FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 22, 2025

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**	Approval of Streets into the Secondary System - Foster's Glen Public Improvements Plan (Dranesville and Sully Districts)
2	**Approved**	Extension of Review Period for 2232 Application for the Lincoln Lewis Vannoy Odor Control Facility (Springfield District)
3	**Approved**	Extension of Review Period for 2232 Application for Centreville High School (Springfield District)
4	**Approved**	Approval of "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Windermere Hill Drive (Mount Vernon District)
5	**Approved**	Approval of "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Towlston Road from Leesburg Pike to Leigh Mill Road (Dranesville District)
6	**Approved**	Approval of a Supplemental Appropriation Resolution AS 25235 for the Fairfax County Department of Transportation to Accept Grant Funding and Authorization to Execute a Grant Agreement with the Virginia Department of Rail and Public Transportation for the Implementation of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)
7	**Approved**	Authorization to Advertise a Public Hearing Under Virginia Code § 15.2-934 for the Purpose of Displacement of Private Waste Companies to Enable Formation of a Unified Sanitary District(s)
8	**Approved**	Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 41.1 of the Fairfax County Code, Relating to Animal Control and Care, and Chapter 82 of the Fairfax County Code, Relating to Motor Vehicles

FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 22, 2025

ADMINISTRATIVE ITEMS (continued)

9	**Approved**	Authorization to Advertise a Public Hearing to Consider Adoption of an Ordinance to Approve a Joint Exercise of Powers Agreement to Authorize Participation in a Trust Fund with Other Virginia Jurisdictions for the Purpose of Investing Public Funds
10	**Approved**	Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Department of Housing and Community Development's Digital Skills, Literacy, and Device Grant Program

ACTION ITEMS

1	**Approved**	Approval of the Reciprocal Agreement Between the Virginia Department of State Police and Fairfax County During the Police Unity Tour
2	**Approved**	Resolution to Support the Abandonment of a Portion of Gunston Cove Road (Mount Vernon District)
3	**Approved**	Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Vienna Metro Station Bicycle and Pedestrian Improvements Project (Providence District)
4	**Approved**	Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Soapstone Connector Project (Hunter Mill District)
5	**Approved**	Authorization to Execute an Amendment to the Project Administration Agreement with the Virginia Department of Transportation for the Fox Mill Road at Pinecrest Road Intersection Improvements Project (Hunter Mill District)
6	**Approved**	Approval of Fairfax Connector Spring/Summer 2025 Service Changes (Braddock, Franconia, Hunter Mill, Mason, Providence, Springfield and Sully Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 22, 2025

	ACTION ITEMS (continued)	
7	**Approved**	Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Purchase of Eight New Connector Buses (Franconia, Mason, and Providence Districts)
8	**Approved**	Adoption of a Combined, Amended Resolution on Delegation of Settlement Authority and Authority to File Suit, Amendment of the Resolution on Indemnification and Representation of Officers and Employees
9	**Approved**	Approval of Contract Award for Tax Exempt Master Lease Agreement and Other Actions Associated with Award of the Contract to Provide Lease Purchase Financing for Acquisition of Equipment
10	**Approved**	Adoption of a Resolution Approving the Issuance of Fairfax County Economic Development Authority Revenue Bonds Series 2025 for Westminster School (Mason District)
11	**Approved**	Adoption of a Resolution Approving the Issuance of Fairfax County Economic Development Authority Revenue Bonds Series 2025 for Potomac School (Dranesville District)
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
2:30	**Approved**	Public Hearing on SEA 2005-SU-007-04 (Korean Central Presbyterian Church) (Sully District)
2:30	**Approved**	Public Hearing on SE 2022-SU-00004 (Leaving the Jar) (Sully District)
2:30	**Approved**	Public Hearing to Consider Proposed Amendments to the Employees', Police Officers, and Uniformed Retirement Systems Ordinances
3:00	**Approved**	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates

FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 22, 2025

	PUBLIC HEARINGS (continued)	
3:00	**Public hearing held; decision deferred**	Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia—Chapter 4 (Taxation and Finance), Article 13 (Transient Occupancy Tax)
3:00	**Public hearing held; decision deferred**	Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia— Chapter 4 (Taxation and Finance), by Adding a New Article 31 Relating to Food and Beverage Tax
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 Charges
3:00	**Public hearing held; decision deferred**	Public Hearing on the FY 2026 Effective Tax Rate Increase
4:00	**Held; public hearing continued to 04/23/2025**	Public Hearing on the FY 2026 Advertised Budget Plan, the FY 2026 – FY 2030 Advertised Capital Improvement Program (with Future Fiscal Years to 2035) and to Amend the Current Appropriation Level of the FY 2025 Revised Budget Plan as Proposed in the FY 2025 Third Quarter Review (Public Hearings Continue on April 23 and 24)

REVISED

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
April 22, 2025

9:30 a.m.

PRESENTATIONS

PROCLAMATION — To designate April 2025 as Autism Acceptance Month in Fairfax County. Requested by Chairman McKay and Supervisor Herrity.

PROCLAMATION — To designate May **as** Older Americans Month and Adults ~~s~~ **Abuse** Prevention Month. Requested by Chairman McKay, Supervisor Alcorn, Supervisor Palchik and Supervisor Herrity.

RESOLUTION — To honor the 50th anniversary of the Fall of Saigon. Requested by Chairman McKay.

PROCLAMATION — To recognize April as Child Abuse Prevention Month. Requested by Chairman McKay, Supervisor Palchik and Supervisor Lusk.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs
Imtiaz Ali, Office of Public Affairs

Board Agenda Item
April 22, 2025

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
April 22, 2025

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
April 22, 2025

ADMINSTRATIVE – 1

Approval of Streets into the Secondary System - Foster's Glen Public Improvements Plan (Dranesville and Sully Districts)

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

RECOMMENDATION:
The County Executive recommends that the street(s) listed below be added to the State Secondary System:

Subdivision	District	Street
Foster's Glen Public Improvements Plan	Dranesville, Sully	Sunrise Valley Drive (Extension)

TIMING:
Board approval is requested on April 22, 2025.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Form for Board of Supervisors Resolution

Board Agenda Item
April 22, 2025

STAFF:
Jennifer Miller, Deputy County Executive
William D. Hicks, P.E., Director, Land Development Services

ATTACHMENT 1

Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA	VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS
Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.	REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. **PLAN NUMBER:** 9751-PI-004 **SUBDIVISION PLAT NAME:** Foster's Glen Public Improvements Plan **COUNTY MAGISTERIAL DISTRICT:** Dranesville & Sully
VDOT PERMITS MANAGER: Robert H. Burton **BY:** Robert H. Burton 2-28-2025	**FOR OFFICIAL USE ONLY** **VDOT INSPECTION APPROVAL DATE:** 02/07/2025

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Sunrise Valley Drive (Extension)	CL Frying Pan Road, Route 608 - 2,910' NW CL Centreville Road, Route 657	2,111' SW to Existing Park Center Drive, Route 3865	0.40
NOTES:		**TOTALS:**	0.40

6' Concrete Sidewalk on the East Side & 10' Asphalt Trail on the West Side to be maintained by Fairfax County

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 2

Extension of Review Period for 2232 Application for the Lincoln Lewis Vannoy Odor Control Facility (Springfield 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.*

PROJECT DESCRIPTION:
The Department of Public Services and Environmental Services (DPWES) is requesting 2232 approval for the replacement and modification of an existing odor control facility. The proposal is to upgrade the existing control facility to reduce unwanted odors in the community. 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:

2232-2025-SP-00003	Department of Public Works and Environmental Services Tax Map No. 66-2 ((1)) 4B1 Springfield District Accepted on March 13, 2025 Extend to September 23, 2025

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-2025-SP-00003.

TIMING:
Board action is requested on April 22, 2025, to extend the review period for the application to September 23, 2025, prior to expiration of the initial 60-day period on May 12, 2025.

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.

Board Agenda Item
April 22, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Salem Bush, Branch Chief, Public Facilities and Development Review Branch, Planning Division, (DPD)
Mohamed Ali, Planner II, Public Facilities and Development Review Branch, Planning Division, (DPD)

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 3

Extension of Review Period for 2232 Application for Centreville High School (Springfield 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.*

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 Centreville High School. This project is funded through the 2021 FCPS Bond Referendum and is included in the 2024-2028 Capital Improvement Program. The extension period request is to allow the applicant sufficient time to submit revised materials and complete the 2232 review.

The review period for the following application should be extended:

2232-2024-SP-00004	Centreville High School Tax Map No. 66-1 ((1)) 10; 66-1 ((1)) 12A; 66-1 ((1)) 12B 6001 Union Mill Road, Clifton, VA 20124 Springfield District Accepted June 17, 2024 Initial Board extension granted on July 30, 2024 Current extension will expire May 15, 2025 Requesting extension to April 28, 2026

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-2024-SP-00004.

TIMING:
Board action is requested on April 22, 2025, to extend the review period for the application prior to the expiration of the review period on May 15, 2025.

Board Agenda Item
April 22, 2025

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.

The 2232 application for Centreville High School was submitted on June 17, 2024, with a 60 day review deadline by August 16, 2024. On July 30, 2024, the Board granted an 11-month extension of the 2232 application review to allow adequate time for review and to allow the applicant to work through certain zoning and lease agreement issues. This work is currently ongoing, and Staff recommends an extension of the 2232 application review to April 28, 2026, prior to the current application period expiring on May 15, 2025.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Salem Bush, Branch Chief, Public Facilities and Development Review Branch, Planning Division, (DPD)
Mohamed Ali, Planner II, Public Facilities and Development Review Branch, Planning Division, (DPD)

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 4

Approval of "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Windermere Hill Drive (Mount Vernon District)

ISSUE:
Board endorsement of "$200 Additional Fine for Speeding" signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval of the resolution (Attachment 1) for the installation of "$200 Additional Fine for Speeding" signs on the following road:

- Windermere Hill Drive from Lorton Road to Lakeland Fells Lane (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request Virginia Department of Transportation (VDOT) to schedule the installation of the approved "$200 Additional Fine for Speeding" signs (Attachment 2) as soon as possible.

TIMING:
Board action is requested on April 22, 2025, 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.

Windermere Hill Drive (Mount Vernon District) meets the RTAP requirements for posting the "$200 Additional Fine for Speeding" signs. On February 24, 2025, FCDOT received verification from the Mount Vernon District Supervisor's office confirming community support.

Board Agenda Item
April 22, 2025

EQUITY IMPACT:
None.

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 1: “$200 Additional Fine for Speeding” Signs Resolution – Windermere Hill Drive
Attachment 2: Area Map of Proposed “$200 Additional Fine for Speeding” Signs – Windermere Hill Drive

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Active Transportation, 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, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O’Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS WINDERMERE HILL DRIVE MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, April 22, 2025, 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 Windermere Hill Drive from Lorton Road to Lakeland Fells Lane. 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 Windermere Hill Drive.

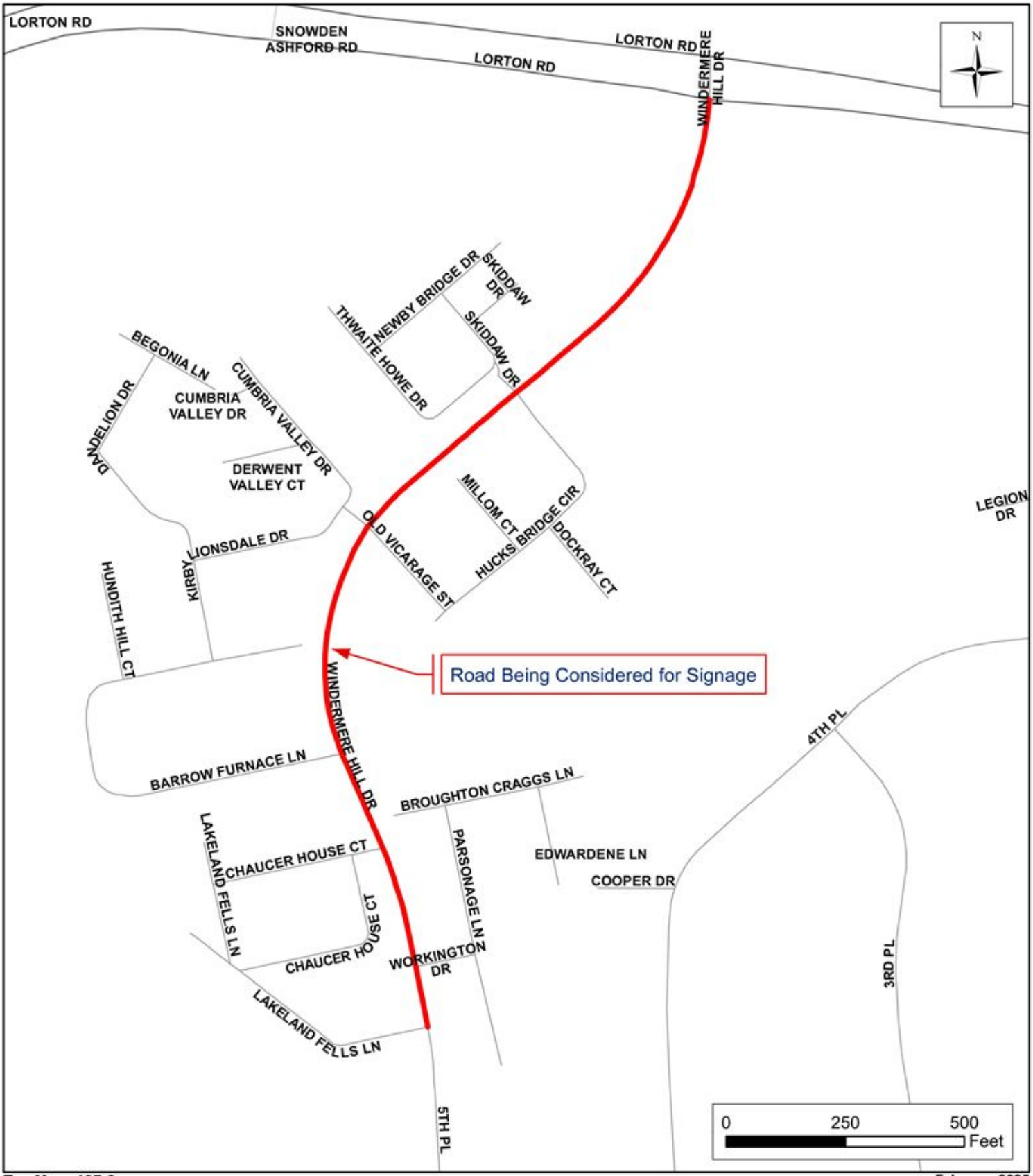
NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Windermere Hill Drive from Lorton Road to Lakeland Fells Lane.

