weekday
Independence Day	Saturday
Labor Day	Sunday
Columbus Day/ Indigenous Peoples' Day	Holiday Weekday
Veterans Day	Holiday Weekday
Thanksgiving Day	Sunday
Day after Thanksgiving	Holiday Weekday
Christmas Day (Observed) (Monday, December 25, 2022)	Sunday
New Year's Day (Monday, January 1, 2024)	Sunday

Holiday Weekday Schedule

All routes operate regular weekday service except:
 ■ Routes 231, 232, 335, 393, 394, 395, 396, 432, 461, 494, 495, 599, 624, 634, 697, 698, 699, 715, 722, 724, 834, and 835, which will NOT operate at all.

Saturday Schedule

If a route is not listed, it does not operate Saturday service.
 ■ Routes that operate on Saturdays are: 101, 109, 151, 152, 161, 162, 171, 308, 310, 321, 322, 371, 401, 402, 423, 424, 463, 467, 558, 574, 605, 615, 630, 640, 650, 703, 721, 803, 901, 921, 924, 937, 950, 952, 954, 983, RIBS 1, RIBS 2, RIBS 3, RIBS 4 and RIBS 5

Sunday Schedule

If a route is not listed, it does not operate Sunday service.
 ■ Routes that operate on Sundays are: 101, 109, 151, 152, 161, 162, 171, 310, 321, 322, 371, 401, 402, 423, 463, 467, 558, 574, 605, 615, 630, 640, 650, 721, 803, 901, 921, 924, 937, 950, 952, 954, 983, RIBS 1, RIBS 2, RIBS 3, RIBS 4 and RIBS 5



Need a SmarTrip® card? Need to add value to the one you have?

Visit a Connector Store today!

With six convenient locations throughout Fairfax County, the **Connector Stores** are your one-stop shop for the many different traveling options in the Northern Virginia region.

Stop in today to purchase a new SmarTrip card or to add value to the one you already have. You can also purchase fare media for use on regional partners' buses and Virginia Railway Express (VRE) trains.

The friendly and knowledgeable staff at the Connector Stores can also assist in planning efficient travel itineraries—**free of charge**—for commuters, tourists, or residents.

Connector Stores can also provide information about ridesharing, HOV and Express Lanes as well as sales of E-ZPass®.

Locations & Hours

Franconia-Springfield Metro Station
6880 Frontier Drive, Springfield, VA 22150
Monday – Friday: 6:30 a.m. – 7 p.m.



Hemdon Metro Station
12530 Sunnyside Valley Drive, Herndon, VA 20171
Monday, Tuesday, and Thursday: 6:30 a.m. – 10:30 a.m. and 3 p.m. – 7 p.m.

Reston Town Center Transit Station
12051 Bluemont Way, Reston, VA 20190
Monday – Friday: 6:30 a.m. – 7 p.m.

Stringfellow Road Park & Ride
4920 Stringfellow Road, Centreville, VA 20120
Monday, Tuesday, and Thursday: 6:30 a.m. – 10:30 a.m. and 3 p.m. – 7 p.m.

Tysons-West*Park Transit Station
8300 Jones Branch Drive, McLean, VA 22102
Monday, Tuesday, and Thursday: 6:30 a.m. – 10:30 a.m. and 3 p.m. – 7 p.m.

Whehle-Reston East Metro Station
11389 Reston Station Boulevard, Reston, VA 20190
Monday – Friday: 6:30 a.m. – 7 p.m.

Cash, credit, and debit cards accepted at all locations. Connector Stores are closed on most major holidays.

Fares, Policies & General Information

Tarifas, Políticas, e Información General

Effective May 1, 2023
Inicio: 1 de mayo de 2023



For more information & detailed bus schedules

Para más información y horarios de buses detallados

Go to fairfaxconnector.com

703-339-7200 TTY 703-339-1608



Fairfax County Department of Transportation (DCO) is an equal opportunity employer. All programs and services are available without regard to race, color, sex, age, religion, national origin, marital status, sexual orientation, gender identity, or disability. For more information on all alternative forms, contact ETC@DCO at 703.677.5099, TTY 711. PPG-23_01

Fares, Transfers, and Passes

SmarTrip® Card and Other Fare Media

Please have your fare media (SmarTrip® card, cash, pass, or coupon) ready. Exact fare is required when paying cash, pennies are not accepted. Drivers do not carry cash and are unable to make change. Please swipe your SmarTrip card separately from other electronic-readable media to avoid malfunctions and misreads. Select fare media may be purchased at any of our six Connector Store locations throughout Fairfax County.

There's a new way to pay with the SmarTrip mobile app!

Instantly add funds, buy money-saving passes, check balances, set up Auto Reload, and manage SmartBenefits from your employer all from the palm of your hand. Visit wmata.com to learn how to get started today.

Transfers

All transfers are electronic and managed through your SmarTrip card. Transfers using a SmarTrip card are valid for making unlimited bus-to-bus transfers within two (2) hours of the first boarding. When transferring from a Fairfax Connector bus to Metrorail, the cost of your bus fare will be discounted from your rail fare up to \$2.00. When transferring from Metrorail to a Fairfax Connector bus, your bus fare will be free up to \$2.00. Additional fare may be required when transferring. See FARE CHART for details.

Seniors and People with Disabilities

Customers who are age 65 years and older automatically qualify for reduced fares when using a Senior SmarTrip® card or by showing a valid government issued photo ID with proof of age when paying cash. Senior SmarTrip cards can be purchased at any Connector Store for \$2.00 with proof of age and completing a registration form.

Customers who are under age 65 and receive Medicare are eligible for a Reduced Fare SmarTrip® photo ID card. For information on how to obtain a Reduced Fare SmarTrip photo ID card call **202-962-2700, TTY 202-628-8973** or visit wmata.com.

MetroAccess Participants

Participants in the MetroAccess program and one companion acting as a Personal Care Assistant (PCA) may ride **FREE** (on any route) with a valid MetroAccess ID. For more information call **301-562-5360, TTY 301-588-7535** or visit wmata.com.

Free Student Bus Pass

All Fairfax County High School and Middle School students residing in Fairfax County are eligible for a **Free Student Bus Pass**. The pass can be used on all Fairfax Connector buses, daily, from 5:00 a.m. to 10:00 p.m. For more information on obtaining a student pass, visit fairfaxconnector.com.

Fares – May 1, 2023

FARE TYPE	FARE MEDIA	COST	SENIORS & PEOPLE WITH DISABILITIES
Base Fare			
Regular Routes	SmarTrip® or Cash	\$2.00	\$1.00
Express & Other Fares			
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip® or Cash	\$4.25	\$2.10
350, 423 & 424	SmarTrip® or Cash	\$0.50	\$0.50
480 Wolf Trap Express (Fare is round trip)	SmarTrip® or Cash	\$5.00	\$5.00
599	SmarTrip® or Cash	\$4.25 (plus tax and handling)	\$3.75
Metrorail-to-Bus Transfer			
Regular Routes	SmarTrip®	FREE	FREE
	Cash	\$2.00	\$1.00
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip®	\$2.25	\$0.10
	Cash	\$4.25	\$2.10
350 (TAGS), 423 & 424	SmarTrip®	FREE	FREE
	Cash	\$0.50	\$0.50
480 Wolf Trap Express (Fare is round trip)	SmarTrip®	\$3.00	\$3.00
	Cash	\$5.00	\$5.00
599	SmarTrip® or Cash	\$4.25	\$3.75
Bus-to-Bus Transfer (Costs based on transfer from Regular Routes)			
Regular Routes	SmarTrip®	FREE up to 2 hours	FREE up to 2 hours
	Cash	\$2.00	\$1.00
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip®	\$2.25	\$1.10
	Cash	\$4.25	\$2.10
350, 423 & 424	SmarTrip®	FREE up to 2 hours	FREE up to 2 hours
	Cash	\$0.50	\$0.50
480 Wolf Trap Express (Fare is round trip)	SmarTrip® or Cash	\$5.00	\$5.00
	SmarTrip® or Cash	\$4.25	\$3.75

FARE TYPE	FARE MEDIA	COST
Children		
Children 12 and under traveling with an adult paying full fare.	N/A	FREE
Students		
Fairfax County students 7th - 12th grade, with valid Free Student Bus Pass traveling between the hours of 5:00 am to 10:00 pm.	Free Student Bus Pass	FREE
Students without valid Free Student Bus Pass or traveling outside the hours of 5:00 am to 10:00 pm.	SmarTrip® or Cash	Full Fare

BE SMART. BE SAFE. BE SEEN.

Pedestrian Safety Tips

- Always **BE SEEN** — make yourself visible to drivers and bus operators. Make eye contact with drivers before crossing in front of a vehicle.
- Use sidewalks, crosswalks, and pedestrian signals wherever available.
- No sidewalks? Walk on the shoulder facing oncoming traffic.
- After exiting a bus, wait until it leaves and traffic clears before crossing the street. Avoid crossing the street in front of a stopped bus.
- Consider putting on light-colored or reflective materials in the early morning and at night.
- Use a flashlight to walk safely in the dark and to signal bus operators.
- BE SAFE** — avoid distractions from electronic devices or headphones, especially near transit centers.



Contact Fairfax Connector

For general inquiries; to offer a suggestion; to file a compliment or complaint; or report a lost item, please contact Fairfax Connector.

fairfaxconnector.com

fairfaxconnector@fairfaxcounty.gov

Fairfax Connector Information Center
703-339-7200 • TTY 703-339-1608

Monday – Friday: 5 a.m. – 10 p.m.
Saturday – Sunday: 7 a.m. – 9 p.m.
(Closed on most observed holidays)

[fairfaxconnector](https://www.facebook.com/fairfaxconnector)

[@ffxconnector](https://twitter.com/ffxconnector)

Face coverings encouraged

Keep your nose and mouth covered on buses, trains, and in stations.



Your safety is our priority. If you...

SEE Something, SAY Something.™

Report unattended bags and unusual behavior to police or transit personnel.

1-877-4VA-TIPS
(1-877-482-8477)

For imminent threats call 911.

Information in this publication is accurate as of the time of printing. Please visit fairfaxconnector.com for the most up-to-date information.

FARES SUBJECT TO CHANGE WITHOUT NOTICE

Pautas para el pasajero

- ▶ Fumar, comer, beber, y arrojar basura está estrictamente prohibido en los buses.
- ▶ Fumar en las paradas de bus está prohibido. (Ordenanza del Condado 544-1-2.1)
- ▶ Audífonos son requeridos cuando se utilizan dispositivos de audio o de video.
- ▶ Los coches de bebé deben ser doblados.
- ▶ Los animales de servicio son permitidos. Otros animales pequeños deben llevarse en transportadores cerrados.

Título VI del Acta de Derechos Civiles de 1964

El Departamento de Transporte del Condado de Fairfax y Fairfax Connector operan programas y servicios sin distinción de raza, color, ni origen de acuerdo al Título VI del Acta de Derechos Civiles. Para más información sobre el programa de derechos civiles del Departamento de Transporte del Condado de Fairfax y Fairfax Connector y los procedimientos para presentar una queja, por favor contactar por teléfono a **703-339-7200, TTY 703-339-1608**; por correo electrónico a fairfaxconnector@fairfaxcounty.gov, o en persona en la oficina administrativa del departamento ubicado en **4050 Legato Road, 4th Floor, Fairfax, VA 22033**.

Cualquier persona que crea que él o ella han sido agraviados por alguna práctica discriminatoria e ilegal bajo el Título IV, podrá presentar una queja en la Oficina de Derechos Humanos y Programas de Equidad dentro de los 180 días de la fecha de la presunta discriminación. La Oficina de Derechos Humanos y Programas de Equidad está localizada en 12000 Government Center Parkway, Suite 318, Fairfax, Virginia 22035. Para mayor información acerca de los procedimientos para presentar una queja, contactar por teléfono a **703-324-2953, TTY 711**, por fax **703-324-3570**; o visite fairfaxcounty.gov/ohrep/epd/. Quejas pueden ser enviadas a:

Oficina de Derechos Humanos y Programas de Equidad del Condado de Fairfax
12000 Government Center Parkway, Suite 318
Fairfax, VA 22035

Una queja puede ser también presentada directamente a la Administración de Tránsito Federal en la Oficina de Derechos Civiles:

Oficina de Derechos Civiles, Administración de Tránsito Federal.
Atención. Coordinador del programa de Título IV
East Building, 5th Floor-TCR
1200 New Jersey Avenue, SE
Washington, DC 20590



TOMA CONTROL DE TU VIAJE DIARIO

Fairfax Connector **BusTracker** usa la tecnología global positioning system (GPS) para proveer información en tiempo real sobre los tiempos de llegada y ubicación de los buses. Usando tu smart phone, tablet, o computadora, serás capaz de descubrir los horarios de llegada estimada de tu bus.

- La cuadrícula de "Tiempos de Llegada Estimados" provee tiempos de llegada aproximados cuando seleccione una ruta, dirección, y una parada, o ingresando el ID único de la parada.
- La propiedad "Bus Location Map" te permite monitorear los buses en tiempo real al seleccionar hasta 5 rutas o seleccionando una parada específica.
- También puede recibir tiempos de llegada estimados para una parada de bus específica vía mensaje de texto. Simplemente encuentre el ID único de la parada localizada en la señal de la parada de bus y escriba "FFX" y ese ID único de la parada al **41411**. (Asegúrese de dejar un espacio entre "FFX" y el ID de parada única.)

Fairfax Connector **BusTracker** le da la opción de crear una cuenta para que se registre para notificaciones en tiempo real y recibir emails o mensajes de texto acerca de su bus en tiempos específicos, paradas y rutas. **Visite fairfaxconnector.com y use BusTracker hoy!**

Servicio Durante el Clima Inclemente

Durante los eventos del clima inclemente, el servicio a través del sistema del Fairfax Connector puede ser impactado. Para información operacional actualizada:

- Regístrese para notificaciones de texto y correo electrónico y para revisar las alertas usando **BusTracker**
- Revisar Noticias locales de TV y radio
- Llamar al Fairfax Connector Information Center

Servicio de Feriado de 2023

Feriado	Servicio Programado
Día de Año Nuevo (Observado) (Lunes, 2 de Enero, 2023)	Domingo
Martin Luther King, Jr. Day	Feriado en día de Semana
George Washington's Day	Feriado en día de Semana
Memorial Day	Domingo
Juneteenth (Observado) (Lunes, 19 de Junio, 2023)	Feriado en día de Semana
Día de la Independencia	Sábado
Día del Trabajo	Domingo
Columbus Day/ Indigenous Peoples' Day	Feriado en día de Semana
Veterans Day	Feriado en día de Semana
Thanksgiving Day	Domingo
Day after Thanksgiving	Feriado en día de Semana
Christmas Day (Observado) (Lunes, 25 de Diciembre, 2022)	Domingo
New Year's Day (Lunes, 1 de Enero, 2024)	Domingo

Horario del Feriado en día de Semana

Todas las rutas operan el servicio regular de día de semana **excepto**:

- Rutas 231, 232, 335, 393, 394, 395, 396, 432, 461, 494, 495, 599, 624, 634, 697, 698, 699, 715, 722, 724, 834, y 835, los cuales **NO operarán en lo absoluto.**

Horario de Sábado

Si la ruta no está en la lista es porque no opera los Sábados.

- Las Rutas que operan los Sábados son: 101, 109, 151, 152, 161, 162, 171, 308, 310, 321, 322, 371, 401, 402, 423, 424, 463, 467, 558, 574, 605, 615, 630, 640, 650, 703, 721, 803, 901, 921, 924, 937, 950, 952, 954, 983, RIBS 1, RIBS 2, RIBS 3, RIBS 4 y RIBS 5.

Horario de Domingo

Si la ruta no está en la lista es porque no opera los Domingos.

- Las Rutas que operan los Domingos son: 101, 109, 151, 152, 161, 162, 171, 310, 321, 322, 371, 401, 402, 423, 463, 467, 558, 574, 605, 615, 630, 640, 650, 721, 803, 901, 921, 924, 937, 950, 952, 954, 983, RIBS 1, RIBS 2, RIBS 3, RIBS 4 y RIBS 5.



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6880 Fronter Drive, Springfield, VA 22150
Lunes - Viernes: 6:30 a.m. - 7 p.m.

Herndon Metro Station

12530 Sunrise Valley Drive, Herndon, VA 20171
Lunes, Martes, y Jueves: 6:30 a.m. - 10:30 a.m. y 3 p.m. - 7 p.m.

Reston Town Center Transit Station

12051 Bluemont Way, Reston, VA 20190
Lunes - Viernes: 6:30 a.m. - 7 p.m.

Stringfellow Road Park & Ride

4920 Stringfellow Road, Centreville, VA 20120
Lunes, Martes, y Jueves: 6:30 a.m. - 10:30 a.m. y 3 p.m. - 7 p.m.

Tysons-West* Park Transit Station

8300 Jones Branch Drive, McLean, VA 22102
Lunes, Martes, y Jueves: 6:30 a.m. - 10:30 a.m. y 3 p.m. - 7 p.m.

Wiehle-Reston East Metro Station

11389 Reston Station Boulevard, Reston, VA 20190
Lunes - Viernes: 6:30 a.m. - 7 p.m.

Efectivo, crédito, y tarjetas de débito aceptadas en todas las locaciones. Las Tiendas de Connector Stores están cerradas en la mayoría de feriados.

Tarifas, Políticas, e Información General

Inicio: 1 de mayo de 2023



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Tarifas, Transferencias, y Pases

Tarjeta SmarTrip® y otros medios tarifarios

Por favor, tenga su medio tarifario (SmarTrip® efectivo, pase, o cupón) disponible. La tarifa exacta es requerida cuando se paga con efectivo; los centavos no son aceptados. Los conductores no llevan efectivo consigo y no podrán darle vuelto. Por favor, pase su SmarTrip card por separado de otra forma de lectura electrónica para evitar mal funcionamiento o lecturas erradas. Seleccionados medios tarifarios pueden ser adquiridos en cualquiera de las seis Tiendas de Connector ubicadas en el Condado de Fairfax.

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Transferencias

Todas las transferencias son electrónicas y administradas a través de su SmarTrip card. Las transferencias usando una SmarTrip son válidas para hacer transferencias ilimitadas de bus a bus dentro de las dos horas del primer abordaje. Cuando se transfiere de un bus de Fairfax Connector al Metrorail, el costo de su pasaje de bus será descontado de su pasaje de tren hasta por \$2.00. Cuando se transfiere de Metrorail a un bus de Fairfax Connector, la tarifa del bus es gratuita hasta por \$2.00. Una tarifa adicional puede ser requerida cuando se transfiere. Ver el CUADRO DE TARIFAS para detalles.

Personas mayores y personas con discapacidad

Los clientes de 65 años o más califican automáticamente para tarifas reducidas usando una tarjeta Senior SmarTrip® o mostrando un ID, emitido por el gobierno con foto que evidencie su edad, cuando pague con efectivo. Las tarjetas Senior SmarTrip pueden ser adquiridas en cualquier Tienda de Connector por \$2.00 con evidencia de edad y completando el formato de registro.

Los clientes menores de 65 años que reciben ayuda de Medicare son elegibles para una tarifa reducida de la tarjeta SmarTrip® que incluye su fotografía. Para información de cómo obtener este tipo de tarjeta, por favor, llamar a: **202-962-2700, TTY 202-628-8973** o visite wmata.com.

Participantes de MetroAccess

Los participantes del programa de MetroAccess y un acompañante que sea Asistente de Cuidado Personal (PCA) puede viajar GRATIS (en cualquier ruta) con un ID de MetroAccess válido. Para mayor información, llamar a: **301-562-5360, TTY 301-588-7535** o visite wmata.com.

Pases gratuitos de Bus para estudiantes

Todos los estudiantes de High School y Middle School del Condado de Fairfax y que residan en el Condado de Fairfax son elegibles para recibir un Free Student Bus Pass. La tarjeta les permite viajar gratuitamente en todas las rutas de Fairfax Connector, todos los días, de 5:00 a.m. a 10:00 p.m. Para mayor información sobre cómo obtener su student pass, visite fairfaxconnector.com.

Tarifas – 1 de mayo de 2023

TIPO DE TARIFA	TIPO DE PAGO DE TARIFA	COSTO	PERSONAS MAYORES & PERSONAS CON DISCAPACIDAD
Tarifa Básica			
Rutas Regulares	SmarTrip® o Efectivo	\$2.00	\$1.00
Expreso y otras tarifas			
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip® o Efectivo	\$4.25	\$2.10
350, 423 & 424	SmarTrip® o Efectivo	\$0.50	\$0.50
480 Wolf Trap Express (Tarifa de ida y vuelta)	SmarTrip® o Efectivo	\$5.00	\$5.00
599	SmarTrip® o Efectivo	\$4.25 (base) + \$0.50 (por hora)	\$3.75
Transferencia de Metrorail a Bus			
Rutas Regulares	SmarTrip®	GRATIS	GRATIS
	Efectivo	\$2.00	\$1.00
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip®	\$2.25	\$0.10
	Efectivo	\$4.25	\$2.10
350(TAGS), 423 & 424	SmarTrip®	GRATIS	GRATIS
	Efectivo	\$0.50	\$0.50
480 Wolf Trap Express (Tarifa de ida y vuelta)	SmarTrip®	\$3.00	\$3.00
	Efectivo	\$5.00	\$5.00
599	SmarTrip® o Efectivo	\$4.25	\$3.75
Transferencia de Bus a Bus (Los costos basados en transferencias de Rutas Regulares)			
Rutas Regulares	SmarTrip®	GRATIS hasta por 2 horas	GRATIS hasta por 2 horas
	Efectivo	\$2.00	\$1.00
393, 394, 395, 396, 697, 698, 699 & 835	SmarTrip®	\$2.25	\$1.10
	Efectivo	\$4.25	\$2.10
350, 423 & 424	SmarTrip®	GRATIS hasta por 2 horas	GRATIS hasta por 2 horas
	Efectivo	\$0.50	\$0.50
480 Wolf Trap Express (Tarifa de ida y vuelta)	SmarTrip® o Efectivo	\$5.00	\$5.00

TIPO DE TARIFA	TIPO DE PAGO DE TARIFA	COSTO
Niños		
Niños menores de 12 años Viajar con un adulto que paga la tarifa completa	N/A	GRATIS
Estudiantes		
Los estudiantes del Condado de Fairfax de los grados 7th - 12th, con una tarjeta válida de Free Student Bus Pass viajando entre las 5:00 am a 10:00 pm.	Free Student Bus Pass	GRATIS
Los estudiantes sin Free Student Bus Pass viajando en horas diferentes al periodo de 5:00 am a 10:00 pm.	SmarTrip® o Efectivo	Tarifa Completa

BE SMART. BE SAFE. BE SEEN.

Consejos de Seguridad para Peatones

- ◆ Siempre **SEA VISTO** — permanezca visible a los operadores del bus. Haga contacto visual con los conductores antes de cruzar frente a un vehículo.
- ◆ Use la acera, el cruce peatonal, y las señales para peatones.
- ◆ ¿No hay aceras? Camine seguro y mirando al tráfico en sentido contrario a usted.
- ◆ Después de bajar del bus, espere hasta que el bus se aleje y no haya tráfico antes de cruzar la calle. Evite cruzar la calle frente a un bus detenido.
- ◆ Considere vestir ropa clara o que contenga elementos reflectantes muy temprano en las mañanas o en la noche.
- ◆ Use una linterna para caminar con seguridad en la oscuridad y visibilizarse a los operadores del bus.
- ◆ **ESTÉ SEGURO** — evite distracciones de dispositivos electrónicos o auriculares, especialmente cerca a centros de tránsito.



Contactar a Fairfax Connector

Para consultas en general; ofrecer sugerencias; presentar una queja o hacer un cumplido; o reportar pertenencias extraviadas, por favor contactar a Fairfax Connector.

fairfaxconnector.com

fairfaxconnector@fairfaxcounty.gov

Centro de Información de Fairfax Connector
703-339-7200 • TTY 703-339-1608

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Sábado - Domingo: 7 a.m. - 9 p.m.
(Cerrado en la mayoría de feriados observados)

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TARIFAS SUJETAS A CAMBIO SIN AVISO PREVIO

Public Comments Summary

The following is a public comments summary regarding the fare policy change proposed for implementation on May 1, 2023. The public comments were derived from email, mail, and social media. Staff tracked a total of twenty “likes” on Fairfax Connector’s Facebook page. The one written response shown below was collected by email.

Email Comment

Route(s)	Comment	Summary Response
System-Wide	The proposed changes should be implemented. I recall growing up in Montgomery County. Being able to take local bus service when my parents needed to take two-three buses to doctors or specialist appointments. That adds up if you’re waiting at a stop. A minor criticism is that the proposal should be more in line with Montgomery and PG where kids under 18 ride free. That does not detract that this proposal does a lot of good for those that use FFX Connector. I look forward to future updates as it goes through the process.	With the County’s student pass program, any middle school or high school student can ride for free. Combined with the fare policy change, children under the age of 18 will be able to ride the Connector for free.

Title VI Fare Equity Analysis Proposed Winter 2023 Fairfax Connector Systemwide Fare Elimination

Summary of Analysis Results

This analysis finds the implementation of the proposed fare elimination is consistent with Federal Transit Administration (FTA) and Fairfax County Title VI guidelines, and there is a substantial legitimate justification for the proposed fare elimination. Expanding fare free service to children ages 12 and younger fills in a gap in Fairfax Connector's current fare policy, where children age four and younger can ride the Fairfax Connector service for free and children age 12 and older can apply for a student pass/card which grants them fare free service. Additionally, the service equity analysis shows there is no disparate impact (DI) or disproportionate burden (DB) on minority and low-income communities, respectively. Minority and low-income communities in Fairfax County are likely to benefit more from the fare elimination than non-minority and non-low-income communities.

Introduction and Title VI Program Elements

This analysis by the Fairfax County Department of Transportation (FCDOT) identifies if eliminating fares on all Fairfax Connector routes for children age 12 and younger will have a DI or DB, pursuant to the Fairfax County Title VI Program requirements for fare adjustment as mandated by the FTA *Circular C-4702. 1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*.

A reduction of fare is considered a non-adverse service change. Based on Fairfax County Title VI policy, any change that benefits non-minority or non-low-income riders by more than 10% when compared to the system-wide characteristics would be considered a DI or DB on minority or low-income riders, respectively.

A *major service change* occurs when an individual route would increase or decrease 25% or more in either daily revenue service hours, revenue service miles, or both.

A *disparate impact* occurs when the difference between minority riders and non-minority riders affected by a proposed service change or fare change is 10% or greater.

A *disproportionate burden* occurs when the difference between low-income riders and non-low-income riders affected by a proposed service change or fare change is 10% or greater.

The current fare structure allows up to two children ages four and under to ride for free when traveling with an adult paying full fare. Fairfax County students in grades 7 to 12 can apply for a Free Student Bus Pass which allows them to ride the Fairfax Connector service for free between the hours of 5:00 a.m. and 10:00 p.m. This leaves children between the ages of five and 12 responsible for paying the \$2.00 full-price standard fare when using the Fairfax Connector service. This analysis assesses the impact of expanding fare free service for all Fairfax Connector routes to all children ages 12 and younger when accompanied by a paying adult, without a limit on the number of children. The fare elimination is expected to be implemented in the Spring 2023.

Background, Methodology, and Data Sources

The proposed fare elimination will be applied to all Fairfax Connector routes for children ages 12 and younger, when accompanied by a fare paying adult. The DI / DB analysis focuses on children between and including the ages of five and 12, since children ages four and younger already receive free fares. 2019 Fairfax Connector onboard survey data was the primary source used to identify whether a DI and/or DB exist as a result of the proposed fare elimination. Further verification of DI and/or DB was performed using 2021 American Community Survey (ACS) five-year estimate data to supplement any potential gap in affected population age range.

Survey Data

FCDOT conducted a system-wide onboard rider survey in 2019. The data was used in a route-level ridership socioeconomic analysis pertaining to rider fare type, income, and minority status. A data expansion factor was applied to the 2019 survey results to expand the data to represent total ridership. Complete methodology for the expansion is described in the 2019 *Fairfax Connector Origin Destination Survey Full Report*.

ACS / Census Data

ACS and US Census Data were accessed from the United States Census Bureau's data page: <https://data.census.gov/all>. The ACS data was accessed for the minority and low-income populations for Fairfax County. The following data and statistics were used:

- 2021 ACS 5-Year Estimates Detailed Tables
- Minority Data
 - Table ID: B01001 Sex by Age
 - Population of Fairfax County
 - Population of Fairfax County of children five to 14 years old
 - Table ID: B01001h Sex by Age (White Alone, Not Hispanic or Latino)
 - Minority population of Fairfax County
 - Minority population of Fairfax County of children five to 14 years old
- Low Income Data
 - Table ID: B17024 Age by Ratio of Income to Poverty Level in the Past 12 Months
 - Low-income population of Fairfax County, income to poverty level Ratio 1.99 and below
 - Low-income population of children six to 11 years old, income to poverty ratio 1.99 and below

In Fairfax County's Title VI Program, minority riders are defined as any person identifying themselves as Hispanic or Latino and/or indicating a race other than white on the survey. Based on the 2021 ACS five-year estimates, Fairfax County has a total population of 1,146,825. The County also has a white-only (not Hispanic or Latino) population of 565,384 and a non-white (minority) population of 581,440. As such, the County is estimated to have a minority percentage of 50.7% for the purpose of this analysis.

Fairfax County's Department of Housing and Community Development defines low-income households as households where the total income is less than 50% of the

Metropolitan Statistical Area (MSA) median household income, adjusted for family size. In keeping with that definition, FCDOT used the Federal Housing and Urban Development (HUD) Fair Market Rents (FMR) income limits to determine the median household income for the Washington – Arlington – Alexandria FMR metropolitan area, which includes Fairfax County. For 2021, the median household income for the area was \$129,000; therefore, 50% of that income is \$64,500. Considering an estimated annual 3% inflation (reducing the income threshold to approximately \$60,700 in 2019 dollars) and for the purpose of this analysis, riders who have a household income of \$60,000 or less are considered low-income.

Equity Analysis Results

System-Wide Survey Statistics

Using the 2019 Fairfax Connector onboard survey, FCDOT determined system-wide statistics with which the fare elimination could be compared based on survey responses. A total of 3,672 responses were recorded for the 2019 survey. A total of 3,429 respondents indicated their race, with approximately 32.8% non-minority and 67.2% non-white. A total of 2,181 respondents indicated their income, with approximately 34.3% non-low-income and 65.7% low-income. Four respondents were younger than 16 years old and did not use a student pass/card to pay for their bus trip.

Disparate Impact

Table 1 indicates the minority and non-minority proportions of riders system-wide and younger than 16 years old. The difference in number of riders impacted by the fare elimination is 6.47% higher for non-minority riders compared to minority riders, which is less than Fairfax County’s Title VI policy’s guideline of 10%. Thus, the proposed fare elimination will not have a DI on minority riders.

Table 1: Disparate Impact Comparison

	Standard Fare
System-wide	
Minority	67.08%
Non-minority	32.92%
<i>Total</i>	<i>100.00%</i>
Riders younger than 16 years old	
Minority	60.62%
Non-minority	39.38%
<i>Total</i>	<i>100.00%</i>
Comparison	
Difference	-6.47%
Disparate Impact	No

Disproportionate Burden

Table 2 indicates the low-income and non-low-income proportions of riders system-wide and younger than 16 years old. The difference in number of riders impacted by the fare elimination is 33.96% higher for low-income riders compared to non-low-income riders. Thus, the proposed fare elimination will not have a DB on low-income riders.

Table 2: Disproportionate Burden Comparison

	Standard Fare
System-wide	
Low-income	66.04%
Non-low-income	33.96%
<i>Total</i>	<i>100.00%</i>
Riders younger than 16 years old	
Low-income	100.00%
Non-low-income	0.00%
<i>Total</i>	<i>100.00%</i>
Comparison	
Difference	33.96%
Disproportionate Burden	No

ACS / Census Data

The DI/DB analysis was also performed using 2021 ACS five-year estimate data. Given the available age categories used in the ACS data, the minority population was age five to 14, while the low-income population was age six to 11 with income to poverty level ratios 1.99 and lower.

Disparate Impact

Table 3 indicates the minority populations county-wide and age five to 14. The difference in number of persons impacted by the fare elimination is 6.6% higher for minority children ages five to 14 compared to the minority population county-wide. Thus, the proposed fare elimination will not have a DI on minority populations.

Table 3: Disparate Impact Comparison¹

	Service Area Population
County-Wide	
Population	1,146,825
Minority Population	581,229
<i>Percent Minority</i>	<i>50.7%</i>
County Population Between Ages 5 and 14	
Population	151,849
Minority Population	86,994
<i>Percent Minority</i>	<i>57.3%</i>
Comparison	
Difference	6.6%
Disparate Impact	No

Disproportionate Burden

Table 4 indicates the low-income populations county-wide and age six to 11. The difference in number of riders impacted by the fare elimination is 5.2% higher for low-income children ages six to 11 compared to the low-income population county-wide. Thus, the proposed fare elimination will not have a DB on low-income populations.

¹ ACS 5-year estimate data table B01001 "Sex by Age" and B01001h "Sex by Age (White Alone, Not Hispanic or Latino)" were used to calculate Fairfax County's minority population affected by the proposed fare elimination for children up to 11 years old.

Table 4: Disproportionate Burden Comparison²

	Service Area Population
County-Wide	
Population	1,137,354
Low-income Population	162,928
<i>Percent Low-income</i>	14.3%
Children ages 6 to 11 years	
Population	89,504
Low-income Population	17,415
<i>Percent Low-income</i>	19.5%
Difference	5.2%
Disproportionate Burden	No

Discussion of Alternatives and Mitigation

As there is no DI on minority riders or DB on low-income riders, no alternative methods or mitigation efforts are needed.

Conclusion

The analysis indicates the proposed fare elimination for children ages 12 and younger will not have a DI on minority riders or a DB on low-income riders based on the 2019 survey data and 2021 ACS five-year estimate data.

² ACS 5-year estimate data table B17024 "Age by Ratio of Income to Poverty Level in the Past 12 Months" was used to calculate Fairfax County residents considered to be low-income.

Board Agenda item
April 11, 2023

ACTION - 4

Adoption of a Resolution Approving the Issuance of Industrial Development Authority Health Care Revenue Bonds (Inova Health System Project) Series 2023

ISSUE:

Board adoption of a resolution approving the issuance by the Industrial Development Authority (“IDA”) of Fairfax County of its Health Care Revenue Bonds (Inova Health System Project) Series 2023 (the “Bonds”), in multiple series to be issued from time to time for the purpose of funding outstanding indebtedness and for the financing and refinancing of new projects in Fairfax County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors of Fairfax County, Virginia (the “Board”) approve the issuance of the Bonds by adopting the resolution that is set forth in substantially final form as Attachment 1 (the “County Resolution”).

TIMING:

Board action is requested on April 11, 2023, so that Inova Health System Foundation and its affiliates (“Inova”) may proceed to sell and close the Bonds to take advantage of current market conditions, which are subject to risks associated with economic and other factors.

BACKGROUND:

In order for Inova to sell the Bonds, this action is required by the Ordinance adopted on October 28, 1974, by the Board of Supervisors of Fairfax County, Virginia (the “Ordinance”). Proceeds of the Bonds will be used by Inova to refund all or a portion of the IDA’s Health Care Revenue Bonds (Inova Health System Project), Series 2005A-1 (the “Series 2005A-1 Bonds”), and may be used to refund all or a portion of the IDA’s Health Care Revenue Bonds (Inova Health System Project), Series 2018B-2 (the “Series 2018B-2 Bonds and collectively with the Series 2005A-1 Bonds, the “Prior Bonds”). Inova may elect, in its discretion, to restructure certain provisions and remarket the Series 2018B-2 Bonds rather than refunding any Series 2018B-2 Bonds. Proceeds of the Bonds will also be applied to finance and refinance the cost of construction, renovation and equipping capital projects at the Inova Fairfax Medical Center Campus, the Inova Fair Oaks Campus and the Inova Mount Vernon Campus. The issuance of the Bonds and the actions with respect to the Prior Bonds are being taken by Inova to take advantage of the current interest rate environment and for management of its overall debt portfolio.

Board Agenda item
April 11, 2023

The Bonds may also support capitalized interest during construction, funding for a debt service reserve for the Bonds if in the opinion of Inova at the time of the sale of the Bonds a debt service reserve fund is warranted and paying all or a portion of the costs of issuance. The construction, renovation, and equipping projects to be financed with the Bonds include:

- a) at the Inova Fairfax Medical Center Campus, (i) the relocation of several hospital units, (ii) the renovation and repair of elevators and escalators, and (iii) the construction and renovation of ambulatory surgical facilities, laboratories, the Inova Heart and Vascular Care unit and other units and departments of the medical center;
- b) at the Inova Fair Oaks Campus, the renovation and replacement of air handling units;
- c) at the Inova Mt. Vernon Campus, (i) fitting out shell space for a new behavioral health unit, (ii) modernization of elevators, and (iii) a new air chiller system;
- d) at all of the above locations, additional routine or miscellaneous capital improvements, additions, renovations and equipment, including, but not limited to medical and information technology equipment.

Pursuant to the Ordinance, a copy of the resolution (the "IDA Resolution") adopted by the IDA earlier this month, constituting the recommendation of the IDA that the Board approve the issuance of the Bonds is submitted to the County (Attachment 2).

Upon adoption of the Resolution, the Chairman of the Board and the County Executive will be authorized to execute a letter evidencing the approval of the Board of the issuance of the Bonds. No further action will be required of the Board for the issuance of the Bonds.

FISCAL IMPACT:

As set forth in the Fiscal Impact Statement (Attachment 3 hereto), the issuance of the Bonds is expected to have no incremental economic fiscal impact. The Bonds will not constitute a debt obligation of the County or the Board and therefore there is no impact on the County's financial statements. The Bonds will be entirely supported by the revenues of Inova.

ENCLOSED DOCUMENTS:

Attachment 1 - County Resolution Approving the Issuance of the Bonds
Attachment 2 – IDA Resolution
Attachment 3 - Fiscal Impact Statement

Board Agenda item
April 11, 2023

STAFF:

Christina Jackson, Chief Financial Officer

Philip Hagen, Director, Department of Management and Budget

Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:

Emily Harwood Smith, Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia (the “Board”), held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, April 11, 2023, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, APPROVING, AMONG OTHER THINGS, A PLAN OF FINANCING AND THE ISSUANCE OF NOT EXCEEDING \$180,000,000 AGGREGATE PRINCIPAL AMOUNT OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT) SERIES 2023 AS FURTHER DESCRIBED BELOW TO BE ISSUED IN ONE OR MORE SERIES; AND DELEGATING CERTAIN POWERS TO THE COUNTY EXECUTIVE

WHEREAS, Fairfax County, Virginia (the “County”) is a political subdivision of the Commonwealth of Virginia exercising public and essential governmental functions pursuant to the Constitution and laws of the Commonwealth of Virginia; and

WHEREAS, on October 28, 1974, the Board adopted by ordinance (the “Ordinance”) an emergency amendment to the 1961 Code of the County of Fairfax, Virginia, as amended, providing a new Chapter 15F creating the Industrial Development Authority of Fairfax County, Virginia (the “Authority”), and appointing the initial members thereof and said Ordinance having been duly readopted on December 9, 1974, as required by law; and

WHEREAS, the Ordinance authorizes the Authority to exercise all the powers granted by the Industrial Development and Revenue Bond Act, being Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”), including the power to issue revenue bonds of the Authority for the purpose of providing funds to pay the cost of certain projects required or useful for health care purposes; and

WHEREAS, Inova Health Care Services (“Inova Health Care”) is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital located in Fairfax County, Virginia, Inova Alexandria Hospital located in the City of Alexandria, Virginia, and Inova Loudoun Hospital, located in Loudoun County, Virginia; and

HEREAS, Inova Health System Foundation (“Inova”) is the controlling member of Inova Health Care (collectively with Inova Health Care, the “Inova Obligated Group”); and

WHEREAS, the Authority has previously issued its Health Care Revenue Bonds (Inova Health System Project), Series 2005A-1 (the “Series 2005A-1 Bonds”) and its Health Care Revenue Bonds (Inova Health System Project), Series 2018B-2 (the “Series 2018B-2 Bonds”,

and together with the Series 2005A-1 Bonds, the “Prior Bonds”) for the benefit of the Inova Obligated Group bearing interest at either fixed rates or variable rates from time to time; and

WHEREAS, the Authority has, by resolution adopted on April 6, 2023 (the “Authority Resolution”), approved a plan of financing and refinancing (the “Plan of Financing”) which will entail the issuance by the Authority from time to time of one or more series of its revenue bonds (the “Bonds”) for the purpose of providing funds to undertake any or all of the following: (a) construct, renovate, upgrade and equip various new and existing facilities; (b) undertake the refunding, conversion or restructuring of all or any portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance a portion of interest accruing on the Bonds; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds (collectively, the “Project”); the Bonds shall be issued in an aggregate principal amount not to exceed \$180,000,000 (exclusive of amounts allocable to refunding or restructuring of the Series 2018B-2 Bonds) for the financing and refinancing of the Project and the refunding, conversion or restructuring of the Prior Bonds; Inova may elect in its discretion to restructure certain provisions and remarket the Series 2018B-2 Bonds rather than refund any Series 2018B-2 Bonds; and

WHEREAS, the Authority has delivered or caused to be delivered to the Board the following: (i) a reasonably detailed summary of the comments expressed at the public hearing held by the Authority in connection with the Plan of Financing, the issuance of the Bonds and the refunding, conversion or restructuring of the Prior Bonds; (ii) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act; and (iii) a copy of the Authority Resolution setting forth the recommendation of the Authority that the Board approve the Plan of Financing including the issuance of the Bonds; and

WHEREAS, the Board has determined that it is necessary at this time to approve the Plan of Financing, including the issuance of the Bonds, in an aggregate principal amount set forth above to promote the improvement of the health and living conditions of the people of the County and the Commonwealth of Virginia, improve health care and otherwise aid in improving the prosperity and welfare of the County and the Commonwealth of Virginia and its inhabitants;

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

Section 1. The Board hereby approves the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series in an aggregate principal amount not exceeding one hundred eighty million dollars (\$180,000,000) (exclusive of amounts allocable to the refunding or restructuring of the Series 2018B-2 Bonds) as described herein for the purpose of providing funds to (a) construct, renovate, upgrade and equip various new and existing facilities; (b) undertake the refunding, conversion or restructuring of all or any portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance a portion of interest accruing on the Bonds; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

Section 2. The Chairperson of the Board of Supervisors and the County Executive or his or her designee are hereby authorized and directed, on behalf of the Board, to take any and all actions necessary, including the execution of any documents, to carry out the Plan of Financing and to consummate the issuance and sale of the Bonds in conformity with the provisions of this resolution.

Section 3. The approval of the Plan of Financing and the issuance of the Bonds and the refunding, conversion or restructuring of all or any portion of the Prior Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act, does not constitute an endorsement to any prospective purchaser of the Bonds of the creditworthiness of Inova, or any of its affiliates, and, as required by the Act, the Bonds shall provide that neither the Commonwealth of Virginia, the County nor the Authority shall be obligated to pay the principal of, the redemption premium, if any, or the interest on the Bonds or other costs incident thereto except from the revenues and funds pledged therefor and neither the faith or credit nor the taxing power of the Commonwealth of Virginia, the County or the Authority shall be pledged thereto.

Section 4. The approval by the Board of the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series, from time to time, and the refunding, conversion or restructuring of all or a portion of the Prior Bonds as provided herein, does not constitute the granting of approval for purposes of, or the waiver or rights, or rights of approval, with respect to any other regulatory functions of the County concerning any of the facilities financed or refinanced with the proceeds of the Bonds that lie within the County, including but not limited to permits, zoning, and availability fees.

Section 5. This Resolution shall take effect immediately.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

SERIES RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, HEALTH CARE REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT), SERIES 2023 TO BE ISSUED IN ONE OR MORE SERIES, AND APPROVAL OF THE PLAN OF FINANCING

WHEREAS, the Industrial Development Authority of Fairfax County, Virginia (the “Authority”) is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”), to enter into loan agreements, contracts, deeds and other instruments for the purpose of financing or refinancing certain facilities, including medical facilities and other facilities owned and operated or used by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to the end that the Authority may protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia, and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Inova Health Care Services (“Inova Health Care”) is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital, Inova Fair Oaks Hospital and Inova Mount Vernon Hospital, located in Fairfax County, Virginia, Inova Alexandria Hospital, located in the City of Alexandria, Virginia, and Inova Loudoun Hospital, located in Loudoun County, Virginia; and

WHEREAS, Inova Health System Foundation (“Inova”) is the controlling member of Inova Health Care (collectively with Inova Health Care, the “Inova Obligated Group”); and

WHEREAS, the Authority has previously issued its Health Care Revenue Bonds (Inova Health System Project), Series 2005A-1 (the “Series 2005A-1 Bonds”) and its Health Care Revenue Bonds (Inova Health System Project), Series 2018B-2 (the “Series 2018B-2 Bonds”, and together with the Series 2005A-1 Bonds, the “Prior Bonds”) for the benefit of the Inova Obligated Group bearing interest at either fixed rates or variable rates from time to time; and

WHEREAS, the Authority has been requested to consider the approval of a plan of financing and refinancing (the “Plan of Financing”) which will entail the issuance by the Authority from time to time of one or more series of its Health Care Revenue Bonds (Inova Health System Project) Series 2023 (the “Bonds”) in an aggregate principal amount not exceeding \$180,000,000 for the purpose of providing funds to: (a) construct, renovate, upgrade and equip various new and existing facilities; (b) refund all or a portion of the Prior Bonds (exclusive of amounts allocable to the refunding or restructuring of the Series 2018B-2 Bonds); (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance a portion of interest

accruing on the Bonds; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds (collectively, the “Project”); Inova may elect in its discretion to restructure certain provisions and remarket the Series 2018B-2 Bonds rather than refund any Series 2018B-2 Bonds; and

WHEREAS, Inova has described the benefits of the Plan of Financing, including the pursuing of refinancing or otherwise restructuring or conversion of the Prior Bonds, and has requested that the Authority take action, including the issuance of revenue bonds under the Act in such amount or amounts as may be necessary to provide funds to undertake the Plan of Financing, including the financing and refinancing of the Project and the refunding, conversion or restructuring of the Prior Bonds; and

WHEREAS, the Board of Directors (the “Board”) of the Authority has determined that the Plan of Financing and the issuance of the Bonds, in one or more series from time to time, will accomplish the purposes of the Act and promote the safety, health, welfare, convenience and prosperity of the inhabitants of the Commonwealth of Virginia and Fairfax County and surrounding areas; and

WHEREAS, the Bonds may be issued in multiple series from time to time at either fixed interest rates or variable interest rates, as further described herein; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, is required under federal and state law to approve the Plan of Financing and the issuance of the Bonds by the Authority; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Bonds:

(a) one or more Contracts of Purchase (or Purchase Agreements, or documents of a similar name), including the Letter of Representations of the Inova Obligated Group attached thereto (collectively, the “Contract of Purchase”), by and between the Authority and Morgan Stanley & Co. LLC. (or a related entity), as the purchaser referred to in the Contract of Purchase (the “Purchaser”), relating to the Bonds;

(b) one or more Trust Agreements (collectively, the “Trust Agreement”), between the Authority and U.S. Bank Trust Company National Association, as Bond Trustee (the “Bond Trustee”), securing the Bonds; and

(c) one or more Loan Agreements (collectively, the “Loan Agreement”), between the Authority and Inova, relating to the Bonds.

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal and purchase price (if applicable) of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Bonds to finance and refinance the Project and refund, convert or restructure the Prior Bonds will

accomplish the public purposes set forth in the Act being the promotion of the health and welfare of the residents of Fairfax County, Virginia and surrounding areas, will be in the public interest and will be consistent with the purposes of the Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreement or the Loan Agreement.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby approves the Plan of Financing and hereby authorizes the issuance of the Bonds for the purpose of providing funds to (a) construct, renovate, upgrade and equip various new and existing facilities; (b) refund or restructure all or a portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance a portion of interest accruing on the Bonds; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

The Bonds shall be issued as fully registered bonds in denominations permitted by the provisions of the Trust Agreement. The Bonds shall be issuable in book-entry form, as provided in the Trust Agreement. The Bonds shall bear interest and be payable as provided in the Trust Agreement. Payments of principal of and interest on the Bonds shall be made by the Bond Trustee to the registered owners of the Bonds in such manner as is set forth in the Trust Agreement.

The Bonds are hereby authorized to be issued in multiple series from time to time bearing the series designation of the year of issuance and a letter designation to be established prior to or concurrently with the issuance thereof, and may be issued in fixed or variable rates of interest.

Section 3. The Bonds shall be subject to optional, extraordinary optional and mandatory redemption, and in the case of Bonds bearing interest at variable rates, optional and mandatory tender for purchase at the times, upon the terms and conditions, and at the prices set forth in the Trust Agreement.

Section 4. The Board hereby delegates to the Chairperson and Vice-Chairperson of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Bonds:

- (A) To determine the aggregate principal amount of the Bonds; the aggregate principal amount of all series of Bonds authorized hereunder for the purposes described in the preamble to this Series Resolution, not to exceed \$180,000,000 (exclusive of amounts allocable to the refunding or restructuring of the Series 2018B-2 Bonds) for the purpose described in the preamble to this Series Resolution;

(B) To determine the maturities and maturity amounts of, and the Sinking Fund Requirements for, the Bonds, no such maturity to extend beyond April 1, 2063;

(C) To approve the sale of the Bonds in accordance with the provisions of Section 9 of this Series Resolution, provided that the purchase price for the Bonds shall not be less than ninety-seven percent (97.00%) of the par amount of the Bonds; and

(D) To determine any other terms or provisions for the Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreement, the Loan Agreement, and the Contract of Purchase, pursuant to Sections 6 and 7, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairperson or Vice-Chairperson of the Authority pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Bonds shall be applied as provided in Section 2.07 of the Trust Agreement and in a closing certificate of the Authority.

Section 6. The forms, terms and provisions of the Trust Agreement and the Loan Agreement are hereby approved in all respects, and the Chairperson or Vice-Chairperson and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute and deliver the Trust Agreement and the Loan Agreement in substantially the forms presented to this meeting, together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary or appropriate, including but not limited to changes, modifications and deletions necessary to incorporate the final terms of the Bonds as shall be set forth in the Contract of Purchase; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Contract of Purchase are hereby approved in all respects, and the Chairperson or Vice-Chairperson of the Authority is hereby authorized and directed to execute and deliver the Contract of Purchase in substantially the form presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairperson or Vice-Chairperson, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The forms of the Bonds set forth in the Trust Agreement are hereby approved in all respects, and the Chairperson or Vice-Chairperson and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such forms of the Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Bonds in definitive form, which shall be in substantially the forms presented to this meeting together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent

with the Trust Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 9. The Authority hereby approves the award of the Bonds to the Purchaser at a price of not less than ninety-seven percent (97.00%) of the principal amount of the Bonds, subject to the approval thereof by the Chairperson of the Authority or, in his absence, the Vice-Chairperson of the Authority.

Section 10. Upon their execution in the forms and manner set forth in the Trust Agreement, the Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Bonds and the Bond Trustee shall deliver the Bonds to the Purchaser against payment therefor, subject to the provisions of Section 2.07 of the Trust Agreement.

Section 11. U.S. Bank Trust Company, National Association, Richmond, Virginia, is hereby appointed Bond Trustee for the Bonds.

Section 12. The Depository Trust Company, New York, New York is hereby appointed as the initial Securities Depository for the Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Bonds.

Section 13. Leigh Anne Arnold, Chairperson of the Authority, and Robert Surovell, Secretary of the Authority, are each hereby appointed an Authority Representative, with full power to carry out the duties set forth in the Trust Agreement and the Loan Agreement.

Section 14. The Chairperson, the Vice-Chairperson, the Secretary and any Assistant Secretary of the Authority alone or together are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments, including any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments to be entered into by the Authority in connection with the issuance of the Bonds and the redemption, restructuring, conversion, or purchase thereof and of the Prior Bonds, as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Trust Agreement, the Loan Agreement and the Contract of Purchase, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 15. The Authority hereby recommends that the Board of Supervisors of Fairfax County, Virginia (the "Board") approve the Plan of Financing and the issuance of the Bonds.

Section 16. The Chairperson or Vice-Chairperson and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to deliver to the Board (a) a reasonably detailed summary of the comments expressed at the public hearing held in connection with the Plan of Financing, including the issuance of the Bonds and the refunding, conversion or restructuring of the Prior Bonds, (b) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act and (c) a copy of this Series Resolution, which

constitutes the recommendation of the Authority that the Board approve the Plan of Financing including the issuance of the Bonds.

Section 17. All costs and expenses in connection with the refunding, conversion or restructuring of the Prior Bonds, including the fees and expenses of bond counsel, shall be paid from the proceeds of the Bonds to the extent permitted by law. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the Inova Obligated Group and that the Authority shall have no responsibility therefor.

Section 18. On the date hereof the Authority will hold a public hearing in connection with the Plan of Financing. The Authority hereby ratifies all actions in connection with the giving of notice for such hearing pursuant to Section 15.2-4906 of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 19. The Authority shall perform such other acts and adopt such further resolutions as may be required to implement its undertakings as hereinabove set forth.

Section 20. This Series Resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned officer of the Industrial Development Authority of Fairfax County, Virginia (the “Authority”) certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on April 6, 2023, in accordance with law, with a quorum present and acting throughout, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

Dated: April 6, 2023

Industrial Development Authority
of Fairfax County, Virginia

**FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING***

Date: April 11, 2023

To the Board of Supervisors
of Fairfax County, Virginia

Applicant: Inova Health System Foundation and Affiliates
Facility: Health Care Facilities in Fairfax County, Including Bonds Related to
Health Care Facilities in Fairfax County, Virginia

		Fairfax County
1.	Maximum amount of financing sought.	\$125,000,000*
2.	Estimated taxable value of the facility's real property to be constructed in the locality.	0
3.	Estimated real property tax per year using present tax rates.	0
4.	Estimated personal property tax per year using present tax rates.	0
5.	Estimated merchants' capital tax per year using present tax rates.	0
6.	(a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	\$66,698,985
	(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	\$2,472,987
	(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	\$139,970,579
	(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	\$4,469,066
7.	Estimated number of regular employees on year round basis.	
8.	Average annual salary per employee.	

Industrial Development Authority
of Fairfax County, Virginia

* A portion of the proposed bond financing re-finances previously financed projects and is therefore not included in this statement. Incremental economic fiscal impact is anticipated through spending on the new projects over 3 years at the average amount per year noted above.

Board Agenda Item
April 11, 2023

ACTION – 5

Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Chowan Avenue Stormwater Improvement Project (Mason District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement from the Virginia Resources Authority (VRA) that provides the County with \$1,200,000 for the design and construction of the Chowan Avenue Stormwater Improvement Project (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF).

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the Project. The table below summarizes the Project CFPF grant award funding:

Project/Study Title	Project/Study Estimate	CFPF Grant Award	County Matching Funds
Chowan Avenue Stormwater Improvement	\$2,000,000	\$1,200,000	\$800,000

TIMING:

Board approval is requested on April 11, 2023.

BACKGROUND:

The CFPF was “established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change”. DCR administers grants from the CFPF to local governments. On December 30, 2022, DCR approved \$15,399,200 from CFPF Grant Round 3 for four County flood mitigation projects: Tucker Avenue Neighborhood Stormwater Improvement (Dranesville District), Chowan Avenue Stormwater Improvement (Mason District), Tripps Run at Barrett Road Flood Mitigation (Mason District), and the County Regulated Floodplain Map Updates.

Board Agenda Item
April 11, 2023

Separate Grant Agreements were issued for each funded project by VRA. The Chowan Avenue Stormwater Improvement Project is included in the current Department of Public Works and Environmental Services Stormwater Business Area (DPWES Stormwater) Capital Improvements Projects plan, with design anticipated to begin immediately upon execution of the grant agreement.

Approval of the grant agreement for the Chowan Avenue Stormwater Improvement Project directly supports the Environment and Energy and Effective and Efficient Government Outcome Areas in the County's Strategic Plan. The grant will improve water quality to help meet Chesapeake Bay clean water requirements and the health of local waterways. The utilization of state grant funds in lieu of County funds allows the County to create a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the Chowan Avenue Stormwater Improvement Project, the attached grant agreement must be executed by the County and returned to DCR by May 1, 2023.

EQUITY IMPACT:

There is no adverse equity impact. The Project in Mason District is in a community with a "High" Vulnerability Index rating of 3. Residents near the Project area experience frequent flooding due to the overtopping of Chowan Avenue and 8th Street during storm events. The Project includes the design and construction of a new stormwater conveyance system, enhancements to existing infrastructure, and stabilization of a stream channel section using natural channel design methodology. The Project will mitigate residential flooding, improve stream ecology, address public safety, and advance resiliency. DPWES Stormwater is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match, or County funded portion, for the Project is \$800,000. Funding is currently available in Fund 40100, Stormwater Services, Project SD-000032, Emergency and Flood Response Projects for the County funded portion of this Project.

CREATION OF POSITIONS:

No positions will be created.

Board Agenda Item
April 11, 2023

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-
22-03-15

STAFF:

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental
Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Craig Carinci, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Matthew S. Wells
Director

Andrew W. Smith
Chief Deputy Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

January 31, 2023

Frank N. Stovall
Deputy Director
for Operations

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Laura Ellis
Deputy Director for
Administration and Finance

Bryan J. Hill, County Executive
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035
cexbryanhill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**
CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-15
Application Category: Projects that will result in hybrid solutions
Community Name: FAIRFAX COUNTY, CID: 515525
Primary Contact: Craig Carinci
Primary Contact Email Address: craig.carinci@fairfaxcounty.gov
CFPF Award Amount: \$1,200,000.00
Match Amount Required: \$800,000.00
Total Approved Project Cost: \$2,000,000.00

Dear Bryan J. Hill:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a Chowan Avenue Stormwater Improvement project and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Grant funding is approved conditioned on the approval of matching funds prior to the adoption of this grant agreement.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcr.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcr.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund

And

FAIRFAX COUNTY

Department of Conservation and Recreation

CFPF-22-03-15

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **February**, 2023 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2022 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means **FAIRFAX COUNTY, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **60%** of the demonstrated total cost of the Local Project or **\$1,200,000**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) **Projects that will result in hybrid solutions** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, 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 Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, 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. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-22-03-15**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dc.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **FAIRFAX COUNTY**
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attention: Bryan J. Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

FAIRFAX COUNTY

By: _____

Name: _____

Title: _____

CFPF-22-03-15

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Supplemental Application Recommendations
December 30, 2022**

	Budget	Award Recommendation (23 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG) - Round 3 Supplemental	7,500,000.00	32,610,695.00	(25,110,695.00)	63%
Budget Non-LIG Activities - Round 3 Supplemental	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available - Round 3 Supplemental	30,000,000.00	51,757,388.12	(21,757,388.12)	

Application Types and Amounts Requested Round 3 Supplemental				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
2	LI - Planning and Capacity Building - Low Income Geographic	1,587,938.40	1,429,145.00	158,794.00
5	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	12,294,391.00	9,940,862.00	2,353,529.00
3	Planning and Capacity Building	250,111.33	186,722.00	63,390.33
3	Flood Prevention and Protection Studies	1,619,874.03	846,250.00	817,374.03
4	Projects that will result in hybrid solutions	14,776,385.00	8,865,830.00	5,910,555.00
7	Projects that will result in nature-based solutions	14,228,907.00	9,960,235.00	4,268,672.00
28	All other Projects	6,171,110.00	3,085,555.00	3,085,555.00
	Grand Total	101,199,010.45	68,110,290.00	33,132,472.36

CFPF Funding Recommended	Difference* Req vs Recom.
481,895.00	(947,250.00)
25,718,324.62	(8,077,366.38)
7,602,200.00	(2,338,662.00)
111,721.00	(75,001.00)
799,912.50	(46,337.50)
7,551,745.35	(1,314,084.65)
9,537,743.50	(422,491.50)
-	(3,085,555.00)
51,803,541.97	(16,306,748.03)

*Note: Difference includes changes in match based on correction

Low Income Geographic Applications Recommended for Funding Round 3 Supplemental							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	257	DANVILLE, CITY OF	Resilience planning and staffing	368,600.00	331,740.00	36,860.00
2	LI - Planning and Capacity Building - Low Income Geographic	148	NORTHAMPTON COUNTY	Staffing and planning assessments	166,839.00	150,155.00	16,684.00
3	LI - Projects that will result in hybrid solutions - Low Income Geographic	83	NORFOLK, CITY OF	Ghent-Downtown-Harbor Park Flood Protection Barrier System.	49,257,600.00	24,628,800.00	24,628,800.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	72	RICHMOND, CITY OF	Mayo Island acquisition	9,375,000.00	7,500,000.00	1,875,000.00
					59,168,039.00	32,610,695.00	26,557,344.00

	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	535,439.00	481,895.00	53,544.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	49,257,600.00	24,628,800.00	24,628,800.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	9,375,000.00	7,500,000.00	1,875,000.00
LI - All other Projects - Low Income Geographic	-	-	-
LI - Flood Prevention and Protection Studies - Low Income Geographic	-	-	-
	59,168,039.00	32,610,695.00	26,557,344.00

Non-Low-Income Geographic Applications Recommended for Funding - Round 3 Supplemental							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	Planning and Capacity Building	235	Rappahannock-Rapidan Regional Council	Planning and Capacity Building	50,000.00	37,500.00	12,500.00
2	Planning and Capacity Building	93	SALEM, CITY OF	Planning and Capacity Building	78,962.00	59,221.00	19,741.00
3	Planning and Capacity Building	65	Hampton Roads Planning District Commission	Resilience planning and assessments	20,006.00	15,000.00	5,006.00
4	Flood Prevention and Protection Studies	70	Hampton Roads Planning District Commission	Studies of regional significance to support the development and implementation of local and regional resilience plans, policies, and projects.	230,020.00	115,010.00	115,010.00
5	Flood Prevention and Protection Studies	35	FAIRFAX COUNTY	27 Fairfax County Watersheds	1,200,000.00	600,000.00	600,000.00
6	Flood Prevention and Protection Studies	103	OCCOQUAN, TOWN OF	Study that evaluates the town's stormwater management	169,805.00	84,902.50	84,902.50
7	Projects that will result in hybrid solutions	113	FAIRFAX COUNTY	Chowan Avenue Stormwater Improvement project	2,000,000.00	1,200,000.00	800,000.00
8	Projects that will result in hybrid solutions	78	MATHEWS COUNTY	Davis Creek - Davis Creek - Channel Dredging and Novel Dredging Spoils Reuse	1,461,615.38	876,969.23	584,646.15
9	Projects that will result in hybrid solutions	78	MIDDLESEX COUNTY	Whiting Creek Comprehensive Resilience Enhancements	107,692.31	70,000.00	37,692.31
10	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	East River Boat Yard	618,812.42	371,287.45	247,524.97
11	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	Whites Creek Public Landing Resilience Enhancements	160,669.23	96,401.54	64,267.69
12	Projects that will result in hybrid solutions	60	FAIRFAX COUNTY	Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood	8,156,700.00	4,894,000.00	3,262,700.00
13	Projects that will result in hybrid solutions	45	CHESAPEAKE, CITY OF	Structural floodwalls, storm water system upgrades.	1,975,398.00	1,086,457.90	888,920.10
14	Projects that will result in nature-based solutions	60	GLOUCESTER COUNTY	Captain Sinclair's Recreation Area - Comprehensive Flood Mitigation for	146,000.00	102,200.00	43,800.00
15	Projects that will result in nature-based solutions		Mobjack Project	Mobjack - Private property shoreline protection projects	519,843.00	363,890.00	155,953.00
16	Projects that will result in nature-based solutions		York Projects	York - Private property shoreline protection projects	192,880.00	135,016.00	57,864.00
17	Projects that will result in nature-based solutions		Piankatank/Moore Creek Projects	Piankatank/Moore Creek - Private property shoreline protection projects	76,625.00	53,637.50	22,987.50
18	Projects that will result in nature-based solutions	120	FAIRFAX COUNTY	Tripps Run at Barrett Road	12,836,000.00	8,985,200.00	3,850,800.00
					30,001,028.34	19,146,693.12	10,854,315.22

	Total Project	CFPF	Match
Flood Prevention and Protection Studies	1,599,825.00	799,912.50	799,912.50
Planning and Capacity Building	148,968.00	111,721.00	37,247.00
Projects that will result in nature-based solutions	13,771,348.00	9,639,943.50	4,131,404.50
Projects that will result in hybrid solutions	14,480,887.34	8,595,116.12	5,885,751.22
All Other Projects	-	-	-
All Totals Round 3 Supplemental	30,001,028.34	19,146,693.12	10,854,315.22
	89,169,067.34	51,757,388.12	37,411,659.22

Approval of Funding Recommendations				
Concurrence must be received from the Secretary of Natural Resources				
Round 3 Supplemental	Budget	Award Recommendation (23 Grants)	Remaining Budget	Round 3 Supplemental %
Budget LIG Activities (At Least 25% LIG)	7,500,000.00	32,610,695.00	(25,110,695.00)	63% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available	30,000,000.00	51,757,388.12	(21,757,388.12)	





	12/28/2022
Signature: Wendy Howard Cooper, Division Director Dam Safety and Floodplain Management Department of Conservation and Recreation	Date
	1/27/2023
Signature: Darryl M. Glover, Deputy Director Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation Department of Conservation and Recreation	Date
	12/30/2022
Signature: Matthew Wells, Director Department of Conservation and Recreation	Date
	12/29/2022
Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources	Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **project that will result in hybrid solutions for Chowan Avenue Stormwater Improvement project. The project is focused on implementing a conveyance system and channel stabilization using natural channel design method to convey runoff that currently overwhelms existing roads and culverts; includes property acquisition,** to be approved by the Department as meeting all standards of applicable law.

Exhibit C**PROJECT BUDGET**

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Projects that will result in hybrid solutions	\$2,000,000	\$1,200,000	\$800,000 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$1,200,000	\$800,000

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
FAIRFAX COUNTY CFPF-22-03-15
Grant Number: **CFPF-22-03-15**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **projects that will result in hybrid solutions**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-22-03-15**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____		
Grantee:	_____	Phone #:	_____
Contact Person:	_____	Email:	_____
Mailing Address	_____ _____ _____		
Project Project Type:	_____		
Project Description	_____		
Reporting Period (Select Qtr and Yr)	January - March	_____	2023 _____
	April - June	_____	2024 _____
	July - September	_____	2025 _____
	October - December	_____	2026 _____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the YYYY
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date: _____

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension	

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation

Date Approved

Date Denied

Printed Name

Title

Reason for Denial

--

VRA Use Only

Virginia Resources Authority

Date
Received

Date Grant
Modified

Printed Name and Title

Board Agenda Item
April 11, 2023

ACTION - 6

Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Tripps Run at Barrett Road Flood Mitigation Project (Mason District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement from the Virginia Resources Authority (VRA), which provides the County with \$8,985,200 for the design and construction of the Tripps Run at Barrett Road Flood Mitigation Project (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF).

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the project. The table below summarizes the Project CFPF grant award funding:

Project/Study Title	Project/Study Estimate	CFPF Grant Award	County Matching Funds
Tripps Run at Barrett Road Flood Mitigation	\$12,836,000	\$8,985,200	\$3,850,800

TIMING:

Board approval is requested on April 11, 2023.

BACKGROUND:

The CFPF was "established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change". DCR administers grants from the CFPF to local governments. On December 30, 2022, DCR approved \$15,399,200 from CFPF Grant Round 3 for four County flood mitigation projects: Tucker Avenue Neighborhood Stormwater Improvement (Dranesville District), Chowan Avenue Stormwater Improvement (Mason District), Tripps Run at Barrett Road Flood Mitigation (Mason District), and the County Regulated Floodplain Map Updates.

Separate grant agreements were issued for each funded project by VRA. The Tripps Run at Barrett Road Flood Mitigation study was completed in December 2020 and

Board Agenda Item
April 11, 2023

included preliminary conceptual design plans. The CFPF grant will fund the final design and construction of the Tripps Run at Barrett Road Flood Mitigation Project.

Approval of the grant agreement for the Tripps Run at Barrett Road Flood Mitigation Project directly supports the Environment and Energy and Effective and Efficient Government Outcome Areas in the County's Strategic Plan. The grant will improve water quality to help meet Chesapeake Bay clean water requirements and the health of local waterways. The utilization of state grant funds in lieu of the County funds allows the County to create a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the Tripps Run at Barret Road Flood Mitigation Project, the attached grant agreement must be executed by the County and returned to DCR by May 1, 2023.

EQUITY IMPACT:

There is no adverse equity impact. The Project is directly adjacent to two communities with "High" Vulnerability Index ratings of 3.25 and 3.125. The grant award will help fund the acquisition and demolition of nine residential properties that have an established history of structural flooding, almost 2,500 feet of stream channel improvements, and the creation of an environmental corridor with connected floodplain. The restored floodplain area may serve as recreational space for the neighborhood, including the adjacent vulnerable communities, to enjoy. The Department of Public Works and Environmental Services Stormwater Business Area is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match, or the County funded portion, for the Project is \$3,850,800. Funding is currently available in Fund 40100, Stormwater Services, Project SD-000032, Emergency and Flood Response Projects for the County funded portion of this Project.
for

CREATION OF POSITIONS:

No positions will be created.

Board Agenda Item
April 11, 2023

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-
22-03-17

STAFF:

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental
Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Craig Carinci, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Frank N. Stovall
Deputy Director
for Operations

Matthew S. Wells
Director



Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Andrew W. Smith
Chief Deputy Director

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Laura Ellis
Deputy Director for
Administration and Finance

January 31, 2023

Bryan J. Hill, County Executive
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035
cexbryanhill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**

CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-17
Application Category: Projects that will result in nature-based solutions
Community Name: FAIRFAX COUNTY, CID: 515525
Primary Contact: Craig Carinci
Primary Contact Email Address: craig.carinci@fairfaxcounty.gov
CFPF Award Amount: \$8,985,200.00
Match Amount Required: \$3,850,800.00
Total Approved Project Cost: \$12,836,000.00

Dear Bryan J. Hill:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a Tripps Run at Barrett Road and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Grant funding is approved conditioned on the approval of matching funds prior to the adoption of this grant agreement.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcv.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcv.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund

And

FAIRFAX COUNTY

Department of Conservation and Recreation

CFPF-22-03-17

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **February**, 2023 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2022 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means **FAIRFAX COUNTY, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **70%** of the demonstrated total cost of the Local Project or **\$8,985,200**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) **Projects that will result in nature-based solutions** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, 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 Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, 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. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-22-03-17**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dc.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **FAIRFAX COUNTY**
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attention: Bryan J. Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

FAIRFAX COUNTY

By: _____

Name: _____

Title: _____

CFPF-22-03-17

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Supplemental Application Recommendations
December 30, 2022**

	Budget	Award Recommendation (23 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG) - Round 3 Supplemental	7,500,000.00	32,610,695.00	(25,110,695.00)	63%
Budget Non-LIG Activities - Round 3 Supplemental	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available - Round 3 Supplemental	30,000,000.00	51,757,388.12	(21,757,388.12)	

Application Types and Amounts Requested Round 3 Supplemental				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
2	LI - Planning and Capacity Building - Low Income Geographic	1,587,938.40	1,429,145.00	158,794.00
5	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	12,294,391.00	9,940,862.00	2,353,529.00
3	Planning and Capacity Building	250,111.33	186,722.00	63,390.33
3	Flood Prevention and Protection Studies	1,619,874.03	846,250.00	817,374.03
4	Projects that will result in hybrid solutions	14,776,385.00	8,865,830.00	5,910,555.00
7	Projects that will result in nature-based solutions	14,228,907.00	9,960,235.00	4,268,672.00
28	All other Projects	6,171,110.00	3,085,555.00	3,085,555.00
	Grand Total	101,199,010.45	68,110,290.00	33,132,472.36

CFPF Funding Recommended	Difference* Req vs Recom.
481,895.00	(947,250.00)
25,718,324.62	(8,077,366.38)
7,602,200.00	(2,338,662.00)
111,721.00	(75,001.00)
799,912.50	(46,337.50)
7,551,745.35	(1,314,084.65)
9,537,743.50	(422,491.50)
-	(3,085,555.00)
51,803,541.97	(16,306,748.03)

*Note: Difference includes changes in match based on correction

Low Income Geographic Applications Recommended for Funding Round 3 Supplemental							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	257	DANVILLE, CITY OF	Resilience planning and staffing	368,600.00	331,740.00	36,860.00
2	LI - Planning and Capacity Building - Low Income Geographic	148	NORTHAMPTON COUNTY	Staffing and planning assessments	166,839.00	150,155.00	16,684.00
3	LI - Projects that will result in hybrid solutions - Low Income Geographic	83	NORFOLK, CITY OF	Ghent-Downtown-Harbor Park Flood Protection Barrier System.	49,257,600.00	24,628,800.00	24,628,800.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	72	RICHMOND, CITY OF	Mayo Island acquisition	9,375,000.00	7,500,000.00	1,875,000.00
					59,168,039.00	32,610,695.00	26,557,344.00

	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	535,439.00	481,895.00	53,544.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	49,257,600.00	24,628,800.00	24,628,800.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	9,375,000.00	7,500,000.00	1,875,000.00
LI - All other Projects - Low Income Geographic	-	-	-
LI - Flood Prevention and Protection Studies - Low Income Geographic	-	-	-
	59,168,039.00	32,610,695.00	26,557,344.00

Non-Low-Income Geographic Applications Recommended for Funding - Round 3 Supplemental							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	Planning and Capacity Building	235	Rappahannock-Rapidan Regional Co	Planning and Capacity Building	50,000.00	37,500.00	12,500.00
2	Planning and Capacity Building	93	SALEM, CITY OF	Planning and Capacity Building	78,962.00	59,221.00	19,741.00
3	Planning and Capacity Building	65	Hampton Roads Planning District Co	Resilience planning and assessments	20,006.00	15,000.00	5,006.00
4	Flood Prevention and Protection Studies	70	Hampton Roads Planning District Co	Studies of regional significance to support the development and implementation of local and regional resilience plans, policies, and projects.	230,020.00	115,010.00	115,010.00
5	Flood Prevention and Protection Studies	35	FAIRFAX COUNTY	27 Fairfax County Watersheds	1,200,000.00	600,000.00	600,000.00
6	Flood Prevention and Protection Studies	103	OCCOQUAN, TOWN OF	Study that evaluates the town's st	169,805.00	84,902.50	84,902.50
7	Projects that will result in hybrid solutions	113	FAIRFAX COUNTY	Chowan Avenue Stormwater Improvement project	2,000,000.00	1,200,000.00	800,000.00
8	Projects that will result in hybrid solutions	78	MATHEWS COUNTY	Davis Creek - Davis Creek - Channel Dredging and Novel Dredging Spoils Reuse	1,461,615.38	876,969.23	584,646.15
9	Projects that will result in hybrid solutions	78	MIDDLESEX COUNTY	Whiting Creek Comprehensive Resilience Enhancements	107,692.31	70,000.00	37,692.31
10	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	East River Boat Yard	618,812.42	371,287.45	247,524.97
11	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	Whites Creek Public Landing Resilience Enhancements	160,669.23	96,401.54	64,267.69
12	Projects that will result in hybrid solutions	60	FAIRFAX COUNTY	Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood	8,156,700.00	4,894,000.00	3,262,700.00
13	Projects that will result in hybrid solutions	45	CHESAPEAKE, CITY OF	Structural floodwalls, storm water system upgrades.	1,975,398.00	1,086,457.90	888,920.10
14	Projects that will result in nature-based solutions	60	GLOUCESTER COUNTY	Captain Sinclair's Recreation Area - Comprehensive Flood Mitigation for	146,000.00	102,200.00	43,800.00
15	Projects that will result in nature-based solutions		Mobjack Project	Mobjack - Private property shoreline protection projects	519,843.00	363,890.00	155,953.00
16	Projects that will result in nature-based solutions		York Projects	York - Private property shoreline protection projects	192,880.00	135,016.00	57,864.00
17	Projects that will result in nature-based solutions		Piankatank/Moore Creek Projects	Piankatank/Moore Creek - Private property shoreline protection projects	76,625.00	53,637.50	22,987.50
18	Projects that will result in nature-based solutions	120	FAIRFAX COUNTY	Tripps Run at Barrett Road	12,836,000.00	8,985,200.00	3,850,800.00
					30,001,028.34	19,146,693.12	10,854,315.22
					Total Project	CFPF	Match
Flood Prevention and Protection Studies					1,599,825.00	799,912.50	799,912.50
Planning and Capacity Building					148,968.00	111,721.00	37,247.00
Projects that will result in nature-based solutions					13,771,348.00	9,639,943.50	4,131,404.50
Projects that will result in hybrid solutions					14,480,887.34	8,595,116.12	5,885,751.22
All Other Projects					-	-	-
					30,001,028.34	19,146,693.12	10,854,315.22
All Totals Round 3 Supplemental					89,169,067.34	51,757,388.12	37,411,659.22

Approval of Funding Recommendations				
Concurrence must be received from the Secretary of Natural Resources				
Round 3 Supplemental	Budget	Award Recommendation (23 Grants)	Remaining Budget	Round 3 Supplemental %
Budget LIG Activities (At Least 25% LIG)	7,500,000.00	32,610,695.00	(25,110,695.00)	63% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available	30,000,000.00	51,757,388.12	(21,757,388.12)	





	12/28/2022
Signature: Wendy Howard Cooper, Division Director Dam Safety and Floodplain Management Department of Conservation and Recreation	Date
	1/27/2023
Signature: Darryl M. Glover, Deputy Director Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation Department of Conservation and Recreation	Date
	12/30/2022
Signature: Matthew Wells, Director Department of Conservation and Recreation	Date
	12/29/2022
Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources	Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **project that will result in nature-based solutions. The project includes the creation of a connected floodplain to include an environmental corridor and restorative stream enhancements to provide a nature-based solution to mitigate flooding in the community**, to be approved by the Department as meeting all standards of applicable law.