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 22nd day of April, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 107-3

February 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed $200 Additional Fine for Speeding
Windermere Hill Drive
Mount Vernon District

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 5

Approval of "$200 Additional Fine for Speeding" Signs as Part of the Residential Traffic Administration Program – Towlston Road from Leesburg Pike to Leigh Mill Road (Dranesville 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 1) for the installation of "$200 Additional Fine for Speeding" signs on the following road:

- Towlston Road from Leesburg Pike to Leigh Mill Road (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) request the Virginia Department of Transportation (VDOT) to schedule the installation of the approved "$200 Additional Fine for Speeding" signs (Attachment 2) as soon as possible.

TIMING:
Board action is requested on April 22, 2025, 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.

Towlston Road (Dranesville District) meets the RTAP requirements for posting the "$200 Additional Fine for Speeding" signs. On February 7, 2025, FCDOT received verification from the Dranesville District Supervisor's office confirming community support.

Board Agenda Item
April 22, 2025

EQUITY IMPACT:
None.

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 1: “$200 Additional Fine for Speeding” Signs Resolution – Towlston Road from Leesburg Pike to Leigh Mill Road
Attachment 2: Area Map of Proposed “$200 Additional Fine for Speeding” Signs – Towlston Road from Leesburg Pike to Leigh Mill Road

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Active Transportation, 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, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O’Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP) $200 ADDITIONAL FINE FOR SPEEDING SIGNS TOWLSTON ROAD FROM LEESBURG PIKE TO LEIGH MILL ROAD DRANESVILLE 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 22, 2025, 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 Towlston Road from Leesburg Pike to Leigh Mill Road. Such road also being identified as a Major Collector Road; and

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

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Towlston Road from Leesburg Pike to Leigh Mill Road.

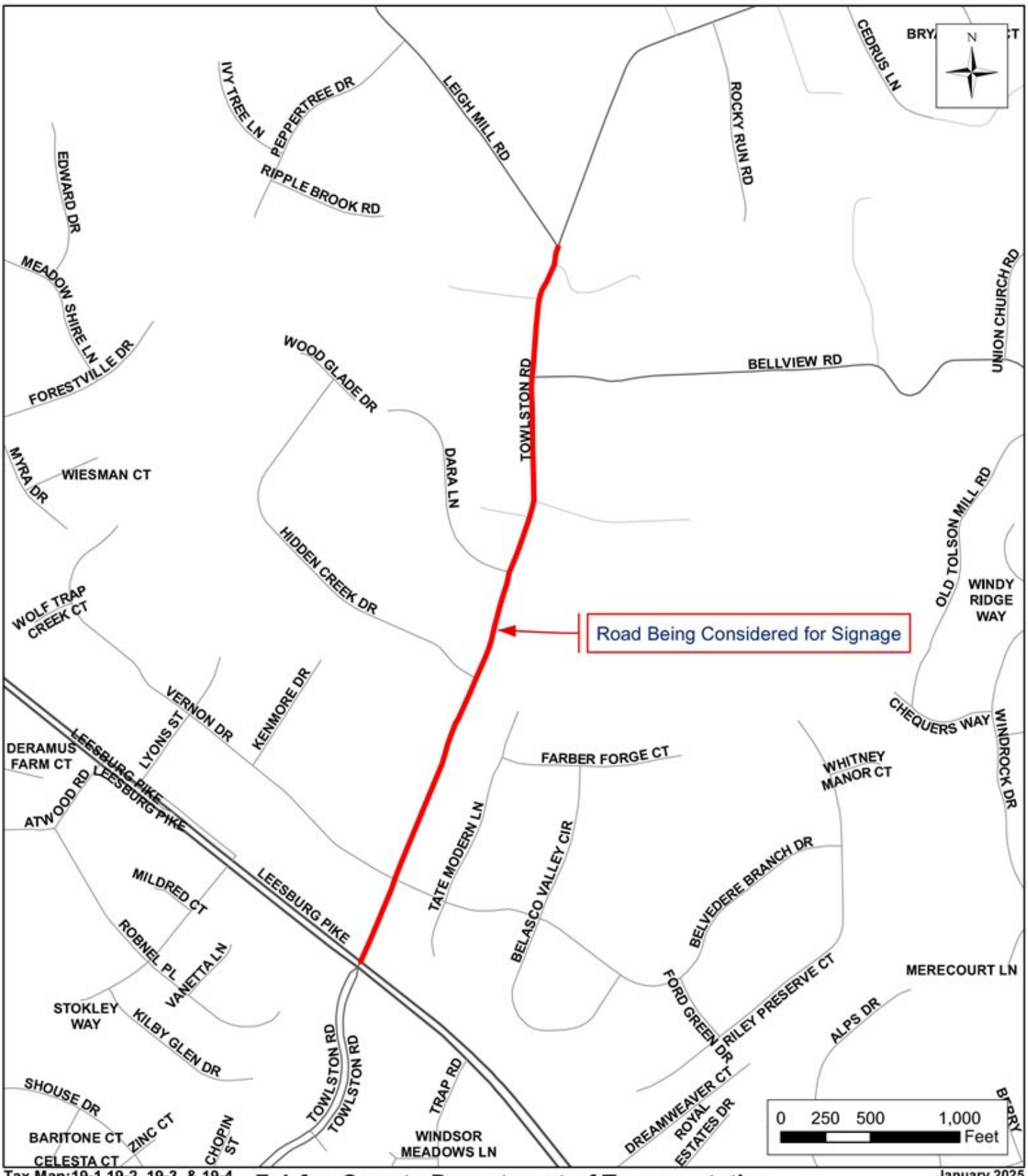
AND FURTHER, the Virginia Department of Transportation is requested to allow the installation of the "$200 Additional Fine for Speeding" signage, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

ADOPTED this 22nd day of April, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Attachment 2



Tax Map:19-1,19-2, 19-3, & 19-4

January 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed $200 Additional Fine for Speeding
Towlston Road from Leesburg Pike to Leigh Mill Road
Dranesville District

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 6

Approval of a Supplemental Appropriation Resolution AS 25235 for the Fairfax County Department of Transportation to Accept Grant Funding and Authorization to Execute a Grant Agreement with the Virginia Department of Rail and Public Transportation for the Implementation of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

ISSUE:
Board of Supervisors' (Board) approval of Supplemental Appropriation Resolution AS 25235 (Attachment 1) for the Fairfax County Department of Transportation (FCDOT) to accept $47,710,499 in FY 2020-2025 Smart Scale funding from the Virginia Department of Rail and Public Transit (DRPT). This funding will be used for all phases of the Richmond Highway Bus Rapid Transit (RHBRT) project. There is no local cash match requirement.

Board approval is also requested via resolution (Attachment 2) to authorize the Director of FCDOT, or designee, to execute an agreement with DRPT for the RHBRT project, and any subsequent amendments, on behalf of the County. The proposed grant agreement is included as Attachment 3.

RECOMMENDATION:
The County Executive recommends that the Board approve AS 25235 for FCDOT to accept grant funding from DRPT in the amount of $47,710,499 for the RHBRT project. The County Executive also recommends the Board approve a resolution (Attachment 2) authorizing the Director of FCDOT, or designee, to execute a grant agreement with DRPT, substantially in the form of Attachment 3, and any subsequent amendments, for the funding and implementation of the RHBRT project.

TIMING:
Board approval is requested on April 22, 2025, so that Smart Scale funding through DRPT can be accessed for RHBRT.

BACKGROUND:
In July 2018, the Board of Supervisors endorsed submitting the RHBRT project for the Commonwealth Transportation Board's (CTB) Smart Scale program, and the CTB awarded $50 million for the project in June 2019. The Smart Scale process considers

congestion mitigation, accessibility, safety, environmental quality, economic development, and land use in project scoring.

Currently the total RHBRT project estimate is $978.6 million based on 80 percent design. To date, approximately $863.7 million in funding has been approved/identified ("Secured Funds"), leaving a funding gap of approximately $115 million. The $863.7 million in Secured Funds has an approximate breakout as follows:

- $434.4 million federal:
  - $346.7 million Federal Transit Administration (FTA) Section 5309 New Starts funds
  - $84.1 million Congestion Mitigation and Air Quality (CMAQ) Improvement and Regional Surface Transportation Program (RSTP) funds
  - $3.6 million in other federal funding
- $340.3 million regional:
  - $320.3 million Northern Virginia Transportation Authority (NVTA) regional program funds (total awards equal $330 million, but some project expenses were incurred prior to entry into New Starts Engineering and not an eligible FTA expense)
  - $20 million from the Northern Virginia Transportation Commission's (NVTC) Commuter Choice I-395/95 program
- $62 million state:
  - $50 million Smart Scale funds per this item.
  - $12 million CMAQ and RSTP matching funds
- $27 million local – NVTA local 30 percent funds

Staff have been working to address the current funding gap of approximately $115 million. On January 14, 2025, the Board endorsed FCDOT requesting $20 million in FY 2031 CMAQ/RSTP funds through NVTA. While Fairfax County has requested $20 million, staff is conservatively estimating an award of $10 million. RHBRT was submitted as the County's highest priority request, and staff are confident in the $10 million assumption. An additional $48 million in NVTA local funds (which would provide a total of $75 million in local funds) is expected to be requested as part of the proposed FY25-30 Transportation Priorities Plan (TPP) update tentatively scheduled for Board consideration in 2025. Combined with the $10 million request for CMAQ/RSTP funds, this leaves a deficit of approximately $57 million. On January 30, 2025, FCDOT submitted an application for the FY 2025 Better Utilizing Investments to Leverage Development (BUILD) federal discretionary grant program, but this is a highly competitive program, and this funding is not included in the projected budget. FCDOT is also working with the Department of Management and Budget (DMB) staff to explore other funding alternatives such as a line of credit and Economic Development Authority (EDA) revenue bonds. FCDOT will return to the Board, when necessary, with a proposal addressing any funding deficit, and request Board approval as needed.

Full funding for the project will need to be secured approximately 6 to 9 months prior to executing a Full Funding Grant Agreement (FFGA), which is expected to occur around the middle of calendar year 2028. Additionally, the FTA requires a 10 percent contingency (approximately $100 million) tied to project development, which is intended to mitigate rising costs through design. FCDOT is working with DMB on strategies to cover this contingency, in addition to the current funding deficit described above; however, it is not anticipated that additional General Fund resources will be required.

The grant agreement with DRPT will be a multi-year agreement in the amount of $47,710,499. It should be noted that the project award totals $50,000,000 but $2,289,501 will remain with the Virginia Department of Transportation (VDOT) for project tasks that will be VDOT's responsibility. This agreement supports efforts to bridge funding needs until federal funds can be accessed through the FFGA, which staff expects to be early calendar year 2028. The current estimate of expenses in FY 2025 through FY 2027 is approximately $250 million. To meet this obligation, County staff anticipate utilizing the following funding sources:

- $47.7 million in Smart Scale funds facilitated through this board request
- $180 million (approximate) in NVTA regional funds remaining from the original award
- $20 million in NVTC I-95/395 Commuter Choice Program funds.
- $25 million in NVTA local funds that are included in the FY 2026 Advertised Budget Plan.

EQUITY IMPACT:
This project aligns with the One Fairfax area of focus supporting the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County. Enhancing bus service on Richmond Highway will contribute to increased access to employment hubs which in turn support Fairfax County's economic growth and success. Additionally, the Fairfax Connector is required by statute to meet the requirements of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in federally funded programs, including public transportation. A detailed Title VI analysis of the transit system is completed every three years. As such, the outcome from this Board Item has the potential to advance equity.

FISCAL IMPACT:
Funding in the amount of $47,710,499 has been awarded by the Virginia Department of Rail and Public Transportation from FY 2020-2025 Smart Scale funding. This award does not require any local matching funds; however, the County is responsible for the remainder of costs beyond what is supported by this award. The funding strategy has

been outlined in the Background section above. This grant does not allow the recovery of indirect costs. Formal budget appropriation will be requested at a quarterly review once the grant agreement has been fully executed.

CREATION OF NEW POSITIONS:
There are no grant positions associated with this funding.

ENCLOSED DOCUMENTS:
Attachment 1 – Supplemental Appropriation Resolution AS 25235
Attachment 2 – Agreement Execution Resolution for the Implementation of the Richmond Highway Bus Rapid Transit Project
Attachment 3 – Agreement with DRPT for the Use of Commonwealth Transportation Funds

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division (CFD), FCDOT
Lisa Witt, Chief, Administrative Services (AS), FCDOT
Vanessa Aguayo Thomas, Active Transportation, Capital Projects, and Traffic Engineering Division (ATCD), FCDOT
Ray Johnson, CFD, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

RESOLUTION

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 25235

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, April 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED, by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2025, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G4040, Department of Transportation	
Grant:	1400174-2025, Richmond Highway BRT DRPT	$47,710,499

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$47,710,499
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Department of Rail and Public Transportation, $47,710,499

ADOPTED this 22nd day of April, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Attachment 2

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF A GRANT AGREEMENT FOR THE IMPLEMENTATION OF THE RICHMOND HIGHWAY BUS RAPID TRANSIT PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, April 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, on July 10, 2018, the Board of Supervisors approved submitting the Richmond Highway-Bus Rapid Transit Project (Project) grant application to the Commonwealth of Virginia's Smart Scale program for funding consideration in the Fiscal Year 2020 Six Year Improvement Program;

WHEREAS, on June 19, 2019, the Commonwealth Transportation Board approved allocating funding in the amount of $50,000,000 for the Project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the grant agreement and all subsequent amendments with the Virginia Department of Rail and Public Transportation (DRPT) for the Richmond Highway Bus Rapid Transit Project (UPC 115550, Project Number 50086) in the amount of $47,710,499 million.

ADOPTED this 22nd day of April, 2025

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Multiple Year Agreement
for the Use of Commonwealth Transportation Funds
Six Year Improvement Program Approved Project
UPC 115550
Project Number 50072

This Capital Multiple Year Grant Agreement ("Agreement"), effective July 1, 2022, is by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and Fairfax County ("Grantee") (singularly Department and Grantee referred to as "Party", collectively, the "Parties").