Exhibit C**PROJECT BUDGET**

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Projects that will result in nature-based solutions	\$12,836,000	\$8,985,200	\$3,850,800 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$8,985,200	\$3,850,800

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
FAIRFAX COUNTY CFPF-22-03-17
Grant Number: **CFPF-22-03-17**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **projects that will result in nature-based solutions**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-22-03-17**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____		
Grantee:	_____	Phone #:	_____
Contact Person:	_____	Email:	_____
Mailing Address	_____ _____ _____		
Project Project Type:	_____		
Project Description	_____		
Reporting Period (Select Qtr and Yr)	January - March	_____	2023 _____
	April - June	_____	2024 _____
	July - September	_____	2025 _____
	October - December	_____	2026 _____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the YYYY
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date: _____

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension	

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
--	---------------	-------------

Printed Name	Title
--------------	-------

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
------------------------------	---------------	---------------------

Printed Name and Title

Board Agenda Item
April 11, 2023

ACTION – 7

Grant Agreement Between the Virginia Resources Authority and Fairfax County for the County Regulated Floodplain Map Updates

ISSUE:

Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement with the Virginia Resources Authority (VRA) that provides the County with \$320,000 for the design and construction of the County Regulated Floodplain Map Updates (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF).

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the project. The table below summarizes the Project CFPF grant award funding:

Project/Study Title	Project/Study Estimate	CFPF Grant Award	County Matching Funds
County Regulated Floodplain Map Updates	\$640,000	\$320,000	\$320,000

TIMING:

Board approval is requested on April 11, 2023.

BACKGROUND:

The CFPF was “established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change”. DCR administers grants from the CFPF to local governments. On December 30, 2022, DCR approved \$15,399,200 from CFPF Grant Round 3 for four County flood mitigation projects: Tucker Avenue Neighborhood Stormwater Improvement (Dranesville District), Chowan Avenue Stormwater Improvement (Mason District), Tripps Run at Barrett Road Flood Mitigation (Mason District), and the County Regulated Floodplain Map Updates.

Separate Grant Agreements were issued for each funded project by VRA. The County Regulated Floodplain Map Updates Project is underway. The CFPF funds will

Board Agenda Item
April 11, 2023

supplement the cost to complete the preliminary hydraulic models for the 16 remaining watersheds (approximately 401 stream miles).

Approval of the grant agreement for the County Regulated Floodplain Map Updates directly supports the Environment and Energy and Effective and Efficient Government Outcome Areas in the County's Strategic Plan. The grant will improve the health of local waterways by providing the data necessary to protect and preserve regulated floodplains. The utilization of state grant funds in lieu of the County funds allows the County to create a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the County Regulated Floodplain Map Updates, the attached grant agreement must be executed by the County and returned to DCR by May 1, 2023.

EQUITY IMPACT:

There is no adverse equity impact. The Project will consolidate multiple flood hazard data sources into one comprehensive map for regulatory use, increase community flood risk awareness, and integrate the impacts of climate change into its floodplain management program. The Department of Public Works and Environmental Services Stormwater Business Area is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match, or the County funded portion, for the Project is \$320,000. Funding is currently available in Fund 40100, Stormwater Services, Project SD-000032, Emergency and Flood Response Projects for the County funded portion of this Project.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-22-03-18

Board Agenda Item
April 11, 2023

STAFF:

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Craig Carinci, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Frank N. Stovall
*Deputy Director
for Operations*

Matthew S. Wells
Director

Darryl Glover
*Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation*

Andrew W. Smith
Chief Deputy Director

Laura Ellis
*Deputy Director for
Administration and Finance*



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

January 31, 2023

Bryan J. Hill, County Executive
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035
cexbryanhill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**
CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-18
Application Category: Flood Prevention and Protection Studies
Community Name: FAIRFAX COUNTY, CID: 515525
Primary Contact: Craig Carinci
Primary Contact Email Address: craig.carinci@fairfaxcounty.gov
CFPF Award Amount: \$320,000.00
Match Amount Required: \$320,000.00
Total Approved Project Cost: \$640,000.00

Dear Bryan J. Hill:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a 27 Fairfax County Watersheds and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Grant funding is approved conditioned on the approval of matching funds prior to the adoption of this grant agreement.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement *within 90 days of receipt* to:

Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcv.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcv.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund

And

FAIRFAX COUNTY

Department of Conservation and Recreation

CFPF-22-03-18

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **February**, 2023 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2022 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means **FAIRFAX COUNTY, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **50%** of the demonstrated total cost of the Local Project or **\$320,000**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) A(n) **Flood Prevention and Protection Studies** project developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, 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 Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, 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. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-22-03-18**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dc.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **FAIRFAX COUNTY**
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attention: Bryan J. Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

FAIRFAX COUNTY

By: _____

Name: _____

Title: _____

CFPF-22-03-18

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Supplemental Application Recommendations
December 30, 2022

	Budget	Award Recommendation (23 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG) - Round 3 Supplemental	7,500,000.00	32,610,695.00	(25,110,695.00)	63%
Budget Non-LIG Activities - Round 3 Supplemental	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available - Round 3 Supplemental	30,000,000.00	51,757,388.12	(21,757,388.12)	

Application Types and Amounts Requested Round 3 Supplemental				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
2	LI - Planning and Capacity Building - Low Income Geographic	1,587,938.40	1,429,145.00	158,794.00
5	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	12,294,391.00	9,940,862.00	2,353,529.00
3	Planning and Capacity Building	250,111.33	186,722.00	63,390.33
3	Flood Prevention and Protection Studies	1,619,874.03	846,250.00	817,374.03
4	Projects that will result in hybrid solutions	14,776,385.00	8,865,830.00	5,910,555.00
7	Projects that will result in nature-based solutions	14,228,907.00	9,960,235.00	4,268,672.00
28	All other Projects	6,171,110.00	3,085,555.00	3,085,555.00
	Grand Total	101,199,010.45	68,110,290.00	33,132,472.36

CFPF Funding Recommended	Difference* Req vs Recom.
481,895.00	(947,250.00)
25,718,324.62	(8,077,366.38)
7,602,200.00	(2,338,662.00)
111,721.00	(75,001.00)
799,912.50	(46,337.50)
7,551,745.35	(1,314,084.65)
9,537,743.50	(422,491.50)
-	(3,085,555.00)
51,803,541.97	(16,306,748.03)

*Note: Difference includes changes in match based on correction

Low Income Geographic Applications Recommended for Funding Round 3 Supplemental							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	257	DANVILLE, CITY OF	Resilience planning and staffing	368,600.00	331,740.00	36,860.00
2	LI - Planning and Capacity Building - Low Income Geographic	148	NORTHAMPTON COUNTY	Staffing and planning assessments	166,839.00	150,155.00	16,684.00
3	LI - Projects that will result in hybrid solutions - Low Income Geographic	83	NORFOLK, CITY OF	Ghent-Downtown-Harbor Park Flood Protection Barrier System.	49,257,600.00	24,628,800.00	24,628,800.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	72	RICHMOND, CITY OF	Mayo Island acquisition	9,375,000.00	7,500,000.00	1,875,000.00
					59,168,039.00	32,610,695.00	26,557,344.00

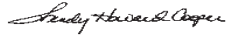
	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	535,439.00	481,895.00	53,544.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	49,257,600.00	24,628,800.00	24,628,800.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	9,375,000.00	7,500,000.00	1,875,000.00
LI - All other Projects - Low Income Geographic	-	-	-
LI - Flood Prevention and Protection Studies - Low Income Geographic	-	-	-
	59,168,039.00	32,610,695.00	26,557,344.00

Non-Low-Income Geographic Applications Recommended for Funding - Round 3 Supplemental							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	Planning and Capacity Building	235	Rappahannock-Rapidan Regional Com	Planning and Capacity Building	50,000.00	37,500.00	12,500.00
2	Planning and Capacity Building	93	SALEM, CITY OF	Planning and Capacity Building	78,962.00	59,221.00	19,741.00
3	Planning and Capacity Building	65	Hampton Roads Planning District Co	Resilience planning and assessments	20,006.00	15,000.00	5,006.00
4	Flood Prevention and Protection Studies	70	Hampton Roads Planning District Co	Studies of regional significance to support the development and implementation of local and regional resilience plans, policies, and projects.	230,020.00	115,010.00	115,010.00
5	Flood Prevention and Protection Studies	35	FAIRFAX COUNTY	27 Fairfax County Watersheds	1,200,000.00	600,000.00	600,000.00
6	Flood Prevention and Protection Studies	103	OCCOQUAN, TOWN OF	Study that evaluates the town's st	169,805.00	84,902.50	84,902.50
7	Projects that will result in hybrid solutions	113	FAIRFAX COUNTY	Chowan Avenue Stormwater Improvement project	2,000,000.00	1,200,000.00	800,000.00
8	Projects that will result in hybrid solutions	78	MATHEWS COUNTY	Davis Creek - Davis Creek – Channel Dredging and Novel Dredging Spoils Reuse	1,461,615.38	876,969.23	584,646.15
9	Projects that will result in hybrid solutions	78	MIDDLESEX COUNTY	Whiting Creek Comprehensive Resilience Enhancements	107,692.31	70,000.00	37,692.31
10	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	East River Boat Yard	618,812.42	371,287.45	247,524.97
11	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	Whites Creek Public Landing Resilience Enhancements	160,669.23	96,401.54	64,267.69
12	Projects that will result in hybrid solutions	60	FAIRFAX COUNTY	Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood	8,156,700.00	4,894,000.00	3,262,700.00
13	Projects that will result in hybrid solutions	45	CHESAPEAKE, CITY OF	Structural floodwalls, storm water system upgrades.	1,975,398.00	1,086,457.90	888,920.10
14	Projects that will result in nature-based solutions	60	GLOUCESTER COUNTY	Captain Sinclair's Recreation Area - Comprehensive Flood Mitigation for	146,000.00	102,200.00	43,800.00
15	Projects that will result in nature-based solutions		Mobjack Project	Mobjack - Private property shoreline protection projects	519,843.00	363,890.00	155,953.00
16	Projects that will result in nature-based solutions		York Projects	York - Private property shoreline protection projects	192,880.00	135,016.00	57,864.00
17	Projects that will result in nature-based solutions		Piankatank/Moore Creek Projects	Piankatank/Moore Creek - Private property shoreline protection projects	76,625.00	53,637.50	22,987.50
18	Projects that will result in nature-based solutions	120	FAIRFAX COUNTY	Tripps Run at Barrett Road	12,836,000.00	8,985,200.00	3,850,800.00
					30,001,028.34	19,146,693.12	10,854,315.22

	Total Project	CFPF	Match
Flood Prevention and Protection Studies	1,599,825.00	799,912.50	799,912.50
Planning and Capacity Building	148,968.00	111,721.00	37,247.00
Projects that will result in nature-based solutions	13,771,348.00	9,639,943.50	4,131,404.50
Projects that will result in hybrid solutions	14,480,887.34	8,595,116.12	5,885,751.22
All Other Projects	-	-	-
	30,001,028.34	19,146,693.12	10,854,315.22
All Totals Round 3 Supplemental	89,169,067.34	51,757,388.12	37,411,659.22

Approval of Funding Recommendations
 Concurrence must be received from the Secretary of Natural Resources

Round 3 Supplemental	Budget	Award Recommendation (23 Grants)	Remaining Budget	Round 3 Supplemental %
Budget LIG Activities (At Least 25% LIG)	7,500,000.00	32,610,695.00	(25,110,695.00)	63% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available	30,000,000.00	51,757,388.12	(21,757,388.12)	



Signature: Wendy Howard Cooper, Division Director
 Dam Safety and Floodplain Management
 Department of Conservation and Recreation

12/28/2022

Date



Signature: Darryl M. Glover, Deputy Director
 Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation
 Department of Conservation and Recreation

1/27/2023

Date



Signature: Matthew Wells, Director
 Department of Conservation and Recreation

12/30/2022

Date



Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources

12/29/2022

Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a(n) **Flood Prevention and Protection study for a Fairfax County regulated floodplain mapping study, which will consolidate multiple flood hazard data sources into one comprehensive map for regulatory use, increase community flood risk awareness, and allow the County to integrate the impacts of climate change into its floodplain management program**, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Flood Prevention and Protection Studies	\$640,000	\$320,000	\$320,000 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$320,000	\$320,000

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
FAIRFAX COUNTY CFPP-22-03-18
Grant Number: **CFPP-22-03-18**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **Flood Prevention and Protection Studies**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-22-03-18**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____		
Grantee:	_____	Phone #:	_____
Contact Person:	_____	Email:	_____
Mailing Address	_____ _____ _____		
Project Project Type:	_____		
Project Description	_____		
Reporting Period (Select Qtr and Yr)	January - March	_____	2023 _____
	April - June	_____	2024 _____
	July - September	_____	2025 _____
	October - December	_____	2026 _____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

**Exhibit G
Extension Request Form**

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

***Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the YYYY
Virginia Community Flood Preparedness Fund Grant***

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No ***Has the Contact Name changed?*** Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Board Agenda Item
April 11, 2023

ACTION - 8

Grant Agreement Between the Virginia Resources Authority and Fairfax County for the Tucker Avenue Stormwater Improvement Project (Dranesville District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement from the Virginia Resources Authority (VRA) which provides the County with \$4,894,000 for the construction of the Tucker Avenue Stormwater Improvement Project (Project). The grant funds are from the Department of Conservation and Recreation (DCR) Community Flood Preparedness Fund (CFPF).

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the agreement with VRA to receive the CFPF grant for the Project. The table below summarizes the Project CFPF grant award funding:

Project/Study Title	Project/Study Estimate	CFPF Grant Award	County Matching Funds
Tucker Avenue Neighborhood Stormwater Improvement	\$8,156,700	\$4,894,000	\$3,262,700

TIMING:

Board approval is requested on April 11, 2023.

BACKGROUND:

The CFPF was "established to provide support for regions and localities across Virginia, to reduce the impacts of flooding, including flooding driven by climate change". DCR administers grants from the CFPF to local governments. On December 30, 2022, DCR approved \$15,399,200 from CFPF Grant Round 3 for four County flood mitigation projects: Tucker Avenue Neighborhood Stormwater Improvement (Dranesville District), Chowan Avenue Stormwater Improvement (Mason District), Tripps Run at Barrett Road Flood Mitigation (Mason District), and the County Regulated Floodplain Map Updates.

Board Agenda Item
April 11, 2023

Separate Grant Agreements were issued for each funded project by VRA. The Tucker Avenue Stormwater Improvement Project final design is underway and expected to finish by spring 2023 pending utilities relocation.

Approval of the grant agreement for the Tucker Avenue Stormwater Improvement Project directly supports the Energy and Effective and Efficient Government Outcome Area in the County's Strategic Plan. The utilization of state grant funds in lieu of the County funds allows the County to create a safe and healthy environment for residents while being responsible stewards of local resources.

To receive the CFPF grant funding for the Tucker Avenue Stormwater Improvement Project, the attached grant agreement must be executed by the County and returned to DCR by May 1, 2023.

EQUITY IMPACT:

There is no adverse equity impact. The Project was prioritized due to numerous structural and yard flooding service requests. The Project is currently in the final design phase and the CFPF grant will support the Project construction and water line relocation. The Department of Public Works and Environmental Services Stormwater Business Area is also applying an equity lens to flood mitigation by developing a map to identify the most vulnerable communities that may also be more susceptible to flooding. This map will help inform the selection and prioritization of future flood mitigation projects and CFPF grant applications.

FISCAL IMPACT:

The total grant match, or the County funded portion, for the Project is \$3,262,700. Funding is currently available in Fund 40100, Stormwater Services, Project SD-000032, Emergency and Flood Response Projects for the County funded portion of this Project.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Virginia Community Flood Preparedness Fund Grant Agreement CFPF-22-03-14

Board Agenda Item
April 11, 2023

STAFF:

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Craig Carinci, Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Matthew S. Wells
Director

Andrew W. Smith
Chief Deputy Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

January 31, 2023

Attachment 1

Frank N. Stovall
Deputy Director
for Operations

Darryl Glover
Deputy Director for
Dam Safety,
Floodplain Management and
Soil and Water Conservation

Laura Ellis
Deputy Director for
Administration and Finance

Bryan J. Hill, County Executive
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035
cexbryanhill@fairfaxcounty.gov

Re: **Community Flood Preparedness Fund (CFPF)**

CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-14

Application Category: Projects that will result in hybrid solutions

Community Name: FAIRFAX COUNTY, CID: 515525

Primary Contact: Craig Carinci

Primary Contact Email Address: craig.carinci@fairfaxcounty.gov

CFPF Award Amount: \$4,894,000.00

Match Amount Required: \$3,262,700.00

Total Approved Project Cost: \$8,156,700.00

Dear Bryan J. Hill:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Grant funding is approved conditioned on the approval of matching funds prior to the adoption of this grant agreement.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcr.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcr.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund

And

FAIRFAX COUNTY

Department of Conservation and Recreation

CFPF-22-03-14

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **February**, 2023 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2022 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means **FAIRFAX COUNTY, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **60%** of the demonstrated total cost of the Local Project or **\$4,894,000**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) **Projects that will result in hybrid solutions** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, 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 Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, 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. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-22-03-14**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dc.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **FAIRFAX COUNTY**
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Attention: Bryan J. Hill

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

FAIRFAX COUNTY

By: _____

Name: _____

Title: _____

CFPF-22-03-14

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Supplemental Application Recommendations
December 30, 2022**

	Budget	Award Recommendation (23 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG) - Round 3 Supplemental	7,500,000.00	32,610,695.00	(25,110,695.00)	63%
Budget Non-LIG Activities - Round 3 Supplemental	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available - Round 3 Supplemental	30,000,000.00	51,757,388.12	(21,757,388.12)	

Application Types and Amounts Requested Round 3 Supplemental				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
2	LI - Planning and Capacity Building - Low Income Geographic	1,587,938.40	1,429,145.00	158,794.00
5	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	12,294,391.00	9,940,862.00	2,353,529.00
3	Planning and Capacity Building	250,111.33	186,722.00	63,390.33
3	Flood Prevention and Protection Studies	1,619,874.03	846,250.00	817,374.03
4	Projects that will result in hybrid solutions	14,776,385.00	8,865,830.00	5,910,555.00
7	Projects that will result in nature-based solutions	14,228,907.00	9,960,235.00	4,268,672.00
28	All other Projects	6,171,110.00	3,085,555.00	3,085,555.00
	Grand Total	101,199,010.45	68,110,290.00	33,132,472.36

CFPF Funding Recommended	Difference* Req vs Recom.
481,895.00	(947,250.00)
25,718,324.62	(8,077,366.38)
7,602,200.00	(2,338,662.00)
111,721.00	(75,001.00)
799,912.50	(46,337.50)
7,551,745.35	(1,314,084.65)
9,537,743.50	(422,491.50)
-	(3,085,555.00)
51,803,541.97	(16,306,748.03)

*Note: Difference includes changes in match based on correction

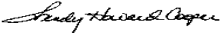
Low Income Geographic Applications Recommended for Funding Round 3 Supplemental							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	257	DANVILLE, CITY OF	Resilience planning and staffing	368,600.00	331,740.00	36,860.00
2	LI - Planning and Capacity Building - Low Income Geographic	148	NORTHAMPTON COUNTY	Staffing and planning assessments	166,839.00	150,155.00	16,684.00
3	LI - Projects that will result in hybrid solutions - Low Income Geographic	83	NORFOLK, CITY OF	Ghent-Downtown-Harbor Park Flood Protection Barrier System.	49,257,600.00	24,628,800.00	24,628,800.00
4	LI - Projects that will result in nature-based solutions - Low Income Geographic	72	RICHMOND, CITY OF	Mayo Island acquisition	9,375,000.00	7,500,000.00	1,875,000.00
					59,168,039.00	32,610,695.00	26,557,344.00

	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	535,439.00	481,895.00	53,544.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	49,257,600.00	24,628,800.00	24,628,800.00
LI - Projects that will result in nature-based solutions - Low Income Geographic	9,375,000.00	7,500,000.00	1,875,000.00
LI -All other Projects - Low Income Geographic	-	-	-
LI -Flood Prevention and Protection Studies - Low Income Geographic	-	-	-
	59,168,039.00	32,610,695.00	26,557,344.00

Non-Low-Income Geographic Applications Recommended for Funding - Round 3 Supplemental							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPE	Match
1	Planning and Capacity Building	235	Rappahanock-Rapidan Regional Com	Planning and Capacity Building	50,000.00	37,500.00	12,500.00
2	Planning and Capacity Building	93	SALEM, CITY OF	Planning and Capacity Building	78,962.00	59,221.00	19,741.00
3	Planning and Capacity Building	65	Hampton Roads Planning District Co	Resilience planning and assessments	20,006.00	15,000.00	5,006.00
4	Flood Prevention and Protection Studies	70	Hampton Roads Planning District Co	Studies of regional significance to support the development and implementation of local and regional resilience plans, policies, and projects.	230,020.00	115,010.00	115,010.00
5	Flood Prevention and Protection Studies	35	FAIRFAX COUNTY	27 Fairfax County Watersheds	1,200,000.00	600,000.00	600,000.00
6	Flood Prevention and Protection Studies	103	OCCOQUAN, TOWN OF	Study that evaluates the town's st	169,805.00	84,902.50	84,902.50
7	Projects that will result in hybrid solutions	113	FAIRFAX COUNTY	Chowan Avenue Stormwater Improvement project	2,000,000.00	1,200,000.00	800,000.00
8	Projects that will result in hybrid solutions	78	MATHEWS COUNTY	Davis Creek - Davis Creek – Channel Dredging and Novel Dredging Spoils Reuse	1,461,615.38	876,969.23	584,646.15
9	Projects that will result in hybrid solutions	78	MIDDLESEX COUNTY	Whiting Creek Comprehensive Resilience Enhancements	107,692.31	70,000.00	37,692.31
10	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	East River Boat Yard	618,812.42	371,287.45	247,524.97
11	Projects that will result in hybrid solutions	63	MATHEWS COUNTY	Whites Creek Public Landing Resilience Enhancements	160,669.23	96,401.54	64,267.69
12	Projects that will result in hybrid solutions	60	FAIRFAX COUNTY	Fairfax County Pummit Run Watershed - Tucker Avenue Neighborhood	8,156,700.00	4,894,000.00	3,262,700.00
13	Projects that will result in hybrid solutions	45	CHESAPEAKE, CITY OF	Structural floodwalls, storm water system upgrades.	1,975,398.00	1,086,457.90	888,920.10
14	Projects that will result in nature-based solutions	60	GLOUCESTER COUNTY	Captain Sinclair's Recreation Area - Comprehensive Flood Mitigation for	146,000.00	102,200.00	43,800.00
15	Projects that will result in nature-based solutions		Mobjack Project	Mobjack - Private property shoreline protection projects	519,843.00	363,890.00	155,953.00
16	Projects that will result in nature-based solutions		York Projects	York - Private property shoreline protection projects	192,880.00	135,016.00	57,864.00
17	Projects that will result in nature-based solutions		Piankatank/Moore Creek Projects	Piankatank/Moore Creek - Private property shoreline protection projects	76,625.00	53,637.50	22,987.50
18	Projects that will result in nature-based solutions	120	FAIRFAX COUNTY	Tripps Run at Barrett Road	12,836,000.00	8,985,200.00	3,850,800.00
					30,001,028.34	19,146,693.12	10,854,315.22

	Total Project	CFPE	Match
Flood Prevention and Protection Studies	1,599,825.00	799,912.50	799,912.50
Planning and Capacity Building	148,968.00	111,721.00	37,247.00
Projects that will result in nature-based solutions	13,771,348.00	9,639,943.50	4,131,404.50
Projects that will result in hybrid solutions	14,480,887.34	8,595,116.12	5,885,751.22
All Other Projects	-	-	-
	30,001,028.34	19,146,693.12	10,854,315.22
All Totals Round 3 Supplemental	89,169,067.34	51,757,388.12	37,411,659.22


Approval of Funding Recommendations				
Concurrence must be received from the Secretary of Natural Resources				
Round 3 Supplemental	Budget	Award Recommendation (23 Grants)	Remaining Budget	Round 3 Supplemental %
Budget LIG Activities (At Least 25% LIG)	7,500,000.00	32,610,695.00	(25,110,695.00)	63% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	22,500,000.00	19,146,693.12	3,353,306.88	37%
Total Funds Available	30,000,000.00	51,757,388.12	(21,757,388.12)	



Signature: Wendy Howard Cooper, Division Director
 Dam Safety and Floodplain Management
 Department of Conservation and Recreation

12/28/2022


Date



Signature: Darryl M. Glover, Deputy Director
 Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation
 Department of Conservation and Recreation

1/27/2023


Date



Signature: Matthew Wells, Director
 Department of Conservation and Recreation

12/30/2022

Date



Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources

12/29/2022

Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of **projects that will result in hybrid solutions** for the **Tucker Avenue Neighborhood Stormwater Improvement**, and is focused on **implementing a neighborhood-wide conveyance system that can collect stormwater flow that currently overwhelms existing roads and a limited storm; includes property acquisition**, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Projects that will result in hybrid solutions	\$8,156,700	\$4,894,000	\$3,262,700 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$4,894,000	\$3,262,700

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
FAIRFAX COUNTY CFPF-22-03-14
Grant Number: **CFPF-22-03-14**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **projects that will result in hybrid solutions**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-22-03-14**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **FAIRFAX COUNTY**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **February 1, 2023** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____		
Grantee:	_____	Phone #:	_____
Contact Person:	_____	Email:	_____
Mailing Address	_____ _____ _____		
Project Project Type:	_____		
Project Description	_____		
Reporting Period (Select Qtr and Yr)	January - March	_____	2023 _____
	April - June	_____	2024 _____
	July - September	_____	2025 _____
	October - December	_____	2026 _____

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the YYYY
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Title of Project: _____

NFIP/DCRCID:

Total Cost of Project: _____

Total Amount Awarded: _____

Current Grant End Date: _____

Requested New End Date: _____

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

Justification for Extension

Grant Recipient Signature

Date Requested

Grant Recipient Printed Name

Title

Board Agenda Item
April 11, 2023

ACTION - 9

Adoption of the 2023 Comprehensive Plan Amendment Work Program, Including Certain Proposed Countywide Site-Specific Plan Amendment (SSPA) Nominations

ISSUE:

Board of Supervisors action is requested to adopt the proposed 2023 Comprehensive Plan Amendment Work Program (Work Program), a document that lists all authorized Plan amendments and planning studies. The proposed 2023 Work Program retains all ongoing active plan amendments and studies, including countywide policy amendments for the Policy Plan, Public Facilities, and Manufactured Housing; areawide studies for Fairfax Center, Lorton, Reston, and Centreville; and site-specific amendments throughout the County.

The proposed Work Program incorporates a new tiering system that prioritizes plan amendments and studies based on county priorities, scheduling, and staff resources. Work Program items identified as “Tier 1” are in areas of development focus or support an identified County priority, such as providing affordable housing or enhancing office development, and represent the highest priority for staff resources and timing. Items identified as “Tier 2” are also valuable and warrant study but may not be in areas of development focus (as compared to Tier 1 items). In most instances, Tier 2 items would be reviewed in conjunction with the submission of a development application and as staff resources are available. Items identified as “Tier 3” are added to the Work Program as deferred studies, with the timing of the review to begin following completion of other studies, planning efforts, or other actions that would influence the policy context for the consideration of a site-specific land use change.

The proposed Work Program adds 53 nominations originating from the 2022-2023 Countywide Site-specific Plan Amendment (SSPA) process. In several instances, nominations near others are proposed to be grouped together for the planning review.

The proposed 2023 Work Program would rescind the authorization of five inactive Plan amendments and remove them from the Work Program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation to adopt the 2023 Comprehensive Plan Amendment Work Program as shown in Attachment I of the Board Item.

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TIMING:

Board action is requested on April 11, 2023.

BACKGROUND:

The current Comprehensive Plan Amendment Work Program is found online at: https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/workprogram/adopted_work_program.pdf#page=1

The Countywide SSPA Screening process, allowing anyone to propose a land use change for the Comprehensive Plan Amendment Work Program, resulted in 53 nominations recommended by the Planning Commission. The nominations are published online at <https://www.fairfaxcounty.gov/planning-development/plan-amendments/sspa/countywide/2022-2023/track-nomination>.

The Countywide SSPA nominations were reviewed by county staff and the community in a series of 18 community meetings held in January – February 2023. Summaries of the community meetings have been published online at <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/countywide/appendix-iv.pdf>.

The Planning Commission held public workshops on the nominations on March 2, March 9, and March 23, 2023, and developed recommendations for the Board at the Work Program Mark-up session on March 29, 2023. The Board of Supervisors' action on the Work Program is the final step of the SSPA Screening process.

Most of the SSPA nominations can proceed as site-specific amendments, however, given the close proximity and/or planning considerations for certain nominations, special studies are proposed for the 1) Innovation Center Transit Station Area, 2) "Franconia Triangle", 3) Springfield Community Business Center and Transit Station Area, 4) I-95 Corridor Industrial Area, and 5) Fair Lakes. These are all proposed as Tier 1 and Tier 2 priority studies. Nominations in the Reston Transit Station Areas are proposed for a combined study as a Tier 3, deferred item, and will be scheduled following the completion of the ongoing Reston Plan Amendment. The Planning Commission's recommendations on the SSPA nominations are:

Braddock District:

- BR-001 – Evergreen Investment Co. LLC (Tier 2)
- BR-002 – EQR Fairfax Corner (Incorporated into pending Fairfax Center Area Phase III study, Tier 1)
- BR-003 – Church of the Good Shephard (Tier 3)

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Dranesville District:

- DR-001 – Innovation Center (Grouped for Innovation Center Station TSA Study, Tier 1)
- DR-002 – Innovation Avenue (Grouped for Innovation Center Station TSA Study, Tier 1)
- DR-003 – Elm Street Communities (Tier 2)
- DR-004 – Rock Hill Development (Grouped for Innovation Center Station TSA Study, Tier 1)
- DR-006 – Dranesville United Methodist Church (Tier 1)

Franconia District:

- LE-001 – Rose Hill Shopping Center (Tier 3)
- LE-002 – 6320 Grovedale Drive (Tier 2)
- LE-003 – Beulah Street (Incorporated into new “Franconia Triangle” study, Tier 1)
- LE-004 – Inova – Springfield Center Drive (Grouped for Springfield CBC/TSA study, Tier 1)
- LE-005 – Vine Street (Tier 3)
- LE-006 / 009 – Springfield Boulevard / Amherst Avenue (Grouped for Springfield CBC/TSA study, Tier 1)
- LE-007 – Sheridonna Lane (Not recommended for Work Program)
- LE-008 – Frontier Drive (Grouped for Springfield CBC/TSA study, Tier 1)

Hunter Mill District:

- HM-001 - 1760 Reston Parkway (Grouped for Reston TSA Study, Tier 3)
- HM-002 - Michael Faraday Court (Grouped for Reston TSA Study, Tier 3)
- HM-003 - Commerce Metro Center (Grouped for Reston TSA Study, Tier 3)
- HM-004 - 12120 Sunrise Valley Drive (Grouped for Reston TSA Study, Tier 3)
- HM-005 - Reston Corner (Grouped for Reston TSA Study, Tier 3)
- HM-006 - Roland Clarke Place (Grouped for Reston TSA Study, Tier 3)
- HM-007 - Preston White Drive (Grouped for Reston TSA Study, Tier 3)
- HM-009 - Association Drive (Grouped for Reston TSA Study, Tier 3)
- HM-010 - Samuel Morse Drive (Grouped for Reston TSA Study, Tier 3)
- HM-013 - Brookfield (Tier 3)
- HM-014 - Lake Fairfax Business Park (Grouped for Reston TSA Study, Tier 3)

Mason District:

- MA-001 – 6675 Little River Turnpike (Not recommended for Work Program)
- MA-003 – Church Street (Tier 2)
- MA-004 – Cavalier Club (Tier 2)
- MA-006 – Gallows Road (Tier 2)
- MA-007 – Pistone’s (Tier 3)

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Mount Vernon District:

- MV-001 – Cityside Huntington (Tier 1)
- MV-002 – Shoppes at Lorton Valley (Tier 2)
- MV-003 – Boston Boulevard (Incorporated into new I-95 Corridor Industrial Area study, Tier 2)
- MV-004 – Boston Boulevard – Costco (Tier 2)
- MV-005 – IMP Building (Incorporated into pending 8800 Richmond Highway study, Tier 3)
- MV-007 – Days Inn (Tier 1)

Providence District:

- PR-001 – Briarwood Farm (Tier 2)
- PR-004 - AT&T Oakton (Tier 1)
- PR-005 - ICF Building (Tier 3)
- PR-006 – Alliance Center (Tier 1)
- PR-007 - Sequoia Capital (Tier 1)
- PR-008 - Merrifield at Dunn Loring Station (Tier 1)
- PR-009 – Fallfax (Tier 3)

Springfield District:

- SP-001 - Fair Lakes - Peterson Options (Grouped for Fair Lakes study (Tier 1)
- SP-002 - Fair Oaks Business Park (Tier 2)
- SP-003 - Fairfax Ridge Road (Tier 2)
- SP-004 - Fair Lakes – Argon Plaza (Grouped for Fair Lakes study, Tier 1)
- SP-007 – 12325 Braddock Road (Not recommended for Work Program)

Sully District:

- SU-001 – Agape House (Tier 1)
- SU-002 - A&A Contracting (Tier 2)
- SU-003 – Discovery Square (Tier 2)
- SU-004 – 14600 Willard Road (Not recommended for Work Program)
- SU-005 – Park Center (Tier 1)
- SU-006 – Wharton Lane (Not recommended for Work Program)
- SU-007 – 13309 Route 29 (Not recommended for Work Program)
- SU-008 – West Ox Road (Not recommended for Work Program)
- SU-010 - Lincoln Park (Tier 2)

Finally, the recommendation would rescind five inactive Plan amendments currently listed on the Work Program:

- PA #2021-I-2B - Mason District (6152 Leesburg Pike / Dar Al-Hijrah Islamic Center), authorized with the South County SSPA but not pursued by the nominators.

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- PA #2021-IV-4MV - Mount Vernon District (2806 Popkins Lane), authorized with the South County SSPA but indefinitely deferred by the Board and has been inactive since March 2022.
- PA #2021-IV-1S - Franconia District (I-95 Corridor Area – Land Unit K South), authorized with the South County SSPA but determined to no longer be necessary given changes in the nature of the nominator’s proposal.
- PA #2019-II-M1 - Dranesville District (Brightview), indefinitely deferred by the Planning Commission in July 2020, and no longer being pursued by the property owner.
- PA #2022-I-L1 - Mason District (Bowl America), authorized through a Board matter but not pursued by the property owner.

PLANNING COMMISSION RECOMMENDATION:

On March 29, 2023, the Planning Commission voted 11-0 (Commissioner Lagana was absent from the meeting) to recommend that the Board of Supervisors adopt the 2023 Comprehensive Plan Amendment Work Program as shown in Attachment I.

EQUITY IMPACT:

The adoption of the Work Program aligns with One Fairfax areas of focus #2 and #11 by providing a development process that can ensure a quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. The current and proposed planning studies on the Work Program include mixes of land use that supports a high quality of life, protects existing stable neighborhoods and green spaces, and promotes employment opportunities, housing, amenities and services for all people.

Following the Board’s acceptance of the SSPA nominations on December 6, 2022, the nominations were screened using the Board’s adopted SSPA justification criteria, that assessed general consistency with the Board’s policies, including those articulated in the Comprehensive Plan, Countywide Strategic Plan, Economic Success Plan, and One Fairfax Policy. A substantial majority of the nominations propose residential or residential mixed use within the County’s development centers, advancing Countywide Comprehensive Plan objectives and One Fairfax Policy areas of focus by providing a wide range of housing opportunities for all people to live and work within the County within mixed use centers that are accessible to multiple modes of transport. The proposed prioritization system, for both the SSPA nominations and the balance of the Work Program, aligns with this area of focus by providing the highest priority of staff resources for planning studies within areas of development focus, as well as proposals that specifically provide opportunities for affordable housing and employment uses.

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Community engagement is described as a part of the process for working towards equity as outlined in the One Fairfax Policy's areas of focus. To this end, the SSPA screening phase included robust community engagement, including a series of eighteen community meetings to hear from members of the public who live and work near the nominated sites, and were attended by over 1,800 people. These meetings were held virtually in most instances. The Department of Planning and Development considered the County's Vulnerability Index, a tool for mapping measures of economic and social wellbeing and vulnerability, to determine where language interpretation needs would likely be necessary to encourage and facilitate participation by residents who speak a primary language other than English. In three instances, in-person meetings were organized in partnership with the Department of Neighborhood and Community Services, at which Spanish language interpretation, light snacks, childcare, and transportation services were provided.

Moreover, the adoption of the work program was the subject of three Planning Commission workshops, which were open to the public for comment and discussion.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Planning Commission Recommendation for 2023 Comprehensive Plan Amendment Work Program

The 2022-2023 Countywide Site-Specific Plan Amendment Nomination Screening White Paper dated March 2023, including Appendices I and II, is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/countywide/pc-whitepaper-nomination-screening.pdf>

White Paper Appendix III: SSPA Summary Comprehensive Plan Considerations, Prioritization Reports, and Nomination Maps, is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/countywide/appendix-iii.pdf>

White Paper Appendix IV: SSPA Community Meeting Summaries: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/countywide/appendix-iv.pdf>

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STAFF:

Rachel Flynn, Deputy County Executive

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Salem Bush, Chief, Public Facilities Branch, PD, DPD

Clara Johnson, Chief, Monitoring & Plan Development Branch, PD, DPD

Graham Owen, Chief, Policy & Plan Development Branch, PD, DPD

Planning Commission Recommendations on the 2023 Draft Fairfax County Comprehensive Plan Amendment Work Program

March 29, 2023

The Comprehensive Plan Amendment Work Program lists authorized current and future planning studies and amendments. The Work Program is organized into a Tier system. The Planning Commission's recommendations for changes to the Work Program, including the addition of site-specific plan amendments recommended to move forward, are shown with additions noted in underline, and with removals noted in ~~strikethroughs~~. SSPA nominations that have been withdrawn by the nominators or are not recommended by the Planning Commission to advance for further review are not included in the draft Work Program.

Plan Amendment Name and Number	Supervisor District	Authorization Date	General Purpose	Comment
Tier 1				
Policy Amendments				
Policy Plan Amendments -- 2022-CW-2CP -- PA-2022-00009	Countywide	12/6/2022	This Comprehensive Plan amendment will 1) review, update, and streamline existing Policy Plan elements; 2) add new Policy Plan elements as needed; and 3) ensure the Policy Plan is in alignment with the Countywide Strategic Plan, the One Fairfax Policy, and other recently adopted policies and initiatives. Initial efforts will focus on the Land Use, Environment and Transportation elements, and the potential addition of equity and community health policies to the Policy Plan.	Tier 1
Manufactured Housing -- 2022-CW-1CP -- PA-2022-00006	Countywide	10/11/2022	Consideration of a one-for-one replacement policy for manufactured housing units being redeveloped, as well as strengthening existing manufactured housing language in the Plan, identifying inconsistencies in manufactured housing policies, and assessing the Area Plans to determine if changes are needed for existing recommendations for the manufactured housing communities in the County.	Tier 1
Heritage Resources -- 2017-CW-4CP	Countywide	12/7/2009	Update recommendations for Inventory of Historic Sites on an annual basis, if needed.	Tier 1
Public Facilities Policy Plan -- 2020-CW-1CP	Countywide	7/14/2020	Consideration of a Comprehensive Plan amendment to update the Public Facilities Policy Plan and related updates to Area Plans, including reviewing the alignment of those updates with the CIP. The effort will begin with the Public Schools element of the Public Facilities section of the Policy Plan and include the School's Committee recommendations.	Tier 1
Public Facilities Plan Map Amendment -- 2013-CW-5CP	Countywide	7/9/2013	Follow-on Considerations to Plan Amendment S11-CW-1CP, Adopted Amendment No. 2011-12: -- Coordinate with other local and state utilities, such Dominion Virginia Power, that own property planned for uses other than Public Facilities, Governmental, and Institutional uses to determine if those properties should be re-planned as Public Facilities, Governmental, and Institutional uses. -- Update Area Plans and Policy Plan text as necessary to reflect new public facilities and changes to existing public facilities identified during the Plan Map update process that were outside of the scope of that process. -- Consider re-planning land recommended for public facilities that is developed as residential and non-residential uses. -- <u>This authorization will be incorporated with the Tier 1 Public Facilities Policy Plan update.</u>	Tier 1

Areawide Studies

Fairfax Center Area, Phase III, Core Area -- 2013-III-FC1 (C)	Braddock	12/6/2016	Pursue a third phase of the Fairfax Center Area Suburban Center Study to evaluate and update Plan recommendations for the Core Area. This study will include conduct a transportation analysis and may also include editorial updates for the Fairfax Center Area to ensure that Plan recommendations account for existing and entitled development. The study should include Tax Map Parcel 56-2 (11) 1C (Reserve at Fairfax Ridge) for an increase in intensity up to 0.42 FAR to accommodate additional residential uses and consider topography and pedestrian connectivity to the adjacent Fairfax Corner development (CPN22-BR-002) for Fairfax Center Core Area nominations and conclude a review of the core area, which consists of Land Units A and B of the Fairfax Center Area Suburban Center.	Tier 1
Reston Area Study -- 2020-III-UP1	Hunter Mill	1/14/2020	This Comprehensive Plan amendment will consider: -- Projected population thresholds for Reston, and how to ensure that population, infrastructure and the environment are all in balance -- Land use in the village centers (Hunters Woods, South Lakes and North Point) – including clarification of what type of future redevelopment proposals might require an amendment to the Comprehensive Plan -- The adequacy of existing plan language to generate additional affordable housing, and improvements to plan language to encourage preservation and enhancement of existing communities that now provide affordable housing -- The adequacy of existing and planned pedestrian and bicycle infrastructure for accessing Silver Line stations -- The adequacy of existing Comprehensive Plan guidance to facilitate urban-scale mobility and development design in the TSAs while protecting the stability of nearby neighborhoods -- Existing Comprehensive Plan transportation improvements to ensure that they are aligned with planned development -- How the Comprehensive Plan could better facilitate enhancement of Reston’s natural environment, encourage energy efficiency and support sustainable green neighborhoods -- How the Comprehensive Plan could address concerns about monopolization of ownership in Reston, and ways to encourage diverse ownership and/or management over the long term -- Whether the historic practice of promoting privately-owned and managed open space sufficiently addresses public needs during the next 50 years of Reston	Tier 1
Centreville Study -- 2022-III-BR1 -- PA-2022-00008	Sully	10/25/2022	Comprehensive Plan amendment to consider updating Plan guidance for the Centreville Area, including the Centreville Suburban Center. -- Phase I: Public engagement initiatives and evaluation of existing conditions -- Phase II: Consideration and evaluation of new land use policy recommendations	Tier 1
Lorton Visioning -- 2021-IV-LP1 -- PLUS Number PA-2021-00011	Mount Vernon	1/26/2021	Consideration of a Comprehensive Plan amendment for land use in the LP2 Lorton-South Route 1 Suburban Center, generally comprising Tax Maps 107-1, 107-2, 107-3, 107-4, 108-1, 108-3, 113-1, 113-2, 113-3, 113-4, 114-1. The focus should be placed on the Lorton Road area east of Silverbrook Road including the Lorton Town Center, and the Route 1 corridor from Fort Belvoir to the Occoquan River. The Comprehensive Plan amendment should reflect the community’s future vision. As part of the study, new or improved placemaking and connectivity opportunities should be considered in the context of the immediate area’s many unique historic, cultural, natural, recreational and transportation assets to ensure a comprehensive evaluation of additional ways to embrace and link to these distinct places.	Tier 1

West Falls Church, Transit Station Area (TSA), Sub-Unit A-2 – PA 2023-II-M1	Dranesville	3/21/2023	Consideration of a Comprehensive Plan amendment for sub-unit A-2 of the West Falls Church TSA. The plan amendment should consider a land use shift from planned institutional use to office use. The proposed change should not increase the planned FAR and it should be demonstrated that any proposed changes meet the broader goals of the West Falls Church TSA Plan. The Plan Amendment should be reviewed concurrently with the zoning application.	Tier 1
Transportation Studies				
Route 7 Bus Rapid Transit BRT -- 2021-CW-T1 -- PA-2021-00020	Countywide	7/27/2021	Consideration of a Comprehensive Plan to include recommendations of the preferred alignment and associated potential stations of the Route 7 BRT Study. The plan amendment will include: -- -- Defining the two additional lanes along Route 7 recommended in the current Comprehensive Plan (from 1-66 to International Drive) for exclusive use by median-running BRT; -- -- Repurposing two existing lanes along International Drive (from Route 7 to Lincoln Circle) for exclusive median-running BRT; -- -- Defining the BRT route from the West Falls Church Metrorail Station to Tysons along Route 7 (from 1-66) to Spring Hill Metrorail Station (via International Drive); and -- -- Potential station locations along this segment of the BRT route	Tier 1
Site-Specific Amendments				
Topgolf Site, Kingstowne Area -- 2015-IV-RH1	Franconia	10/20/2015	Consider an amendment to the Comprehensive Plan for Tax Map parcels 91-2 ((1)) 35A and 35B to consider a mix of residential uses, up to approximately 275 residential units, and up to 20,000 gross square feet of retail uses. Consider also that the retail development may be increased up to 70,000 gross square feet to accommodate an appropriate retail anchor, such as a grocery store.	Tier 1
Villa Park Road -- 2021-IV-S2 -- PA-2021-00013	Franconia	3/23/2021	Consideration of a Comprehensive Plan amendment for residential use up -- to a density of 8.5 dwelling units per acre (up to 49 dwelling units) for the subject -- property (Tax Map Parcel 90-2 ((4)) 19 and 20).	Tier 1
6235 and 6245 Brandon Ave -- 2021-IV-FS1 -- PA-2021-00018	Franconia	6/22/2021	Consideration of a Comprehensive Plan for self-storage use up to an intensity of 3.0 FAR (175,000 square feet), with community-serving retail or alternative, non-residential use on the ground-floor, in conjunction with neighboring parcel Tax Map 80-4 ((1)) 5C1. Special consideration to innovative architecture that does not present as traditional self-storage and a site layout and other measures that would achieve the goals of the Springfield Community Business Center.	Tier 1
Bailey's CBC, Sub-unit B5 -- 2022-I-B1 -- PA-2022-00005	Mason	5/10/2022	Consideration of a Comprehensive Plan Amendment for Sub-Unit B-5 of the Baileys Town Center District for a mix of residential and commercial uses with a strong emphasis on parcel consolidation, design, and open space in addition to building heights ranging from four to up to 14 stories for the subject property. The Carousel Court Apartments, on the south side of Seminary Road, are part of Land Unit B-5 but will not be considered for a change in land use or density.	Tier 1

Brookside Motel -- 2021-IV-MV1 -- PA-2021-00023	Mount Vernon	12/7/2021	Consideration of a Comprehensive Plan for multifamily residential use on Tax Map Parcels 83-3 ((1)) 57A and 59, after a floodplain study and Resource Protection Area (RPA) delineation have been completed and approved by staff to locate the pre-development 100-year floodplain and RPA, respectively. Review of the proposed amendment should be reviewed concurrently with a rezoning application.	Tier 1
Pan Am Shopping Center -- 2021-II-V1 -- PA-2021-00024	Providence	12/7/2021	Consideration of a Comprehensive Plan for mixed-use development on Tax Map Parcel 48-4((1))12F with a broader mix of uses than what exists today. The plan further states that any development or improvements should respect the adjacent Thompson Cemetery (Tax Map 48-4((1))13A) as well as the floodplain on the site. Review of the proposed amendment should consider reviewed concurrently with a rezoning application.	Tier 1
Judicial Complex -- 2022-II-F1 -- PA-2022-00007	Providence	10/11/2022	This Comprehensive Plan amendment will consider the expansion of public facility uses, including new residential uses that may include affordable and supportive housing, and other land uses supportive of the 2021 Judicial Complex Master Plan for Tax Map parcels 57-3 ((1)) 17 and 57-4 ((1)) 14. It is anticipated that the Plan amendment will be reviewed concurrently with a zoning application once it is submitted.	Tier 1
Cornerstones -- 2022-III-FC1 - PA-2022-00003	Sully	2/22/2022	Consideration of a Comprehensive Plan option for affordable housing at a density of up to 35 du/ac for a 1.12-acre county-owned property (Tax Map Parcels 46-3 ((1)) 8 and 9B), located northwest of the interchange of Route 50 and West Ox Road, within the Fairfax Center Area Suburban Center. The site is currently planned for low-density residential use at the baseline level or office use at the overlay level. Cornerstones, Inc. proposes construction of a 34-unit multifamily building with on-site supportive services that would serve low and very low-income individuals. The Plan Amendment will be reviewed concurrently with a rezoning application once it is submitted. A noise impact study shall also be a key component in the review of the amendment.	Tier 1
Renaming of Lee District to Franconia District -- 2022-CW-3CP -- PA-2022-00010	Franconia	12/6/2022	Consideration of editorial changes in the Comprehensive Plan to revise references to the Lee District as the Franconia District.	Tier 1
Site-Specific Amendments - Proposed to be added				
<u>Innovation Center TSA North Study</u>	<u>Dranesville</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Dulles Suburban Center, Land Unit L, encompassing the northern portion of the Innovation Center Station, including, but not limited to, specific considerations for the proposed land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide SSPA process (CPN22-DR-001, CPN22-DR-002, and CPN22-DR-004). The location of transportation improvements associated with the review of this study should be carefully considered to ensure adherence to the County's Transit-Oriented Development Guidelines.</u>	Tier 1
<u>Springfield TSA/CBC Study</u>	<u>Franconia</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for the Springfield Transit Station Area and Community Business Center to consider the recommendations of the Springfield Market Study, as well as the land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide SSPA process (CPN22-LE-004, CPN22-LE-006, CPN22-LE-008, and CPN22-LE-009).</u>	Tier 1

<u>Penn Daw CBC Land Unit C Study</u>	<u>Mount Vernon</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Penn Daw CBC Land Unit C, including, but not limited to specific considerations for the proposed land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide SSPA process (CPN22-MV-007).</u>	Tier 1
<u>Fair Lakes Study</u>	<u>Springfield</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Sub-unit E1 of the Fairfax Center Suburban Center, including but not limited to specific considerations for the proposed land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide SSPA process (CPN22-SP-001, CPN22-SP-004).</u>	Tier 1
<u>Franconia Triangle (S-9 Beulah Community Planning Sector Recommendation Area #3)</u>	<u>Franconia</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Recommendation area #3 of the S-9 Beulah Community Planning Sector, including but not limited to specific considerations for the proposed land use mix and density/intensity proposed for land areas within the study area accepted into the 2022-2023 Countywide SSPA process (CPN22-LE-003).</u>	Tier 1
<u>Dranesville United Methodist Church -- CPN22-DR-006</u>	<u>Dranesville</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 6-4 ((1)) 66B, 70A, and 6-4 ((14)) A for an affordable independent living facility with up to 90 units, along with retention of the existing church building and other approved (yet to be built) uses, including a nursery school and childcare.</u>	Tier 1
<u>Cityside Huntington -- CPN22-MV-001</u>	<u>Mount Vernon</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 83-3 ((1)) 90 and 90B for residential use at 50-65 dwelling units per acre provided that additional units above the current plan are committed, long-term affordable housing.</u>	Tier 1
<u>AT&T Oakton -- CPN22-PR-004</u>	<u>Providence</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcel 47-2 ((1)) 58 for residential mixed-use up to 1.0 FAR, consisting of single-family attached and multifamily dwellings, office use, and community serving retail use. Specific considerations should include evaluating the site as the potential Core for the Flint Hill Suburban Center, achieving compatible transitions to adjacent residential areas, tree preservation, and multimodal access and circulation.</u>	Tier 1
<u>Alliance Center -- CPN22-PR-006</u>	<u>Providence</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 49-3 ((34)) 2929 and 2932 for residential mixed use up to 3.0 FAR, consisting of multifamily units and ground floor non-residential uses.</u>	Tier 1
<u>Merrifield at Dunn Loring Station Apartments -- CPN22-PR-008</u>	<u>Providence</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 49-2 ((1)) 39, 40, 48 and 53 for residential mixed use up to 1.9 FAR, consisting of residential, office, hotel, and office uses.</u>	Tier 1
<u>Sequoia Capital -- CPN22-PR-007</u>	<u>Providence</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 49-1 ((19)) A, C, D, E2, F1, F2, F3, F4, G, H, 1, 2, 3 and 4 for residential mixed use up to 1.35 FAR on Sub-unit D1.</u>	Tier 1
<u>Agape House -- CPN22-SU-001</u>	<u>Sully</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcel 34-4 ((12)) C7 for an option for affordable independent living, continuing care, and/or other age-restricted uses, up to 250 units. Specific considerations should include the provision of open space, onsite amenities, multimodal connections around the site, and access to services.</u>	Tier 1

Park Center -- CPN22-SU-005	Sully	TBD	Consideration of a Plan amendment for Tax Map Parcel 43-2 ((2)) 39C for office use up to 0.69 FAR.	Tier 1
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Plan Amendment Name and Number	Supervisor District	Authorization Date	General Purpose	Comment
Tier 2				
Fairfax Center Suburban Center Sub-Unit J1 and J2 and Evergreen Investment Co. LLC -- CPN22-BR-001	Braddock	TBD	· Consideration of a Plan amendment for Sub-Units J1 and J2 of the Fairfax Center Suburban Center to evaluate the mix of uses and allowable densities, including specifically Tax Map Parcel 56-2 ((1)) 29A for residential use up to 1.9 FAR consisting of up to 200 multifamily units. Specific considerations should include the relationship of residential uses to the office uses in the broader area, and additional consideration of the density, bulk, mass, and orientation of the building and amenities to adjacent properties and the planned Route 50 interchange at the site.	Tier 2
Elm Street Communities -- CPN22-DR-003	Dranesville	TBD	· Consideration of a Plan amendment for Tax Map Parcel 40-1 ((1)) 39 for an option for residential use up 12-16 du/ac, consisting of 122-162 townhome units with maximum height of 50 ft.	Tier 2
6320 Grovedale Drive -- CPN22-LE-002	Franconia	TBD	· Consideration of a Plan amendment for Tax Map Parcel 81-3 ((5)) 10 for childcare center use.	Tier 2
Church Street -- CPN22-MA-003	Mason	TBD	· Consideration of a Plan amendment for Tax Map Parcels 61-2 ((17A)) 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 for mixed-use up to 1.0 Floor Area Ratio (FAR) [approximately 82,000 square feet (sf)], including 60 multifamily dwelling units and approximately 18,000 sf of ground floor, community-serving retail.	Tier 2

<u>Cavalier Club -- CPN22-MA-004</u>	<u>Mason</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 51-3 ((1)) 43 to add an option to allow mix of uses, including 20,000 square feet of retail and an increase in residential density to 20+ du/ac (approximately 300 new multifamily dwelling units). The existing residential structure is proposed to remain.	Tier 2
<u>Gallows Road -- CPN22-MA-006</u>	<u>Mason</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcels 59-2 ((11)) 29A, 29B, 30, 31, 32, 33, 34, and 35 to add an option for planned density of 3-4 dwelling units per acre. Specific considerations should include potential interparcel multimodal access, stormwater improvements, and consideration of environmental features. The inclusion of parcel 59 – 2 ((11)) 29B will ensure the opportunity to consider the full extent of the transition from the proposed development to the townhouse community to the west.	Tier 2
<u>Shoppes of Lorton Valley -- CPN22-MV-002</u>	<u>Mount Vernon</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel Tax Map Parcels 106-2 ((7)) 1, 4, 5 and 106-2 ((1)) 9A to remove the recommendation discouraging free-standing retail structures and allow a drive-thru facility within the existing shopping center parking lot. Specific considerations should include opportunities to improve pedestrian connections and vehicle circulation and queuing.	Tier 2
<u>Boston Boulevard – Costco -- CPN22-MV-004</u>	<u>Mount Vernon</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 99-1 ((12)) 24 for retail use to allow the subject site to consolidate with the abutting Costco parcel to allow for additional parking or a Costco member-only gas station. Specific considerations should include stormwater improvements to protect Accotink Creek, opportunities to improve pedestrian connections, and vehicle circulation and queuing.	Tier 2
<u>I-95 Corridor Industrial Area (CPN22-MV-003)</u>	<u>Mount Vernon / Franconia</u>	<u>TBD</u>	· Consideration of a Plan amendment to evaluate appropriate locations for residential uses within the I-95 Corridor Industrial Area. The study should include Tax Map Parcels 99-1 ((12)) 10, 11A (part) and 15, 98-2 ((18)) 3, 11B, and 12 for residential use at 20-25+ du/ac (CPN22-MV-003).	
<u>Briarwood Farm -- CPN22-PR-001</u>	<u>Providence</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 48-2 ((7)) 4, 5, 6, 11, 12, 13 and 14 for Residential uses at up to 4-5 du/ac	Tier 2
<u>Fair Oaks Business Park -- CPN22-SP-002</u>	<u>Springfield</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 56-2 ((1)) 74B; 57-1 ((1)) 10 and 23 for residential mixed-use up to 1.2 FAR in 5-6 story buildings, consisting of 750-900 residential units and 60k - 120k square feet (sf) of office use, ancillary retail use and potential continuing care or assisted living uses. Specific considerations should include the provision of residential-serving amenities, future connectivity with planned uses in the land unit and in the City of Fairfax and ensuring that adjacent properties fronting on Route 50 can develop in line with the adopted plan.	Tier 2
<u>Fairfax Ridge Road -- CPN22-SP-003</u>	<u>Springfield</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcels 46-4 ((1)) 15B; 56-2 ((1)) 15C and 15D for residential use up to 1.5 FAR, consisting of two new multifamily buildings containing up to 400 residential units and up to 70 feet in height. The existing office building would be demolished and the existing parking structure would be retained and utilized for residential parking.	Tier 2
<u>A&A Contracting -- CPN22-SU-002</u>	<u>Sully</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 33-2 ((1)) 1 for warehouse or surface parking for vehicle storage up to 0.35 FAR. Specific considerations should include the delineation and preservation of the Cub Run Environmental Quality Corridor, stormwater improvements, and viable interparcel access.	Tier 2

<u>Discovery Square -- CPN22-SU-003</u>	<u>Sully</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcel 24-4 ((1)) 6C1 to amend Dulles Suburban Center Land Unit D-3, Option B, to allow approximately, but not limited to, 29,000 square feet of retail, as well as 50 townhouses and 4 live/work units.</u>	Tier 2
<u>Lincoln Park -- CPN22-SU-010</u>	<u>Sully</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcels 24-4 ((1)) 6F and 6E for residential use with approximately 177 units at 18 dwelling units per acre (du/ac).</u>	Tier 2

Plan Amendment Name and Number	Supervisor District	Authorization Date	General Purpose	Comment
Tier 3				
Parks Comprehensive Plan Update -- S11-CW-3CP(B)	Countywide	12/6/2011	Phase 2/3: Amend parks recommendations in planning district recommendations to align with Great Parks, Great Communities plans as a part of district planning studies.	Tier 3
Transportation – County Transit Network Study -- 2013-CW-T4	Countywide	7/9/2013	Evaluate potential amendments resulting from countywide transit study: -- Phase I: Modification of Countywide Transportation Plan recommendations -- Phase II: Modification of activity center recommendations --	Tier 3
8800 and 8850 Richmond Highway -- 2018-IV-MV2	Mount Vernon	3/6/2018	Comprehensive Plan amendment to consider residential use up to eight dwelling units per acre for Tax Map parcels 109-2 ((1)) 18C, 19, and 20, <u>and up to thirty dwelling units per acre for Tax Map parcel 109-2 ((1)) 13A (CPN22-MV-005).</u>	Tier 3
Beacon/Groveton and Hybla Valley/Gum Springs Areas -- 2018-IV-MV3	Mount Vernon	3/20/2018	Comprehensive Plan amendment to evaluate the effect of the planned Metrorail extension on the areas within one-half mile of the potential station locations at Beacon/Groveton and Hybla Valley/Gum Springs areas. The evaluation may consider land use and development around the stations, including the effect on the surrounding neighborhoods. Elements such as access and connectivity should be considered. -- The Beacon Hill Apartments should be considered as a site of particular interest for potential redevelopment and the preservation of workforce housing.	Tier 3
Richmond Highway Corridor – Suburban	Mount Vernon	3/20/2018	Evaluate the planned land uses within the suburban neighborhood areas between Community Business Centers along Richmond Highway.	Tier 3

Neighborhood Study -- 2018-IV-MV6				
SNA Between South County Center and Woodlawn CBCs (Engleside Trailer Park / Ray's Mobile Home Colony) -- SSPA 2021-IV-1MV -- PLUS Number PA-2021-00003	Mount Vernon	1/26/2021	Consideration of revisions to the plan option for Recommendation Area #3 of the Suburban Neighborhood Area (SNA) between South County Center and Woodlawn CBCs to increase the planned density from 16-20 du/ac to 20-30 du/ac, as well as adjusting the recommended neighborhood retail and/or office use component. The amendment should consider the requested density only with substantial if not full consolidation of the Land Unit and with the replacement of the existing affordable residential units on-site in the redevelopment on a 1:1 basis. Review of the amendment should begin subsequent to the conclusion of the Affordable Housing Preservation Task Force and should consider, as part of the evaluation, any resulting Board action, including any countywide changes to County policy regarding mobile/manufactured housing, resulting from this effort. The amendment should include staff review of the adopted watershed plans and include appropriate recommendations as part of the staff analysis.	Tier 3
Mount Vernon Highway Between Hybla Valley/ Gum Springs and South County Center CBCs -- SSPA 2021-IV-2MV -- PLUS Number PA-2021-00004	Mount Vernon	1/26/2021	Consideration of a Comprehensive Plan amendment to evaluate the recommended land use and density planned in Recommendation Area #5 of the Suburban Neighborhood Area (SNA) between Hybla Valley/Gum Springs and South County Center Community Business Centers (CBCs). Specific considerations should include an increase in the planned density of the residentially planned parcels fronting on Mount Vernon Highway from 2-3 du/ac to 5-8 du/ac. The amendment should include staff review of the adopted watershed plans and include appropriate recommendations as part of the staff analysis.	Tier 3
Van Dorn TSA Land Units D and E (part) -- SSPA 2021-IV-1RH -- PLUS Number PA-2021-00008	Franconia	1/26/2021	Consideration of a Comprehensive Plan amendment for Land Unit D of the Van Dorn Transit Station Area to evaluate residential mixed-use development with office and self-storage as secondary uses, up to 850,000 square feet (SF), on 5605 Oakwood Road, and residential mixed-use, including office, institutional and/or industrial, up to 1.0 FAR, on 5400-5604 Oakwood Road, as a modification to the adopted Plan option for office mixed-use. Limited supportive commercial uses and modification of the phasing limitations within Land Unit D may be evaluated. The implications of the proposed land use changes on the northern portion of Land Unit E (Tax Map Parcel # 0812 01 0025A) and the effect of the proposed land use change on the planned connection between Oakwood Road to Vine Street (as referred to in the Fairfax County Capital Improvement Plan 2021-2025, Page 213) also should be studied. The amendment should include staff review of the adopted watershed plans and include appropriate recommendations as part of the staff analysis. --	Tier 3
Site-Specific Amendments – To Be Added				
<u>Church of the Good Shepherd -- CPN22-BR-003</u>	<u>Braddock</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for Tax Map Parcel 69-4 ((1)) 6A for residential use 2-3 dwelling units per acre for approximately 8 detached residences, while retaining the existing church. Specific considerations on the church site should include opportunities to consider affordable housing, tree preservation, usable open space, and other factors to achieve compatibility with the surrounding neighborhood.</u>	Tier 3
<u>Reston TSA Study</u>	<u>Hunter Mill</u>	<u>TBD</u>	<u>Consideration of a Plan amendment for land areas accepted into the 2022-2023 Countywide SSPA process for the Reston Transit Station Areas, including, but not limited to, specific considerations for the proposed land use mix, density/intensity, consolidation recommendations, and other proposed changes (CPN22-HM-001, 002, 003, 004, 005, 006, 007, 009, 010, 014).</u>	Tier 3

<u>Brookfield -- CPN22-HM-013</u>	<u>Hunter Mill</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcels 18-3 ((1)) 4, 5; 18-3 ((2)) 1, 2A, 4, 4A, 6; 18-3 ((3)) 2A, 3A; 18- 4 ((1)) 22, 26B1; 18-4 ((8)) 1A, 2, 3 for detached and attached residential use and potential retail use. Specific considerations should include the appropriate residential density, intensity of any retail, building scale, screening, buffering, environmental impact, connectivity, circulation, and provision of parks.	Tier 3
<u>Rose Hill Shopping Center -- CPN22-LE-001</u>	<u>Franconia</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 82-3 ((1)) 41E for mixed-use consisting of multifamily residential and retail use. Specific considerations should include the appropriate land use mix and density level, adequate transitions in building height and scale, screening and buffering, and multimodal access and circulation.	Tier 3
<u>Vine Street -- CPN22-LE-005</u>	<u>Franconia</u>	<u>TBD</u>	· Consideration of a Plan amendment for Land Unit B of the Van Dorn TSA for residential mixed use. Specific considerations should include accommodating the results of the I-495 Express Lane VDOT Study and evaluating the existing options in the adopted plan for synthesis.	Tier 3
<u>Pistone's -- CPN22-MA-007</u>	<u>Mason</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 51-3 ((1)) 2 and 3 for Plan option for mixed use, including up to 450 residential units and retail use for a total of up to 450,000 square feet (or 2.9 FAR of the current property area). Specific considerations should include right of way impacts from the potential Seven Corners Ring Road.	Tier 3
<u>ICF Building -- CPN22-PR-005</u>	<u>Providence</u>	<u>TBD</u>	· Consideration of a Plan amendment for Tax Map Parcel 48-4 ((1)) 1E and 1G for Residential uses up to a density of 65-80 du/ac, including the potential for adaptive reuse of the existing office building for partial redevelopment, or redevelopment of the entire site for multi-family residential uses. Specific considerations should include the appropriate density level, provision of residential amenities, usable open spaces, and multimodal connections to the Vienna Metrorail Station, Pan Am Shopping Center, and other nearby destinations.	Tier 3
<u>Fallfax -- CPN22-PR-009</u>	<u>Providence</u>	<u>TBD</u>	· Consideration of a Plan amendment for Shreve-West Community Planning Sector Recommendation #1B, for an option for residential mixed use up to 1.9 consisting of multifamily residential and ground floor retail uses. Specific considerations should include avoidance of flood-prone areas, stormwater improvements, the appropriate density level, provision of residential amenities, usable open spaces, and multimodal connections along Route 29.	Tier 3

Plan Amendment Name and Number	Supervisor District	Authorization Date	General Purpose	Comment
To Be Removed				
9439 Leesburg Pike 2019 II-M1	Dranesville	7/30/2019	This Comprehensive Plan amendment will consider a continuing care facility with 172 beds and up to an intensity of 0.65 FAR for the subject property.	Proposed to be removed.
6152 Leesburg Pike / Dar Al-Hijrah Islamic Center -- SSPA 2021 I-2B -- PLUS Number PA-2021-00002	Mason	1/26/2021	Consideration of a plan option for senior housing at 5-8 du/ac (6152 Leesburg Pike, Tax Map Parcel 51-3 ((1)) 0021A); and the expansion of the existing place of worship to include a community center and potential supporting uses including up to 25 units of senior housing and/or ancillary retail; total including all proposed uses is up to an intensity of 0.5 FAR (Dar Al-Hijrah Islamic Center, Tax Map Parcels 51-3 ((1)) 19B, 21A, and 22; 51-3 ((20)) 1, 2, 3, 4, and 5; TM 51-4 ((11)) 6, and 7.) Review of the proposed amendment should consider the two sites concurrently, and should include but is not limited to the following considerations: impacts on the transportation network; a thorough evaluation of various site and building design elements such as stormwater management; tree preservation to the greatest extent possible and opportunities for new green space and landscaping; transitions in building height to surrounding residential uses; and parking management. Staff should consider opportunities for on-site stormwater management beyond the current regulations that could be pursued with redevelopment. Lastly, a cumulative transportation analysis should be conducted with First Christian Church.	Proposed to be removed.
2806 Popkins Lane -- SSPA 2021 IV-4MV -- PLUS Number PA-2021-00006	Mount Vernon	1/26/2021	Consideration of a Comprehensive Plan amendment to evaluate a plan option for Residential use at 5-8 du/ac on Tax Map Parcel 113-2 ((1)) 53, with considerations for workforce housing in the development and an evaluation of the localized transportation network to determine the optimal site access and minimize potential conflicts on streets surrounding the site. The amendment should include staff review of the adopted watershed plans and include appropriate recommendations as part of the staff analysis.	Proposed to be removed.
I-95 Corridor Area Land Unit K South -- SSPA 2021 IV-1S -- PLUS Number PA-2021-00010	Franconia	1/26/2021	Consideration of a Comprehensive Plan amendment for a mix of uses including industrial, office, and institutional uses up an intensity of 1.0 FAR, on Tax Map Parcels 99-2 ((1)) 2, 2A, 3, 5, 5A, and 7. A law enforcement training facility is identified as a potential institutional use. Consideration should be given to retaining certain existing business, such as Potomac Steel, within the redevelopment, trip neutrality as compared to the base Plan, stormwater management, buffering and screening and LEED certification. The amendment should include staff review of the adopted watershed plans and include appropriate recommendations as part of the staff analysis.	Proposed to be removed.

Bowl America 2022 I L1 PA 2022 00002	Mason	1/25/2022	Consideration of a Comprehensive Plan for residential use.	Proposed to be removed.
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Board Agenda Item
April 11, 2023

ACTION – 10

Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Private Activity Revenue Bonds or Notes in an Amount Not to Exceed \$99,000,000 to Finance the 265-Unit Dominion North Four Portion of the Proposed Dominion Square Development (Hunter Mill District)

ISSUE:

Board authorization for the FCRHA to issue tax-exempt private activity revenue bonds or notes in an aggregate amount not to exceed \$99,000,000 as part of the overall financing plan for the development of the Dominion North Four Project (The North Four Project).

RECOMMENDATION:

The County Executive recommends the following as part of the overall financing of the North Four Project:

1. Authorize the FCRHA to submit an application to the Virginia Department of Housing and Community Development (VADHCD) for the necessary private activity bond allocation.
2. Approve FCRHA's issuance of private activity tax-exempt bonds in an aggregate amount not to exceed \$99,000,000.

TIMING:

Board action is requested on April 11, 2023, in order to secure VADHCD private activity bond allocation and meet the desired December 2023 North Four Project closing.

BACKGROUND:

On July 15, 2021, the FCRHA approved entering into an Initial Development Agreement with Arlington Partnership for Affordable Housing (APAH) for the development of property located at 1592 Spring Hill Road, Tysons, VA 22182, in the Hunter Mill District, to be known as the Dominion Square Project (the Project). A Final Development Agreement was entered into by the FCRHA and APAH on February 24, 2022. The North Four Project is approximately one half of the Project, which is expected to be comprised of the following:

Board Agenda Item
April 11, 2023

1. One 265-unit affordable multi-family building (the North Four Building) for households with incomes at or below 30 percent of Area Median Income (AMI), 50 percent of AMI, and 60 percent of AMI.
2. One 251-unit affordable multi-family building (the South Four Building) for households with incomes at or below 30 percent of AMI, 50 percent of AMI, and 60 percent of AMI.