WHEREAS, Code of Virginia § 33.2-214.1 (1950), as amended, known as Smart Scale, requires a prioritization process in selecting transportation projects for funding; and

WHEREAS, the Grantee submitted its Application to the Commonwealth of Virginia's Smart Scale program for funding in the Fiscal Year 2020 Six Year Improvement Program for the development, design and construction of the Richmond Highway-Bus Rapid Transit; and

WHEREAS, on June 18, 2019, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the Parties intend under this Agreement for the Grantee to perform project development (i.e., permitting, surveying, environmental assessment and utility relocation), design, right of way and easement acquisition, construction, and capital acquisition of the Richmond Highway – Bus Rapid Transit project as set forth in the Application; and

WHEREAS, the Grantee acknowledges that the funding shall not be used for any purpose other than the Project; and

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

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

ARTICLE 1. DEFINITIONS

§ 1.1 Application means the application for funding of the Project through the Smart Scale program, submitted by the Grantee. This Application #3799 is made a part of this Agreement and is found at: https://smartportal.virginiahb2.org/#/applications/2020/hb2/view/F15-0000004859-R01.

§ 1.2 CTB Policy and Guidelines means the most recent Smart Scale Policy, Technical, and Project Change Guides found at https://www.smartscale.org/apply/default.asp, approved by the CTB.

§ 1.3 Eligible Project Cost means a cost directly associated with the Work that meets the criteria set forth in Article 2 of the Master Agreement for Use of Commonwealth Transportation Funds, dated August 19, 2020, and entered into by the Parties.

§ 1.4 Fiscal Year means the funding year for the Commonwealth of Virginia beginning July 1 and ending June 30.

§ 1.5 Project means the Richmond Highway Bus Rapid Transit project, including project development (i.e., permitting, surveying, environmental assessment and utility relocation), design, right of way and easement acquisition, construction, and capital acquisition of the Richmond Highway – Bus Rapid Transit project as set forth in the Application (the "Project").

§ 1.6 Project Budget means the budget for the Work, in single or multiple years, as referenced in § 2.2 of this Agreement.

§ 1.7 Project Schedule means the schedule for completing the Work agreed to by the Parties, as further defined in § 2.3 of this Agreement.

§ 1.8 Project Scope means the description of the Work including plans, specifications, schedule of values, cost estimates, and any other documents necessary to complete the Project, as further defined in § 2.1 of this Agreement.

§ 1.9 Re-work means Work required to correct deficiencies in Work caused by the Grantee's incomplete work, incorrect work, or failure to comply with any of the provisions of this Agreement.

§ 1.10 Work means all labor, materials, equipment, tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct, indirect, or incidental, and all items tangible and intangible, required for the Grantee to fulfill its obligations under this Agreement.

ARTICLE 2. SCOPE OF WORK, BUDGET, AND SCHEDULE

§ 2.1 Project Scope

§ 2.1.1 Initial Project Scope

As of the effective date of this Agreement, the Project Scope is defined by the Application. As set forth in more detail in the Application, the scope of the Project consists of project development (i.e., permitting, surveying, environmental assessment and utility relocation), design, right of way and easement acquisition, construction, and capital acquisition of the Richmond Highway – Bus Rapid Transit project as set forth in the Application (the "Project").

§ 2.1.2 Project Development

To the extent necessary, the Grantee shall complete all project development Work, including

permitting, surveying, environmental assessment and utility relocation, necessary to construct the Project.

§ 2.1.3 Land Ownership and Easement Acquisition
To the extent necessary, the Grantee shall complete all Work necessary to acquire any land ownership, easements, or other property rights necessary to construct the Project.

§ 2.1.4 Design
The Grantee shall complete all Work necessary to design the Project and prepare for construction.

§ 2.1.5 Construction
The Grantee shall complete all Work necessary to construct the Project on property or right(s) of way owned or controlled by the Grantee, or on which the Grantee has the legal authority to construct improvements pursuant to a right of entry, operating access agreement, license, easement or other legal agreement.

§ 2.1.6 Final Project Scope
The Grantee shall prepare and submit a final Project Scope for review and acceptance by the Department.

§ 2.2 Final Project Budget
§ 2.2.1 As of the effective date of this Agreement, the Project Budget for the Work is $47,710,499.

§ 2.2.2 As of the effective date of this Agreement, the maximum funding available for reimbursement by the Department under this Agreement ("Maximum Department Funding") is $47,710,499.

§ 2.2.3 Any cost of completing the Work in excess of the funding identified in § 2.2.1, and § 2.2.2, shall be the responsibility of the Grantee.

§ 2.2.4 The funding available by the Department pursuant to this Agreement is subject to appropriation by the General Assembly of Virginia and allocation by the CTB. The funding available under this Agreement cannot exceed the amount allocated by the CTB and the amount appropriated by the General Assembly of Virginia.

§ 2.3 Project Schedule

§ 2.3.1 Initial Project Schedule

The initial Project Schedule for the planning, design and construction elements is as follows:

Project Schedule by Category	Date of Milestone

Start Project Development, Planning and Design	July 1, 2022
Complete Project Development, Planning and Design	December 31, 2027
Construction Start	July 1, 2028
Construction Complete	June 30, 2033
Construction Project Closeout	June 30, 2034

§ 2.3.2 Final Project Schedule
The Grantee shall prepare and submit a final Project Schedule for review and acceptance by the Department prior to the commencement of the Work.

§ 2.4 The Project Budget, Project Schedule, and Project Scope are subject to the requirements established in the CTB Policy and Guidelines and the Code of Virginia.

§ 2.5 The Project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event that the Grantee requests termination of the Project and the Department does not agree to the termination, or if the Grantee does not advance the Project to the next phase when requested by the CTB and the Department has expended state funds, the Grantee may be required to reimburse the Department for all funds expended on the Project, pursuant to Code of Virginia § 33.2-214 (1950), as amended.

§ 2.6 The Project has been selected through the Smart Scale application and selection process and will remain in the Six Year Improvement Program as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines arise. Pursuant to the CTB Policy and Guidelines, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. The Grantee shall notify the Department if any of these conditions arise. Applications may not be submitted in a subsequent annual Smart Scale prioritization cycle to account for a cost increase on a previously prioritized project.

ARTICLE 3. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

§ 3.1 The Parties agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated August 19, 2020, as if set out in full herein.

ARTICLE 4. SPECIAL CAPITAL PROVISIONS

§ 4.1 The Department reserves the right to propose or reject any Project Scope items, Project

Budget, or Project Schedule because the Department's own analysis reveals that significant cost or schedule savings could be achieved through other contracting means than Grantee proposes which meet the Grantee's performance and Project requirements.

§ 4.2 The Department does not make any warranty as to the accuracy or suitability of the information contained in the Application or any other submissions provided to the Department by the Grantee, nor does it relieve the Grantee of any liability under this Agreement. Any such submissions provided shall contain the approval of the Grantee in those situations where the submitter is not the Grantee.

§ 4.3 The Grantee shall ensure completion of the Work consistent with all parameters set forth in the Application.

§ 4.4 The Grantee shall be solely responsible for the construction means, methods, techniques, sequences, and procedures, and the safety precautions and programs in connection with the Work. If, at any time, the Department or the Grantee, or an authority having jurisdiction over one or all of the Parties, determine that construction of Work is not in accordance with the requirements of this Agreement, the Grantee shall undertake the Re-work necessary to correct the deficiency.

§ 4.5 If the Grantee, the Department, or inspectors duly authorized to uphold applicable federal, state, and local laws and regulations regarding construction and operating practices, determines that any material or construction is not in accordance with the standards which comply with all applicable federal, state, or local laws and regulations, the Grantee shall replace materials or otherwise correct any workmanship necessary to cure the deficiency. The Grantee shall not use any funds provided under this Agreement to pay for a replacement or correction required under this section, or for any other Re-work.

§ 4.6 The Department may take any action, including the inspection of the Project site and all books and records of the Grantee or any contractor or subcontractor relating to any Work, action, project or task receiving funds under this Agreement, to review activities under this Agreement and the adequacy of the Grantee's monitoring efforts. The Grantee shall include language in its contracts with contractors to provide the Department the same level of access for the Work and records of the Grantee's contractors and subcontractors.

§ 4.7 The Department shall have access to the Project and any area where Work is being performed at all times to inspect the Project, to protect its interest in the Project, and to ensure that the Project is being developed consistently with the terms of this Agreement. If the Project concerns light or heavy rail, the Department's representatives will not enter right-of-way without the provision of any necessary protection from injury. The Department's representatives will comply with all safety rules and regulations, and safety instructions from the Grantee's representatives. Unless otherwise permitted by the Grantee or its representatives, the Department and any of its agents who perform inspections will fill out the right-of-entry form prior to entering on the property, but access shall be permitted at no cost to the Department.

§ 4.8 Utility Relocation and Protection

For utilities and utility crossings affected by the Project Scope that are not located on property owned or controlled by the Grantee, the Grantee shall relocate and protect the utilities as necessary after consultation with the utility owners.

§ 4.9 Record Documents

The Grantee shall provide the Department with reliable record documents that incorporate all on-site changes made to the Project during construction.

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing Under Virginia Code § 15.2-934 for the Purpose of Displacement of Private Waste Companies to Enable Formation of a Unified Sanitary District(s)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing under *Virginia Code § 15.2-934* for the purpose of displacement of private waste companies to enable formation of a Unified Sanitary District(s).

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, June 24, 2025, under *Virginia Code § 15.2-934*, to seek comment on the advisability of the County providing garbage, trash or refuse collection service and to consider displacement of private waste companies to enable formation of a Unified Sanitary District(s) (USD).

TIMING:
The Board's authorization is requested on April 22, 2025, for a public hearing to be held on June 24, 2025, at 4:30 p.m.

BACKGROUND:
Pursuant to *Virginia Code § 15.2-934* ("Displacement of private waste companies"), "displace" or "displacement" means a locality's or a combination of localities' provision of garbage, trash or refuse collection service which prohibits a private company from providing the same service and which the company is providing at the time the decision to displace is made.

Virginia Code § 15.2-934 further provides that no locality shall displace a private company providing garbage, trash or refuse collection service without first: (i) holding at least one public hearing seeking comment on the advisability of the locality or combination of localities providing such service; (ii) providing at least 45 days' written notice of the hearing, delivered by first class mail to all private companies that provide the service in the locality or localities, and that the locality or localities are able to identify through local government records; (iii) providing public notice of the hearing; and (iv) making a written finding of at least one of the following: (a) adequate or

sufficient privately-owned refuse collection and disposal services are not available; (b) the use of privately-owned and operated services has substantially endangered the public health or created a public nuisance; (c) privately-owned services, although available, are not able to provide needed services in a reasonable and cost-efficient manner; or (d) displacement is necessary to provide for the development or operation of a regional system of refuse collection or disposal for two or more localities.

After making the findings required by *Virginia Code § 15.2-934*, a locality may proceed to take measures necessary to provide such garbage, trash or refuse collection service.

In an effort to move forward with the Communitywide Energy and Climate Action Plan (CECAP), the Department of Public Works and Environmental Services (DPWES) evaluated the County's current solid waste system, listened to the community through focus groups with residents and key business sectors, conducted an on-line communitywide survey of residents, and held a virtual webinar. Key strategic goals were developed based on the long-term needs of the solid waste system and feedback from the community

Those key strategic goals include:

- Creating a resilient system that provides for increased diversion and sustainable disposal of all materials collected in Fairfax County.
- Promoting, maintaining, and enforcing a waste reduction culture within the community.
- Empowering, encouraging, incentivizing, and allowing innovative de-centralized solid waste management systems within neighborhoods.
- Increasing organic waste composting (both food and yard) by promoting self-management at the generation locations.
- Establishing an economically feasible and socially equitable system that properly distributes its costs among system users.

The first step in reaching those goals is building a foundation for cost efficient and standardized waste collection in the community. USD or franchised service area contracts will help the County meet these goals. Staff recommend that the authorization to advertise a public hearing to seek advisability for the County to provide such service and for displacement of private waste companies be approved as displacement is necessary to enable USD. If the Board votes to move forward with the displacement process following the public hearing, Virginia law requires the County to provide five years' notice to private waste management companies before the County engages in the actual provision of waste collection service (§ 15.2-934 Displacement of private waste companies). The five-year period would allow the County to engage with residents and collectors, develop specific plans, shift existing staff and hire new

positions to support the expanded services of USD, and put the infrastructure in place to provide a seamless transition to this new collection system.

EQUITY IMPACT:
Equity is a crucial component of sustainability including solid waste management planning. All plans and policies in DPWES are built on the foundation of One Fairfax, a joint racial and social equity policy of the Fairfax County Board of Supervisors and School Board. One Fairfax commits DPWES to consider equity intentionally and thoroughly when making policies or delivering plans, programs, and services. Therefore, it is critical to consider equity at each step of solid waste management planning and implementation. For example, under USD, the County would contract and manage waste collection for single-family residences. USD would establish consistent, uniform and competitive pricing equally, provide the County with additional authority to manage and reduce waste, and reduce the duplication of collection vehicles from multiple companies serving any individual area, thereby reducing congestion, pollution, greenhouse gas emissions, and cost. If approved, DPWES would do extensive community engagement and education about USD to ensure development of contracts and services that meet the needs of the community. This does relate to the 17 One Fairfax Policy Areas of Focus or other determinants of equity. This action would positively impact the following outcomes such as Community and Economic Development, Community Safety, Neighborhoods, Built Environment, and Healthy Environment. At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
If the Board adopts USD, it is estimated to save County residents up to 25% annually on waste collection. The savings estimate is based on consultant analysis of the potential reduction in solid waste collection charges many customers would realize under a USD model relative to current private solid waste collection service rates. Fiscal savings to many in the community are in addition to the reductions in greenhouse gas emissions from more efficient collections (e.g., no duplicate of companies operating in the same neighborhood) and decreasing the amount of waste generated which benefits everyone in the community. Establishing a USD model would require substantial investment to expand contract oversight capabilities, and substantially expand customer service capability, outreach, and enforcement personnel. DPWES estimates that four new positions would be necessary in Fiscal Year 2026 to begin the USD process. Preparing for a residential USD model over the required five-year waiting period prior to implementation would increase DPWES solid waste operating costs by an estimated $22 million to fund items like increased enforcement staff, expanding customer service and billing management, increasing outreach, and expanding contract management capacity to accommodate the 660% increase in customers served by the County. To

address the expanded scope and cost of County-managed services associated with a USD transition, DPWES intends to propose a Countywide zero waste fee beginning in Fiscal Year 2027 to recover these start-up costs and fund initial diversion actions in the Plan. If and when additional resource needs arise for implementation of specific strategies, those requests will be put forward as part of the County's annual and/or quarterly budget processes.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program (SWMP), DPWES
Matt Adams, Division Director, SWMP, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 41.1 of the Fairfax County Code, Relating to Animal Control and Care, and Chapter 82 of the Fairfax County Code, Relating to Motor Vehicles

ISSUE:
Authorization to advertise a public hearing to consider amendments to *Chapter 41.1 of the Fairfax County Code*, relating to Animal Control and Care, and *Chapter 82 of the Fairfax County Code*, related to motor vehicles. The proposed amendments to Chapter 41.1 will update definitions, references and position titles to reflect the consolidation of animal control functions under the renamed Department of Animal Services. The proposed amendments to Chapter 82 reflect the renamed Department of Animal Services.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the proposed amendments to Chapter 41.1 and Chapter 82.