A more detailed summary of the Project is attached to this item as Attachment 2.

Summary of Anticipated Project Financing

APAH contemplates using a combination of financing options to develop the Project. A detailed summary of the anticipated financing sources and uses for the Project is attached to this item as Attachment 3.

The Bonds to be Authorized

APAH has requested the Bonds to be issued in an amount not to exceed \$99,000,000 (50 percent of eligible basis plus land), which final bond amount will be determined before closing and upon completion of full underwriting. The FCRHA will request an allocation for private activity volume cap from VADHCD in order for the Bonds to be tax-exempt.

The Bond financing structure is expected to involve the issuance of tax-exempt, rated, cash-collateralized bonds that convert, following completion of North Four Project construction and stabilization, to a tax-exempt note to be purchased by Freddie Mac. During construction, the North Four Project will also be financed through a separate construction loan provided by a to-be-determined construction lender, with the Bonds being 100 percent cash-collateralized with no risk to the FCRHA, the County or the bondholders. The fundamental role of the FCRHA would be as a “conduit” provider of tax-exempt financing for the North Four Project, with cash pledged by the Borrower and/or a mortgage on the North Four Project being the sole source for repayment.

If this action is approved, the FCRHA will issue the requested Bonds in the original principal amount not to exceed \$99,000,000. The Bonds will be nonrecourse to the FCRHA, rated and bear interest at an initial short-term fixed interest rate, and publicly offered by Stifel, Nicolaus & Company, Inc., as underwriter.

Timeline

The estimated timetable for the North Four Project is as follows:

Board Agenda Item
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Loan Underwriting Committee Meeting	March 9, 2023
Tax Equity and Fiscal Responsibility Act (TEFRA) Advertisement #1	March 2, 2023
TEFRA Advertisement #2	March 9, 2023
TEFRA Public Hearing and FCRHA Approval of Bond Issuance	March 16, 2023
Board of Supervisors Approval of Bond Issuance	April 11, 2023
Private activity bond application approved and allocation awarded by VADHCD	August 2023
FCRHA Final Bond Resolution	September 14, 2023
Financial Closing / Construction Start	December 2023

FISCAL IMPACT:

The FCRHA will receive an upfront bond issuance fee at the time of closing in the amount of \$195,000, which is the short-term bond monitoring fee of \$65,000 per year for three years until the mandatory tender date on which the Bonds are expected to convert to the permanent phase. In addition, the FCRHA has also received a Bond Application Fee of \$5,000. The FCRHA will also charge a long-term bond monitoring fee of .25% on the outstanding balance of the Bonds annually after conversion. All fees will go into Fund 810-C81000, FCRHA General Operating Fund.

ENCLOSED DOCUMENTS:

- Attachment 1 – Resolution Number XX-23
- Attachment 2 – Project Summary
- Attachment 3 – Sources and Uses
- Attachment 4 – Vicinity Map

STAFF:

Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate, Finance and Development, HCD
Debashish Chakravarty, Associate Director, Real Estate Finance and Grants Management, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney

Resolution Number XX-23

Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Private Activity Revenue Bonds or Notes in an Amount Not to Exceed \$99,000,000 to Finance the 265-Unit Dominion North Four Portion of the Proposed Dominion Square Development (Hunter Mill District)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia on Tuesday, April 11, 2023, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Redevelopment and Housing Authority (FCRHA) of Fairfax County, Virginia desires to issue, sell, and deliver its tax-exempt multifamily housing revenue bonds or notes (Bonds) in a principal amount not to exceed \$99,000,000 to provide financing for the Project described below; and

WHEREAS, the FCRHA was established pursuant to Title 36 of the Virginia Code (the Act), and pursuant to Section 36-19 of the Act, the FCRHA is authorized to make loans for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation area, or a rehabilitation area; and

WHEREAS, the proceeds of the Bonds will be used to finance the construction and development of 265 residential units comprising the Dominion North Four project (the Project); and

WHEREAS, the FCRHA held a public hearing on March 16, 2023, for which public notice was duly given on March 2, 2023 and republished on March 9, 2023; and

WHEREAS, the notices and the public hearing complied with the regulations applicable to tax-exempt bonds under Section 147(f) of the Internal Revenue Code of 1986, as amended (the Code); and

WHEREAS, in order to assist in the Board's approval of the issuance of the Bonds on a tax-exempt basis as required under Section 147(f) of the Code, the Board received from the FCRHA a summary of statements made at the public hearing and an extract of minutes of the FCRHA meeting relative to its proposed issuance of the Bonds.

NOW THEREFORE BE IT RESOLVED that the Board:

1. For the purposes and only for the purposes of compliance with Section 147(f) of the Code, the Board does hereby approve the

issuance of tax-exempt Bonds for the Project in a principal amount not to exceed \$99,000,000. The Board in no manner assumes any legal or moral obligation for the Bonds. The Bonds will be limited obligations of the FCRHA and payable from the revenues pledged thereto pursuant to the Trust Indenture or other instrument (Indenture) pursuant to which the Bonds will be issued. As required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia or any political subdivision thereof (other than the FCRHA) and neither Fairfax County, Virginia, nor the Commonwealth of Virginia or any political subdivision thereof (other than the FCRHA) shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the FCRHA pledged thereto under the Indenture. The Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Board expresses no opinion as to the merits of the Project or of its financing.

This Resolution shall take effect immediately.

Adopted the 11th day of April, 2023, by the Fairfax County Board of Supervisors

A Copy Teste:

[SEAL]

Jill G. Cooper
Clerk for the Board of Supervisors

PROJECT SUMMARY

Dominion Square

GENERAL:

The development is anticipated to include the following:

- The North Four Project:
 - Construction by APAH of a 265-unit apartment building for households with incomes at or below 30 percent of Area Median Income (AMI), 50 percent of AMI, and 60 percent of AMI
- The South Four Project:
 - Construction by APAH of a 251-unit apartment building for households with incomes at or below 30 percent of AMI, 50 percent of AMI, and 60 percent of AMI
- Fairfax County Community Center (funded separately with EDA Bonds)
 - 33,000 Square Feet
 - To be owned and operated by Fairfax County
 - Located on the ground floor of the South Four Project
- Ground Leases:
 - APAH intends to enter into long-term unsubordinated Ground Leases with the Fairfax County Redevelopment and Housing Authority (FCRHA) for terms of 85 years, for each of the North Four Project and South Four Project. A separate ground lease between the FCRHA and the Board of Supervisors will govern the Community Center.

PROJECT BENEFITS:

- A total of 516 units of affordable multifamily housing in the highly cost-burdened Tysons neighborhood of Fairfax County.
- Units ranging from 30 percent of AMI for extremely low-income residents to up to 60 percent of AMI levels.
- Within walking distance of Spring Hill Metro Station and multiple bus stops.
- Access to job opportunities in Tysons and greater DC area through multi-modal transportation system.
- Entire project will remain affordable for extended period through ground lease with FCRHA.
- Project improves infrastructure within vicinity.

UNIVERSAL DESIGN AND ACCESSIBILITY:

- Universal Design for 238 units, or 160 units for South Four and 78 units for North Four, as well as all of the common areas for both buildings.

- 29 Americans with Disabilities Act (ADA) compliant units in the North Four building and 37 ADA units in the South Four building.

SUPPORT SERVICES:

A variety of support services are under consideration for the Project, including:

- Emergency cash support
- On-site assistance regarding legal, financial, and medical resources, as well as extended learning opportunities

PROJECT AMENITIES:

- The Project will have a meeting room, playground, business center, bike storage, courtyard, laundry facility, on-site management, and on-site maintenance.
- Free Wi-Fi to all residents
- EarthCraft Gold Certification

APPRAISED VALUE:

According to the appraisal by Novogradac Consulting, LLP dated November 15, 2022, the ‘Forced Liquidation Decontrol Value’, based on restricted rents being maintained for 3 years after foreclosure, is \$89,800,000 for the North Four building. The FCRHA loan is fully collateralized by the Decontrol Value of the property. The Department of Tax Administration (DTA) has reviewed the appraisal for approved values as well as the methodology used to determine those values and has concluded that the methodology used is appropriate and the values are reasonable.

PROPOSED RENTS AND AFFORDABILITY RESTRICTIONS:

The project contains two rent rate structures: LIHTC rents set by Virginia Housing and project based voucher (PBV) rents established by the FCRHA, using a HUD regulatory structure. The regulatory structure dictates the gross rent that a landlord can receive when using a PBV. The gross rents shown in the charts below are higher for the PBV units than the non-PBV units because the rent is calculated under different federal regulations. The rents provided below are based on the FY 2022 AMI levels; rents and utilities will be adjusted annually based on the requirements of the controlling programs. When the voucher is applied to each unit, the tenant’s portion of the gross rent will not exceed the maximum LIHTC (non-PBV) rents.

North Four Condo

30% AMI/PBV Units²	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom (30% AMI)	9	\$1,724	\$106	\$1,618
Two Bedroom (30% AMI)	22	\$1,964	\$128	\$1,836
Three Bedroom (30% AMI)	9	\$2,486	\$151	\$2,335
Total 30% Units	40			
50% AMI Units	# of Units	Gross Rent	Utility Allowance	Net Rent
One Bedroom	16	\$1,335	\$106	\$1,229
Two Bedroom	43	\$1,601	\$128	\$1,473

Three Bedroom	18	\$1,850	\$151	\$1,699
Total 50% Units	77			
60% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	30	\$1,602	\$106	\$1,496
Two Bedroom	81	\$1,921	\$128	\$1,793
Three Bedroom	37	\$2,220	\$151	\$2,069
Total 60% Units	148			
TOTAL UNITS	265			

- 1) Utility allowance includes A/C, heat, hot water, water, sewer, cooking, and other.
- 2) APAH will apply for 40 PBVs for the 30 percent AMI units on the North Four Project. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All PBV unit tenants will pay the lesser of (1) 30 percent of their monthly income or (2) the maximum LIHTC rent for a 30% AMI unit.

South Four Condo

30% AMI Units	# of Units	Gross Rent	Utility Allowance	Net Rent
One Bedroom	5	\$801	\$106	\$695
Two Bedroom	18	\$960	\$128	\$832
Three Bedroom	3	\$1,110	\$151	\$959
Total 30% Units	26			
50% AMI Units	# of Units	Gross Rent	Utility Allowance	Net Rent
One Bedroom	16	\$1,335	\$106	\$1,229
Two Bedroom	48	\$1,601	\$128	\$1,473
Three Bedroom	10	\$1,850	\$151	\$1,699
Total 50% Units	74			
60% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	33	\$1,602	\$106	\$1,496
Two Bedroom	91	\$1,921	\$128	\$1,793
Three Bedroom	19	\$2,220	\$151	\$2,069
Total 60% Units	143			
PBV Units²	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom (30% AMI)	3	\$1,724	\$106	\$1,618
Two Bedroom (30% AMI)	3	\$1,964	\$128	\$1,836

Three Bedroom (30% AMI)	2	\$2,486	\$151	\$2,335
Total PBV Units	8			
TOTAL UNITS:	251			

- 1) Utility allowance includes A/C, heat, hot water, water, sewer, cooking, and other.
- 2) APAH will apply for 8 PBVs for the 30 percent AMI units on the South Four building. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All PBV unit tenants will pay the lesser of (1) 30 percent of their monthly income or (2) the maximum LIHTC rent for a 30% AMI unit.

SOURCES AND USES
Dominion Square

Financing Plan:

APAH is proposing to finance the development using four percent LIHTC with two separate condominium regimes: the North Four Condo and the South Four Condo, with the North Four Condo being financed with a Government-Sponsored Agency (GSE) and FCRHA bonds and the South Four Condo with a Virginia Housing first lien loan and bonds. Both condos will be financed with FCRHA subordinate loans (FCRHA Loan), other FCRHA sources for land acquisition, Amazon Housing Equity Fund loans, Low-Income Housing Tax Credits (LIHTC), National Housing Trust Fund (NHTF) loans, Housing Innovations in Energy Efficiency (HIEE) loan, HOME loan, Virginia Housing Trust Fund loans, and Deferred Developer Fee. Back in December 2021, the FCRHA approved a subordinate loan of \$22,081,534 for construction of the project, and an equity investment of \$20,970,000 to support acquisition of land for the project. The aggregate amount of the FCRHA Loans will not exceed \$22,081,534, however, the financing structure and breakdown between the two transactions may be revised before closing subject to market conditions to reach an optimal financing structure.

North Four Condo

Permanent Sources	Sources
Agency Permanent Loan	\$34,454,158
Amazon Housing Equity Fund	\$20,233,330
FCRHA Loan	\$17,081,534
Other FCRHA Sources – Land Acquisition	\$10,769,477
Tax Credit Equity	\$64,871,827
Deferred Developer Fee	\$2,500,000
HOME	\$600,000
HIEE	\$2,000,000
NHTF Loan	\$700,000
Virginia Housing Trust Fund Loan	\$700,000
Total Permanent	\$153,910,326
Summarized Uses	Uses
Acquisition Costs	\$10,836,240
Construction Costs	\$106,876,813
Soft Costs	\$13,277,708
Financing Costs	\$14,422,161
Developer Fee	\$5,000,000
Reserves	\$3,497,404
Total Uses	\$153,910,326

South Four Condo

Permanent Sources	Sources
VH Tax Exempt Bonds	\$20,851,541
VH REACH	\$4,500,000
VH REACH Plus	\$2,000,000
Amazon Housing Equity Fund	\$34,766,670
FCRHA Loan	\$5,000,000
Other FCRHA Sources – Land Acquisition	\$10,200,523
Tax Credit Equity	\$60,230,976
Deferred Developer Fee	\$2,500,000
National Housing Trust Fund Loan	\$700,000
Virginia Housing Trust Fund Loan	\$700,000
HOME	\$700,000
HIEE	\$2,000,000
Total Permanent	\$144,149,711
Summarized Uses	Uses
Acquisition Costs	\$10,263,760
Construction Costs	\$103,462,423
Soft Costs	\$12,640,810
Financing Costs	\$9,722,478
Developer Fee	\$5,000,000
Reserves	\$3,060,239
Total Uses	\$144,149,711



Board Agenda Item
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ACTION – 11

Approval of Funding Allocations for Pedestrian and Bicycle Improvement Projects and Facility Maintenance

ISSUE:

Board approval of new funding allocations for pedestrian and bicycle improvement projects and facility maintenance and approval of an updated Fairfax County Park Authority (FCPA) maintenance project list that updates the previously approved list.

RECOMMENDATION:

The County Executive recommends that the Board approve \$22,508,830 in funding for active transportation capital and maintenance projects to improve the County's pedestrian and bicycle infrastructure (Attachment 1) which consists of the following:

- \$ 0.300 million for additional funds for existing projects
- \$ 4.450 million for new "Low Cost" crosswalk projects
- \$15.695 million for priority active transportation projects
- \$ 0.870 million for consultant support
- \$ 0.400 million for additional FCPA trail bridge maintenance (Attachment 2), and
- \$ 0.794 million for contingency for project increase and future local cash matches for grant applications.

In addition, the County Executive recommends that the Board approve an FCPA maintenance project list that updates the list previously approved on November 1, 2022 (Attachment 3).

TIMING:

The Board should act on this item on April 11, 2023, so that staff can implement these capital and maintenance projects as expeditiously as possible.

BACKGROUND:

On October 5, 2021, the Board of Supervisors directed staff to identify funding and projects to improve pedestrian and bicycle access and safety. The Board set a goal to identify \$100 million over a six-year period and directed staff to compile a list of potential projects and develop a prioritization process. The Board also asked staff to consider maintenance needs in addition to new projects. The Board approved allocations for the first \$5 million in funds on November 1, 2022.

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As part of the *FY 2022 Carryover Review*, \$25,208,830 was approved by the Board. Included in this amount is \$2,700,000 that has already been authorized: \$2,300,000 for crosswalk projects partially funded from the first \$5,000,000 allocation approved November 1, 2022 (Attachment 4); and \$400,000 for anticipated costs for Rectangular Rapid Flashing Beacon (RRFB) incident response, repair, and replacement through FY 2028 approved February 7, 2023. As a result, \$22,508,830 is available. Attachment 1 includes a detailed list and funding allocation breakdown, which is summarized as follows:

\$300,000 for Additional Funds for Existing Projects

- Beverly Road and Old Dominion Drive Pedestrian Improvements
- Elm Street at Old Dominion Drive Pedestrian Improvements

\$4,450,000 for New “Low Cost” Crosswalk Projects

- Projects were considered for the initial \$5 million, but not funded

\$15,695,000 for other Priority Active Transportation Projects

- Lockheed Boulevard from Hybla Valley Elementary School to Huntley Meadows Park (includes connection along Harrison Lane)
- Gum Springs Trail (FCPA project)
- Route 7 Westbound Sidewalk from Magnolia Avenue across 5930 Leesburg Pike (Liberty Gas Station) Frontage
- Vale Road and Flint Hill Road Crosswalk Improvements (Flint Hill Elementary School)
- Blake Lane and Bel Glade Street Crosswalk Improvements
- Columbia Pike and Tyler Street Crosswalk Improvements
- Lorton Station Boulevard and Potomac Bend/Harrover Place Crosswalk Improvements
- Tuttle Road Trail Connection to Hillside Road Preliminary Design
- Rolling Road and Grigsby Drive Crosswalk Improvements (West Springfield High School)
- Fair Lakes Boulevard and Sedghurst Drive Crosswalk Improvements
- Projects from West Falls Church Metrorail Area and Huntington Metrorail Area Active Transportation Studies
- Saint Germain Drive and Machen Road Intersection Improvements
- Eskridge Road Crosswalk Improvements

\$870,000 for Consultant Support

- Project prioritization process
- Project scoping for funded projects
- Road diet studies for summer 2023 and summer 2024 repaving cycles

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\$400,000 for Additional FCPA Trail Maintenance (Attachment 2)

- Maintenance projects, including needed replacements of pedestrian bridges
- For some of the projects, money is requested for design only, and additional funds for construction will be requested in the future
- Attachment 2 also includes additional projects that FCPA may be able to complete if surplus funds become available out of the \$400,000 allocation if projects are completed under budget.

\$793,830 Contingency for Project Cost Increases and Future Local Cash Matches for Grant Applications

In addition, as part of the funding allocations approved on November 1, 2022, \$1 million was allocated to FCPA for maintenance projects. A list of projects was provided to the Board at that time. However, due to lower than anticipated construction bids and further evaluation of the list, additional projects can be completed with these funds.

Attachment 3 includes proposed changes and projects that can be added to this list of projects. Projects highlighted in green represent new projects proposed to be funded with savings associated with the November 1, 2022, list of previously approved FCPA maintenance projects. The attachment also includes additional projects totaling \$673,500 that FCPA may be able to complete if more surplus funds become available out of the \$1 million allocation approved on November 1, 2022.

The Board was briefed on these recommendations at the Transportation Committee meeting on March 14, 2023. A copy of the presentation and materials is included as Attachment 5.

EQUITY IMPACT:

The equity impact of the proposed projects was evaluated by looking at the potential effects of the projects on different segments of the population, especially those who may be disproportionately impacted by these projects.

Staff conducted a geospatial analysis by examining the vulnerability index on census block group level to ensure that geographic areas and populations are not excluded from the use of the proposed facilities based on various factors such as educational attainment, language, household vehicle ownership, home ownership, median household income, and uninsured population. Looking at the total of new proposed capital project allocations, the analysis shows that 25% of the total projects and \$10.170 million of the total allocations fall within the high vulnerability index, 44% of projects and \$6.300 million of allocations fall within the moderate vulnerability index, and 31% of projects and \$3.975 million of allocations fall within the low vulnerability index. Understanding these vulnerability levels is critical to identifying and addressing potential risks and challenges associated with these projects, enabling successful

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implementation where the needs of those affected by these projects are met and any negative impacts are mitigated as much as possible. To enhance the analysis, the equity emphasis areas were examined. Overall, \$8.520 million or 42% of total funds will be allocated towards these areas. This allocation is part of the larger program funding. With future funding allocations to projects, the equity impact will continue to be evaluated to ensure equity is considered.

FISCAL IMPACT:

Funding in the amount of \$22,508,830 for these projects is available in Fund 30050, Transportation Improvements in Projects 2G40-197-000, Bicycle and Pedestrian Access – DOT, ST-000053, Bicycle and Pedestrian Access – DOT, and 2G51-052-000, Bicycle and Pedestrian Access – Parks. There is no additional impact to the General Fund at this time.

ATTACHMENTS:

- Attachment 1 – List of Proposed Funding Allocations
- Attachment 2 – List of New FCPA Trail Bridge Maintenance Projects
- Attachment 3 – Park Authority Maintenance Projects: April 2023 Update to List Approved November 1, 2022
- Attachment 4 – List of Crosswalk Projects Approved November 1, 2022
- Attachment 5 – March 14, 2023, Board Transportation Committee Materials

STAFF:

- Rachael Flynn, Deputy County Executive
- Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
- Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
- Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division (CPTED), FCDOT
- Michael J. Guarino, Chief, Capital Projects Section (CPS), CPTED, FCDOT
- Lauren Delmare, Transportation Planner VI, Active Transportation Program Manager, CPS, CPTED, FCDOT
- Nicole Wynands, Transportation Planner III, Active Transportation Program, CPS, CPTED, FCDOT
- Negin Askarzadeh, Transportation Planner III, CPS, CPTED, FCDOT

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Beverly Road at Old Dominion Drive Pedestrian Improvements	Construct 50 linear feet of 10-foot-wide asphalt path along Beverly Road including a curb ramp at Old Dominion Drive. Project supplements proffer funding.	Dranesville	\$75,000
Elm Street at Old Dominion Drive Pedestrian Improvements	Install 25 linear feet of sidewalk with curb ramps and new crosswalk crossing Elm Street near Chain Bridge Road to create a continuous pedestrian facility on Elm Street. Project supplements proffer funding.	Dranesville	\$225,000
Lockheed Boulevard from Hybla Valley Elementary School to Huntley Meadows Park	Active transportation facilities of approximately 1,500 linear from Hybla Valley Elementary School to Huntley Meadows Park entrance on south side of Lockheed Blvd and approximately 350 linear feet connection on the west side of Harrison Lane from Bedrock Road to Lockheed Boulevard/Huntley Meadows Park entrance. Project requested in August 2, 2022, Board Matter.	Franconia	\$5,200,000
Gum Springs Trail	Park Authority project to extend the trail adjacent to the playground at Martin Luther King, Jr. Park to Little Hunting Creek. Project requested in August 2, 2022, Board Matter.	Mount Vernon	\$600,000
Route 7 Sidewalk from Magnolia Avenue across 5930 Leesburg Pike	Add sidewalk on westbound side of Route 7 across Liberty Gas station frontage to existing sidewalk at shopping center to the south.	Mason	\$1,900,000
Vale Road and Flint Hill Road Crosswalk Improvements (Flint Hill Elementary School)	Shift existing marked crosswalk, add pedestrian refuge island and study potential Rectangular Rapid Flashing Beacon (RRFB).	Hunter Mill	\$500,000
Blake Lane and Bel Glade Street Crosswalk Improvements	Relocate existing marked crosswalk to south leg, add refuge in existing median, install RRFB, and potentially relocate bus stops.	Providence	\$500,000
Columbia Pike and Tyler Street Crosswalk Improvements	Add Pedestrian Hybrid Beacon (PHB) at existing marked crosswalk. Consider RRFB with pedestrian refuge island, if PHB is not feasible or warranted.	Mason	\$920,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Lorton Station Boulevard and Potomac Bend/Harover Place Crosswalk Improvements	Shift existing marked crosswalk, add pedestrian refuge island and study potential RRFB.	Mount Vernon	\$500,000
Tuttle Road Trail Connection to Hillside Road Preliminary Design	Preliminary design only. Install approximately 1,100 linear feet of trail connecting Tuttle Road sidewalk south of Garden Road to Hillside Road with marked crosswalk crossing Hillside Road.	Springfield	\$350,000
Rolling Road and Grigsby Drive Crosswalk Improvements (West Springfield High School)	Relocate existing marked crosswalk to south leg. Add curb extensions, pedestrian refuge island and sidewalk connection to West Springfield High School sidewalk. Analyze possible pedestrian signal.	Braddock, Springfield	\$850,000
Fair Lakes Boulevard and Sedghurst Drive Crosswalk Improvements	Shift existing marked crosswalk, add pedestrian refuge island and study potential RRFB.	Springfield	\$500,000
Haycock Road and Casemont Drive Crosswalk Improvements	Add curb extension and curb ramps with new marked crosswalk. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$375,000
Idylwood Road and Montview Court Crosswalk Improvements (Lemon Road Elementary School)	Add pedestrian refuge island and possible curb extension at existing marked crosswalk. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$375,000
Redd Road at Idylwood Road Crosswalk Improvements	Crosswalk across Redd Road at Idylwood Road. Improve visibility by regrading the embankment on the corner of Idylwood Road and Redd Road. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$800,000
Huntington Avenue at Robinson Way Crosswalk Improvements	Relocate existing marked crosswalk west of Robinson Way to Robinson Way. Add pedestrian refuge island, RRFB, and pedestrian connection to Huntington Avenue Service Road. Project identified in Huntington Metrorail Area Active Transportation Study.	Mount Vernon	\$700,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Huntington Avenue and Fenwick Drive Crosswalk Improvements	Add signalized crosswalk on west leg with curb ramps, pushbuttons, and pedestrian signal heads. Project identified in Huntington Metrorail Area Active Transportation Study.	Mount Vernon	\$375,000
Saint Germain Drive and Machen Road Intersection Improvements	Upgrade existing signalized crosswalks to accessible curb ramps and high-visibility crosswalk markings. Possible signal modifications and additional improvements.	Sully	\$750,000
Eskridge Road and District Avenue Crosswalk Improvements	Relocate existing marked crosswalk to south side. Add pedestrian refuge island and/or RRFB.	Providence	\$300,000
Eskridge Road and Merrifield Cinema Drive Crosswalk Improvements	Shift existing marked crosswalk and add pedestrian refuge island.	Providence	\$200,000
Additional "Low Cost" Crosswalk Projects (Average Cost = \$350,000)			\$4,450,000
- Guinea Road and Pierrpont Street	Relocate existing marked crosswalk to south leg. Install pedestrian refuge island, curb ramps, and sidewalk connections to relocated bus stops. Study potential RRFB.	Braddock	
- Guinea Road and Lakepointe Drive	Add RRFB.	Braddock	
- Heritage Drive and Rectory Lane	Add pedestrian refuge island at existing marked crosswalk.	Braddock, Mason	
- Heritage Drive and Commons Drive	Add pedestrian refuge island at existing marked crosswalk.	Braddock, Mason	
- Magarity Road and Kennedy Drive/Lunceford Lane	Add pedestrian refuge island and relocate bus stops at existing marked crosswalk.	Dranesville, Providence	
- Beulah Road and Abbotsford Drive	Add pedestrian refuge island at existing marked crosswalk.	Hunter Mill	
- Sunset Hills Road and Reston Station Boulevard	Install curb ramps and marked crosswalk.	Hunter Mill	

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
- Bluemont Way and Library Street	Relocate existing marked crosswalk to east leg. Add pedestrian refuge island and curb ramps.	Hunter Mill	
- Graham Road and Rosemary Lane	Add pedestrian refuge island at existing marked crosswalk.	Providence	
- Sydenstricker Road and Arley Drive	Add pedestrian refuge island, improve curb ramps and relocate bus stops at existing marked crosswalk.	Springfield	
- Westfields Boulevard and Walney Road	Add signalized crosswalk with ramps, pushbuttons and pedestrian signal heads on north leg and possibly south leg. Add pedestrian connection to sidewalk and shared-use path from signalized crossing(s).	Sully	
- Centreville Farms Road and Calamint Court/Twilight Glow Drive	Add pedestrian refuge island at existing marked crosswalk.	Sully	
- Leland Road and Sammie Kay Lane	Add pedestrian refuge island at existing marked crosswalk.	Sully	
Prioritization Process - Consultant Contracts	Consultant support for prioritization process, including project viability review and data confirmation, prioritization based on proximity to generators and overall connectivity (Step 3), assistance with public outreach materials, and development of maps, projects descriptions, and cost estimates.		\$425,000
Consultant Support for Project Scoping	Consultant assistance in preparing scopes for projects funded with the \$25m.		\$120,000
Road Diet Studies for Summer 2023 VDOT Repaving Program	Consultant contract for road diet study and striping plans for four candidate roads.		\$125,000
Road Diet Studies for Summer 2024 VDOT Repaving Program	Consultant contract for road diet study and striping plans for up to six candidate roads.		\$200,000
Additional FCPA Trail Maintenance	Design for bridge reconstruction projects countywide and construction for rehabilitation of two trails. Funds for construction will be requested with next round of funding.	Countywide	\$400,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Contingency	Contingency for potential cost increases on planning level estimates and future local cash match funds for grant applications.		\$793,830

Total = \$22,508,830

FCPA Proposed Bridge Maintenance Projects			
<i>Location</i>	<i>District</i>	<i>Notes</i>	<i>Total Cost</i>
Grist Mill Trail Bridge - Design	Mount Vernon	Replace 50' steel bridge along Mt Vernon Memorial Highway	\$ 70,000
Idylwooden Road/Pimmit Run Stream Valley - Design	Dranesville	Reuse 40' bridge from Rt 29 project in old Idylwooden Rd ROW	\$ 70,000
Frog Branch Stream Valley - Design	Sully	Replace 25' wooden bridge with fiberglass bridge	\$ 30,000
Rocky Run Stream Valley - Design	Springfield	Replace 43' wooden bridge over Rocky Run	\$ 50,000
Deerlick Park - Design	Mason	Replace 40' wooden bridge with fiberglass bridge	\$ 30,000
Fred Crabtree Park - Design	Hunter Mill	Replace 40' wooden bridge with fiberglass bridge	\$ 30,000
Little Pimmit Run Stream Valley - Design	Dranesville	Replace 20' wooden bridge	\$ 20,000
Hollin Hall Park - Construction	Springfield	Repave approximately 1,000 LF of trail	\$ 50,000
Wolf Trails Park - Construction	Mason	Repave 900 LF of trail. Repair erosion.	\$ 50,000

<i>Number of Projects</i>	<i>Total Cost</i>
9	\$ 400,000

Unfunded FCPA Proposed Bridge Maintenance Projects			
<i>Location</i>	<i>District</i>	<i>Notes</i>	<i>Total Cost</i>
Eakin (Mantua) - Construction	Providence	Improve ADA Access. Repave approximately 500 LF of trails.	\$ 40,000
Frog Branch Stream Valley - Design	Sully	Replace 25' wooden bridge with fiberglass bridge	\$ 50,000
Deerlick Park - Construction	Mason	Replace 40' wooden bridge with fiberglass bridge	\$ 70,000
Fred Crabtree Park - Construction	Hunter Mill	Replace 40' wooden bridge with fiberglass bridge	\$ 70,000
Little Pimmit Run Stream Valley - Construction	Dranesville	Replace 20' wooden bridge	\$ 50,000
Springfield Forest Park - Design	Franconia	Replace 20' wooden bridge with fiberglass bridge	\$ 30,000
Kent Gardens Greenway Stream Valley Park - Design	Dranesville	Replace 20' wooden bridge with fiberglass bridge	\$ 30,000
Kemper Park - Design	Hunter Mill	Replace 40' wooden bridge with fiberglass bridge	\$ 50,000

<i>Number of Projects</i>	<i>Total Cost</i>
8	\$ 390,000

Park Authority Maintenance Projects: April 2023 Update to List Approved November 1, 2022

Maintenance Funds for Trails - funded (Rev. April 2023)				
#	Project name	District	Comments	Cost
1	Danbury Forest Trail Boardwalk Replacement - ADDED	Braddock	Replace wood boardwalk with concrete trail	\$ 50,000.00
2	GCCCT Mill Spring Connector - ADDED	Providence	Improve trail and sidewalk connection at the end of Mill Spring Drive	\$ 50,000.00
3	Gerry Connolly Cross County Trail to Audrey Moore Recenter	Braddock	Connect Cross County Trail to Audrey Moore ReCenter	\$ 54,000.00
4	Cub Run I-66 UOSA Road Trail	Sully	Convert UOSA Access Road for trail use from Lanes Mill FWC to Compton Road Trail	\$ 148,000.00
5	Wolf Trap Stream Valley	Hunter Mill	Connects to Waverly and Foxstone	\$ 20,000.00
6	Rocky Run Stream Valley - Pointe Pleasant to FFX Co Pkwy	Springfield	Renovate trail from Pointe Pleasant Drive to Fairfax County Parkway	\$ 50,000.00
7	Grist Mill Trail	Mount Vernon	Renovate trail along Mount Vernon Memorial Highway from Grist Mill Park to Peartree Landing	\$ 80,000.00
8	Kent Gardens	Dranesville	Renovate trail connection between Beverly Ave and Kent Gardens Elementary School	\$ 70,000.00
9	John Mastenbrook	Providence	Renovate trail connections to Custis Parkway	\$ 54,000.00
10	Providence Rec Center	Mason	Renovate pedestrian connection to Providence Rec Center	\$ 7,000.00
11	Dead Run Stream Valley - REMOVED	Dranesville	REMOVED - Work already completed	\$ -
12	Springfield Forest	Franconia	Renovate trail access from Hackberry Street and Inwood Drive	\$ 48,000.00
13	South Run Stream Valley Trail Improvement - ADDED	Mount Vernon	Renovate several sections of South Run Stream Valley Trail Connector Trails	\$ 70,000.00
14	GCCCT near Thaiss Park/Rt 50 - ADDED	Providence	Renovate 1,000 LF of existing Asphalt Trail	\$ 60,000.00
15	Franconia District Park - ADDED	Franconia	Renovate 430 LF of trail in Franconia District Park	\$ 26,500.00
16	South Run RECenter to Stream Valley Trail Improvement - ADDED	Springfield	Renovate 2,700 LF of trail between Lake Mercer and Burke Lake	\$ 108,000.00
17	Dunn Loring Park Trail Improvements - ADDED	Providence	Renovate existing trails in Dunn Loring Park	\$ 39,000.00
18	Bren Marr Park Trail Improvements - ADDED	Mason	Renovate trail connecting to parking lot	\$ 30,500.00
19	Mason District Park Trail - ADDED	Mason	Renovate existing trail and replace small bridge with culverts	\$ 35,000.00
TOTAL				\$ 1,000,000.00

Maintenance Funds for Trails - unfunded (ADDED)				
#	Project name	District	Comments	Cost
1	Little Hunting Creek Trail Improvements	Mount Vernon	Renovate approximately 1,600 LF of trail in Little Hunting Creek Park	\$ 72,000.00
2	Flatlick Stream Valley Trail Improvements	Sully	Renovate approximately 2,900 LF of trail in Flatlick Stream Valley	\$ 102,000.00
3	Huntsman Lake Park	Springfield	Renovate approximately 4,000 LF of trail in Huntsman Lake Park	\$ 140,000.00
4	Cub Run Stream Valley Trail Improvements	Sully	Renovate approximately 2,800 LF of trail in Cub Run Stream Valley	\$ 98,000.00
5	Frog Branch Stream Vazley Trail Improvements	Sully	Renovate approximately 2,800 LF of trail in Frog Branch Stream Valley	\$ 98,000.00
6	Turkeycock Run	Mason	Renovate approximately 1,700 LF of trail in Turkeycock Run Stream Valley Park	\$ 60,000.00
7	Hollin Hall Park	Mount Vernon	Renovate approximately 1,000 LF of trail in Hollin Hall Park	\$ 35,000.00
8	Shannon Station Park	Springfield	Renovate trails in Shannon Station Park	\$ 20,500.00
9	Tysons Woods Park	Providence	Renovate approximately 1,200 LF of trail in Tysons Woods Park	\$ 48,000.00
TOTAL				\$ 673,500.00

List of Crosswalk Projects Approved November 1, 2022

Crossing Street	At/Between (Intersecting Street)	District	Proposed Tentative Scope
Guinea Road	Rutherford Park	Braddock	Install curb ramps, curb extension, and Rectangular Rapid-Flashing Beacon (RRFB)
Guinea Road	Bronte Drive	Braddock	Install refuge with lane narrowing, marked crosswalks on east and west sides, and relocate SB bus stop
Westmoreland Street	Rosemont Drive	Dranesville	Install refuge and RRFB and relocate bus stop
Georgetown Pike	Great Falls Library	Dranesville	Install refuge and ramps near Bucks Lane on west side of Tex Mex driveway
Kingstowne Village Parkway	Park Village Drive	Franconia	Install refuge and relocate bus stop
Kingstowne Village Parkway	Cross Gate Lane	Franconia	Install refuge and relocate bus stop
Bluemont Way	Explorer Street	Hunter Mill	Install refuge, ramps, and possible RRFB
Green Range Drive	Pyrenees Court/Dogwood Pool	Hunter Mill	Install ramps and marked crosswalk
Braddock Road	Witch Hazel Road	Mason	Install refuge with truncated domes
Murray Lane	Early Street	Mason	Install marked crosswalk and ramps
Woodburn Road	Pine Ridge Park Entrance	Mason/Providence	Install refuge
Hoes Road	South Run Stream Valley Trail	Mount Vernon/Springfield	Install RRFB
Hoes Road	Dudley Drive/Laurel Cress Drive	Mount Vernon	Install new crosswalk and ramps
Blake Lane	Bushman Drive	Providence	Install refuge, RRFB, channelized right, and crosswalks
Silverbrook Road	Crosspointe Drive	Springfield	Install refuge, ramps, and RRFB
Stringfellow Road	Foxfield Pool	Sully	Install refuge with truncated domes
Stone Heather Drive	Franklin Farm Shopping Center at Launch Trampoline Park	Sully	Install marked crosswalk and ramps

Additional \$100 Million for Active Transportation Access and Safety Improvements

Board Transportation Committee
March 14, 2023

Lauren Delmare, Nicole Wynands, and Michael Guarino
Active Transportation Program, Capital Projects Section
Fairfax County Department of Transportation

Background

- Board Seeking \$100 million for Active Transportation Access and Safety Improvements
- First \$5 million Allocated
- Presenting Next \$25 million in Proposed Allocations to the Board on April 11, 2023
- Project Prioritization Methodology Developed
 - Process ongoing

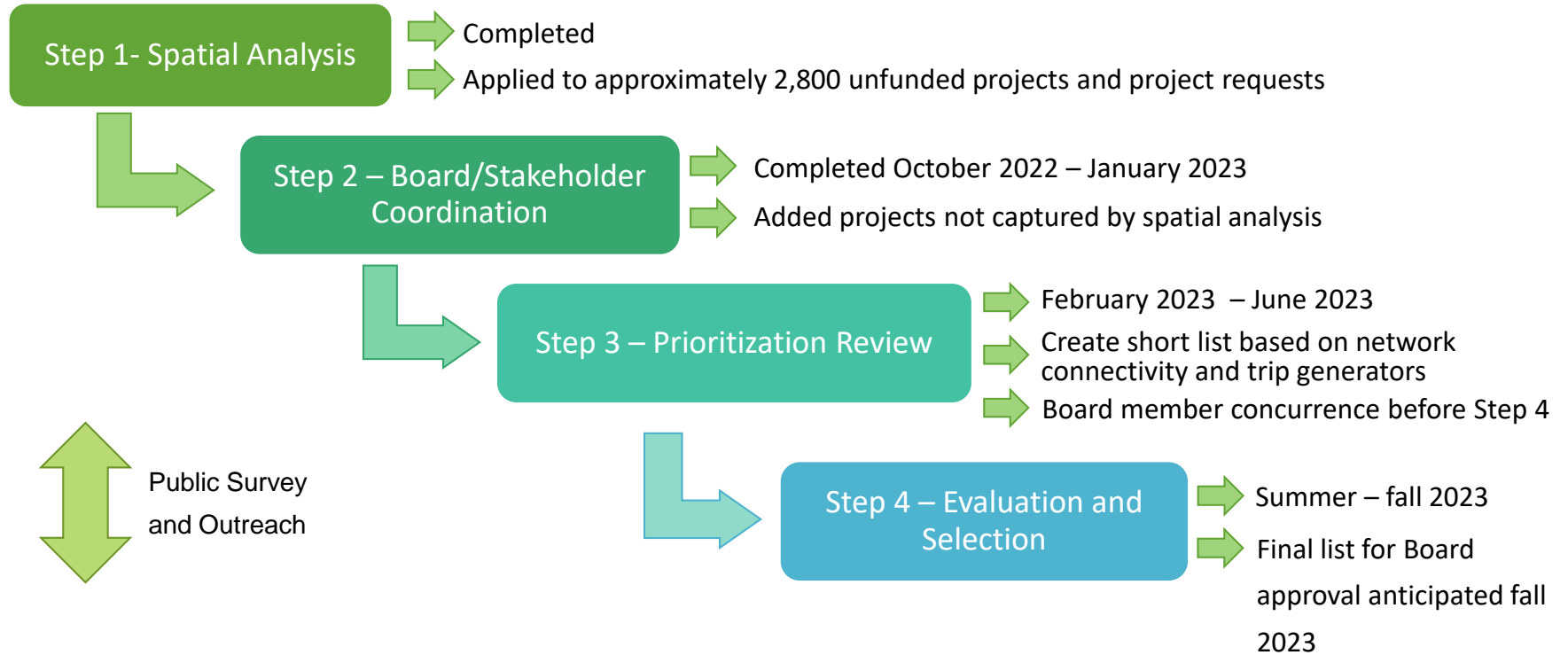


First \$5 Million Allocations Summary

- Approved November 1, 2022
- \$1 million for DPWES Trail Maintenance
- \$1 million for FCPA Trail Maintenance
- \$2.7 million for “Lower Cost” Crosswalk Projects (Attachment 1)
 - Coordination with VDOT to expedite projects ongoing
 - VDOT implementing four of the projects
 - County implementing the remaining 13 projects
- \$200,000 for Local Cash Match for \$1 million Transportation Alternatives Program Grant for Bush Hill Elementary School Safe Routes to School Sidewalk
- \$100,000 for Speed Feedback Signs for FCPD



Project Prioritization Process - Status



Proposed Allocations for \$25 Million

- Total Amount Available = \$25,208,830
- See Attachment 2 for Detailed List
- Safe Streets and Roads for All (SS4A) Federal Grant
 - Did not receive grant
 - \$6 million local cash match is not needed as a result
 - Intend to apply again (summer 2023)
- Previously Approved Allocations
 - \$2.3 million for crosswalk projects included in \$5m list (approved November 1, 2022)
 - \$400,000 for anticipated costs for Rectangular Rapid Flashing Beacon (RRFB) incident response, repair, and replacement through FY 2028 (approved February 7, 2023)



Proposed Allocations for \$25 Million

- Additional Funds for Existing Projects (\$855,000)
 - Blake Lane and Bushman Drive Pedestrian Intersection Improvements
 - Applied for SS4A grant, but did not receive funding
 - Beverly Road and Old Dominion Drive Pedestrian Improvements
 - Elm Street at Old Dominion Drive Pedestrian Improvements
- New “Low Cost” Crosswalk Projects (\$4.450 million)
 - Considered for the initial \$5 million, but not selected
- Other Priority Active Transportation Projects Previously Identified by Board (\$15.145 million)
 - **Lockheed Boulevard** from Hybla Valley Elementary School to Huntley Meadows Park (includes connection along Harrison Lane; August 2, 2022, Board Matter)
 - **Gum Springs Trail** (Park Authority; August 2, 2022, Board Matter)
 - **Route 7 Westbound Sidewalk** from Magnolia Avenue across 5930 Leesburg Pike (Liberty Gas Station) Frontage



Proposed Allocations for \$25 Million

- Other Priority Active Transportation Projects (continued)
 - **Vale Road and Flint Hill Road** Crosswalk Improvements (Flint Hill Elementary School)
 - **Columbia Pike and Tyler Street** Crosswalk Improvements
 - **Lorton Station Boulevard and Potomac Bend/Harrover Place** Crosswalk Improvements
 - **Tuttle Road Trail** Connection to Hillside Road Preliminary Design
 - **Rolling Road and Grigsby Drive** Crosswalk Improvements (West Springfield High School)
 - **Fair Lakes Boulevard and Sedghurst Drive** Crosswalk Improvements
 - Projects from **West Falls Church Metrorail Area** and **Huntington Metrorail Area** Active Transportation Studies
 - **Saint Germain Drive and Machen Road** Intersection Improvements
 - **Eskridge Road** Crosswalk Improvements



Proposed Allocations for \$25 Million

- Consultant Support
 - Project prioritization process
 - Project scoping for funded projects
 - Road diet studies for summer 2023 and summer 2024 repaving cycles
- \$400,000 for Additional FCPA Trail Maintenance (Attachment 3)
- \$788,830 Contingency for Project Cost Increases and Future Local Cash Matches for Grant Applications



Next Steps

- \$25 million Allocations
 - Finalize list
 - Present Board item on April 11, 2023
 - Prepare scoping documents and forward for implementation
- Continue with Prioritization Process
 - Conclude fall 2023 – consider for any funding approved through FY 2023 Carryover process





Feedback Requested from the Board:

- Does the Board agree with the next steps to allocate \$25 million?
- Are you comfortable with the draft list for allocating the \$25 million?

Contact information:

Michael Guarino: Michael.Guarino@fairfaxcounty.gov

List of Crosswalk Projects Approved November 2022

Crossing Street	At/Between (Intersecting Street)	District	Proposed Tentative Scope
Guinea Road	Rutherford Park	Braddock	Install curb ramps, curb extension, and Rectangular Rapid-Flashing Beacon (RRFB)
Guinea Road	Bronte Drive	Braddock	Install refuge with lane narrowing, marked crosswalks on east and west sides, and relocate SB bus stop
Westmoreland Street	Rosemont Drive	Dranesville	Install refuge and RRFB and relocate bus stop
Georgetown Pike	Great Falls Library	Dranesville	Install refuge and ramps near Bucks Lane on west side of Tex Mex driveway
Kingstowne Village Parkway	Park Village Drive	Franconia	Install refuge and relocate bus stop
Kingstowne Village Parkway	Cross Gate Lane	Franconia	Install refuge and relocate bus stop
Bluemont Way	Explorer Street	Hunter Mill	Install refuge, ramps, and possible RRFB
Green Range Drive	Pyrenees Court/Dogwood Pool	Hunter Mill	Install ramps and marked crosswalk
Braddock Road	Witch Hazel Road	Mason	Install refuge with truncated domes
Murray Lane	Early Street	Mason	Install marked crosswalk and ramps
Woodburn Road	Pine Ridge Park Entrance	Mason/Providence	Install refuge
Hoes Road	South Run Stream Valley Trail	Mount Vernon/Springfield	Install RRFB
Hoes Road	Dudley Drive/Laurel Cress Drive	Mount Vernon	Install new crosswalk and ramps
Blake Lane	Bushman Drive	Providence	Install refuge, RRFB, channelized right, and crosswalks
Silverbrook Road	Crosspointe Drive	Springfield	Install refuge, ramps, and RRFB
Stringfellow Road	Foxfield Pool	Sully	Install refuge with truncated domes
Stone Heather Drive	Franklin Farm Shopping Center at Launch Trampoline Park	Sully	Install marked crosswalk and ramps

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
\$5m Crosswalk Projects - Remaining Funding	To fully fund projects on the \$5m list approved by the board on 11/1/2022.	Countywide	\$2,300,000
Rectangular Rapid-Flashing Beacon (RRFB) Incident Response and Repair	Covers maintenance agreement with VDOT for incident response and repair and replacement of damaged Rectangular Rapid Flashing Beacons (RRFBs). Funding covers estimated expenses through FY 2028. Approved by the Board on 2/7/2023.	Countywide	\$400,000
Blake Lane and Bushman Drive Pedestrian Intersection Improvements	Install Rectangular Rapid-Flashing Beacon (RRFB) with refuge island and new crosswalk across Blake Lane with a realigned crosswalk across Bushman Drive. Applied for Safe Streets and Roads for All grants, but did not receive funding.	Providence	\$555,000
Beverly Road at Old Dominion Drive Pedestrian Improvements	Construct 50 linear feet of 10-foot-wide asphalt path along Beverly Road including a curb ramp at Old Dominion Drive. Project supplements proffer funding.	Dranesville	\$75,000
Elm Street at Old Dominion Drive Pedestrian Improvements	Install 25 linear feet of sidewalk with curb ramps and new crosswalk crossing Elm Street near Chain Bridge Road to create a continuous pedestrian facility on Elm Street. Project supplements proffer funding.	Dranesville	\$225,000
Lockheed Boulevard from Hybla Valley Elementary School to Huntley Meadows Park	Active transportation facilities of approximately 1,500 linear from Hybla Valley Elementary School to Huntley Meadows Park entrance on south side of Lockheed Blvd and approximately 350 linear feet connection on the west side of Harrison Lane from Bedrock Road to Lockheed Boulevard/Huntley Meadows Park entrance. Project requested in August 2, 2022, Board Matter.	Franconia	\$5,200,000
Gum Springs Trail	Park Authority project to extend the trail adjacent to the playground at Martin Luther King, Jr. Park to Little Hunting Creek. Project requested in August 2, 2022, Board Matter.	Mount Vernon	\$600,000
Route 7 Sidewalk from Magnolia Avenue across 5930 Leesburg Pike	Add sidewalk on westbound side of Route 7 across Liberty Gas station frontage to existing sidewalk at shopping center to the south.	Mason	\$1,900,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Vale Road and Flint Hill Road Crosswalk Improvements (Flint Hill Elementary School)	Shift existing marked crosswalk, add pedestrian refuge island and study potential RRFB.	Hunter Mill	\$500,000
Columbia Pike and Tyler Street Crosswalk Improvements	Add Pedestrian Hybrid Beacon (PHB) at existing marked crosswalk. Consider RRFB with pedestrian refuge island, if PHB is not feasible or warranted.	Mason	\$920,000
Lorton Station Boulevard and Potomac Bend/Harrover Place Crosswalk Improvements	Shift existing marked crosswalk, add pedestrian refuge island and study potential RRFB.	Mount Vernon	\$500,000
Tuttle Road Trail Connection to Hillside Road Preliminary Design	Preliminary design only. Install approximately 1,100 linear feet of trail connecting Tuttle Road sidewalk south of Garden Road to Hillside Road with marked crosswalk crossing Hillside Road.	Springfield	\$350,000
Rolling Road and Grigsby Drive Crosswalk Improvements (West Springfield High School)	Relocate existing marked crosswalk to south leg. Add curb extensions, pedestrian refuge island and sidewalk connection to West Springfield High School sidewalk.	Braddock, Springfield	\$800,000
Fair Lakes Boulevard and Sedghurst Drive Crosswalk Improvements	Shift existing marked crosswalk, add pedestrian refuge island and study potential RRFB.	Springfield	\$500,000
Haycock Road and Casemont Drive Crosswalk Improvements	Add curb extension and curb ramps with new marked crosswalk. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$375,000
Idylwood Road and Montview Court Crosswalk Improvements (Lemon Road Elementary School)	Add pedestrian refuge island and possible curb extension at existing marked crosswalk. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$375,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Redd Road at Idylwood Road Crosswalk Improvements	Crosswalk across Redd Road at Idylwood Road. Improve visibility by regrading the embankment on the corner of Idylwood Road and Redd Road. Project identified in West Falls Church Metrorail Area Active Transportation Study.	Dranesville	\$800,000
Huntington Avenue at Robinson Way Crosswalk Improvements	Relocate existing marked crosswalk west of Robinson Way to Robinson Way. Add pedestrian refuge island, RRFB, and pedestrian connection to Huntington Avenue Service Road. Project identified in Huntington Metrorail Area Active Transportation Study.	Mount Vernon	\$700,000
Huntington Avenue and Fenwick Drive Crosswalk Improvements	Add signalized crosswalk on west leg with curb ramps, pushbuttons, and pedestrian signal heads. Project identified in Huntington Metrorail Area Active Transportation Study.	Mount Vernon	\$375,000
Saint Germain Drive and Machen Road Intersection Improvements	Upgrade existing signalized crosswalks to accessible curb ramps and high-visibility crosswalk markings. Possible signal modifications and additional improvements.	Sully	\$750,000
Eskridge Road and District Avenue Crosswalk Improvements	Relocate existing marked crosswalk to south side. Add pedestrian refuge island and/or RRFB.	Providence	\$300,000
Eskridge Road and Merrifield Cinema Drive Crosswalk Improvements	Shift existing marked crosswalk and add pedestrian refuge island.	Providence	\$200,000
Additional "Low Cost" Crosswalk Projects (Average Cost = \$350,000)			\$4,450,000
- Guinea Road and Pierrpont Street	Relocate existing marked crosswalk to south leg. Install pedestrian refuge island, curb ramps, and sidewalk connections to relocated bus stops. Study potential RRFB.	Braddock	
- Guinea Road and Lakepointe Drive	Add RRFB.	Braddock	
- Heritage Drive and Rectory Lane	Add pedestrian refuge island at existing marked crosswalk.	Braddock, Mason	

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
- Heritage Drive and Commons Drive	Add pedestrian refuge island at existing marked crosswalk.	Braddock, Mason	
- Magarity Road and Kennedy Drive/Lunceford Lane	Add pedestrian refuge island and relocate bus stops at existing marked crosswalk.	Dranesville, Providence	
- Beulah Road and Abbotsford Drive	Add pedestrian refuge island at existing marked crosswalk.	Hunter Mill	
- Sunset Hills Road and Easterly Road (Reston Station Boulevard)	Install curb ramps and marked crosswalk.	Hunter Mill	
- Bluemont Way and Library Street	Relocate existing marked crosswalk to east leg. Add pedestrian refuge island and curb ramps.	Hunter Mill	
- Graham Road and Rosemary Lane	Add pedestrian refuge island at existing marked crosswalk.	Providence	
- Sydenstricker Road and Arley Drive	Add pedestrian refuge island, improve curb ramps and relocate bus stops at existing marked crosswalk.	Springfield	
- Westfields Boulevard and Walney Road	Add signalized crosswalk with ramps, pushbuttons and pedestrian signal heads on north leg and possibly south leg. Add pedestrian connection to sidewalk and shared-use path from signalized crossing(s).	Sully	
- Centreville Farms Road and Calamint Court/Twilight Glow Drive	Add pedestrian refuge island at existing marked crosswalk.	Sully	
- Leland Road and Sammie Kay Lane	Add pedestrian refuge island at existing marked crosswalk.	Sully	
Prioritization Process - Consultant Contracts	Consultant support for prioritization process, including project viability review and data confirmation, prioritization based on proximity to generators and overall connectivity (Step 3), assistance with public outreach materials, and development of maps, projects descriptions, and cost estimates.		\$425,000
Consultant Support for Project Scoping	Consultant assistance in preparing scopes for projects funded with the \$25m.		\$120,000
Road Diet Studies for Summer 2023 VDOT Repaving Program	Consultant contract for road diet study and striping plans for four candidate roads.		\$125,000

Active Transportation Safety and Access Funding: Proposed Allocations

Project / Line Item	Scope/Notes	District	Total Estimate
Road Diet Studies for Summer 2024 VDOT Repaving Program	Consultant contract for road diet study and striping plans for up to six candidate roads.		\$200,000
Additional FCPA Trail Maintenance	Design for bridge reconstruction projects countywide and construction for rehabilitation on two trails. Funds for construction will be requested with next round of funding.	Countywide	\$400,000
Contingency	Contingency for potential cost increases on planning level estimates and future local cash match funds for grant applications.		\$788,830

Total = \$25,208,830

FCPA Proposed Maintenance Projects for Funding			
Location	District	Notes	Total Cost
Danbury Forest Trail Boardwalk - Construction	Braddock	Replace wood boardwalk with concrete trail	\$ 50,000
GCCCT Mill Spring Connector - Construction	Providence	Improve trail and sidewalk connection at the end of Mill Spring Drive	\$ 50,000
Grist Mill Trail Bridge - Design Only	Mount Vernon	Replace 50' steel bridge along Mt Vernon Memorial Highway	\$ 70,000
Turkeycock Run Stream Valley - Design Only	Mason	Replace 50' steel bridge over Turkeycock Run	\$ 70,000
Frog Branch Stream Valley - Design Only	Sully	Replace 25' wood bridge with fiberglass bridge	\$ 30,000
Rocky Run Stream Valley - Design Only	Springfield	Replace 43' wood bridge over Rocky Run with fiberglass bridge	\$ 50,000
Deerlick Park - Design Only	Mason	Replace 40' wood bridge with fiberglass bridge	\$ 30,000
Fred Crabtree Park - Design Only	Hunter Mill	Replace 40' wood bridge with fiberglass bridge	\$ 30,000
Little Pimmit Run Stream Valley - Design Only	Dranesville	Replace 20' wooden bridge	\$ 20,000

Number of Projects	Total Cost
9	\$ 400,000

Board Agenda Item
April 11, 2023

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, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Contractual Dispute with Coxcom, LLC, d/b/a Cox Communications Regarding Underpayment of Public, Educational, and Governmental Access Grants*
2. *AM Worldgate Owner LLC v. Board of Supervisors of Fairfax County, Virginia, et al.*, Case No. CL-2023-0003050 (Fx. Co. Cir. Ct.) (Dranesville District)
3. *Joseph A. Glean v. Board of Supervisors of Fairfax County, Virginia, et al.*, Case No. CL-2023-0002376 (Fx. Co. Cir. Ct.)
4. *Yenny S. Guevara v. Terry Mincey and Fairfax County*, Case No. GV22-012632 (Fx. Co. Gen. Dist. Ct.); and *Ruben Marquez Quinteros v. Terry Mincey and Fairfax County*, Case No. GV22-012631 (Fx. Co. Gen. Dist. Ct.)
5. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Shirley Dorneus*, Case No. CL-2022-0017057 (Fx. Co. Cir. Ct.) (Dranesville District)
6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Dan Nguyen Crowley and Am N. Crowley*, Case No. CL-2023-0002966 (Fx. Co. Cir. Ct.) (Dranesville District)
7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Santos Hernandez Romero*, Case No. GV23-004708 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandy Ying-Tang Cheng and Yuk Yee Cheng*, Case No. CL-2022-0013232 (Fx. Co. Cir. Ct.) (Franconia District)

9. *Jay Riat, Building Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Wilfredo S. Morales*, Case No. CL-2023-0003630 (Fx. Co. Cir. Ct.) (Franconia District)
10. *Jay Riat, Building Official for Fairfax County, Virginia v. Honeida A. Manzano Cueva and Maria D. Cueva*, Case No. CL-2023-0004612 (Fx. Co. Cir. Ct.) (Franconia District)
11. *Jay Riat, Building Official for Fairfax County, Virginia v. Carlton Wayne Powell*, Case No. CL-2022-0001858 (Fx. Co. Cir. Ct.) (Lee District)
12. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. SeCar Real Estate Holdings, LLC*, Case No. CL-2023-0004182 (Fx. Co. Cir. Ct.) (Mason District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shelia Ball*, Case No. GV22-0016564 (Fx. Co. Gen. Dist. Ct.) (Mason District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. Yun Investment, Inc.*, Case No. GV21-019374 (Fx. Co. Gen Dist. Ct.) (Mason District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Yun Investment, Inc.*, Case No. GV23-004608 (Fx. Co. Gen Dist. Ct.) (Mason District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Kevin Gonzalez and Antoinette Marie Gonzalez*, Case No. GV23-005110 (Fx. Co. Gen Dist. Ct.) (Mason District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Ashraf Khalid Mustafa Alshajrawi*, Case No. GV23-005187 (Fx. Co. Gen. Dist. Ct.) (Mason District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Fahad Razzaq and Ruth Elizabeth Razzaq*, Case No. CL-2022-0001287 (Fx. Co. Cir. Ct.) (Mount Vernon District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v. Gust Monis, Diane Monis, Grow24, LLC, and American Cigar & Tobacco, Inc.*, Case No. GV22-150057 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
20. *Jay Riat, Building Official for Fairfax County, Virginia v. Ethiorun LLC and Medi, LLC*, Case No. GV23-000856 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
21. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gregg Riddiford*, Case No. CL-2023-0015905 (Fx. Co. Cir. Ct.) (Providence District)

22. *Jay Riat, Building Official for Fairfax County, Virginia v. Umit Demirci and Selma Demirci*, Case No. GV22-014683 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mujeeb R. Aziz and Samira Aziz*, Case No. GV23-001864 (Fx. Co. Gen. Dist. Ct.) (Sully District)
24. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Mujeeb R. Aziz and Samira Aziz*, Case No. GV23-001867 (Fx. Co. Gen. Dist. Ct.) (Sully District)
25. *Jay Riat, Building Official for Fairfax County, Virginia v. Massis Investments, LLC*, Case No. GV22-003837 (Fx. Co. Gen. Dist. Ct.) (Sully District)
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Massis Investments, LLC*, Case No. GV23-004614 (Fx. Co. Gen. Dist. Ct.) (Sully District)
27. *Board of Supervisors of Fairfax County, Virginia v. Gutter Cleaning*, Case No. GV23-001872 (Fx. Co. Gen. Dist. Ct.) (Dranesville, Springfield & Sully Districts)

Board Agenda Item
April 11, 2023

2:30 p.m.

Public Hearing on SE 2021-MV-00018 (Olde Towne Pet Resort Springfield, LLC) to Permit the Existing Outdoor Components Associated With an Existing Indoor Kennel, Located on Approximately 1.67 Acres of Land (Mount Vernon District)

This property is located at 8101 Alban Rd., Springfield, 22150. Tax Map 99-1 ((17)) 6.

PLANNING COMMISSION RECOMMENDATION:

On March 15, 2023, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE 2021-MV-00018, subject to the proposed development conditions dated March 14, 2023; and
- Approval of the modification of the 75-foot setback from the interstate highway to that as shown on the SE Plat.

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:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kimia Zolfagharian, Planner, DPD

Board Agenda Item
April 11, 2023

2:30 p.m.

Public Hearing on SE 2022-DR-00034 (Montessori School of McLean) to Permit a Private School and Child Care Center and a Waiver of the Front Yard Setback for an Existing Structure, Located on Approximately 3.87 Acres of Land (Dranesville District)

This property is located at 1711 Kirby Rd., McLean, 22101. Tax Map 31-3 ((1)) 119.

PLANNING COMMISSION RECOMMENDATION:

On March 8, 2023, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors the following:

- Approval of SE 2022-DR-00034, subject to the development conditions consistent with those dated March 7, 2023;
- Reaffirmation of the previously approved modification of the transitional screening and waiver of the barrier requirements along all lot lines, except along the southern lot line; and
- That the front yard setback for the church be modified to that shown on the SE Plat, as found on page 9 of the staff report dated February 22, 2023.

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:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Kimia Zolfagharian, Planner, DPD

Board Agenda Item
April 11, 2023

2:30 p.m.

Public Hearing on SEA 95-M-029-02 (McDonald's Corporation) to Amend SE 95-M-029 Previously Approved for Restaurant With Drive Through in a Highway Corridor Overlay District to Permit Additional Land Area and Associated Modifications to Site Design and Development Conditions, Located on Approximately 1.13 Acres of Land (Mason District)

This property is located at 5613 Leesburg Pike, Falls Church, 22041. Tax Map 61-2 ((21)) 5 and 9.

PLANNING COMMISSION RECOMMENDATION:

On March 15, 2023, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to defer the decision only for SEA 95-M-029-02 to a date certain of March 29, 2023, with the record remaining open for written comments.

On March 29, 2023, the Planning Commission voted 11-0 (Commissioner Lagana was absent from the meeting) to defer the decision only for SEA 95-M-029-02 to a date certain of May 17, 2023, with the record remaining open for written comments. The Planning Commission's recommendation will be forwarded upon decision.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Tabatha Cole, Planner, DPD

Board Agenda Item
April 11, 2023

3:00 p.m.

Public Hearing on Proposed Plan Amendment 2022-CW-3CP Renaming of Lee Supervisor District to Franconia Supervisor District

ISSUE:

Plan Amendment (PA) 2022-CW-3CP considers amending the Comprehensive Plan to make editorial revisions to reflect the formal renaming of the Lee Supervisor District to the Franconia Supervisor District.

PLANNING COMMISSION RECOMMENDATION:

On March 8, 2023, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors adoption of the editorial changes to the Comprehensive Plan to revise references from the Lee District to the Franconia District, as shown in the staff report dated February 15, 2023.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – March 8, 2023, at 7:30 PM
Board of Supervisors' public hearing – April 11, 2023, at 3:00 PM

BACKGROUND:

On December 6, 2022, the Board of Supervisors (Board) authorized Comprehensive Plan Amendment (PA) 2022-CW-3CP to revise references in the Comprehensive Plan from the Lee Supervisor District to the Franconia Supervisor District. The proposed Plan amendment would revise 23 references. Many of the references are related to the revisions of Lee District Park and Lee District RECenter, to Franconia District RECenter and Franconia District Park, respectively. Maps in the Comprehensive Plan will not need to be updated in association with this Plan amendment.

Board Agenda Item
April 11, 2023

EQUITY IMPACT:

This analysis was done as part of the original authorization to formally amend and readopt *Fairfax County Code Sections 7-2-3 and 7-2-7 of the Fairfax County Code* to rename the Lee Supervisor District to the Franconia Supervisor District, which took place at the Board meeting on December 6, 2022.

This item aligns with focus area eight of the One Fairfax Policy: Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. The Fairfax County Redistricting Advisory Committee (RAC) evaluated the Board district and precinct names with a focus on equity. RAC evaluated magisterial district names based on seven criteria, including whether a name is associated with the Confederacy, segregation, racism, and slave ownership. As a result of this evaluation, the committee recommended a name change for the Lee District.

While the historical record is somewhat inconclusive on whether Lee District is named for Robert E. Lee or a family member, the significance of the Lee name to the Confederacy remains. The specific name of a magisterial district is essential to forming trust within communities and is an expression of community values. Names that are more inclusive enable neighbors to feel more welcome, leading to a greater sense of belonging.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

The staff report for PA 2022-CW-3CP, dated February 15, 2023, is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/renaming-lee-district/2022-cw-3cp-staff-report.pdf>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)

Leanna O'Donnell, Director, Planning Division (PD), DPD

Lia Niebauer, Planner II, Policy & Plan Development Branch, PD, DPD

Board Agenda Item
April 11, 2023

3:00 p.m.

Public Hearing on the FY 2024 Effective Tax Rate Increase

ISSUE:

Because the assessed value of existing property has increased by one percent or more, Virginia Code Section 58.1-3321 requires the Board to hold a public hearing on the real estate tax rate.

RECOMMENDATION:

The revenue projections included in the FY 2024 Advertised Budget Plan are based on the current Real Estate Tax rate of \$1.11 per \$100 of assessed value. However, a balance of \$90,223,841 remains unallocated and is available for the Board's consideration. The current real estate tax rate of \$1.11 per \$100 of assessed value was authorized by the Board of Supervisors for advertisement to provide the Board flexibility during their deliberations on the FY 2024 budget. Action on the tax rate is recommended to take place on May 9, 2023, as part of the annual adoption of the tax rate resolution, after the public hearings on the FY 2024 Advertised Budget Plan beginning on April 11, 2023, and the Board markup on May 2, 2023.

TIMING:

On March 7, 2023, the Board authorized advertisement of a public hearing to be held on April 11, 2023, at 3:00 PM.

BACKGROUND:

The FY 2024 Advertised Budget Plan is based on a real estate tax rate of \$1.11 per \$100 of assessed value. The tax rate included in the proposed budget remains the same as FY 2023. Although no numerical change in the Real Estate tax rate is being proposed, the total assessed value of existing property has increased by more than one percent. Under such circumstances, Virginia Code Section 58.1-3321 requires that the Board advertise a public hearing and take action to adopt the proposed FY 2024 rate rather than the rate computed by the statutory formula. It should be noted that the total increase in assessed value of existing properties is expected to be 5.68 percent, including an increase of 6.97 percent for residential real property and an increase of 1.65 percent for non-residential real property. As a result, most property owners would experience an increase in their real estate tax bill even if the tax rate remains unchanged.

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The following language, based on Virginia Code and included in the advertisement for this public hearing, describes the effective tax increase due to appreciation and a constant tax rate.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 5.68 percent.
2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$1.0503 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** Fairfax County, Virginia, proposes to adopt a tax rate of \$1.110 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.0597 per \$100, or 5.68 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Increase:** Based on the proposed real property tax rate and changes in other revenues, the total budget of Fairfax County, Virginia, will exceed last year's by 5.54 percent¹.

FISCAL IMPACT:

The advertised FY 2024 real estate tax rate of \$1.110 per \$100 of assessed value results in the revenue projections outlined in the FY 2024 Advertised Budget Plan. If the tax rate is lowered to a rate of \$1.0503 per \$100 of assessed value as described by Virginia Code Section 58.1-3321, then the revenue projection set forth in the FY 2024 Advertised Budget Plan would decrease by \$187.2 million.

ENCLOSED DOCUMENTS:

None

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STAFF:

Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer
Jaydeep Doshi, Director, Department of Tax Administration
Philip Hagen, Director, Department of Management and Budget (DMB)
Katie Horstman, Deputy Director, DMB
Joe LaHait, Deputy Director, DMB

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

¹ The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2024 disbursements as shown in the FY 2024 Advertised Budget Plan reflect a decrease of 2.80 percent from the FY 2023 level.

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3:00 p.m.

Public Hearing on Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Availability Charges (Including the Fixture Unit Rate), Service Charges, Base Charges, and Hauled Wastewater Charges

ISSUE:

The Board of Supervisors' (Board) adoption of ordinances to amend and readopt Fairfax County (County) Code Section 67.1-10-2, relating to Sewer Availability Charges (including the Fixture Unit Rate), Service Charges, Base Charges, and Hauled Wastewater Charges:

- 1) Re-affirming the Availability Charges (including the fixture unit rate) for FY 2023, adjusting the Availability Charges for FY 2024 through FY 2027, and establishing the Availability Charges for FY 2028;
- 2) Re-affirming the Sewer Service Charges for FY 2023, adjusting the Sewer Service Charges for FY 2024 through FY 2027, and establishing the Sewer Service Charges for FY 2028;
- 3) Re-affirming the Base Charges for FY 2023, adjusting the Base Charges for FY 2024 through FY 2027, and establishing the Base Charges for FY 2028; and
- 4) Re-affirming the Hauled Wastewater Charges for FY 2023 and maintaining the same charges as FY 2023 for FY 2024.

Although the sewer charges in the sewer ordinance, Chapter 67.1, are multi-year, all sewer charges are reviewed, adjusted as necessary, and adopted annually to ensure sewer charges are accurately priced.

RECOMMENDATION:

The County Executive recommends that the Board adopt the amended ordinances as set forth in Attachment I.

TIMING:

On March 7, 2023, the Board authorized a public hearing to be held on April 11, 2023, at 3:00 p.m. Public notices of the ordinance revisions were advertised on March 24th and March 31st, 2023. Decision on the sewer rate revisions will coincide with the markup and adoption of the FY 2024 Advertised Budget Plan. The FY 2024 new charges will become effective on July 1, 2023, if adopted by the Board.

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BACKGROUND:

In January 2023, the Wastewater Management Program (Program) and its consultants completed the annual “Revenue Sufficiency and Rate Analysis” (the Rate Study) for the Sewer System. Based upon the results of the Rate Study, changes are proposed to the previously approved rates for FY 2024 to FY 2027 and new rates are proposed for FY 2028.

The following proposed 5-year rate schedule will meet the Program’s current and projected 5-year revenue requirements of approximately \$1.5 billion by increasing the Availability Charges, the Sewer Service Charges, and the Base Charges, all of which are the industry practice. This allows for recovering a portion of the Program’s costs through the Base Charge and recovering the remaining required revenues through the Sewer Service Charge, based on the volume of water consumed by the commercial customers and volume of the winter quarter average consumed by residential customers; Availability Charges, based on the capacity needs of new connections to the system; and Hauled Wastewater Charges, based on the volume of the hauling truck. New or revised rates that were not advertised as part of last year’s annual rate schedule review are shown in **bold**. Note that the proposed adjustments to the Sewer Service Charges and Availability Charges for FY 2024 through FY 2027 are more than those presented to the Board during last year’s budget process. The larger increases are due to higher operating expenses associated with inflation and the revised sewer reimbursement policy.

PROPOSED AVAILABILITY CHARGE SCHEDULE

The County has completed reviewing the adequacy of the amount of the Availability Charges. Based upon the results of this review, the Availability Charge is proposed to increase to \$8,860 from \$8,592, a 1.0 percent increase for a single-family residence in FY 2024 as was identified in the prior fiscal year rate study plus an additional 2.10 percent increase due to the revised reimbursement policy. Proposed Availability Charge increases for a single-family residence from FY 2025 to FY 2027 are 1.0 percent as was identified in the prior fiscal year plus an additional increase due to the revised reimbursement policy. The Availability Charge is a one-time charge, which is paid at the time of connection to the sewer system. The revised, five-year rate schedule for the Availability Charge is as follows:

AVAILABILITY CHARGE SCHEDULE						
Proposed New Rates in Bold						
Type of Connection	Current Rate	New Rates				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Single-Family Detached	\$8,592	\$8,860	\$9,038	\$9,218	\$9,398	\$9,578
Lodging House, Hotel, Inn, or Tourist Cabin	\$8,592	\$8,860	\$9,038	\$9,218	\$9,398	\$9,578
Townhouse	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
Apartment	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
Mobile Home	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
Any other residential dwelling unit	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
Hotels, Motels, or Dormitory rental unit	\$2,148	\$2,215	\$2,260	\$2,304	\$2,349	\$2,394

Availability Charges for all nonresidential uses will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code, Section 101.2, Note 1, which incorporates by reference the 2012 International Plumbing Code (Chapter 7, Section 709), times the fixture unit rate with a minimum charge equivalent to one (1) single-family detached dwelling per premises.

The revised, five-year rate schedule for the fixture unit charge for nonresidential uses is as follows:

AVAILABILITY CHARGE SCHEDULE						
Cost (\$) per Quarterly Bill						
Proposed New Rates in Bold						
	Current Rate	New Rates				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Nonresidential per fixture unit	\$430	\$443	\$452	\$461	\$470	\$479

PROPOSED SEWER SERVICE CHARGE SCHEDULE

The following proposed Sewer Service Charge of \$8.46 per 1,000 gallons of water consumption in FY 2024 will recover a portion of the sewer system costs in FY 2024 based on the volume of water consumed by the commercial customers and the volume of the winter quarter average consumed by residential customers. The revised, five-year rate schedule for the Sewer Service Charges is as follows:

SEWER SERVICE CHARGE SCHEDULE*						
Per 1,000 gallons of water consumption						
Proposed New Rates in Bold						
	Current Rate	New Rates				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer Service Charge	\$8.09	\$8.46	\$8.81	\$9.33	\$9.83	\$10.35

PROPOSED BASE CHARGE SCHEDULE

The following proposed Base Charge of \$44.81 per quarterly bill for FY 2024 will recover approximately 24.4 percent of the sewer system costs in FY 2024. Industry practice is to recover 25 to 30 percent of the total costs through a Base Charge. To strive towards such recovery rate, a phased-in approach is being proposed, as shown in the following table.