TIMING:
Board action is requested on April 22, 2025, to provide sufficient time to advertise the proposed public hearing on June 10, 2025 at 4:00 p.m. If approved by the Board, these amendments will become effective on July 1, 2025.

BACKGROUND:
The proposed amendments to *County Code Chapters 41.1 and 82* reflect organizational changes resulting from the consolidation of the County's animal control functions with the County's animal sheltering services. This consolidation is an outcome of the FY2025 budget and will result in a new Department of Animal Services.

Currently, the Department of Animal Sheltering operates the County's animal shelters and the Fairfax County Police Department (FCPD) is responsible for animal control through its animal protection police officers. The new Department of Animal Services will oversee both animal sheltering and animal control functions. The proposed amendments change definitions, position titles and other references to reflect the new Department of Animal Services, its responsibilities, and its director, where applicable. References to FCPD and the Department of Animal Sheltering are deleted or modified

where appropriate. The definition of animal control officer is changed to encompass both animal control officers and animal protection police officers.

County Code Section 82-5-32 is the County's trespass towing ordinance and currently requires tow truck drivers to notify FCPD when a companion animal is inside a towed vehicle. The proposed amendments substitute the Department of Animal Services for FCPD. *Pursuant to Va. Code § 46.2-1233.2 and County Code Section 82-5-32.1*, the County's Trespass Towing Advisory Board (TTAB) must provide recommendations to the Board of Supervisors on proposed changes to Section 82-5-32. At its March 5, 2025 meeting, the TTAB voted unanimously to recommend these proposed amendments.

EQUITY IMPACT:
The proposed changes are in furtherance of the One Fairfax Policy. ACOs will connect pet owners with a range of shelter services, including free pet food and supplies, the PetHaven Program for victims of domestic abuse, and free and low-cost veterinary care and ensure consideration is given to the impact of systemic poverty and structural inequality on pet ownership.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Amendments to Chapter 41.1, Animal Control and Care and Chapter 82, Motor Vehicles (Markup)

STAFF:
Thomas Arnold, Deputy County Executive
Reasa Currier, Director, Department of Animal Sheltering
Robert Blakely, Assistant Chief of Police, Operations, Police Department

ASSIGNED COUNSEL:
John W. Burton, Senior Assistant County Attorney

AN ORDINANCE AMENDING CHAPTER 41.1 OF THE FAIRFAX COUNTY CODE, RELATING TO ANIMAL CONTROL AND CARE, AND CHAPTER 82, RELATING TO MOTOR VEHICLES

Draft of January 22, 2025

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 41.1-1-1, 41.1-2-2, 41.1-2-5, 41.1-2-16, 41.1-4-3 and 41.1-5-2 relating to animal care and control, and amending and readopting Section 82-5-32 relating to motor vehicles.

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

1. **That Sections 41.1-1-1, 41.1-2-2, 41.1-2-5, 41.1-2-16, 41.1-4-3, 41.1-5-1, 41.1-5-2 and 82-5-32 of the Fairfax County Code are amended and reenacted as follows:**

Section 41.1-1-1. Definitions.

For the purpose of this Chapter, the following words and phrases have the following meanings unless otherwise defined within this Chapter:

Animal means any nonhuman vertebrate species except fish. For the purposes of Sections 41.1-2-8 through 41.1-2-11, animal means any species susceptible to rabies. For the purposes of Section 41.1-2-20, animal means any nonhuman vertebrate species including fish except those fish captured and killed or disposed of in a reasonable and customary manner.

Animal control officer means a person appointed as the animal control officer or a deputy animal control officer, or the animal protection police officer or a deputy animal protection police officer pursuant to Virginia law to enforce the Virginia Comprehensive Animal Care Laws, this Chapter, and all laws for the protection of domestic animals.

Animal Shelter means a facility which is operated by the Department of Animal ~~Sheltering~~ Services as a public animal shelter as defined in Virginia Code § 3.2-6500, as amended.

~~*Animal Services Division* means the Animal Services Division of the Fairfax County Police Department. References to the Commander of the Animal Services Division mean the Commander or his or her agent.~~

Certified service animal means a monkey that is used or is in training to be used solely to assist disabled persons and which use is certified by officials of a generally recognized scientific or educational institution, provided that such certified service animal has been bred in a closed breeding environment located in the United States.

Circus means any commercial variety show featuring animal acts for public entertainment.

Companion animal means any domestic or feral dog, domestic or feral cat, non-human primate, guinea pig, hamster, rabbit not raised for human food or fiber, exotic or native animal, reptile, exotic or native bird, or any feral animal or any animal under the care, custody, or ownership of a person or any animal that is bought, sold, traded, or bartered by any person. Agricultural animals, game species, or any animals regulated under federal law as research animals shall not be considered companion animals for the purpose of this chapter.

Department of Animal ~~Sheltering~~ Services means the Fairfax County agency responsible for the operation of the public animal shelter(s) in Fairfax County~~.~~ and the activities of Fairfax County animal control officers. References to the Director of Animal Services means the Director of the Department of Animal Services or his or her designee.

Director of Health means the Director of the Fairfax County Health Department or his or her designee.

Director of Tax Administration means the Director of the Department of Tax Administration or his or her designee. For purposes of issuing dog licenses, the Department of Animal Services ~~Division~~ is a designee of the Director of Tax Administration.

Horse means and includes horse, mule, donkey, and ass.

Kennel means any place in or at which five or more dogs or cats or hybrids of either are kept for the purpose of breeding, hunting, training, renting, buying, boarding, selling, or showing.

Livestock includes all domestic or domesticated: bovine animals; equine animals; ovine animals; porcine animals; cervidae animals; capradae animals; animals of the genus Lama; ratites; fish or shellfish in aquaculture facilities, as defined in state law; enclosed domesticated rabbits or hares raised for human food or fiber; or any other individual animal specifically raised for food or fiber, except companion animals.

Owner means any person, firm, partnership, corporation, association, or other legal entity, who has a right of property in an animal, keeps or harbors an animal, has an animal in his, her or its care, or acts as a custodian of an animal, including operators or managers of stables, kennels, pet shops, or other animal establishments.

Primary enclosure means any structure used to immediately restrict an animal to a limited amount of space, such as a room, tank, pen, cage, compartment or hutch. For tethered animals, the term includes the shelter and the area within reach of the tether.

Rabid animal means an animal that has had the diagnosis of rabies confirmed by the Virginia Division of Consolidated Laboratory Services, Fairfax Health Department Laboratory, Centers for Disease Control and Prevention Rabies Laboratory, or a laboratory in any state that is recognized by that state to perform rabies testing for public health purposes. Any suspected rabid animal that has exposed a companion or agricultural animal or a person and is not available for laboratory testing should be presumed to be rabid

Rabies exposure or potentially exposed to rabies means any circumstance where saliva or central nervous system tissue from a rabid or suspected rabid animal entered or could have entered a fresh, open wound or come in contact with a mucous membrane of a person or susceptible animal species. For the purposes of companion and agricultural animal exposure, the actual witnessing of a bite or attack by a rabid or suspected rabid animal is not necessary to define an exposure; however, a rabid or suspected rabid animal needs to have been witnessed in close proximity to the exposed animal and where, in the judgment of the Director of Health, it is reasonable to assume that the rabid or suspected rabid animal could have exposed the susceptible companion or agricultural animal.

Releasing agency means a public or private animal shelter, humane society, animal welfare organization, society for the prevention of cruelty to animals, or

other similar entity or home-based rescue that releases a companion animal for adoption, including the ~~Fairfax County~~ Animal Shelter.

Rightful owner means a person with a right of property in the animal.

Service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Suspected rabid animal means any animal that has not been tested for rabies and that the Fairfax County Health Department considers to be a species at high risk for acquiring or transmitting rabies whether or not the animal is exhibiting clinical signs compatible with rabies and any animal the Fairfax County Health Department considers at low risk for acquiring or transmitting rabies that is exhibiting clinical signs compatible with rabies.

Traveling animal exhibition means any spectacle, display, act or event, including circuses and carnivals, where animals are maintained, whether or not the animals actually perform, the owners or operators of which do not have their principal place of business in Fairfax County, Virginia, and that are required to obtain an administrative or special permit pursuant to the Zoning Ordinance. Notwithstanding the foregoing, a horse or pony ride is not a traveling animal exhibition.

Unrestricted means not under the control of the owner or his agent either by leash, cord, chain, or primary enclosure when off the property or premises of the owner or custodian. An electronic device does not qualify as a leash, cord or chain.

Vicious animal means any animal or animals that constitute a physical threat to human beings or other animals, not to include vicious dogs.

Wild or exotic animal means any animal of a species naturally occurring or normally found in the wild within the continental United States, including, but not limited to, foxes, raccoons, skunks, wolves and squirrels, regardless of whether such animal has been bred in captivity; any animal of a species naturally occurring or normally found in the wild outside of the continental United States, including, but not limited to, non-human primates, lions, panthers, leopards, lynx and tigers, regardless of whether such animal has been bred in captivity; and any animal, insect, spider or scorpion venomous to humans. The following animals shall be excluded from this definition: (i) chinchillas, guinea pigs, hamsters, rats, mice and gerbils that have been bred in captivity and never known the wild; (ii) rabbits, ferrets, and hedgehogs that have been bred in captivity and never known the wild; (iii) birds that have been bred in captivity and never known the wild; and (iv) non-venomous reptiles and amphibians, other than crocodilians.

Section 41.1-2-2. Dog license required; license tax on dogs and kennels.

(a) Except as otherwise provided herein, it is unlawful for any person to own a dog 4 months old or older in the County unless the dog is licensed by Fairfax County. Any dog not wearing a collar bearing a current license tag shall prima facie be deemed to be an unlicensed dog and in any proceeding under this Chapter the burden of proof of the fact that the dog has been licensed, or is otherwise not required to bear a tag at the time, shall be on the owner of the dog. No license tag shall be issued for any dog unless the Director of Tax Administration receives either the certificate of rabies vaccination required by Section 41.1-2-3, satisfactory evidence that such certificate has been obtained, or a rabies vaccination exemption certificate issued annually by the Director of Health. This subsection shall not apply to a releasing agency that has registered as such annually with the Department of Animal Services ~~Division~~.

(b) There is hereby provided and levied within the County an annual license tax of $10.00 per dog, regardless of whether the dog is fertile or infertile.

(1) [Reserved.]

(2) No license tax shall be levied on any dog that is trained and serves as a guide dog for a blind person, that is trained and serves as a hearing dog for a deaf or hearing impaired person, that is trained and serves as a service dog for a mobility-impaired person, or on any dog owned by a person having diplomatic status in the United States. As used in this section, "hearing dog" means a dog trained to alert its owner by touch to sounds of danger and sounds to which the owner should respond and "service dog" means a dog trained to accompany its owner for the purpose of carrying items, retrieving objects, pulling a wheelchair or other such activities of service or support.

(c) Duplicate License Tag. If a dog license tag is lost, destroyed or stolen, the owner shall at once apply to the Director of Tax Administration for a duplicate license tag, presenting the original license receipt. Upon affidavit of the owner that the original license tag has been lost, destroyed or stolen, the Director of Tax Administration shall issue a duplicate license tag which the owner shall immediately affix to the collar of the dog. The Director shall endorse the number of the duplicate and the date issued on the face of the original license receipt. The fee for a duplicate tag for any dog is $1.00.

(d) Upon application and payment of the license tax to the Director of Tax Administration, the Director shall issue a dog license tag, which tag shall bear only the words "Fairfax County, VA Dog Tag," an assigned number, and the current license year.

(e) It is unlawful to operate a kennel in the County unless it is licensed. The owner or operator of a dog kennel shall pay an annual license tax of $50.00 for up to but not more than 50 dogs.

(f) The Director of the Department of Tax Administration shall keep a list of all licenses issued annually, and a separate account of funds received from such tax. All unissued license tags for the current license year shall be destroyed at the end of such year.

(g) Displaying Receipts; Dogs To Wear Tags. Dog license receipts, issued by the Director of Tax Administration at the time of purchase of a dog license tag, and kennel license tax receipts shall be preserved by the licensees and exhibited promptly upon request for inspection by any animal control officer or other officer. Dog license tags shall be securely fastened to a substantial collar by the owner

and worn by the dog at all times, except the owner of the dog may temporarily remove the tag required by this Section:

(1) When the dog is engaged in lawful hunting while accompanied by the owner;

(2) When the dog is competing in a dog show;

(3) When the dog has a skin condition which would be exacerbated by the wearing of the collar;

(4) When the dog is confined;

(5) While the dog is engaged in a supervised formal obedience training class; or

(6) During formally sanctioned field trials.

Section 41.1-2-5. County animal shelter; confinement and disposition of stray animals; impoundment and boarding fees; adoption fees.

(a) The County Animal Shelter shall be operated and maintained in accordance with Virginia law, and it shall be accessible to the public at reasonable hours during the week.

(b) Except as otherwise provided by Section 41.1-2-9, whenever any animal is confined at the Animal Shelter, it shall be kept for a period of not less than 5 days, such period to commence on the day immediately following the day the animal is initially confined in the facility, unless sooner claimed by the rightful owner. If any animal confined at the Animal Shelter is claimed by its rightful owner, such owner shall be charged the applicable fee or fees set forth in this Section.

(c) Any animal impounded that is not suspected of being rabid may be redeemed by its rightful owner upon: (1) presentation of proof of ownership and personal identification; (2) payment of all applicable fees set forth in this Section; (3) if the animal being claimed is a dog or a cat that is 4 months of age or older, presentation of a certificate that shows the animal being claimed has been vaccinated for rabies in accordance with the requirements of Section 41.1-2-1; (4) if the animal being claimed is a dog that is 4 months old or older, presentation of evidence of payment of a valid dog license, as required by Section 41.1-2-2; and (5) payment of any necessary veterinary expenses incurred for the benefit of that animal by the Animal Shelter. Any rightful owner who fails to produce the certificate of vaccination or

proof of payment of the license fee shall be allowed to have custody of the animal, but shall be subject to issuance of a summons for violation of Section 41.1-2-1 or Section 41.1-2-2. Any dog not redeemed may be destroyed in a humane manner or otherwise lawfully disposed of by the Director of ~~the~~ Animal ~~Shelter~~ Services or the designated agent of the Director. The Director or the designated agent of the Director shall not knowingly give, sell, or otherwise release any animal to any person who intends to use that animal for research purposes.