BASE CHARGE SCHEDULE*						
Cost (\$) per Quarterly Bill						
Proposed New Rates in Bold						
Type of Connection	Current Rate	New Rates				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential (3/4" meter)	\$40.14	\$44.81	\$49.73	\$52.62	\$55.41	\$58.35
All customers based on meter size						
3/4" and smaller, or no meter	\$40.14	\$44.81	\$49.73	\$52.62	\$55.41	\$58.35
1"	\$100.35	\$112.03	\$124.33	\$131.55	\$138.53	\$145.88
1 1/2"	\$200.70	\$224.05	\$248.65	\$263.10	\$277.05	\$291.75
2"	\$321.12	\$358.48	\$397.84	\$420.96	\$443.28	\$466.80
3"	\$602.10	\$672.15	\$745.95	\$789.30	\$831.15	\$875.25
4"	\$1,003.50	\$1,120.25	\$1,243.25	\$1,315.50	\$1,385.25	\$1,458.75
6"	\$2,007.00	\$2,240.50	\$2,486.50	\$2,631.00	\$2,770.50	\$2,917.50
8"	\$3,211.20	\$3,584.80	\$3,978.40	\$4,209.60	\$4,432.80	\$4,668.00
10" and larger	\$4,616.10	\$5,153.15	\$5,718.95	\$6,051.30	\$6,372.15	\$6,710.25

***Adjustment to the Base Charge for nonresidential customers who have sub-meters for irrigation and other water uses that do not enter the sewer system must be justified.**

PROPOSED HAULED WASTEWATER CHARGES

The County's Septage Receiving Facility (SRF) was constructed to receive and treat septage from local onsite sewage disposal systems in accordance with Section 15.2-2123 of the Code of Virginia. In addition, the SRF receives landfill leachate, portable toilet waste, restaurant grease, and recycled carwash water. Hauled Wastewater Charges were introduced in FY 2020 to recover a portion of the costs of operation, maintenance, and upcoming necessary improvements to the SRF. It is proposed that the charge for High-Strength and Low-Strength Wastes remain the same as the FY 2023 charges as follows:

- (1) High-Strength Waste - \$27 per 1,000 gallons of the hauler's truck capacity for septic tank and restaurant grease wastes.
- (2) Low-Strength Waste - \$7.72 per 1,000 gallons of the hauler's truck capacity for portable toilet, recycled carwash water, landfill leachate, or other such low-strength waste.

The County's sewer charges remain very competitive on a local basis. Below are average annual sewer service billings and Availability Charges per Single-Family Residential Equivalent (SFRE) for Fairfax County compared to other regional jurisdictions, as of December 2022 (FY 2023). Average sewer service billings for the other regional jurisdictions have been developed by applying each jurisdiction's equivalent base charge and sewer service rate to appropriate SFRE water usage determined from Fairfax Water's average water usage for SFREs.

**Comparison of Average Service Charges, Availability Charges, and Base Charges
 for SFREs as of December 2022 (FY 2023)
 Based on 16,000 gallons per quarter for all jurisdictions**

Jurisdiction	Average Annual Sewer Service Billing	Sewer Availability Fees
DCWASA	\$1,227	\$2,809
City of Alexandria	\$1,042	\$8,859
WSSC (improved)	\$841	\$14,500
Fairfax County	\$678	\$8,592
Arlington County	\$659	\$3,240
Prince William County	\$571	\$10,800
Loudoun Water	\$499	\$8,972

The table below outlines base charges by other regional utilities for comparison to Fairfax County’s current Base Charge of \$40.14 as of December 2022 (FY 2023).

Quarterly Base Charges for Sewer Service for Residential Customers	
DC Water	\$ 66.05
Fairfax County	\$ 40.14
Alexandria Renew Enterprises	\$ 39.42
Loudoun Water	\$ 37.80
Prince William County Service Authority	\$ 36.30
Washington Suburban Sanitation Commission	\$ 29.38
Arlington	\$ 11.09
Neighboring Utilities Average	\$ 36.67

EQUITY IMPACT:

This Board action item has no adverse equity impact. The sewer rates are a significant part of the County’s award-winning wastewater management program which protects public health and the environment. Untreated wastewater causes diseases to proliferate, including hepatitis, tetanus, typhoid, cholera, enterovirus, and others, that thrive in untreated human sewage. Untreated wastewater also ruins water quality and kills aquatic life. The U.S. Environmental Protection Agency (U.S. EPA) has identified inequitable nationwide trends where communities “allow continued discharges of raw sewage into waters used for drinking, recreation, and/or ecological habitat—depending

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on the ability of a wastewater system and its customers to pay for necessary infrastructure upgrades.” (https://www.epa.gov/sites/default/files/2020-10/documents/nrdc_comments_on_fca_guidance.pdf and <https://www.nrdc.org/media/2023/230201-0>).

DPWES administers an integrated sewer system, with fees dedicated to capital improvements Countywide, regardless of the amount of fees contributed. The County also surpasses the U.S. EPA national average for good control of its sewer system by controlling sanitary sewer overflows with aggressive cleaning of sewers Countywide (https://www.fairfaxcounty.gov/publicworks/sites/publicworks/files/assets/documents/sewer_certification_report_1.pdf).

The County’s Wastewater Management Program also ensures proper conveyance and treatment of sewage away from 91 percent of households with high vulnerability index ratings, and 100 percent of households with a vulnerability index greater than 4. Figure 1 (Attachment III) shows the County’s Approved Sewer Service Area (ASSA) in comparison to the vulnerability index scores.

Vulnerability Index	Number of Households in ASSA	Number of Households Not in ASSA	% IN	% OUT
0-1	1,501	181	89%	11%
1-2	133,782	21,021	86%	14%
2-3	133,687	5,299	96%	4%
3-4	34,169	4,684	88%	12%
4-5	2,037	-	100%	0%
	305,176	31,185	91%	9%

The sewer rates are structured to be equivalent across all customers of the County. The quarterly sewer bills have two components, a Sewer Service (or volumetric) Charge and Base Charge. The volumetric charge is based on the amount of water consumed by a customer, providing customers the ability to reduce the amount of water they use and thereby reduce the amount they are charged. In addition, the volumetric charge is capped at the volume of water used during winter quarter months. So, residential customers are not charged a wastewater fee for water used outside of the house (e.g., for landscape irrigation, washing cars) during warmer months. Commercial customers are charged based on all the water consumed. However, commercial customers may install a “deduct water meter” to measure and subtract from the total water consumed the amount of water that does not enter the sewer system.

The County’s sewer charge is well below the Environmental Protection Agency’s Financial Capability Assessment Guidance. One common measure of rate affordability is to evaluate the typical residential bill (annualized) relative to the annual median

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household income (“MHI”) within the service area. Industry standards consider a wastewater bill at 1 percent or lower of the MHI as a low potential economic impact on residents. The proposed residential wastewater charges for the County for 2024 would be 0.5 percent of MHI, well below the lowest industry threshold.

The sewer rate equity impact is further addressed by the Countywide programs that assist low-income households and those living in vulnerable communities, Fairfax Water’s policy for providing water service, and the current [Fairfax Water Low-Income Household Water Assistance Program \(LIHWAP\)](#). Fairfax Water bills ratepayers on behalf of the Department of Public Works and Environment Services (DPWES) wastewater management program. Customers who do not pay their water bills on time receive a grace period to come into compliance. Fairfax Water directs customers to the following assistance options, provided in multiple languages:

- Set up a Payment Plan. Customers may establish a payment plan with Fairfax Water.
- Request payment assistance through local community organizations that may assist with utility bill payment.
- Refers customers to:
 - Fairfax County Department of Family Services - 703.324.7450
 - Fairfax Department of Housing - 703.324.8122
 - Fairfax County Coordinated Services Planning - 703.222.0880

When Fairfax Water refers the nonpaying community to Coordinated Services Planning, community members can rely on several Countywide programs. Ratepayers who are struggling to pay their water and sewer bills are typically experiencing other hardships, and several Fairfax County departments focus on providing a holistic solution to improve the food and water security for vulnerable households through the Community Consolidated Funding Pool and Coordinated Services Planning:

- Offers 17 languages on staff.
- Provides a CAREVAN, which targets areas of food insecurity, and Title I schools to provide food pantry availability.
- Community Services Planning (CSP) does outreach to the community as part of a program. They have a long-standing relationship with the community and the partners in the community.
- The Community Partner Strategy Team (CPST) represents a collaborative network of community/County health and human services providers representative of Fairfax County's diversity. The CPST strategically works to increase a collective capacity to serve and meet urgent and ongoing basic needs in the Fairfax County community.

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In addition, the Department of Neighborhood and Community Services (NCS) operates community centers throughout the County that can assist ratepayers. The Department of Housing and Community Development provides Section 8 housing and administers a Home Improvement Loan Program.

Finally, DPWES has sought opportunities to improve equitable service delivery, because the LIHWAP is a federally funded program that will expire when funding is expended. Under current state law, DPWES is not empowered by state law to establish a sewer fee to assist low-income and vulnerable households. As the County in the Commonwealth of Virginia, the County is subject to the Dillon Rule, and can only establish programs and ordinances expressly empowered by Virginia. As a result, the best improvement currently available is for DPWES to perform outreach by contributing wastewater ratepayer information to the NCS and CPST outreach programs.

FISCAL IMPACT:

In FY 2024, assuming a water usage for a typical residential customer of 16,000 gallons/quarter (or 64,000 gallons/year), the annual sewer bill will be approximately \$720.68 per year, which is an increase of 6.2 percent or \$42.36 over the FY 2023 annual sewer bill. This is equal to an increase of \$3.53 per month.

In FY 2024, revenue is projected to be \$282.0 million, which is an increase of approximately \$14.5 million over the *FY 2023 Adopted Budget Plan* primarily due to the proposed rate increases. Revenues from the collection of Sewer Availability Charges, Service Charges, Base Charges, and Hauled Wastewater Charges are recorded in Fund 69000, Sewer Revenue.

ENCLOSED DOCUMENTS:

Attachment I: The Proposed Amendment to Chapter 67.1 Article 10 (Charges), Section 2 of the Code of the County of Fairfax (clean version)

Attachment II: The Proposed Amendment to Chapter 67.1 Article 10 (Charges), Section 2 of the Code of the County of Fairfax (with amendments tracked)

Attachment III: Figure 1 – Sewer Service Area in Vulnerable Communities

STAFF:

Rachel Flynn, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES

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

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ASSIGNED COUNSEL:

Emily H. Smith, Assistant County Attorney
Marc Gori, County Attorney

1 **AN ORDINANCE AMENDING**
 2 **ARTICLE 10 OF CHAPTER 67.1 OF THE FAIRFAX COUNTY CODE, RELATING TO**
 3 **CHARGES FOR THE AVAILABILITY OF, CONNECTION TO, AND/OR USE OF THE**
 4 **SEWERAGE FACILITIES OF THE COUNTY**

5
 6 **AN ORDINANCE to amend the Fairfax County Code by amending and**
 7 **readopting Section 67.1-10-2, relating to charges for the availability of,**
 8 **connection to, and/or use of the sewerage facilities of the County.**

9
 10
 11 **Be it ordained by the Board of Supervisors of Fairfax County:**

- 12 **1. That Section 67.1-10-2 of the Fairfax County Code is amended and readopted as**
 13 **follows:**
 14

15 **ARTICLE 10. - Charges**

16 **Section 67.1-10-2. – Availability, Connection, Lateral Spur, Service Charges, Base Charges,**
 17 **and Hauled Wastewater Charges.**

18 (a) *Availability Charges:*

- 19 (1) *Residential uses:* The following schedule of availability charges for residential uses
 20 desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)					
	Customer Class	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
(A)	Single-Family Detached	\$8,592	\$8,860	\$9,038	\$9,218	\$9,398	\$9,578
(B)	Lodging House, Hotel, Inn or Tourist Cabin	\$8,592	\$8,860	\$9,038	\$9,218	\$9,398	\$9,578
(C)	Townhouse	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
(D)	Apartment	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
(E)	Mobile Home	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662
(F)	Any other residential dwelling unit	\$6,874	\$7,088	\$7,231	\$7,374	\$7,518	\$7,662

(G)	Hotel, Motel, or Dormitory rental unit	\$2,148	\$2,215	\$2,260	\$2,304	\$2,349	\$2,394
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21

22

23 (2) *Commercial and all other uses:* The following schedule of fixture unit rates for
 24 computing availability charges for all nonresidential uses is hereby established and
 25 imposed:

	Fiscal Year (July 1-June 30)					
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Fixture unit rate	\$430	\$443	\$452	\$461	\$470	\$479

26

27 The availability charge will be computed as the number of fixture units (including roughed-in
 28 fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code
 29 (VUSBC), (as amended), Section 101.2, Note 1, which incorporates by reference the 2012
 30 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with
 31 a minimum charge equivalent to one single-family detached dwelling per premises. For Significant
 32 Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer
 33 System and other industrial or commercial Users determined by the Director to have processes
 34 generating significant wastewater flows, the availability charge will be calculated on the basis of
 35 equivalent units. One equivalent unit is equal to 280 gallons per day and rated equal to one single-
 36 family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users
 37 and other industrial or commercial Users determined by the Director to have processes generating
 38 significant flow will be equal to the current rate for a single-family detached dwelling unit times
 39 the number of equivalent units associated with the permitted flow. The number of equivalent units
 40 is equal to the permitted or projected flow in gallons per day divided by 280 gallons per day.
 41 Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to
 42 drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture
 43 units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such
 44 discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other
 45 equipment, or such other rates as the Director shall determine.

46 (3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate
 47 applicable to each fiscal year is subject to annual review by the Board.

48 (b) *Connection Charges.*

- 49 (1) *Residential and community uses:* Except as otherwise provided herein, there is hereby
 50 established and imposed a connection charge of \$152.50 per front foot of premises (with
 51 a minimum of \$7,625 and a maximum of \$15,250 for the connection of single-family
 52 detached and attached dwellings, churches, schools, fire stations, community centers, or
 53 other such similar community uses, to the Facilities of the County.
- 54 (2) *All other uses:* There is hereby established and imposed a connection charge of \$152.50
 55 per front foot of premises (with a minimum charge of \$15,250) for the connection of all
 56 other uses to the Facilities of the County.
- 57 (3) The connection charges established and imposed above shall not apply to premises to
 58 be connected to the Facilities of the County if such Facilities of the County are
 59 constructed totally at private expense.
- 60 (4) For the purposes of Section 67.1-10-2(b), front foot of premises will be determined by
 61 measuring the frontage of the premises located on the street address side of the premises.
- 62 (c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of
 63 \$600.00 for the connection of all uses to a lateral spur, where such lateral spur has been
 64 installed by the County at the expense of Fairfax County.
- 65 (d) *Service charges:* There are hereby established and imposed the following sanitary sewer
 66 service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)					
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer Service Charge, \$/1,000 gallons	\$8.09	\$8.46	\$8.81	\$9.33	\$9.83	\$10.35

67

- 68 (e) *Base charges:* There are hereby established and imposed the following quarterly base
 69 charges in addition to the sewer service charge:

BASE CHARGE Cost (\$) per Quarterly Bill						
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential Base Charge	\$40.14	\$44.81	\$49.73	\$52.62	\$55.41	\$58.35

Commercial: (meter size)						
¾" and smaller, or no meter	\$40.14	\$44.81	\$49.73	\$52.62	\$55.41	\$58.35
1"	\$100.35	\$112.03	\$124.33	\$131.55	\$138.53	\$145.88
1½"	\$200.70	\$224.05	\$248.65	\$263.10	\$277.05	\$291.75
2"	\$321.12	\$358.48	\$397.84	\$420.96	\$443.28	\$466.80
3"	\$602.10	\$672.15	\$745.95	\$789.30	\$831.15	\$875.25
4"	\$1,003.50	\$1,120.25	\$1,243.25	\$1,315.50	\$1,385.25	\$1,458.75
6"	\$2,007.00	\$2,240.50	\$2,486.50	\$2,631.00	\$2,770.50	\$2,917.50
8"	\$3,211.20	\$3,584.80	\$3,978.40	\$4,209.60	\$4,432.80	\$4,668.00
10" and larger	\$4,616.10	\$5,153.15	\$5,718.95	\$6,051.30	\$6,372.15	\$6,710.25

70

71 If requested, the Base Charge for nonresidential customers, who have irrigation systems and other
72 water uses that do not enter the sewer system, will be adjusted. Calculations prepared by a Virginia
73 licensed professional engineer must be provided to demonstrate what size of main water meter
74 would be necessary for the building to accommodate only the water that enters the sewer system.
75 The Base Charge will be adjusted based on the calculated meter size. In no case the Base Charge
76 will be smaller than that for ¾" meter.

77 (1) *Effective date:* The Service charges and Base charges will change on July 1st of each
78 new fiscal year. For metered accounts, the change is effective with meter readings
79 beginning October 1st of each year. For unmetered accounts, the change is effective with
80 billings beginning October 1st of each year.

81 (2) *Premises having a metered water supply:*

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line

detached, rowhouses, garden court and patio houses with a separate water service line meter.	meter, whichever is lower, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(C) All users.	Base charge per billing as established in Section 67.1-10-2(e).

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(D) The winter-quarter-maximum consumption is determined as follows:

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(i) The quarterly-daily-average consumption of water is the consumption, measured by the water service line meter for the period between meter readings divided by the number of days elapsed between meter readings.

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(ii) The quarterly consumption is 91.5 times the quarterly-daily-average consumption of water in leap years or 91.25 times the quarterly-daily-average consumption in non-leap years.

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(iii) The winter-quarter-consumption is the quarterly consumption determined at the water service line meter reading scheduled between February 1 and April 30. The winter-quarter-consumption of each respective year shall be applicable to the four quarterly sewer billings rendered in conjunction with the regular meter reading scheduled after the next May.

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(iv) All water delivered to the premises, as measured by the winter-quarter-consumption for single-family dwellings and townhouses or the meter of all other Users, shall be deemed to have been discharged to the Facilities of the County. However, any person may procure the installation of a second water service line meter. Such person may notify the Director of such installation, in which event the Director shall make such inspection or inspections as may be necessary to ascertain that no water delivered to the premises or only the water delivered through any such additional meter may enter the Facilities of the County. If the Director determines that water delivered through an additional meter may not enter the Facilities of the County, no charge hereunder shall be based upon such volume of water delivery. If the Director determines that only the water delivered through an additional meter may enter the Facilities of the County, only the water recorded on the additional meter shall be charged. In the alternative, any person may procure the installation of a sewage meter which shall be of a type and installed in a manner approved by the Director, who shall make periodic inspection to ensure accurate operation of said meter; in such event, the charge imposed hereunder shall be based upon the volume measured

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112 by such meter. The cost of all inspections required by the foregoing provisions
113 for elective metering, as determined by normal cost accounting methods, shall
114 be an additional charge for sanitary sewer service to the premises on which such
115 meter or meters are installed.

116 (E) For single-family premises as in (e)(2)(A) not able to register valid meter readings
117 for the measurement of winter-quarter-consumption the following billing method
118 shall apply:

119 (i) Premises not existing, unoccupied or occupied by a different household during
120 the applicable winter quarter, or which due to unfavorable weather, meter failure
121 or for any other reason of meter inaccuracy cannot register valid meter readings,
122 shall not be considered to have a valid meter reading for the purpose of winter-
123 quarter-consumption measurement.

124 (ii) Such premises may be billed on the basis of the average winter-quarter-
125 consumption for similar dwelling units or the current quarterly consumption, as
126 registered by water service line meter, or based on historical water usage.
127 Accounts for single-family premises established by a builder for sewerage
128 service during construction shall be considered a nonresidential use.

129 (3) Premises not having metered water supply or having both well water and public metered
130 water supply:

131 (A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-
132 quarter-consumption, during the applicable winter quarter, of similar dwelling units,
133 times the effective unit cost rate (\$/1,000 gallons). In the alternative, any such single-
134 family residential customer may apply to the County, via the water supplier
135 providing water service to the area in which the residential customer is located, for
136 special billing rates, based on average per capita consumption of water in similar
137 type units.

138 (B) All other uses: The charge shall be based upon the number of fixture units and load
139 factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load
140 Factors for All Other Premises. There shall be an additional charge equal to the
141 effective unit cost (\$/1,000 gallons) for the volume discharged by fixtures
142 discharging continuously or semi-continuously. Volume of continuous or semi-
143 continuous discharge shall be deemed to be that used in determining availability
144 charge.

145 (f) Hauled Wastewater Charges: There are hereby established and imposed the following Hauled
146 Wastewater Charges:

147 (1) High-Strength Waste - \$27 per 1,000 gallons of the hauler's truck capacity for septic
148 tank and restaurant grease wastes.

149 (2) Low-Strength Waste – \$7.72 per 1,000 gallons of the hauler's truck capacity for
150 portable toilet, landfill leachate, or any such low- strength wastewater.

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153 TABLE I. Table of Fixture Units

Type of Fixture or Group of Fixtures	Drainage Fixture Unit Value (DFU)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	
Tank type closet	6
Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1
Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2
Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2

Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4
Urinal, pedestal, syphon jet blowout	6
Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2
Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2
2 inches	3
2½ inches	4
3 inches	5
4 inches	6

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TABLE II.
Fixture Units and Load Factors for All Other Premises
Quarterly Service Charges
 Fiscal Year (July 1 - June 30)

Fixture Units	Load Factor	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
20 or less	1.00	202.25	211.50	220.25	233.25	245.75	258.75
21 to 30	1.25	252.81	264.38	275.31	291.56	307.19	323.44
31 to 40	1.45	293.26	306.68	319.36	338.21	356.34	375.19
41 to 50	1.60	323.60	338.40	352.40	373.20	393.20	414.00
51 to 60	1.75	353.94	370.13	385.44	408.19	430.06	452.81
61 to 70	1.90	384.28	401.85	418.48	443.18	466.93	491.63
71 to 80	2.05	414.61	433.58	451.51	478.16	503.79	530.44
81 to 90	2.20	444.95	465.30	484.55	513.15	540.65	569.25
91 to 100	2.30	465.18	486.45	506.58	536.48	565.23	595.13
101 to 110	2.40	485.40	507.60	528.60	559.80	589.80	621.00
111 to 120	2.55	515.74	539.33	561.64	594.79	626.66	659.81
121 to 130	2.65	535.96	560.48	583.66	618.11	651.24	685.69
131 to 140	2.75	556.19	581.63	605.69	641.44	675.81	711.56
141 to 150	2.85	576.41	602.78	627.71	664.76	700.39	737.44
151 to 160	2.95	596.64	623.93	649.74	688.09	724.96	763.31

ATTACHMENT I

161 to 170	3.05	616.86	645.08	671.76	711.41	749.54	789.19
171 to 180	3.15	637.09	666.23	693.79	734.74	774.11	815.06
181 to 190	3.25	657.31	687.38	715.81	758.06	798.69	840.94
191 to 200	3.35	677.54	708.53	737.84	781.39	823.26	866.81
201 to 210	3.45	697.76	729.68	759.86	804.71	847.84	892.69
211 to 220	3.55	717.99	750.83	781.89	828.04	872.41	918.56
221 to 230	3.65	738.21	771.98	803.91	851.36	896.99	944.44
231 to 240	3.75	758.44	793.13	825.94	874.69	921.56	970.31
241 to 250	3.85	778.66	814.28	847.96	898.01	946.14	996.19
251 to 260	3.90	788.78	824.85	858.98	909.68	958.43	1,009.13
261 to 270	4.00	809.00	846.00	881.00	933.00	983.00	1,035.00
271 to 280	4.05	819.11	856.58	892.01	944.66	995.29	1,047.94
281 to 290	4.10	829.23	867.15	903.03	956.33	1,007.58	1,060.88
291 to 300	4.15	839.34	877.73	914.04	967.99	1,019.86	1,073.81
301 to 310	4.20	849.45	888.30	925.05	979.65	1,032.15	1,086.75
311 to 320	4.30	869.68	909.45	947.08	1,002.98	1,056.73	1,112.63
321 to 330	4.40	889.90	930.60	969.10	1,026.30	1,081.30	1,138.50
331 to 340	4.50	910.13	951.75	991.13	1,049.63	1,105.88	1,164.38
341 to 350	4.60	930.35	972.90	1,013.15	1,072.95	1,130.45	1,190.25
351 to 360	4.70	950.58	994.05	1,035.18	1,096.28	1,155.03	1,216.13

ATTACHMENT I

361 to 370	4.80	970.80	1,015.20	1,057.20	1,119.60	1,179.60	1,242.00
371 to 380	4.90	991.03	1,036.35	1,079.23	1,142.93	1,204.18	1,267.88
381 to 390	5.00	1,011.25	1,057.50	1,101.25	1,166.25	1,228.75	1,293.75
391 to 400	5.10	1,031.48	1,078.65	1,123.28	1,189.58	1,253.33	1,319.63
401 to 410	5.20	1,051.70	1,099.80	1,145.30	1,212.90	1,277.90	1,345.50
411 to 420	5.30	1,071.93	1,120.95	1,167.33	1,236.23	1,302.48	1,371.38
421 to 430	5.40	1,092.15	1,142.10	1,189.35	1,259.55	1,327.05	1,397.25
431 to 440	5.50	1,112.38	1,163.25	1,211.38	1,282.88	1,351.63	1,423.13
441 to 450	5.60	1,132.60	1,184.40	1,233.40	1,306.20	1,376.20	1,449.00
451 to 460	5.70	1,152.83	1,205.55	1,255.43	1,329.53	1,400.78	1,474.88
461 to 470	5.80	1,173.05	1,226.70	1,277.45	1,352.85	1,425.35	1,500.75
471 to 480	5.90	1,193.28	1,247.85	1,299.48	1,376.18	1,449.93	1,526.63
481 to 490	6.00	1,213.50	1,269.00	1,321.50	1,399.50	1,474.50	1,552.50
491 to 500	6.10	1,233.73	1,290.15	1,343.53	1,422.83	1,499.08	1,578.38
501 to 525	6.25	1,264.06	1,321.88	1,376.56	1,457.81	1,535.94	1,617.19
526 to 550	6.50	1,314.63	1,374.75	1,431.63	1,516.13	1,597.38	1,681.88
551 to 575	6.75	1,365.19	1,427.63	1,486.69	1,574.44	1,658.81	1,746.56
576 to 600	7.00	1,415.75	1,480.50	1,541.75	1,632.75	1,720.25	1,811.25
601 to 625	7.25	1,466.31	1,533.38	1,596.81	1,691.06	1,781.69	1,875.94
626 to 650	7.50	1,516.88	1,586.25	1,651.88	1,749.38	1,843.13	1,940.63

ATTACHMENT I

651 to 675	7.75	1,567.44	1,639.13	1,706.94	1,807.69	1,904.56	2,005.31
676 to 700	8.00	1,618.00	1,692.00	1,762.00	1,866.00	1,966.00	2,070.00
701 to 725	8.20	1,658.45	1,734.30	1,806.05	1,912.65	2,015.15	2,121.75
726 to 750	8.40	1,698.90	1,776.60	1,850.10	1,959.30	2,064.30	2,173.50
751 to 775	8.60	1,739.35	1,818.90	1,894.15	2,005.95	2,113.45	2,225.25
776 to 800	8.80	1,779.80	1,861.20	1,938.20	2,052.60	2,162.60	2,277.00
801 to 825	9.00	1,820.25	1,903.50	1,982.25	2,099.25	2,211.75	2,328.75
826 to 850	9.20	1,860.70	1,945.80	2,026.30	2,145.90	2,260.90	2,380.50
851 to 875	9.35	1,891.04	1,977.53	2,059.34	2,180.89	2,297.76	2,419.31
876 to 900	9.50	1,921.38	2,009.25	2,092.38	2,215.88	2,334.63	2,458.13
901 to 925	9.65	1,951.71	2,040.98	2,125.41	2,250.86	2,371.49	2,496.94
926 to 950	9.80	1,982.05	2,072.70	2,158.45	2,285.85	2,408.35	2,535.75
951 to 975	9.95	2,012.39	2,104.43	2,191.49	2,320.84	2,445.21	2,574.56
976 to 1,000	10.15	2,052.84	2,146.73	2,235.54	2,367.49	2,494.36	2,626.31
1,001 to 1,050	10.55	2,133.74	2,231.33	2,323.64	2,460.79	2,592.66	2,729.81
1,051 to 1,100	10.90	2,204.53	2,305.35	2,400.73	2,542.43	2,678.68	2,820.38
1,101 to 1,150	11.30	2,285.43	2,389.95	2,488.83	2,635.73	2,776.98	2,923.88
1,151 to 1,200	11.70	2,366.33	2,474.55	2,576.93	2,729.03	2,875.28	3,027.38
1,201 to 1,250	12.00	2,427.00	2,538.00	2,643.00	2,799.00	2,949.00	3,105.00
1,251 to 1,300	12.35	2,497.79	2,612.03	2,720.09	2,880.64	3,035.01	3,195.56

ATTACHMENT I

1,301 to 1,350	12.70	2,568.58	2,686.05	2,797.18	2,962.28	3,121.03	3,286.13
1,351 to 1,400	13.00	2,629.25	2,749.50	2,863.25	3,032.25	3,194.75	3,363.75
1,401 to 1,450	13.25	2,679.81	2,802.38	2,918.31	3,090.56	3,256.19	3,428.44
1,451 to 1,500	13.50	2,730.38	2,855.25	2,973.38	3,148.88	3,317.63	3,493.13
1,501 to 1,600	14.05	2,841.61	2,971.58	3,094.51	3,277.16	3,452.79	3,635.44
1,601 to 1,700	14.60	2,952.85	3,087.90	3,215.65	3,405.45	3,587.95	3,777.75
1,701 to 1,800	15.15	3,064.09	3,204.23	3,336.79	3,533.74	3,723.11	3,920.06
1,801 to 1,900	15.70	3,175.33	3,320.55	3,457.93	3,662.03	3,858.28	4,062.38
1,901 to 2,000	16.25	3,286.56	3,436.88	3,579.06	3,790.31	3,993.44	4,204.69
2,001 to 2,100	16.80	3,397.80	3,553.20	3,700.20	3,918.60	4,128.60	4,347.00
2,101 to 2,200	17.35	3,509.04	3,669.53	3,821.34	4,046.89	4,263.76	4,489.31
2,201 to 2,300	17.90	3,620.28	3,785.85	3,942.48	4,175.18	4,398.93	4,631.63
2,301 to 2,400	18.45	3,731.51	3,902.18	4,063.61	4,303.46	4,534.09	4,773.94
2,401 to 2,500	19.00	3,842.75	4,018.50	4,184.75	4,431.75	4,669.25	4,916.25
2,501 to 2,600	19.55	3,953.99	4,134.83	4,305.89	4,560.04	4,804.41	5,058.56
2,601 to 2,700	20.10	4,065.23	4,251.15	4,427.03	4,688.33	4,939.58	5,200.88
2,701 to 2,800	20.65	4,176.46	4,367.48	4,548.16	4,816.61	5,074.74	5,343.19
2,801 to 2,900	21.20	4,287.70	4,483.80	4,669.30	4,944.90	5,209.90	5,485.50
2,901 to 3,000	21.75	4,398.94	4,600.13	4,790.44	5,073.19	5,345.06	5,627.81
3,001 to 4,000	26.00	5,258.50	5,499.00	5,726.50	6,064.50	6,389.50	6,727.50

4,001 to 5,000	29.50	5,966.38	6,239.25	6,497.38	6,880.88	7,249.63	7,633.13
5,001 to 6,000	33.00	6,674.25	6,979.50	7,268.25	7,697.25	8,109.75	8,538.75
6,001 to 7,000	36.40	7,361.90	7,698.60	8,017.10	8,490.30	8,945.30	9,418.50
7,001 to 8,000	39.60	8,009.10	8,375.40	8,721.90	9,236.70	9,731.70	10,246.50
8,001 to 9,000	42.75	8,646.19	9,041.63	9,415.69	9,971.44	10,505.81	11,061.56
9,001 to 10,000	46.00	9,303.50	9,729.00	10,131.50	10,729.50	11,304.50	11,902.50
10,001 to 11,000	48.85	9,879.91	10,331.78	10,759.21	11,394.26	12,004.89	12,639.94
11,001 to 12,000	51.60	10,436.10	10,913.40	11,364.90	12,035.70	12,680.70	13,351.50
12,001 to 13,000	54.60	11,042.85	11,547.90	12,025.65	12,735.45	13,417.95	14,127.75
13,001 to 14,000	57.40	11,609.15	12,140.10	12,642.35	13,388.55	14,106.05	14,852.25
14,001 to 15,000	60.00	12,135.00	12,690.00	13,215.00	13,995.00	14,745.00	15,525.00

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161 NOTES:

162 (1) Base charge is not included in rates above.

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GIVEN under my hand this _____ day of _____, 2023

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 Jill G. Cooper
 Clerk for the Board of Supervisors

**AN ORDINANCE AMENDING
ARTICLE 10 OF CHAPTER 67.1 OF THE FAIRFAX COUNTY CODE, RELATING TO
CHARGES FOR THE AVAILABILITY OF, CONNECTION TO, AND/OR USE OF THE
SEWERAGE FACILITIES OF THE COUNTY**

**AN ORDINANCE to amend the Fairfax County Code by amending and
readopting Section 67.1-10-2, relating to charges for the availability of,
connection to, and/or use of the sewerage facilities of the County.**

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

1. That Section 67.1-10-2 of the Fairfax County Code is amended and readopted as follows:

ARTICLE 10. - Charges

Section 67.1-10-2. – Availability, Connection, Lateral Spur, Service Charges, Base Charges, and Hauled Wastewater Charges.

(a) Availability Charges:

(1) Residential uses: The following schedule of availability charges for residential uses desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)					
	Customer Class	FY 2023 2	FY 2024 3	FY 2025 4	FY 2026 5	FY 2027 6	FY 2028 7
(A)	Single-Family Detached	\$8,59207	\$8,860592	\$98,038678	\$98,218765	\$98,398853	\$98,578942
(B)	Lodging House, Hotel, Inn or Tourist Cabin	\$8,59207	\$8,860592	\$98,038678	\$98,218765	\$98,398853	\$98,578942
(C)	Townhouse	\$6,87406	\$76,088874	\$76,231942	\$7,374012	\$7,518082	\$7,662153
(D)	Apartment	\$6,87406	\$76,088874	\$76,231942	\$7,374012	\$7,518082	\$7,662153

(E)	Mobile Home	\$6,87406	\$76,088874	\$76,231942	\$7,374012	\$7,518082	\$7,662153
(F)	Any other residential dwelling unit	\$6,87406	\$76,088874	\$76,231942	\$7,374012	\$7,518082	\$7,662153
(G)	Hotel, Motel, or Dormitory rental unit	\$2,14827	\$2,215148	\$2,260170	\$2,304191	\$2,349212	\$2,394225

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23 (2) *Commercial and all other uses:* The following schedule of fixture unit rates for
 24 computing availability charges for all nonresidential uses is hereby established and
 25 imposed:

	Fiscal Year (July 1-June 30)					
	FY 2022 3	FY 2023 4	FY 2024 5	FY 2025 6	FY 2026 7	FY 2027 8
Fixture unit rate	\$4302 5	\$44330	\$45234	\$46138	\$47043	\$47946

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27 The availability charge will be computed as the number of fixture units (including roughed-in
 28 fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code
 29 (VUSBC), (as amended), Section 101.2, Note 1, which incorporates by reference the 2012
 30 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with
 31 a minimum charge equivalent to one single-family detached dwelling per premises. For Significant
 32 Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer
 33 System and other industrial or commercial Users determined by the Director to have processes
 34 generating significant wastewater flows, the availability charge will be calculated on the basis of
 35 equivalent units. One equivalent unit is equal to 280 gallons per day and rated equal to one single-
 36 family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users
 37 and other industrial or commercial Users determined by the Director to have processes generating
 38 significant flow will be equal to the current rate for a single-family detached dwelling unit times
 39 the number of equivalent units associated with the permitted flow. The number of equivalent units
 40 is equal to the permitted or projected flow in gallons per day divided by 280 gallons per day.
 41 Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to

42 drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture
 43 units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such
 44 discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other
 45 equipment, or such other rates as the Director shall determine.

46 (3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate
 47 applicable to each fiscal year is subject to annual review by the Board.

48 (b) *Connection Charges.*

49 (1) *Residential and community uses:* Except as otherwise provided herein, there is hereby
 50 established and imposed a connection charge of \$152.50 per front foot of premises (with
 51 a minimum of \$7,625 and a maximum of \$15,250 for the connection of single-family
 52 detached and attached dwellings, churches, schools, fire stations, community centers, or
 53 other such similar community uses, to the Facilities of the County.

54 (2) *All other uses:* There is hereby established and imposed a connection charge of \$152.50
 55 per front foot of premises (with a minimum charge of \$15,250) for the connection of all
 56 other uses to the Facilities of the County.

57 (3) The connection charges established and imposed above shall not apply to premises to
 58 be connected to the Facilities of the County if such Facilities of the County are
 59 constructed totally at private expense.

60 (4) For the purposes of Section 67.1-10-2(b), front foot of premises will be determined by
 61 measuring the frontage of the premises located on the street address side of the premises.

62 (c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of
 63 \$600.00 for the connection of all uses to a lateral spur, where such lateral spur has been
 64 installed by the County at the expense of Fairfax County.

65 (d) *Service charges:* There are hereby established and imposed the following sanitary sewer
 66 service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)					
	FY 20223	FY 20234	FY 20245	FY 20256	FY 20267	FY 20278
Sewer Service Charge, \$/1,000 gallons	\$87.0972	\$8.4609	\$8.8141	\$98.3373	\$9.8321	\$109.3567

67

68 (e) *Base charges:* There are hereby established and imposed the following quarterly base
 69 charges in addition to the sewer service charge:

BASE CHARGE Cost (\$) per Quarterly Bill						
	FY 2022 3	FY 2023 4	FY 2024 5	FY 2025 6	FY 2026 7	FY 2027 8
Residential Base Charge	\$ 4036.1454	\$ 440.814	\$ 494.473	\$ 5249.6209	\$ 551.4179	\$ 584.358
Commercial: (meter size)						
¾" and smaller, or no meter	\$ 4036.1454	\$ 440.814	\$ 494.743	\$ 5249.6209	\$ 551.4179	\$ 584.358
1"	\$ 10091.35	\$ 11200.035	\$ 12411.3308	\$ 13122.5573	\$ 13829.5348	\$ 14535.8895
1½"	\$ 200182.70	\$ 22400.705	\$ 24822.165	\$ 26345.1045	\$ 27758.905	\$ 29171.7590
2"	\$ 321292.312	\$ 35821.4812	\$ 39755.484	\$ 420392.9672	\$ 44314.328	\$ 46635.804
3"	\$ 602548.10	\$ 6702.150	\$ 745666.495	\$ 78936.305	\$ 831776.815	\$ 87515.2570
4"	\$ 1,00913.50	\$ 1,12003.250	\$ 1,243110.725	\$ 1,315227.250	\$ 1,385294.725	\$ 1,458359.750
6"	\$ 21,82007.00	\$ 2,240007.500	\$ 2,486221.50	\$ 2,631454.500	\$ 2,770589.500	\$ 2,917719.500
8"	\$ 32,211923.20	\$ 3,584211.280	\$ 3,978554.40	\$ 43,209927.260	\$ 4,432143.280	\$ 4,668350.400
10" and larger	\$ 4,616202.10	\$ 45,153616.150	\$ 55,718109.495	\$ 65,051645.305	\$ 65,372955.815	\$ 6,710253.2570

70

71 If requested, the Base Charge for nonresidential customers, who have irrigation systems and other
 72 water uses that do not enter the sewer system, will be adjusted. Calculations prepared by a Virginia
 73 licensed professional engineer must be provided to demonstrate what size of main water meter
 74 would be necessary for the building to accommodate only the water that enters the sewer system.
 75 The Base Charge will be adjusted based on the calculated meter size. In no case the Base Charge
 76 will be smaller than that for 3/4" meter.

77 (1) *Effective date:* The Service charges and Base charges will change on July 1st of each
 78 new fiscal year. For metered accounts, the change is effective with meter readings
 79 beginning October 1st of each year. For unmetered accounts, the change is effective with
 80 billings beginning October 1st of each year.

81 (2) *Premises having a metered water supply:*

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-detached, rowhouses, garden court and patio houses with a separate water service line meter.	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line meter, whichever is lower, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate (\$/1,000 gallons).
(C) All users.	Base charge per billing as established in Section 67.1-10-2(e).

82

- 83 (D) The winter-quarter-maximum consumption is determined as follows:
- 84 (i) The quarterly-daily-average consumption of water is the consumption,
 85 measured by the water service line meter for the period between meter readings
 86 divided by the number of days elapsed between meter readings.
 - 87 (ii) The quarterly consumption is 91.5 times the quarterly-daily-average
 88 consumption of water in leap years or 91.25 times the quarterly-daily-average
 89 consumption in non-leap years.
 - 90 (iii) The winter-quarter-consumption is the quarterly consumption determined at
 91 the water service line meter reading scheduled between February 1 and April 30.

92 The winter-quarter-consumption of each respective year shall be applicable to
93 the four quarterly sewer billings rendered in conjunction with the regular meter
94 reading scheduled after the next May.

- 95 (iv) All water delivered to the premises, as measured by the winter-quarter-
96 consumption for single-family dwellings and townhouses or the meter of all
97 other Users, shall be deemed to have been discharged to the Facilities of the
98 County. However, any person may procure the installation of a second water
99 service line meter. Such person may notify the Director of such installation, in
100 which event the Director shall make such inspection or inspections as may be
101 necessary to ascertain that no water delivered to the premises or only the water
102 delivered through any such additional meter may enter the Facilities of the
103 County. If the Director determines that water delivered through an additional
104 meter may not enter the Facilities of the County, no charge hereunder shall be
105 based upon such volume of water delivery. If the Director determines that only
106 the water delivered through an additional meter may enter the Facilities of the
107 County, only the water recorded on the additional meter shall be charged. In the
108 alternative, any person may procure the installation of a sewage meter which
109 shall be of a type and installed in a manner approved by the Director, who shall
110 make periodic inspection to ensure accurate operation of said meter; in such
111 event, the charge imposed hereunder shall be based upon the volume measured
112 by such meter. The cost of all inspections required by the foregoing provisions
113 for elective metering, as determined by normal cost accounting methods, shall
114 be an additional charge for sanitary sewer service to the premises on which such
115 meter or meters are installed.

- 116 (E) For single-family premises as in (e)(2)(A) not able to register valid meter readings
117 for the measurement of winter-quarter-consumption the following billing method
118 shall apply:

- 119 (i) Premises not existing, unoccupied or occupied by a different household during
120 the applicable winter quarter, or which due to unfavorable weather, meter failure
121 or for any other reason of meter inaccuracy cannot register valid meter readings,
122 shall not be considered to have a valid meter reading for the purpose of winter-
123 quarter-consumption measurement.

- 124 (ii) Such premises may be billed on the basis of the average winter-quarter-
125 consumption for similar dwelling units or the current quarterly consumption, as
126 registered by water service line meter, or based on historical water usage.
127 Accounts for single-family premises established by a builder for sewerage
128 service during construction shall be considered a nonresidential use.

- 129 (3) Premises not having metered water supply or having both well water and public metered
130 water supply:

- 131 (A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-
132 quarter-consumption, during the applicable winter quarter, of similar dwelling units,
133 times the effective unit cost rate (\$/1,000 gallons). In the alternative, any such single-
134 family residential customer may apply to the County, via the water supplier
135 providing water service to the area in which the residential customer is located, for

136 special billing rates, based on average per capita consumption of water in similar
 137 type units.

138 (B) All other uses: The charge shall be based upon the number of fixture units and load
 139 factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load
 140 Factors for All Other Premises. There shall be an additional charge equal to the
 141 effective unit cost (\$/1,000 gallons) for the volume discharged by fixtures
 142 discharging continuously or semi-continuously. Volume of continuous or semi-
 143 continuous discharge shall be deemed to be that used in determining availability
 144 charge.

145 (f) Hauled Wastewater Charges: There are hereby established and imposed the following Hauled
 146 Wastewater Charges:

147 (1) High-Strength Waste - \$27 per 1,000 gallons of the hauler’s truck capacity for septic
 148 tank and restaurant grease wastes.

149 (2) Low-Strength Waste – \$7.72 per 1,000 gallons of the hauler’s truck capacity for
 150 portable toilet, landfill leachate, or any such low- strength wastewater.

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153 *TABLE I. Table of Fixture Units*

Type of Fixture or Group of Fixtures	Drainage Fixture Unit Value (DFU)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	
Tank type closet	6
Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1

ATTACHMENT II

Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2
Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2
Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4
Urinal, pedestal, syphon jet blowout	6
Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2

Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2
2 inches	3
2½ inches	4
3 inches	5
4 inches	6

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*TABLE II.
Fixture Units and Load Factors for All Other Premises
Quarterly Service Charges
Fiscal Year (July 1 - June 30)*

Fixture Units	Load Factor	FY 2023 2	FY 2024 3	FY 2025 4	FY 2026 5	FY 2027 6	FY 2028 7
20 or less	1.00	202193.250 0	21102.250	22040.25	23318.25	24530.275	25841.75
21 to 30	1.25	25241.8125	26452.381	27562.831	29172.5681	307287.819	32302.4419
31 to 40	1.45	29379.2685	306293.682 6	31904.836	33816.2146	35633.3486	37550.1954

ATTACHMENT II

41 to 50	1.60	32308.860	33823.460	35236.40	37349.20	39368.420	414386.800
51 to 60	1.75	3537.9475	37053.1394	38567.944	408381.194	43002.0694	45223.8106
61 to 70	1.90	38466.2870	401384.285	418399.48	44314.618	46637.9348	49159.363
71 to 80	2.05	414395.615	43314.5861	4531.051	47847.416	503472.790 ‡	530495.445 ‡
81 to 90	2.20	4424.9560	46544.3095	48462.55	513480.15	54006.565	56931.825
91 to 100	2.30	46543.1890	48665.4518	506482.58	53601.4808	56529.2358	59556.013
101 to 110	2.40	48563.240	507485.460	52804.60	55922.80	58952.8060	621580.200
111 to 120	2.55	515492.741 ‡	53915.3374	56136.164	59456.7954	626587.661 ‡	65916.8146
121 to 130	2.65	53511.9645	56035.4896	58357.166	618578.113 ‡	65110.2416	68540.694
131 to 140	2.75	55630.1975	58156.6319	605578.16 ‡	64100.4419	67533.819	711664.568 ‡
141 to 150	2.85	57650.4105	602576.784 ‡	627599.27 ‡	66422.7601	700656.392 ‡	737688.449 ‡

ATTACHMENT II

151 to 160	2.95	59669.6435	623596.936 4	64920.274	68843.0984	724679.962 4	76343.316
161 to 170	3.05	616588.865	64546.086	6741.276	711665.416 6	74902.5426	78937.1924
171 to 180	3.15	63707.095	66637.2309	69362.279	734687.749	77425.1129	815764.065 4
181 to 190	3.25	6527.3125	68757.381	715683.38 1	75809.0631	79848.6931	840785.946 9
191 to 200	3.35	67746.545	708677.534	73704.384	7831.3914	823771.263 4	86609.816
201 to 210	3.45	69765.7685	729697.768	75925.386	804752.719 6	847794.843 6	89234.6904
211 to 220	3.55	717685.991 5	75047.8399	78146.389	828774.047 9	87247.4139	918858.562 4
221 to 230	3.65	73804.2145	77138.9821	803767.49 1	851796.361	89640.9941	944882.443 9
231 to 240	3.75	75823.4475	79358.1344	825788.49 4	87418.6944	921863.564 4	97006.3156
241 to 250	3.85	77843.6605	814778.286 6	84709.496	89840.0126	946886.146	99630.1974

ATTACHMENT II

251 to 260	3.90	<u>78852.780</u>	<u>824788.857</u> 8	<u>85819.98</u>	<u>909851.168</u>	<u>958897.439</u> 8	<u>1,009942.81</u> 3
261 to 270	4.00	<u>809772.00</u>	<u>84609.00</u>	<u>8841.00</u>	<u>933873.00</u>	<u>98321.00</u>	<u>1,035967.00</u>
271 to 280	4.05	<u>819781.116</u> 5	<u>85619.5811</u>	<u>89251.501</u>	<u>944883.669</u> 1	<u>99532.2951</u>	<u>1,047979.09</u> 4
281 to 290	4.10	<u>829791.230</u>	<u>86729.1522</u>	<u>903862.03</u>	<u>956894.833</u>	<u>1,007944.58</u> 03	<u>1,060991.18</u> 8
291 to 300	4.15	<u>83900.3495</u>	<u>87739.734</u>	<u>914872.50</u> 4	<u>96705.9974</u>	<u>1,019955.86</u> 54	<u>1,07303.812</u> 6
301 to 310	4.20	<u>84910.4560</u>	<u>88849.3045</u>	<u>925883.05</u>	<u>97916.65</u>	<u>1,032967.01</u> 5	<u>1,08615.375</u>
311 to 320	4.30	<u>86929.6890</u>	<u>909869.456</u> 8	<u>94704.08</u>	<u>1,002938.49</u> 8	<u>1,056990.73</u> 08	<u>1,112039.56</u> 3
321 to 330	4.40	<u>88949.290</u>	<u>930889.960</u>	<u>96925.10</u>	<u>1,026960.30</u>	<u>1,0813.130</u>	<u>1,138063.75</u> 0
331 to 340	4.50	<u>910868.135</u> 0	<u>95110.7513</u>	<u>99146.13</u>	<u>1,049982.16</u> 3	<u>1,105036.88</u> 13	<u>1,164087.83</u> 8
341 to 350	4.60	<u>930887.358</u> 0	<u>97230.9035</u>	<u>1,013967.</u> 15	<u>1,07203.95</u>	<u>1,130059.14</u> 5	<u>1,19012.025</u>

ATTACHMENT II

351 to 360	4.70	<u>9507.5810</u>	<u>99450.058</u>	<u>1,035988.</u> 18	<u>1,09625.728</u>	<u>1,155082.03</u> 18	<u>1,216136.21</u> 3
361 to 370	4.80	<u>97026.480</u>	<u>1,015970.82</u> 0	<u>1,05709.2</u> 0	<u>1,119047.60</u>	<u>1,17905.260</u>	<u>1,242160.40</u> 0
371 to 380	4.90	<u>99145.703</u>	<u>1,036991.35</u> 03	<u>1,07930.2</u> 3	<u>1,142069.49</u> 3	<u>1,204128.18</u> 23	<u>1,267184.58</u> 8
381 to 390	5.00	<u>1,011965.2</u> 500	<u>1,05711.502</u> 5	<u>1,101051.</u> 25	<u>1,166091.25</u>	<u>1,228151.27</u> 5	<u>1,29308.75</u>
391 to 400	5.10	<u>1,031984.4</u> 830	<u>1,07831.654</u> 8	<u>1,123072.</u> 28	<u>1,18913.058</u>	<u>1,253174.33</u> 28	<u>1,319232.96</u> 3
401 to 410	5.20	<u>1,05103.67</u> 0	<u>1,09951.870</u>	<u>1,145093.</u> 30	<u>1,212134.90</u>	<u>1,277197.39</u> 0	<u>1,345257.15</u> 0
411 to 420	5.30	<u>1,07122.93</u> 0	<u>1,120071.95</u> 3	<u>1,16714.3</u> 3	<u>1,236156.72</u> 3	<u>1,302220.48</u> 33	<u>1,371281.23</u> 8
421 to 430	5.40	<u>1,0942.152</u> 0	<u>1,142092.10</u> 5	<u>1,18935.3</u> 5	<u>1,259178.55</u>	<u>1,327243.30</u> 5	<u>1,39705.425</u>
431 to 440	5.50	<u>1,112061.3</u> 850	<u>1,16312.253</u> 8	<u>1,211156.</u> 38	<u>1,28200.388</u>	<u>1,351266.63</u> 8	<u>1,423329.61</u> 3
441 to 450	5.60	<u>1,132080.8</u> 60	<u>1,18432.640</u>	<u>1,233177.</u> 40	<u>1,306222.20</u>	<u>1,376289.42</u> 0	<u>1,449353.80</u> 0

ATTACHMENT II

451 to 460	5.70	1,1 5200.83 <u>40</u>	1,2 05152.55 <u>83</u>	1,2 55198. <u>43</u>	1,3 29244.05 <u>3</u>	1,4 00312.78 <u>43</u>	1,4 74377.98 <u>8</u>
461 to 470	5.80	1,1 7319.40 <u>5</u>	1,2 26173.70 <u>5</u>	1,2 7719.4 <u>5</u>	1,3 52265.85	1,4 25335.43 <u>5</u>	1,5 00402.17 <u>5</u>
471 to 480	5.90	1,1 9338.28 <u>70</u>	1,2 47193.85 <u>28</u>	1,2 9940.4 <u>8</u>	1,3 76287.61 <u>8</u>	1,4 49358.93 <u>48</u>	1,5 426.363
481 to 490	6.00	1,2 13158.0 <u>50</u>	1,2 6913.050	1,3 21261. <u>50</u>	1,3 909.50	1,4 74381.50	1,5 52450.50
491 to 500	6.10	1,2 33177.7 <u>30</u>	1,2 9033.157 <u>3</u>	1,3 43282. <u>53</u>	1,4 22331.38 <u>3</u>	1,4 9904.085 <u>3</u>	1,5 78474.63 <u>8</u>
501 to 525	6.25	1,2 061.062 <u>5</u>	1,3 21264.88 <u>06</u>	1,3 7614.0 <u>56</u>	1,4 57364.81 <u>06</u>	1,5 35439.94 <u>06</u>	1,6 17510.19 <u>4</u>
526 to 550	6.50	1,3 1254.63 <u>50</u>	1,3 7414.756 <u>3</u>	1,4 31366. <u>63</u>	1,5 16418.61 <u>3</u>	1,5 97496.63 <u>8</u>	1,6 81,571.3 <u>88</u>
551 to 575	6.75	1,3 6502.19 <u>75</u>	1,4 27365.63 <u>19</u>	1,4 8619.1 <u>69</u>	1,5 74473.44 <u>19</u>	1,6 58554.81 <u>9</u>	1,7 46631.56 <u>81</u>
576 to 600	7.00	1,4 15351.7 <u>500</u>	1,4 8015.507 <u>5</u>	1,5 41471. <u>75</u>	1,6 32527.75	1,7 20611.72 <u>5</u>	1,8 11692.25
601 to 625	7.25	1,4 66399.3 <u>125</u>	1,5 33466.38 <u>1</u>	1,5 9624.3 <u>81</u>	1,6 91582.06 <u>31</u>	1,7 81669.69 <u>31</u>	1,8 752.694

ATTACHMENT II

626 to 650	7.50	1,516447.8 <u>850</u>	1,58616.258 <u>8</u>	1,651576. <u>88</u>	1,749636.83 <u>8</u>	1,843726.13 <u>88</u>	1,940813.16 <u>3</u>
651 to 675	7.75	1,567495.4 <u>475</u>	1,639567.13 <u>44</u>	1,706629. <u>494</u>	1,807691.69 <u>44</u>	1,904784.56 <u>44</u>	2,005873.3 <u>156</u>
676 to 700	8.00	1,618544.0 <u>0</u>	1,69218.00	1,762682. <u>00</u>	1,86746.00	1,966842.00	2,070934.0 <u>0</u>
701 to 725	8.20	1,658582.4 <u>560</u>	1,734658.30 <u>45</u>	1,806724. <u>05</u>	1,912789.65	2,015888.0 <u>15</u>	2,121982.3 <u>75</u>
726 to 750	8.40	1,69821.92 <u>0</u>	1,776698.96 <u>0</u>	1,850766. <u>10</u>	1,959833.30	2,064934.1 <u>30</u>	2,173030.75 <u>0</u>
751 to 775	8.60	1,739659.3 <u>580</u>	1,818739.90 <u>35</u>	1,89408.1 <u>5</u>	2,005876.9 <u>5</u>	2,113980.1 <u>45</u>	2,225079.02 <u>5</u>
776 to 800	8.80	1,779698.4 <u>80</u>	1,861779.82 <u>0</u>	1,938850. <u>20</u>	2,052920.6 <u>0</u>	2,162026.26 <u>0</u>	2,27127.40 <u>0</u>
801 to 825	9.00	1,820737.2 <u>500</u>	1,903820.50 <u>25</u>	1,982892. <u>25</u>	2,099964.2 <u>5</u>	2,211072.27 <u>5</u>	2,328175.75
826 to 850	9.20	1,860775.6 <u>70</u>	1,945860.78 <u>0</u>	2,026934 <u>.30</u>	2,145007.90	2,260118.39 <u>0</u>	2,380224.15 <u>0</u>
851 to 875	9.35	1,8091.4.04 <u>55</u>	1,977891.53 <u>04</u>	2,059965 <u>.814</u>	2,180040.89 <u>64</u>	2,297152.7 <u>684</u>	2,419260.31 <u>6</u>

ATTACHMENT II

876 to 900	9.50	<u>1,921833.3</u> <u>850</u>	<u>2,009921.2</u> <u>538</u>	<u>2,092997</u> .38	<u>2,215073.38</u> 8	<u>2,334187.63</u> 8	<u>2,458296.61</u> 3
901 to 925	9.65	<u>1,951862.7</u> <u>145</u>	<u>2,040951.9</u> <u>871</u>	<u>2,125028.</u> <u>941</u>	<u>2,250106.86</u> 11	<u>2,371221.49</u> 1	<u>2,496332.94</u> 89
926 to 950	9.80	<u>1,982891.4</u> <u>05</u>	<u>2,072982.7</u> <u>05</u>	<u>2,158060.</u> 45	<u>2,285138.85</u>	<u>2,408256.43</u> 5	<u>2,535369.17</u> 5
951 to 975	9.95	<u>2,012920.</u> <u>395</u>	<u>2,104012.43</u> <u>9</u>	<u>2,1091.94</u> 9	<u>2,320171.84</u> 59	<u>2,445290.21</u> 99	<u>2,574405.56</u> 41
976 to 1,00 0	10.1 5	<u>2,052958.</u> <u>8495</u>	<u>2,146052.73</u> <u>84</u>	<u>2,235134.</u> <u>054</u>	<u>2,367215.49</u> 24	<u>2,494337.36</u> 04	<u>2,626453.31</u> 76
1,00 1 to 1,05 0	10.5 5	<u>2,133036.7</u> <u>415</u>	<u>2,231133.33</u> <u>74</u>	<u>2,323218.</u> <u>164</u>	<u>2,460302.79</u> 54	<u>2,592429.66</u> 14	<u>2,729550.81</u> 46
1,05 1 to 1,10 0	10.9 0	<u>2,204103.5</u> <u>370</u>	<u>2,305204.35</u> <u>53</u>	<u>2,400291.</u> 73	<u>2,542378.49</u> 3	<u>2,678509.68</u> 73	<u>2,820635.03</u> 8
1,10 1 to 1,15 0	11.3 0	<u>2,285180.4</u> <u>390</u>	<u>2,389285.95</u> <u>43</u>	<u>2,488375.</u> 83	<u>2,635466.27</u> 3	<u>2,776601.98</u> 3	<u>2,923731.78</u> 8
1,15 1 to	11.7 0	<u>2,366258.3</u> <u>310</u>	<u>2,474366.55</u> <u>33</u>	<u>2,576459.</u> 93	<u>2,729553.50</u> 3	<u>2,875693.28</u> 93	<u>3,027828.4</u> <u>38</u>

ATTACHMENT II

1,20 0							
1,20 1 to 1,25 0	12.0 0	2,427,316.0 0	2,538,427.00	2,645,23.0 0	2,799,619.00	2,949,763.00	32,105,901.0 0
1,25 1 to 1,30 0	12.3 5	2,497,383.7 955	2,612,497.03 79	2,720,596. 509	2,880,695.64 39	32,035,843.0 159	32,195,985.5 61
1,30 1 to 1,35 0	12.7 0	2,568,451.5 810	2,686,568.05 8	2,797,670. 18	2,962,771.72 8	32,121,924.0 318	3,286,070.21 3
1,35 1 to 1,40 0	13.0 0	2,629,509.2 500	2,749,629.25 0	2,863,733. 25	32,032,837.2 5	32,194,993.2 75	3,363,142.75
1,40 1 to 1,45 0	13.2 5	2,679,557.8 125	2,802,679.38 81	2,918,785. 831	32,090,891.5 681	3,256,050.81 9	3,428,203.44 19
1,45 1 to 1,50 0	13.5 0	2,730,605.3 850	2,855,730.25 38	2,973,838. 38	32,148,946.3 88	3,317,108.63 8	3,493,263.61 3
1,50 1 to 1,60 0	14.0 5	2,841,711.6 15	2,971,841.58 61	32,094,954 .051	3,277,066.41 6	3,452,235.79 01	3,635,396.44 59

ATTACHMENT II

1,60 1 to 1,70 0	14.6 0	<u>2,952817.8</u> <u>50</u>	<u>32,087952.9</u> <u>085</u>	<u>3,215069.</u> 65	<u>3,405186.45</u>	<u>3,587361.69</u> 5	<u>3,777529.57</u> 5
1,70 1 to 1,80 0	15.1 5	<u>32,064923.</u> <u>095</u>	<u>3,204064.23</u> <u>09</u>	<u>3,336185.</u> <u>279</u>	<u>3,533306.74</u> 9	<u>3,723488.11</u> <u>29</u>	<u>3,920662.06</u> <u>51</u>
1,80 1 to 1,90 0	15.7 0	<u>3,175030.3</u> <u>310</u>	<u>3,320175.55</u> <u>33</u>	<u>3,457300.</u> 93	<u>3,662426.50</u> 3	<u>3,858614.28</u> <u>93</u>	<u>43,062795.4</u> <u>38</u>
1,90 1 to 2,00 0	16.2 5	<u>3,286136.2</u> <u>56</u>	<u>3,436286.88</u> <u>56</u>	<u>3,579416.</u> <u>506</u>	<u>3,790546.31</u> <u>56</u>	<u>3,993741.44</u> <u>56</u>	<u>43,204928.6</u> <u>944</u>
2,00 1 to 2,10 0	16.8 0	<u>3,397242.4</u> <u>80</u>	<u>3,553397.82</u> 0	<u>3,700532.</u> 20	<u>3,918666.60</u>	<u>43,128868.2</u> <u>60</u>	<u>4,347061.40</u> 0
2,10 1 to 2,20 0	17.3 5	<u>3,509348.0</u> <u>455</u>	<u>3,669509.53</u> <u>04</u>	<u>3,821647.</u> <u>834</u>	<u>43,046786.8</u> <u>964</u>	<u>43,263994.7</u> <u>684</u>	<u>4,489194.31</u> <u>6</u>
2,20 1 to 2,30 0	17.9 0	<u>3,620454.2</u> <u>870</u>	<u>3,785620.85</u> <u>28</u>	<u>3,942763.</u> 48	<u>43,175906.6</u> <u>18</u>	<u>4,398121.93</u> <u>48</u>	<u>4,631327.36</u> 3
2,30 1 to 2,40 0	18.4 5	<u>3,731560.5</u> <u>185</u>	<u>3,902731.18</u> <u>51</u>	<u>4,063879</u> <u>.161</u>	<u>4,303026.46</u> <u>71</u>	<u>4,534248.09</u> <u>11</u>	<u>4,773460.29</u> <u>4</u>

ATTACHMENT II

2,40 1 to 2,50 0	19.0 0	<u>3,842,667.7</u> <u>500</u>	<u>43,018,842.5</u> <u>075</u>	<u>34,184,994</u> .75	<u>4,431,146.75</u>	<u>4,669,374.72</u> 5	<u>4,916,593.25</u>
2,50 1 to 2,60 0	19.5 5	<u>3,953,773.9</u> <u>915</u>	<u>43,134,953.8</u> <u>399</u>	<u>4,305,110.</u> <u>389</u>	<u>4,560,266.04</u> 79	<u>4,804,501.41</u> 39	<u>54,058,726.5</u> <u>621</u>
2,60 1 to 2,70 0	20.1 0	<u>43,065,879.</u> <u>230</u>	<u>4,251,065.15</u> <u>23</u>	<u>4,427,226.</u> <u>03</u>	<u>4,688,386.83</u> 3	<u>4,939,628.58</u> <u>03</u>	<u>54,200,859.1</u> <u>88</u>
2,70 1 to 2,80 0	20.6 5	<u>34,176,985.</u> <u>465</u>	<u>4,367,176.48</u> <u>6</u>	<u>4,548,341.</u> <u>616</u>	<u>4,816,506.61</u> <u>86</u>	<u>54,074,754.7</u> <u>466</u>	<u>54,343,992.1</u> <u>94</u>
2,80 1 to 2,90 0	21.2 0	<u>4,287,091.6</u> <u>70</u>	<u>4,483,287.78</u> <u>0</u>	<u>4,669,457.</u> <u>30</u>	<u>4,944,626.90</u>	<u>54,209,881.3</u> <u>90</u>	<u>5,485,125.15</u> <u>0</u>
2,90 1 to 3,00 0	21.7 5	<u>4,398,197.9</u> <u>475</u>	<u>4,600,398.13</u> <u>94</u>	<u>4,790,572.</u> <u>944</u>	<u>54,073,746.1</u> 94	<u>5,345,007.06</u> <u>94</u>	<u>5,627,258.81</u> <u>06</u>
3,00 1 to 4,00 0	26.0 0	<u>5,258,018.5</u> <u>00</u>	<u>5,499,258.50</u> <u>0</u>	<u>5,726,466.</u> <u>50</u>	<u>65,064,674.5</u> 0	<u>65,389,986.5</u> 0	<u>6,727,285.50</u>
4,00 1 to 5,00 0	29.5 0	<u>5,966,693.3</u> <u>850</u>	<u>65,239,966.2</u> <u>538</u>	<u>6,497,202.</u> <u>38</u>	<u>6,880,438.38</u> 8	<u>76,249,792.6</u> <u>38</u>	<u>7,633,131.61</u> <u>3</u>

ATTACHMENT II

5,00 1 to 6,00 0	33.0 0	<u>6,674,369.2</u> <u>500</u>	<u>6,979,674.50</u> <u>25</u>	<u>76,268,938</u> <u>.25</u>	<u>7,697,202.25</u>	<u>87,109,598.2</u> <u>75</u>	<u>87,538,977.7</u> <u>5</u>
6,00 1 to 7,00 0	36.4 0	<u>7,361,025.2</u> <u>90</u>	<u>7,698,361.96</u> <u>0</u>	<u>78,017,653</u> <u>.10</u>	<u>87,490,944.3</u> <u>0</u>	<u>8,945,381.13</u> <u>0</u>	<u>98,418,799.7</u> <u>50</u>
7,00 1 to 8,00 0	39.6 0	<u>87,009,642.</u> <u>810</u>	<u>8,375,009.14</u> <u>0</u>	<u>8,721,325.</u> <u>90</u>	<u>98,236,642.7</u> <u>0</u>	<u>9,731,117.97</u> <u>0</u>	<u>109,246,573.</u> <u>350</u>
8,00 1 to 9,00 0	42.7 5	<u>8,646,250.1</u> <u>975</u>	<u>98,041,646.6</u> <u>319</u>	<u>98,415,988</u> <u>.469</u>	<u>9,971,330.44</u> <u>19</u>	<u>109,505,843.</u> <u>819</u>	<u>110,061,334.</u> <u>5681</u>
9,00 1 to 10,0 00	46.0 0	<u>98,303,878.</u> <u>050</u>	<u>9,729,303.50</u> <u>0</u>	<u>109,131,67</u> <u>1.50</u>	<u>10,729,039.5</u> <u>0</u>	<u>110,304,591.</u> <u>50</u>	<u>11,902,120.5</u> <u>0</u>
10,0 01 to 11,0 00	48.8 5	<u>9,879,428.9</u> <u>105</u>	<u>109,331,879.</u> <u>7891</u>	<u>10,759,270</u> <u>.721</u>	<u>110,394,661.</u> <u>2651</u>	<u>121,004,247.</u> <u>8971</u>	<u>121,639,809.</u> <u>494</u>
11,0 01 to 12,0 00	51.6 0	<u>109,436,958</u> <u>.810</u>	<u>10,913,436.1</u> <u>40</u>	<u>110,364,84</u> <u>8.90</u>	<u>121,035,261.</u> <u>70</u>	<u>121,6880.97</u> <u>0</u>	<u>132,351,474.</u> <u>350</u>
12,0 01 to 13,0 00	54.6 0	<u>110,042,537</u> <u>.850</u>	<u>11,547,042.9</u> <u>085</u>	<u>121,025,47</u> <u>9.65</u>	<u>121,735,916.</u> <u>45</u>	<u>132,417,571.</u> <u>695</u>	<u>143,127,99.7</u> <u>55</u>

13,001 to 14,000	57.40	11,609,078. <u>1520</u>	12,140,609. <u>105</u>	12,642,068. .35	132,388,527. 55	143,106,216. <u>305</u>	143,852,764. <u>25</u>
14,001 to 15,000	60.00	12,135,580. .00	12,690,135.0 0	132,215,615.00	13,099,950.00	143,745,815. 00	154,520,500.00

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NOTES:

162

(1) Base charge is not included in rates above.

163

164

GIVEN under my hand this _____ day of _____, 2023

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166

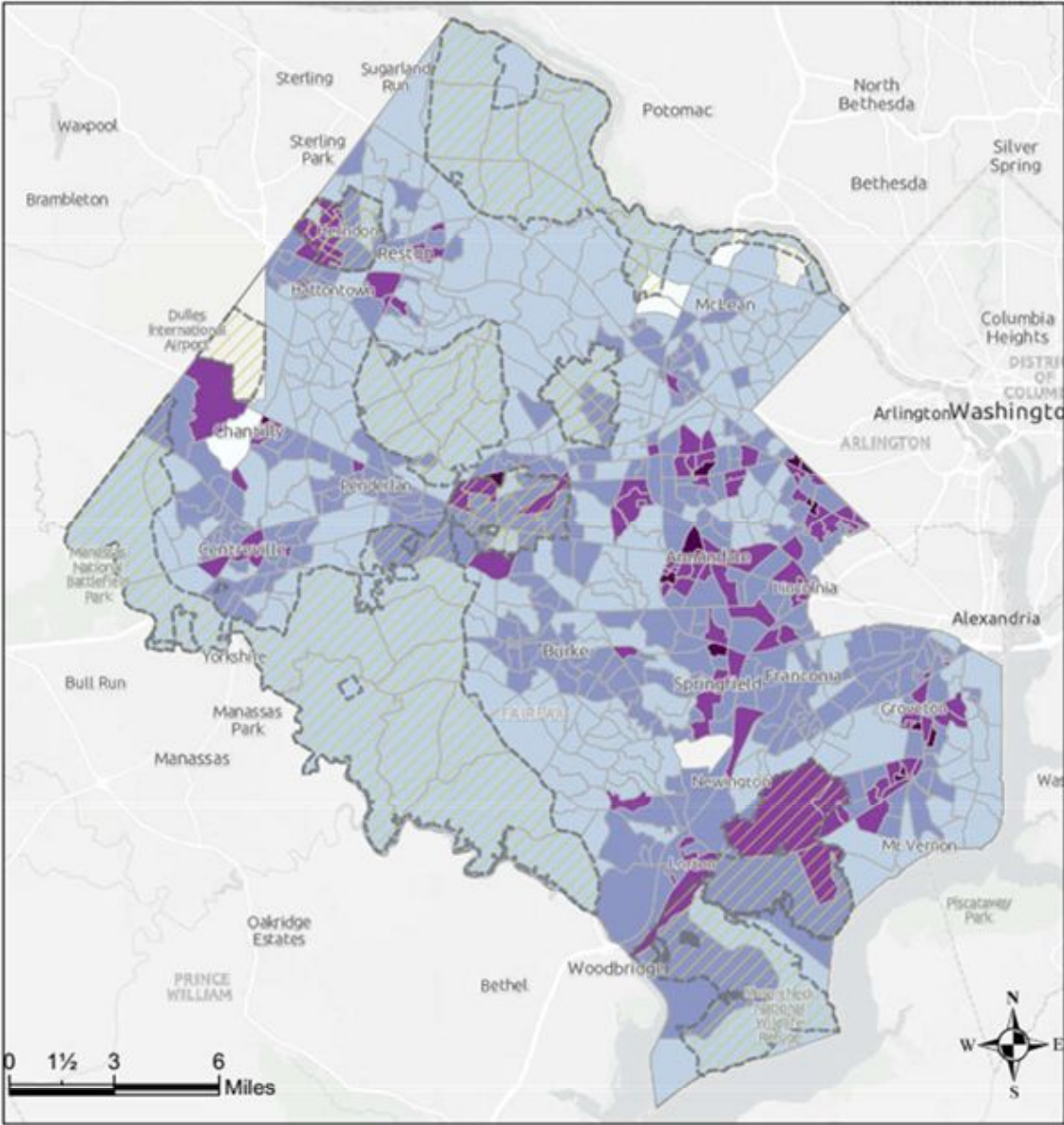
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 Jill G. Cooper
 Clerk for the Board of Supervisors

Figure 1. Sewer Service Area in Vulnerable Communities



Legend

 Outside ASSA

Vulnerability Index	# of households inside the ASSA	# of households outside of the ASSA	Total # of households
0 - 1	1,501	181	1,682
1 - 2	133,782	21,021	154,803
2 - 3	133,687	5,299	138,986
3 - 4	34,169	4,684	38,853
4 - 5	2,037	0	2,037
Total	305,176	31,185	336,361



Date: 3/3/2023

Board Agenda Item
April 11, 2023

4:00 p.m.

Public Hearing on the County Executive's Proposed FY 2024 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2024-2028 (CIP) (With Future Fiscal Years to 2033) and the Current Appropriation Level in the FY 2023 Revised Budget Plan

ENCLOSED DOCUMENTS:

None. Board Members will receive the Planning Commission's recommendations on the FY 2024 – FY 2028 Advertised Capital Improvement Program (With Future Fiscal Years to 2033) prior to the April 11, 2023, meeting.

Board Members are directed to the following budget documents available online at the links provided below:

1. *FY 2023 Third Quarter Review*
<https://www.fairfaxcounty.gov/budget/fy-2023-third-quarter-review>
2. FY 2024 Advertised Budget Plan
<https://www.fairfaxcounty.gov/budget/advertised-budget-plan>
3. FY 2024 – FY 2028 Advertised Capital Improvement Program (With Future Fiscal Years to 2033)
<https://www.fairfaxcounty.gov/budget/fy-2024-fy-2028-advertised-capital-improvement-program-cip>

STAFF:

Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Katie Horstman, Deputy Director, Department of Management and Budget
Joe LaHait, Deputy Director, Department of Management and Budget