(d) Any person who adopts an animal from the Animal Shelter shall pay the applicable adoption fee set forth in this Section and shall sign an adoption contract agreeing to comply with laws regulating the adoption and ownership of the animal and to appropriately care for the animal. The Animal Shelter shall not release any dog or cat for adoption unless the animal is already sterilized or the person who adopts the animal signs an agreement as required by Virginia law to have the animal sterilized.

(e) Fee Schedules:

Impoundment fees:

Dogs and cats, first impoundment …$ 25.00

Second impoundment …50.00

Third or subsequent impoundment …75.00

Livestock, under 150 pounds …50.00

Livestock, 150 pounds or more …100.00

Reptiles …20.00

Rodents, ferrets, and rabbits …20.00

Boarding fees (for each day boarded):

Dogs and cats …20.00

Livestock (under 150 pounds) …25.00

Livestock (150 pounds or more) …50.00

Reptiles …10.00

Rodents, ferrets, and rabbits …10.00

Adoption fees:

Dogs under six (6) months of age …200.00

Dogs age six (6) months through five (5) years …150.00

Dogs age six (6) years and older …100.00

Cats under six (6) months of age …150.00

Cats age six (6) months through five (5) years …75.00

Cats age six (6) years and older …50.00

Rabbits …30.00

Ferrets, Chinchillas and Hedgehogs …40.00

Hermit crabs …10.00

Reptiles …20.00

Guinea Pigs …15.00

Rodents (mice, hamsters, gerbils, rats) …5.00

Equine and bovine …200.00

Other livestock …50.00

Small birds (parakeets, finches, canaries) …10.00

Medium birds …75.00

Large birds …150.00

Poultry …20.00

The ~~Animal Shelter~~ Director of Animal Services may waive or reduce the adoption, impoundment or boarding fees established in this subsection (e) for good cause, including, but not limited to, special adoption events.

(f) The owner of any animal that is held pursuant to Va. Code Ann. § 3.2-6569 for more than 30 days shall post a bond in surety with the County in an amount equal to the cost of boarding the animal for 9 months at the rates established in this Section. If the owner satisfies this obligation by obtaining a commercial bond, then the bond must be issued by a surety that is licensed to do business in Virginia and that has an A-IV or better rating from A.M Best. Upon a request by an owner, the County may reduce the bond for good cause shown.

Section 41.1-2-16. Burial or cremation of dead animals and fowl.

When the owner of any animal or fowl that has died knows of the death, such owner shall forthwith have its body cremated or buried, or otherwise disposed of in a manner acceptable to the Director of Health; alternatively, the owner may request such service from the Animal Shelter. If, after notice, the owner of any companion animal that has died fails to properly dispose of the animal, the animal control officer or other officer may bury or cremate the animal and may recover, on behalf of the County, from the owner for the cost of the disposal. If the owner of any other animal that has died fails to bury or cremate the dead animal or fowl, any judge of a general district court, after notice to the owner if he can be ascertained, shall authorize Department of Animal Services ~~Division~~ or the Director of Health to do so. In that event, the County shall be entitled to recover the actual cost of the cremation or burial.

Section 41.1-4-3. Disposition of Animals.

Any person who keeps a wild, exotic, or vicious animal in contravention of this Article may dispose of the animal by removal of the animal from Fairfax County, by giving or selling the animal to a zoological park or by releasing the animal to the Department of Animal ~~Sheltering~~ Services.

Section 41.1-5-1. - Permit to operate required.

It is unlawful for any traveling animal exhibition to operate within Fairfax County without a valid permit issued by the ~~Commander~~ Director of ~~the~~ Animal Services ~~Division~~. A permit fee of $50.00 shall be paid at the time the application for permit is made. The permit shall not be transferable and shall be posted in a conspicuous place on the premises occupied by the traveling animal exhibition for the entire duration of any such spectacle, display, act or event.

Section 41.1-5-2. Issuance of permit.

(a) The owner or operator of any traveling animal exhibition desiring to operate in Fairfax County shall make written application for permit on forms provided by the Department of Animal Services ~~Division~~ no later than 21 days prior to the first performance of any spectacle, display, act or event. The application shall include but not be limited to the name of the owner of the traveling animal exhibition, all proposed locations in Fairfax County for the traveling animal exhibition, the date the traveling animal exhibition is to arrive in Fairfax County, the date of departure, all dates on which it is to perform at any location in Fairfax County, the owner's principal address and telephone number, the total length of time during which the traveling animal exhibition will operate in Fairfax County, a list of all locations at which the traveling animal exhibition has performed during the twelve-month period prior to making this application, whether or not the owner or operators of the traveling animal exhibition have been charged or convicted of an offense constituting cruelty to animals, a brief description of the acts or events to be performed and the signature of the owner or representative thereof. The applicant shall attach to the application a copy of a current and valid Exhibitor's License issued by the United States Department of Agriculture (USDA), and health certificates issued within 30 days of the date of the application by a licensed veterinarian for each animal to be exhibited in Fairfax County.

(b) The owner or operator of the traveling animal exhibition shall comply with the provisions of Section 41.1-4-1 and shall present upon demand by any law enforcement officer a current and valid USDA Exhibitor's License and valid health certificates issued within 30 days for each animal to be exhibited.

(c) All animals maintained by the traveling animal exhibition must be given adequate feed, adequate water, adequate shelter, adequate space for the particular type of animal depending upon its age, size and weight, adequate veterinary care when needed, and humane care and treatment. For the purposes of this Section, adequate care, adequate feed, adequate shelter, adequate space and adequate water shall have the meanings set forth in Va. Code § 3.2-6500, as amended.

(d) The ~~Commander~~ Director of ~~the~~ Animal Services ~~Division~~ shall issue a permit to the traveling animal exhibition if the traveling animal exhibition complies with the requirements of this Article and shall notify the Zoning Administrator that a permit has been issued. The permit will be valid for the length of time requested on the application not to exceed 21 days from the date of issuance.

(e) The ~~Commander~~ Director of ~~the~~ Animal Services ~~Division~~ may deny the application for permit if the traveling animal exhibition fails to comply with any of the requirements of this Article.

(f) Any costs of fees incurred by Fairfax County as a result of the permit process shall be charged to the traveling animal exhibition. Payment of all such costs shall be in addition to the $50.00 permit fee required by this Article and shall be considered a precondition to the issuance of the permit.

Section 82-5-32. Removal, immobilization, and disposition of vehicles unlawfully parked on private or county property.

(a) Applicability. Section 82-5-32 establishes the minimum requirements for all trespass towing initiated in Fairfax County. Fairfax County Code shall also apply to a trespassing vehicle towed from Fairfax County and stored outside the County.

(b) Definitions. The following words and phrases shall have the meanings respectively ascribed to them in this section:

"Advisory Board" means the Fairfax County Trespass Towing Advisory Board.

"Board" means the Fairfax County Board of Supervisors.

"Commission" means the Fairfax County Consumer Protection Commission.
"County" means the County of Fairfax, Virginia.

"Department" or "DCCS" means the Fairfax County Department of Cable and Consumer Services.

"Director" means the Director of the Fairfax County Department of Cable and Consumer Services or the duly assigned agent of the Director of the Department.

"Driver" means a person who drives or is in actual physical control of a tow truck. A driver shall have obtained all required documents issued by the state in order to operate a tow truck while providing towing services.

"Drop fee" means a fee that is charged a vehicle owner for disconnecting a tow truck from a vehicle prior to leaving private property.

"Equipment" means any tow truck, vehicle or related machinery or tools used to provide towing.

"Immobilize" means a procedure or piece of equipment, such as a boot, used to prevent a vehicle from moving. Immobilization does not include attachment to a tow truck.

"Law-enforcement officer" means any officer authorized by law to direct or regulate traffic, or to make arrests for violations of the Code of Virginia or local ordinances.

"Locality" means the geographical area of control of a county, city, or town.

"Locality permit" means a document indicating an operator has been approved to immobilize or trespass tow vehicles in Fairfax County and store vehicles both inside and outside of Fairfax County.

"Operator" or "towing and recovery operator" means any person, including a business, corporation, or sole proprietor, offering services involving the use of a tow truck and services incidental to the use of a tow truck.

"Personal property" means any property in a vehicle which is not attached to or considered to be necessary for the proper operation of the vehicle.

"Property owner" means the owner, operator, authorized agent, or lessee of any land, space, or area used for parking, including any county, city, or town, or authorized agent of the person having control of such premises.

"Registration certificate" means a document indicating an operator has been approved to trespass tow and store vehicles within Fairfax County.

"State" means the Commonwealth of Virginia.

"Storage site" means a location where vehicles are taken until the owner reclaims the vehicle or it is sold. The location must meet all requirements specified in this section.

"Tow" or "towed" means when the tow truck has engaged a vehicle by a physical or mechanical means that causes the towed vehicle to be removed from private property.

"Tow truck" means a motor vehicle for hire (i) designed to lift, pull, or carry another vehicle by means of a hoist or other mechanical apparatus, and (ii) having a manufacturer's gross vehicle weight rating (GVWR) of at least 10,000 pounds. "Tow truck" also includes vehicles designed with a ramp on wheels and a hydraulic lift with a capacity to haul or tow another vehicle, commonly referred to as "rollbacks."

"Trespass tow" means requests for towing services made by the owner, manager, or lessee of private property, or the authorized agent thereof, or under contract between such person and a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

"Vehicle" means every device in, on, or by which any person or property is or may be transported or drawn on a highway, except devices moved by human power or used exclusively on stationary rails or tracks.

"Vehicle owner" means the owner, operator, authorized agent, or lessee of a vehicle.

(c) Exclusions.

(1) This section shall not apply to:

(A) Police, fire, or public health vehicles, or where a vehicle, because of a wreck or other emergency, is parked or left temporarily on the property of another at the direction of police, fire or public health officials.

(B) Vehicle repossession activities.

(C) Vehicles towed, moved, or stored at the request of a law-enforcement officer.

(2) The provisions of this section shall not be construed to prohibit vehicles from being towed when such towing is otherwise permitted by law.

(d) Signs.

(1) Permanent signs, clearly visible during daytime and nighttime hours, shall be posted at all entrances to the parking area that conspicuously disclose that such vehicle shall be towed or immobilized.

(2) Such signs, at a minimum, shall: (all measurements are approximate)

(A) Be made of metal.

(B) Be 18 inches high and 12 inches wide.

(C) Contain reflective red letters and red reflective graphics on a reflective white background, with a ⅜ inch reflective red trim strip ⅜ inch in from the entire outer edge of the sign.

(D) Contain the international Towing symbol that is at least 5 inches high by 11 inches wide as found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(E) Use Series B or Clearview lettering found in the Federal Highway Administration, "Manual on Uniform Traffic Control Devices".

(F) Contain "Towing Enforced" in a font size of two inch letters.

(G) Contain "If towed Call 703-691-2131" in a font size of one inch letters, which is the Fairfax County Department of Public Safety Communications (DPSC) telephone number. However, if the tow originated in the Town of Vienna, the sign shall contain, "If Towed Call 703-255-6366" and if the tow originated in the Town of Herndon, the sign shall contain, "If Towed Call 703-435-6846".

(3) Signs posted in a government road right-of-way must meet Virginia Department of Transportation standards and all applicable Virginia laws to include the bottom of the sign mounted at least seven feet above the ground. Signs posted on private property are not required to meet this height requirement as long as they are clearly visible.

(4) Sign contents may also include additional information such as, but not limited to, the name of the property or name and telephone number of the designated operator in a font size of 19/32 inch letters.

(5) In addition to the mandatory entrance signs, other area signs may be used to specify any other requirements for parking.

(6) The requirement for signs shall not apply to single-family residence properties not subject to common interest community regulations (as defined in Va. Code § 54.1-2354.1, as amended).

(7) No signage of the type required in this section shall be required to effect the towing of a vehicle unlawfully parked in a spot reserved for persons with disabilities or in a "Fire Lane" that is approved and marked in accordance with County and state requirements.

(8) Trespassing vehicle on property not marked by signs.

(A) Non-residential properties. A notice must be conspicuously affixed to a trespassing vehicle with a warning the vehicle is liable to be towed 48 hours after such notice is posted.

(i) The notice must contain the date and time of posting.

(ii) A vehicle found to be trespassing a second time on the same unmarked property may be towed immediately. A warning notice is not required.

(B) Vehicles trespassing on single-family residence properties not subject to common interest community regulations may be towed immediately. No notice is required.

(e) Property owner.

(1) A property owner may have a vehicle towed to a storage site or immobilized without the permission of the vehicle owner if the vehicle is occupying property without permission of the property owner, and if conditions set forth in this section are met.

(A) The property owner has executed a contract with a towing and recovery operator that specifies what tows are to be made from the property when a vehicle is parked on the property in violation of law, or rules promulgated by the owner, manager, or lessee of the private property. Such contract shall clearly state the terms under which towing and recovery operators may monitor private lots on behalf of property owners.

(B) Copies of such written contracts shall be retained for three years after the date of the last tow or immobilization approved by the agreement.

(2) In lieu of having such vehicle towed or immobilized, the property owner on which the vehicle is located may request a law enforcement officer issue, on the premises, a citation to the vehicle owner.

(f) Operator. Trespass tow operators must comply with all requirements of this section.

(1) Registration certificate.

(A) All operators engaged in immobilizing or towing vehicles without the consent of the vehicle owner in Fairfax County must register with the Department of Cable and Consumer Services prior to the initiation of any such operations, and by January 31 of each subsequent year.

(B) To obtain a registration certificate, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site Non-Residential Use Permit and,

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code § 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(2) Locality permit.

(A) All operators engaged in towing vehicles without the consent of the vehicle owner in Fairfax County and storing those vehicles outside of Fairfax County must obtain an approved locality permit prior to the initiation of any such operations and by January 31 of each subsequent year.

(i) The initial application and annual renewal fee for each operator shall be $150.00.

(ii) The initial inspection fee for each storage site outside of Fairfax County shall be $450.00.

(B) To obtain a locality permit, the following information and documents must be provided to the Department:

(i) Name, address and telephone number of the business engaged in immobilizing or towing;

(ii) Name and telephone number of the business owner or chief executive officer (CEO);

(iii) Copy of the operator's business license issued by the jurisdiction in which the operator is headquartered;

(iv) Address, telephone number, and vehicle storage capacity of each storage site to which vehicles will be towed;

(v) Copy of each office and storage site occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located.

(vi) Number of tow trucks to be operated in Fairfax County.

(vii) Proof of insurance as required by Va. Code 46.2-2143, as amended, and shall include provisions for notice by the insurance carrier to the Director prior to termination of such coverage.

(C) Application shall be made on forms provided by the Department.

(D) The Department must be notified of any changes to information previously provided by the operator within 30 calendar days of the change.

(3) Registration certificates and locality permits.

(A) It shall be unlawful for any person to procure, or assist another to procure, through theft, fraud, or other illegal means, a registration certificate or locality permit from the Department. Any violation of any provision of this section shall be punishable as a Class 2 misdemeanor.

(B) Any person or entity other than the Department that sells, gives, or distributes, or attempts to sell, give or distribute any document purporting to be a registration certificate or locality permit to conduct a trespass towing business in Fairfax County is guilty of a Class 1 misdemeanor.

(4) Operational requirements.

(A) The operator shall be open for business 24 hours a day and seven days per week, unless the operator has no vehicles immobilized or stored at an approved storage site.

(B) All tow truck safety devices must be operational, used, and comply with local, state, and federal laws and regulations.

(C) An operator shall not tow a vehicle from private property or immobilize a vehicle on private property unless the vehicle is parked on the property in violation of law or rules promulgated by the owner, manager, or lessee of the private property.

(D) All tow trucks shall have the following identifying markings of a contrasting color to the truck body on both sides of each tow truck:

(i) The operator's business name as registered with the Department in a font not less than three inches in height.

(ii) The operator's telephone number in a font not less than three inches in height.

(iii) Truck number in a font not less than four inches in height.

(E) Each tow truck, while trespass towing, shall have a copy of the current Fairfax County trespass towing registration certificate or locality permit in the tow truck.

(F) Each immobilization device shall have a label, clearly visible while the device is in position immobilizing a vehicle, that lists the operator's name and telephone number, immobilization fee, and the Department's name and telephone number.

(G) The Fairfax County Department of Public Safety Communications (DPSC) shall be notified no later than 30 minutes after initiating the immobilization or towing of a vehicle. However, whenever a vehicle is towed or immobilized from sites within the Town of Herndon or the Town of Vienna, the operator, shall notify the law enforcement agency in those localities as applicable.

(H) Such notification shall include the:

(i) Operator name and driver employee number who towed or immobilized the vehicle;

(ii) Make, model, color, year, vehicle identification number of the towed or immobilized vehicle;

(iii) License plate type (such as passenger car, truck, dealer, taxi, disabled), number, state, and year of license of the towed or immobilized vehicle;

(iv) Address where the vehicle was towed or immobilized from;

(v) Reason for the tow or immobilization;

(vi) Time such tow or immobilization was initiated; and

(vii) Storage site address where the vehicle is located and the operator's telephone number.

(I) It shall be unlawful to fail to report a tow or immobilization as required by this section. Violation of the reporting requirements of this section shall

constitute an invalid tow resulting in no charge to the owner for the release of the vehicle.

(J) Any tow truck driver who tows a vehicle that is occupied by an unattended companion animal, as defined by Va. Code § 3.2-6500, as amended, shall, upon such removal, immediately notify the Department of Animal Services ~~Division of the Fairfax County Police Department (FCPD)~~. Such notification should be made to the Fairfax County DPSC non-emergency telephone number.

(K) Upon leaving private property, a driver must tow each vehicle directly to a storage site registered with the Department. Changing the towing vehicle shall not be permitted unless the original towing vehicle becomes non-operational.

(i) The vehicle must remain in that lot for 30 calendar days if the owner fails to claim the vehicle.

(ii) A vehicle towed outside of Fairfax County may not be towed more than ten miles from the origin of the tow, and must remain in the Commonwealth. The straight line ten-mile radius from a storage site outside of Fairfax County shall be determined by the Director using the Fairfax County GIS & Mapping Services Branch data.

(L) Photographic evidence clearly substantiating the vehicle's condition, location, and reason for the vehicle's tow or immobilization must be made prior to connecting the tow truck to the vehicle.

(M) While being towed, vehicles shall be properly secured in accordance with all laws, regulations, and tow truck vehicle manufacturer recommendations.

(N) Nothing in this section shall release the operator from liability for failure to use reasonable care to prevent the load from shifting or falling.

(O) Records. An operator shall maintain written and electronic records for each towed or immobilized vehicle for a period of three years after such tow or immobilization. Records to be retained shall include:

(i) A record of the property owner's approval;

(ii) The information required to be provided to the DPSC and other local law enforcement agencies pursuant to this section;

(iii) A legible copy of the receipt provided to vehicle owner; and

(iv) Photographs and any other documentation supporting the tow.

(5) Storage site requirements.

(A) Every site to which trespassing vehicles are towed, stored, and available for return to the vehicle owner shall comply with the following requirements:

(i) A storage site must be staffed, and open for business 24 hours per day and seven days per week, unless the operator has no vehicles towed from a location in Fairfax County stored at the storage site.

(ii) Each storage site must be properly zoned and approved for storage of towed vehicles, as evidenced by an occupancy permit issued by the zoning agency in the jurisdiction in which the storage site is located. Each storage site must also be registered with the Department.

(iii) A storage site shall be lighted during the hours of darkness to afford clear visibility to all portions of the storage site.

(iv) A towed vehicle shall not be stored more than a reasonable walking distance from the area where towing and storage fee payments are received.

(v) The operator shall exercise reasonable care to keep the towed vehicle and its contents safe and secure at all times, which shall include appropriate permanent fencing.

(vi) No operator may take a vehicle to a storage site which does not meet these standards and all other applicable ordinances and regulations:

(a) A clearly visible sign must be posted at the entrance of the storage site that provides the operator's name and telephone number; and

(b) The telephone for the posted number shall be answered 24 hours a day.

(c) A clearly visible sign with a list of all of the operator's fees for trespass immobilization, towing and storage services, and the operator's contact information.

(d) A clearly visible sign available from the Department of Cable and Consumer Services, listing the Department's web site, office address, and telephone number.

(6) Personal property.

(A) Nothing shall be removed from the vehicle without the express consent of the vehicle owner.

(B) Personal property must be released immediately upon the vehicle owner's request without charge, and it shall be the duty of the operator to return it to the vehicle owner if the vehicle owner claims the items prior to release or disposition of the vehicle. Any lien created under this section shall not extend to any personal property.

(7) Vehicle release.

(A) If the vehicle owner of the vehicle is present and removes the vehicle from the property or corrects the violation before the vehicle is connected to the tow truck, no fee shall be charged the vehicle owner;

(B) If the vehicle has been connected to the tow truck and has not yet left private property, the vehicle shall not be towed upon request of the vehicle owner. The vehicle owner shall be liable for a drop fee, as set forth in this section, in lieu of towing, provided that the vehicle owner or representative is present and ready, willing, and able to pay the required drop fee and removes the vehicle from the property or corrects the violation.

(C) An immobilized or a towed vehicle moved to a storage site shall be immediately available for release at the request of the vehicle owner.

(D) The operator shall accept the following forms of payment for any trespass towing fees:

(i) Cash;

(ii) Two major national credit cards;

(iii) MasterCard or Visa debit cards; and

(iv) Personal checks shall be accepted when credit/debit card machines are not available or are inoperable.

(E) In all cases when a vehicle is immobilized, towed, or fees charged, the operator shall provide the vehicle owner with a receipt that bears the:

(i) Complete name, address, and telephone number of the operator that towed the vehicle;

(ii) Time the vehicle was towed;

(iii) Address from which the vehicle was towed;

(iv) Authority for the tow (entity or person authorizing the tow);

(v) Reason for the tow;

(vi) Driver employee number; (the corresponding driver's name shall be provided to the FCPD; and/or the Director upon request)

(vii) Time the vehicle was released;

(viii) An itemized list of all fees assessed in the immobilization, towing, storage, and/or release of the vehicle;

(ix) The printed name of the person to whom the vehicle was released; and

(x) The name and telephone number of the Department where vehicle owners may file a consumer complaint.

(F) If any requirements of this section are not met, for such immobilization or tow, no fee shall be charged.

(8) Compliance.

(A) The operator shall provide to the vehicle owner, upon request, a copy of the authority for the tow; including, without limitation, photographs and other documentation supporting the tow.

(B) Right of entry. Whenever it is necessary for the purposes of this section, the duly authorized agent of the Director may enter any trespass towing business, business establishment, or storage site property to obtain information, conduct surveys, audits, compliance reviews, or investigations.

(g) Rates and charges.

(1) Change to rates and charges.

(A) Changes in rates and charges for trespass towing services rendered by operators shall be approved by the Board.

(B) The Board may consider changes in rates or charges upon recommendation of the Director or the Advisory Board.

(C) The Director shall conduct a review of rates every two years.

(D) Any review of rate changes as well as any recommended change to any rule, regulation, or practice thereto shall come before the Advisory Board pursuant to a public hearing, which shall be scheduled as soon as analysis, investigation, and administration allow. All recommendations of the Advisory Board and the Director shall be conveyed to the Board for its consideration and determination.

(E) Whenever the Director or Advisory Board determines a rate change is warranted, all registered operators shall provide notice to the public of proposed changes in rates and charges thereto, by means of a sign posted in a clearly visible place at each of their fixed places of business in Fairfax County. Such notice shall be on a document no smaller than 8.5 by 11.0 inches, printed in no smaller than 12-point type, and shall contain substantially the following information:

Notice of Proposed Rate Change

A proposed change in trespass towing rates is under consideration by the Fairfax County government. The proposed rates are: (Insert description of the proposed changes).

The proposed trespass towing rate change shall be considered by the Trespass Towing Advisory Board at a public hearing. The date, time and location of the public hearing may be obtained by calling the Department of Cable and Consumer Services. Any interested person may appear before the Advisory Board to be heard on this proposed change. Persons who wish to be placed on the speakers' list or who wish further information should call the Department of Cable and Consumer Services at 703-324-5966.

(F) Notices with respect to a proposed rate change shall be posted within ten days of the staff report for such change and shall remain posted until the change in rates is denied or becomes effective.

(2) Rates and charges.

(A) It shall be unlawful for an operator to charge any fees exceeding the fees set forth in this section.

(i) Immobilization. An operator may charge a vehicle owner a maximum fee of $75.00 for the release of a vehicle when it is immobilized. No other fee of any type may be charged.

(ii) Dropfee. An operator may charge a vehicle owner a maximum fee of $50.00 for the release of a vehicle prior to towing the vehicle from private property. No other fee of any type may be charged.

(iii) Hookup and initial towing fee shall not exceed:

(I) $150.00 for vehicles with GVWR of 7,500 pounds or less.

(II) $250.00 for vehicles with GVWR of 7,501 pounds through 10,000 pounds.

(III) $500.00 for vehicles with GVWR greater than 10,000 pounds.

(IV) For towing a vehicle between seven o'clock p.m. and eight o'clock a.m. or on any Saturday, Sunday, or holiday, a maximum additional fee of $30 per instance may be charged; however, in no event shall more than two such fees be charged for towing any such vehicle.

(V) No other fees or charges shall be imposed during the first 24 hour period.

(iv) Storage fee for the safekeeping of vehicles:

(I) No charge shall be made for storage and safekeeping of a vehicle for the first 24 hours the vehicle is on the storage site.

(II) After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof, at a rate not to exceed $50.00 for any vehicle 22 feet or less in length, or $5.00 per foot for any vehicle over 22 feet in length.

(v) If an administrative fee for notification of lien holder, owner, agent or other interested party is charged, it shall not exceed $75.00. This fee may only apply after the vehicle is on the storage site over three full business days. If an administrative fee is charged, a copy of the Virginia Department of Motor Vehicles report shall be attached to the receipt given to the vehicle owner.

(vi) No other fees shall be charged unless expressly set forth herein.

(B) Upon vehicle release, the operator shall give the vehicle owner a receipt itemizing all charges.

(C) An operator shall not require a vehicle owner to sign any waiver of the vehicle owner's right to receive compensation for damages to the owner's vehicle as a condition of the owner retrieving the towed vehicle.

(h) Penalties and remedies for violations.

(1) All trespass towing.

(A) It shall be unlawful for any person to violate any of the provisions of this section, or any regulation adopted pursuant to this section. Unless otherwise stated, these violations shall constitute traffic infractions punishable by a fine of not more than that provided for a Class 4 misdemeanor.

(B) It shall be unlawful for any person to make or cause to be made any false statement in writing for the purpose of procuring a registration certificate or locality permit, or to make any false statements or entry on records required to be kept by this section.

(C) An operator shall be suspended if the operator's insurance is no longer in effect. Suspension shall be in accordance with Section 82-5-32(h)(2)(B) and (D).

(2) Locality permit operators.

(A) Denial.

(i) The Director may deny an operator's locality permit application to conduct a trespass towing business in Fairfax County if the operator:

(I) Does not have an approved storage site;

(II) Does not possess a valid business license; or

(III) Is not properly licensed by the state; or

(IV) Provides false information on the application.

(ii) The operator may reapply after application deficiencies are corrected. If the denial is based on 82-5-32(h)(2)(A)(i)(IV), the denial shall remain in force for one year from the date of denial.

(B) Suspension.

(i) The Director may suspend an operator's Fairfax County locality permit for a period of one to 60 days and/or until proof of

compliance is provided to the satisfaction of the Director for any of the following reasons, but not limited to:

(I) Operating a tow vehicle that fails to meet federal, state, and local codes.

(II) Any violations of this section which regulate conduct, reporting, and record-keeping.

(III) Occurrence of any of the grounds for denial of a registration application or locality permit, listed in Section 82-5-32(h)(2)(A).

(IV) Failure to maintain the storage site(s) and/or operation(s) in good order and repair.

(V) Failure to pay all fees and taxes imposed insofar as such fees relate to operation of a trespass towing business.

(VI) Failure to maintain proper insurance.

(VII) Valid consumer complaints regarding trespass towing operation.

(ii) Any suspension for a violation of Sections 82-5-32(h)(2)(B)(i)(I) and (VI) shall become effective upon the date of any such violation without notification pursuant to paragraph (d) below.

(C) Revocation.

(i) An operator's locality permit may be revoked by the Director for, but not limited to, any of the following reasons:

(I) If an operator fails to correct deficiencies for which the operator was suspended;

(II) The operator makes or causes or allows to be made any false statement in writing for the purpose of procuring a locality permit;

(III) If an operator makes or causes or allows to be made any false statement or entry on records required to be kept by this section;

(IV) Conducts operations in the County while under suspension;

(V) At the discretion of the Director for multiple violations by the locality permit holder of any of the provisions of this section within a twelve-month period.

(D) Notification.

(i) Written notice of any denial, suspension, or revocation under the above provisions of this section shall be given by the Director to the operator in person, or by email, and by certified mail. Such suspension or revocation shall be effective seven calendar days after the deposit of such notice in the US mail unless otherwise specified in this section.

(ii) Locality permits that have been suspended or revoked shall be returned to the Director within seven calendar days from the effective date of the suspension or revocation, provided such suspension was ordered for more than seven calendar days.

(E) Appeal. Procedure for appeal of action by the Director.

(i) If the Director denies, suspends or revokes any operator's locality permit, any party aggrieved thereby may appeal such decision to the Commission.

(ii) An appeal shall be filed with the Department of Cable and Consumer Services by the appellant or by the legal representative of the appellant. Appeals shall be in writing, and appeals shall include a brief statement of the reasons thereof. Appeals shall be filed within 45 calendar days of receipt of the notice of denial, suspension, or revocation, and signed by the appellant or the legal representative of the appellant.

(iii) Upon receipt of notice of appeal, the Commission shall set a time and place for such hearing and shall give the appellant or legal representative and the Director reasonable notice thereof. All hearings on appeals shall be scheduled and determined as promptly as practicable and in no event more than 60 calendar days from the date the notice of appeal is filed.

(iv) An appeal may be withdrawn at any time by the appellant or his agent prior to the Commission meeting by giving written notice to the Director.

(v) An appeal may also be administratively withdrawn by the Director if it is determined that the appeal was the result of an error.

(vi) The Commission shall consider the case record as well as the statements offered by any interested party and shall consider the matter de novo, and the Commission shall, upon the basis of the record before it, affirm, modify or reverse the decision of the Director.

(vii) If the Commission affirms the decision of the Director to suspend or revoke an operator's a locality permit, then the suspension or revocation shall be effective from the date of the Commissioner's order.

(viii) If the Commission reverses the decision of the Director, the Director shall issue or restore the operator's locality permit, in accordance with its order.

(ix) Except as otherwise provided in this section, an appeal of the decision of the Director to suspend or revoke an operator's locality permit shall stay the effective date of the suspension or revocation.

(x) However, if any suspension or revocation of an operator's locality permit is based on failure to follow appropriate safety procedures or falsifying documents, then the order of the Director shall remain in effect until the Commission has rendered its decision on the appeal.

(F) The provisions of this section are not exclusive and do not relieve the parties or the contracts subject thereto from compliance with all other applicable provisions of law.

(G) Code or regulatory conflict. In the event of a conflict between an action of the state and the County, the County ordinance shall be controlling, provided such provisions are no less stringent than requirements imposed by action of the state.

(i) Restrictions on towing a resident’s vehicle from multifamily dwelling unit for expired vehicle registration or expired vehicle inspection sticker.

(1) For purposes of this subsection:

"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building, including townhomes. "Multifamily dwelling unit" does not include any lot within a development created pursuant to the Property Owners' Association Act (Va. Code §

55.1-1800 et seq.), any unit within a condominium created pursuant to the Virginia Condominium Act (Va. Code § 55.1-1900 et seq.), any apartment within a horizontal property regime created pursuant to the Horizontal Property Act (Va Code § 55.1-2000 et seq.), any unit within a cooperative created pursuant to the Virginia Real Estate Cooperative Act (Va. Code § 55.1-2100 et seq.), any time-share unit within a project created pursuant to the Virginia Real Estate Time-Share Act (Va. Code § 55.1-2200 et seq.), or any lot within a subdivision created pursuant to the Subdivided Land Sales Act (Va. Code § 55.1-2300 et seq.).

"Resident's vehicle" means any vehicle that is (i) owned, leased, or used by a resident of a multifamily dwelling unit in which the parking lot is owned and maintained by the landlord; (ii) known to the landlord to be associated with such resident, by means of a permit, registry, or other document designated by the landlord for such identification purposes; and (iii) in compliance with any requirements set forth in such lease or other agreement regarding such vehicle.

"Towing operator" means any individual or company that has contracted with a landlord for the provision of parking enforcement.

(2) Notwithstanding any other provision of this Section 82-5-32, no towing operator shall tow a resident's vehicle from a parking lot owned and maintained by the landlord of a multifamily dwelling unit for an expired vehicle registration or expired vehicle inspection sticker without complying with the following requirements:

(A) The towing operator shall post written notice on the vehicle, which shall include the date of posting of such notice, that such vehicle will be towed due to an expired registration or expired vehicle inspection sticker after 48 hours from the date of the posting of such notice and that such vehicle will not be removed or towed until such period of time has passed.

(B) The towing operator shall, in addition to posting such notice on the vehicle, transmit a copy of such notice to the landlord with which he contracts for parking enforcement of the multifamily dwelling unit's parking lot.

(C) No towing operator shall remove such vehicle until the 48 hours have passed from the date of posting of such notice.

(3) If a towing operator fails to post such notice on the vehicle, or does not wait the required period of time prior to removing or requesting the towing of such vehicle, he shall be required to reimburse the resident whose vehicle was towed the value of the charges imposed for the towing, storage, and safekeeping of the vehicle and he shall also be subject to a civil penalty of $100.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall

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

3. **That the provisions of this ordinance shall take effect on July 1, 2025.**

GIVEN under my hand this ____ day of _____, 2025.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing to Consider Adoption of an Ordinance to Approve a Joint Exercise of Powers Agreement to Authorize Participation in a Trust Fund with Other Virginia Jurisdictions for the Purpose of Investing Public Funds

ISSUE:
Authorization to advertise a public hearing to consider adoption of an ordinance to approve a joint exercise of powers agreement that authorizes participation in a trust fund as an additional resource for the investment of public funds held by the County. Atlantic Union Municipal Advisors, Inc., a Virginia Corporation, has created the Virginia Municipal Investment Trust, a trust fund as a means by which local jurisdictions can obtain the benefits of enhanced earnings through short-term, medium-term, and reserve fund investing in a professionally managed investment pool.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing to consider an ordinance approving a joint exercise of powers agreement for the purpose of participation in the Virginia Municipal Investment Trust (VA MINT) in cooperation with other jurisdictions in the Commonwealth of Virginia.

The VA MINT offers Virginia jurisdictions an investment option that reduces costs through expense sharing and opens investment opportunities that might not be available to them if acting individually. The VA MINT is structured to require that all investments are in accordance with the requirements and restrictions of Virginia law, under the supervision of local treasurers, directors of finance and municipal investment managers. The objective of this pool, unlike others, such as the Local Government Investment Pool (LGIP) managed by the Virginia Department of Treasury, is to invest in a variety of products while streamlining multiple portfolios into a single flexible and liquid product that allows for targeted maturities to improve interest potential. The ability to invest in the VA MINT would expand the County's revenue options in line with its three fundamental investment principles: continued safety of principal, adequacy of liquidity, and reasonable return on investment.

TIMING:
It is proposed that the Board authorize advertisement on April 22, 2025, for a public hearing to be held on June 10, 2025, at 4:30 p.m.

BACKGROUND:
Local jurisdictions are permitted by Virginia law to invest public funds, subject to clearly defined limits as to the type of securities and the credit quality of the investments. Monies needed to meet bill-paying and other short-term obligations are typically invested in money market accounts or certificates of deposit or placed with an external money manager. Many jurisdictions utilize the Local Government Investment Pool (LGIP) managed by the Virginia Department of the Treasury for this purpose. Because monies placed with LGIP can be drawn upon with no advance notice, the LGIP invests in short-term securities. Those securities historically produce lower returns to investors than are available with a longer investment horizon. Nonetheless, the availability of funds with the LGIP make it a very efficient investment option for many local jurisdictions. However, jurisdictions utilizing the LGIP and similar pools are limited by overnight availability requirements, forcing either additional monies to be invested through alternative purchases at additional expense to the jurisdictions, or potentially leaving interest revenue on the table by not better targeting maturities to expenditures. Furthermore, it subjects the jurisdictions to risk with interest rate changes, as overnight rates are subject to change compared to other fixed-income products.

Atlantic Union Municipal Advisors, a subsidiary of Atlantic Union Bank, is addressing this gap by establishing the VA MINT. In November 2024, the City of Danville and Henry County, by separately approved ordinances, intend to establish a trust fund under the authority of *Section 15.2-1300 of the Code of Virginia*, Virginia's Joint Powers Act, as further described in the VA MINT Trust Fund Agreement (the "Agreement"), attached hereto as Exhibit A to the proposed ordinance. A jurisdiction may join the VA MINT by entering into a Trust Joinder Agreement after approval of its participation in the trust fund by the locality by adoption of an ordinance. By entering into the Trust Joinder Agreement, a jurisdiction agrees to participate in the VA MINT in accordance with the terms of the Agreement. An extensive outreach program has been conducted and there is substantial interest in participating in the trust at other jurisdictions and eligible organizations.

Thus, participation by Fairfax County requires adoption of an ordinance authorizing the County to become a "Participating Political Subdivision." The proposed ordinance designates the Director Finance as a trustee for the County with respect to the Trust Fund and authorizes the Director of Finance to execute the Trust Joinder Agreement. A copy of the proposed ordinance and Trust Joinder Agreement is included in Attachment 1.

EQUITY IMPACT:
This action relates to the Countywide Strategic Plan related to Effective and Efficient Government. The passage of this ordinance does not have an equity impact and has no inequity identified.

FISCAL IMPACT:
Approval of this ordinance and the County's subsequent participation in the VA MINT is expected to result in increased investment revenue. The amount of such additional revenue, based on the timing and size of any County investments and ever-changing market conditions, cannot be reliably estimated.

ENCLOSED DOCUMENTS:
Attachment 1: An Ordinance to Adopt the Virginia Municipal Investment Trust for the Purpose of Investing Moneys Belonging to County of Fairfax, Virginia, with Exhibits as Follows:

- Virginia Municipal Investment Trust Agreement (Exhibit A)
- Trust Joinder Agreement for Participating Political Subdivisions in the Virginia Municipal Investment Trust (Exhibit B)

Attachment 2: Virginia Municipal Investment Trust Investment Policy Statement

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher J. Pietsch, Director, Department of Finance
Christopher Hartl, Division Chief, Department of Finance

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

ORDINANCE TO APPROVE A JOINT EXERCISE OF POWERS AGREEMENT TO AUTHORIZE PARTICIPATION IN THE VIRGINIA MUNICIPAL TRUST FUND WITH OTHER VIRGINIA JURISDICTIONS

AN ORDINANCE to approve participation in the Virginia Municipal Investment Trust Fund for the purpose of investing monies belonging to or within the County's control, other than sinking funds, in certain authorized investments in accordance with Section 2.2-4501 of the Virginia Code.

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of the government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all monies belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of Section 15.2-1300 of the Virginia Code provided that the participating political subdivisions shall approve such agreement before the agreement may enter into force; and

WHEREAS, the City of Danville, Virginia and the County of Henry, Virginia have determined to jointly establish and participate in the Virginia Municipal Investment Trust Fund (the "Trust Fund") for each such locality; and

DRAFT

WHEREAS, the Board of Supervisors of Fairfax County, Virginia has determined that it is in the best interests of Fairfax County to become a participating locality in the Trust Fund; and

NOW, THEREFORE THE BOARD OF SUPERVISORS OF FAIRFAX HEREBY ORDAINS THE FOLLOWING:

§ 1 The Board of Supervisors of Fairfax County shall participate in the Trust Fund for the purpose of investing moneys determined to derive the most benefit from this investment strategy, belonging to it or within its control, other than sinking funds, in certain authorized investments in accordance with Section 2.2-4501 of the Virginia Code, which Trust Fund has been established and shall operate as set forth in the Virginia Municipal Investment Trust Trust Fund Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A.

§ 2 The Board of Supervisors of Fairfax County shall become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 The Board of Supervisors of Fairfax County hereby designates the Director of Finance of Fairfax County to serve as the trustee of Fairfax County with respect to the Trust Fund, to determine what funds under the control of the Director of Finance control shall be invested in the Trust Fund and to perform the responsibilities of the "Chief Investment Officer," as described in the Agreement, on behalf of Fairfax County.

§ 4 The Board of Supervisors of Fairfax County hereby authorizes the Director of Finance to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions Virginia Municipal Investment Trust ("Trust Joinder Agreement"), a copy of which is attached hereto as Exhibit B.

§ 5 This ordinance shall be in force and effect upon its adoption or passage.

Exhibits: Virginia Municipal Investment Trust Trust Fund Agreement ("Exhibit A")
Trust Joinder Agreement ("Exhibit B")

GIVEN under my hand this _____ day of _____ 2025.

_____
Clerk for the Board of Supervisors

DRAFT

VIRGINIA MUNICIPAL INVESTMENT TRUST
TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and among the Participating Political Subdivisions that are signatories hereto; the Participating Political Subdivisions that execute Trust Joinder Agreements, in a form substantially similar to the document attached as Exhibit A hereto, for the purpose of participating in the Virginia Municipal Investment Trust ("VA MINT," or the "Trust"); their duly elected Treasurers or other Chief Investment Officers, as appropriate, who are empowered by law to invest the public funds of such Participating Political Subdivisions; and those individuals named as Trustees pursuant to Section 107 hereof and their successors (the "Board of Trustees," or the "Board").

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et *seq*.). of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Danville and the County of Henry (the "Initial Participants") have adopted ordinances or resolutions, or otherwise taken steps required by law or rule, to authorize and approve participation in the Virginia Municipal Investment Trust Fund for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Municipal Investment Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq*.); and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, The Participating Political Subdivisions, together with their Treasurers or Chief Investment Officers, hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law; and, further, the parties hereto mutually agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of this Article I are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. NAME

The name of the trust created by this Agreement shall be the "Virginia Municipal Investment Trust" and the Board and/or any other authorized individual or entity shall conduct and carry on the activities of the Trust established hereunder, execute all documents, and sue or be sued, under that name. The Board may use such other formal or informal designations, including "VA MINT," in connection with the business of the Trust, and may adopt such other names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such adopted designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the Commonwealth of Virginia or the United States of America so as to protect and reserve the right of the Trust in and to such names.

Section 102. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

102.1 Administrator. The term "Administrator" shall mean a person or other qualified entity duly designated by the Board of Trustees pursuant to the terms hereof to administer VA MINT.

102.2 Beneficial Interest. The right of a party to some distribution or benefit from VA MINT; a vested interest in VA MINT's assets.

102.3 Business Day. Means a day on which banks are not required or authorized by law to close in the State and on which the Investment Manager or Custodian is not closed.

102.4 Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

102.5 Custodian. The term "Custodian" means U.S. Bank, or any other bank, mutual fund, insurance company or other qualified entity selected by the Board of Trustees, under a separate

written document with each, to accept contributions from Participating Political Subdivisions and to otherwise hold some or all of the assets of VA MINT.

102.6 Effective Date. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by either or both of the Initial Members approving such governmental entity or entities as Participating Political Subdivisions in VA MINT; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; and (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator.

102.7 Participating Political Subdivision. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in VA MINT, or is otherwise entitled to participate in accordance with State law, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

102.8 Treasurer. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Nothing in this Agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in VA MINT created under this Agreement.

102.9 Chief Investment Officer. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to VA MINT. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection 102.8. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall serve on the Board of Trustees established hereby.

102.10 Fiscal Year. The first fiscal year of VA MINT shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2024. Each subsequent fiscal year of VA MINT shall begin on the first day of July and end on the thirtieth day of June.

102.11 Investment Manager or AUMA. The term "Investment Manager" or "AUMA" shall mean Atlantic Union Municipal Advisors, Inc., a Virginia Corporation, and/or any person or persons appointed, employed, or contracted with by the Administrator on behalf of the Trust pursuant to Section 202.3 hereof.

102.12 Investment Policy. The term "Investment Policy" means the Virginia Municipal Investment Trust Investment Policy, as established by the Board of Trustees, as may be amended from time to time.

102.13 Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

102.14 State. The term "State" means the Commonwealth of Virginia.

102.15 Supermajority. When used with reference to a vote hereunder, the term "Supermajority" shall mean the vote of not less than 75% of those entitled to vote.

102.16 Trust Fund, Trust, or VA MINT. The terms "Trust Fund," "Trust," or "VA MINT" shall mean the Virginia Municipal Investment Trust, comprising of all of the assets set aside hereunder.

102.17 Trust Joinder Agreement. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A or any form substantially similar, pursuant to which a Participating Political Subdivision participates in VA MINT once executed by a duly authorized officer of such Participating Political Subdivision and, in connection with which, the Treasurer or Chief Investment Officer, as the case may be, serves as the trustee of such Participating Political Subdivision, and thereby agrees to be bound by the terms and conditions of the Virginia Municipal Investment Trust Fund Agreement, as provided in Article III hereof.

102.18 Trustees. The term "Trustees" means the individuals who serve on the Board of Trustees of VA MINT pursuant to Section 107 hereof and their successors.

102.19 Virginia Code. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

102.20 Enhanced Cash Pool. The name of one of the portfolios of VA MINT, into which assets of VA MINT are invested for purposes of providing VA MINT participants with safety of principal, liquidity and return by taking moderate interest rate and liquidity risk by investing in a diversified portfolio of high-quality securities. While not guaranteed, the Enhanced Cash Pool intends to maintain a Net Asset Value of $1.00 per share.

102.21 Flex-Term Pool. The name of one of the portfolios of VA MINT, into which assets of VA MINT are invested for purposes of providing a series of investment options subject to pre-set redemption periods ranging from 60 days to one year from the time of investment, to meet the cash management needs of the Participating Political Subdivisions. The Virginia MINT Flex Term Pool will seek to provide the highest investment return consistent with maintaining principal at maturity and meeting such pre-set redemption schedule.

Section 103. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

103.1 General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the

Participating Political Subdivisions and defraying the reasonable expenses of administering VA MINT; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of VA MINT so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer VA MINT in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.24500 et. *seq*.)

103.2 Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of VA MINT and shall conduct the business and activities of VA MINT in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

103.3 Trustees' Liabilities. No Trustee shall be liable: for any act of omission or commission by any other Trustee; for any action taken pursuant to this Agreement in good faith; or for an act of omission except bad faith or gross negligence. The Trustees are hereby authorized and empowered to obtain, at the expense of VA MINT, liability insurance fully protecting the respective Trustees, the Administrator, and VA MINT from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. VA MINT shall save, hold harmless and indemnify the Trustees from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

103.4 Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

103.5 Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

103.5.1 The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.

103.5.2 The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.

103.5.3 The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from VA MINT.

103.5.4 The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

103.5.5 The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that

are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

103.6 Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

103.7 Meetings.

103.7.1 The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of VA MINT or at such other location as may be acceptable to a majority of the Trustees, including via a virtual, online secure meeting platform. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by U. S. mail to the respective addresses of the Trustees as recorded in the office of VA MINT or by electronic mail. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

103.7.2 A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present, shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting. Robert's Rules of Order shall be the parliamentary authority to govern meetings of the Board, unless the Board adopts such other authority.

103.8 Office of VA MINT. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of VA MINT. The initial address of the office for the administration of VA MINT shall be 4300 Cox Road, Glen Allen, VA 23060, unless and until the Administrator establishes another office. The address of such office is to be made known to the parties interested in or participating in VA MINT and to the appropriate governmental agencies. The official books and records pertaining to VA MINT and its administration shall be kept and maintained at the by the Administrator at the office of VA MINT.

103.9 Execution of Documents. A certificate signed by a person designated hereunder by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any

such certificate or other instrument so signed shall be kept and maintained at the office of VA MINT and may be relied upon as an action of the Trustees.

103.10 Appointment and Removal of Administrator. The Board of Trustees may appoint an Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of VA MINT. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on the vote of a Supermajority of the members of the Board of Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

103.11 Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement, or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

103.12 Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 104. ADMINISTRATIVE POWERS AND DUTIES.

104.1 Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq*.), and subject to the requirements and limitations imposed by the common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et *seq*.), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator or any other third party as selected by the Board of Trustees, or through a Custodian selected by the Board of Trustees the following administrative powers and authority with respect to VA MINT:

104.1.1 To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.

104.1.2 To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

104.1.3 To continue to hold any property of VA MINT that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of VA MINT or anticipated distributions therefrom.

104.1.4 To hold property of VA MINT in the name of VA MINT, or in the name of a nominee or nominees (*e.g.*, registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of VA MINT property in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of VA MINT and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

104.1.5 To employ in the management of VA MINT suitable agents, attorneys, advisors, and other professionals, without liability for any loss occasioned by any such person, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

104.1.6 To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers, or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

104.1.7 To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 104 or Section 202, to administer or carry out the purposes of VA MINT, or as otherwise is in the best interests of VA MINT; provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

104.1.8 To adopt rules and regulations governing the Trustees' operations and procedures.

104.1.9 To contract with municipal corporations, political subdivisions, and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

104.1.10 To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.

104.1.11 To establish and charge fees for participation in VA MINT and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

104.1.12 To collect and disburse all funds due or payable from VA MINT, under the terms of this Agreement.

104.1.13 To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

104.1.14 To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

104.1.15 To determine, consistent with the applicable law and the procedures under VA MINT, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of VA MINT.

104.1.16 Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

104.1.17 To contract for, purchase or otherwise procure insurance and investment products.

104.1.18 To employ transfer agents for the purposes of maintaining records of the funds and investments held by VA MINT and providing the usual and customary services performed by transfer agents.

104.2 Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of VA MINT and the provisions of this Agreement and applicable law. The Administrator shall immediately make application for appropriate insurance, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond or insurance shall be paid from VA MINT, which bond or insurance shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond or insurance coverage is refused, or is ever cancelled, the Administrator may be removed on a Supermajority vote of the Trustees then serving.

Section 105. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

105.1 Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of VA MINT all taxes, if any, properly imposed or levied with respect to VA MINT, or any

part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting VA MINT or any part thereof.

105.2 Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of VA MINT including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of VA MINT or the Trustees. All remaining funds received by the Trust shall be set aside, managed, and used only for the benefit of Participating Political Subdivisions.

Section 106. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the initial office of VA MINT in care of the Administrator at the address set forth in Section 103.8 hereof. Thereafter, communications to the Trustees or to the Administrator shall be sent to them at the duly established office of VA MINT.

Section 107. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

107.1 Appointment of Trustees and Length of Appointment. The initial number of voting Trustees serving on the Board of Trustees shall be two, and the total number of voting Trustees shall be no more than five (5).

107.1.1 The initial group of Trustees to establish VA MINT shall be the following: (a) the Treasurer or other duly appointed Chief Investment Officer or other representative of the City of Danville; and (b) the Treasurer or other duly appointed Chief Investment Officer or other representative of the County of Henry.

107.1.2 Thereafter, each Treasurer or other duly appointed Chief Investment Officer or other representative of subsequent Participating Political Subdivisions shall become Trustees, until such time as the total number of Trustees shall be five (5).

107.1.3 The Administrator shall serve as a non-voting *ex officio* trustee.

107.1.4 On no less than an annual basis, the Board of Trustees shall appoint a chairperson to lead the meetings of the Board of Trustees.

107.1.5 The Board of Trustees may, by approval of a majority of the then-serving Trustees, appoint such non-voting trustees to the Board of Trustees as it deems appropriate.

107.2 Designation. A Treasurer or other duly appointed Chief Investment Officer shall have the authority to appoint a delegate to discharge his or her duties as member of the Board of

Trustees hereunder, and such individual shall be deemed a member of the Board of Trustees upon such designation.

107.3 Restrictions on Board Service. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Manager or a Custodian.

107.4 Resignation of a Trustee.

107.4.1 A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees.

107.4.2 The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

107.4.3 Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of VA MINT any and all records, books, documents or other property in his or her possession or under his or her control which belong to VA MINT.

107.4.4 Upon such resignation, the Participating Political Subdivision represented by the resigning Trustee shall appoint a new Trustee to serve in his/her stead.

107.5 Removal of a Trustee.

107.5.1 Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which resignation is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement. If a Trustee is removed hereunder, then the Participating Political Subdivision represented by such removed Trustee shall appoint a successor Trustee.

107.5.2 A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Political Subdivision that he/she represents is no longer a Participating Political Subdivision in VA MINT. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

107.5.3 Upon removal of a Trustee where the Political Subdivision that he/she represents is no longer a Participating Political Subdivision in VA MINT, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees, even if such remaining Trustees constitute less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson.

107.5.4 A Trustee shall relinquish his or her office *ipso facto* when he or she no longer serves as Treasurer, Chief Investment Officer, or other duly appointed representative of a Participating Political Subdivision. In that case, and notwithstanding anything herein to the contrary, such Trustee shall be replaced by the then-current Treasurer, Chief Investment Officer, or other duly appointed representative of the same Participating Political Subdivision.

107.6 Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the Trustees take the other actions established in this subsection.

Section 108. BONDING.

The Board of Trustees shall immediately make application for a fidelity bond or other appropriate insurance, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bond or insurance shall be paid from VA MINT, which bond or insurance shall be continued in force in such amount as the Board of Trustees may from time to time require. If such a bond or insurance coverage is refused or cancelled due to the service on the Board of Trustees by any Trustee, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

ARTICLE II
INVESTMENTS

Section 200. APPLICATION.

The provisions of Article apply to the investments of VA MINT.

Section 201. ADMINISTRATION OF TRUST.

201.1 General. All such assets shall be held by the Trustees in VA MINT.

201.2 Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to VA MINT, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in VA MINT shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of VA MINT. All contributions by a Participating Political Subdivision shall be transferred to VA MINT to be held, managed, invested and distributed as part of VA MINT by the Trustees in accordance with the provisions of this Agreement and applicable law.

201.3 Applicable Laws and Regulations, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to VA MINT.

201.4 Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of VA MINT, but shall have an undivided beneficial interest in VA MINT; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF VA MINT.

202.1 Authority of Trustees. Except as otherwise set forth in this Section 202, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of VA MINT held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

202.2 Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop and adopt written Investment Policies establishing guidelines applicable to the investment of the assets of VA MINT, and from time to time shall modify such Investment Policies, in light of the short and long-term financial interests of the Participating Political Subdivisions and VA MINT. The Investment Policies shall serve as the description of the funding policies and method for VA MINT.

202.3 Investment Manager.

202.3.1 From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Manager, pursuant to a written investment advisory or management agreement with each, describing the powers and duties (including the compensation) of the Investment Manager with regard to the management of all or any portion of any investment or trading account of VA MINT. The Investment Manager shall review with the Board of Trustees, a minimum of every calendar quarter: the Investment Policy; the suitability of VA MINT's investments with regard to applicable law, sound investment practices, and in consideration of expected distribution policies of the investments; the performance of the Investment Managers; the asset allocations maintained by the Investment Managers; and the investments' and asset allocation's consistency with the objectives of the Investment Policy.

202.3.2 The initial Investment Manager shall be AUMA. The Board of Trustees hereby ratifies such appointment. The Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

202.3.3 The Investment Manager shall maintain an asset allocation for VA MINT, in its reasonable discretion, that is consistent with the objectives of the Investment Policy and applicable law.

202.3.4 AUMA, and any subsequently appointed Investment Manager, may be removed upon the votes of a Supermajority of the then-constituted Board of Trustees.

202.4 Custodian.

202.4.1 The Custodian is responsible for holding all funds and securities in a separate account in the name of VA MINT, collecting all income and principal due VA MINT from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between VA MINT and the Custodian.

202.4.2 The Board on behalf of VA MINT shall employ a bank or trust company organized under the laws of the United States of America or the Commonwealth of Virginia. The Custodian shall be subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian.

202.4.3 The Custodian shall have such duties as are set forth in the Custodian Agreement. Such agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty within an appropriate time specified in such agreement. In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

202.4.4 The initial Custodian shall be U.S. Bank, and such appointment is hereby ratified by the Board of Trustees.

202.4.5 The Custodian shall be compensated for its recurring, usual and customary services.

202.5 Absence of Trustees' Responsibility for Investment Manager. Except to the extent provided herein, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of VA MINT that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Manager any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager; and The Board of Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

202.6 Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of VA MINT as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause VA MINT to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by VA MINT.

202.7 Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in VA MINT and shall hold VA MINT in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

202.7 Record of Shares. The Trust shall maintain records which shall contain the names and addresses of Participating Political Subdivisions; the number of shares representing their respective interests hereunder; and a record of all allocations and redemptions. Such records shall be conclusive as to the identity of the Participating Political Subdivisions to which shares are allocated. Only those Participating Political Subdivisions whose allocation of shares is recorded in the Trust records shall be entitled to receive distributions with respect to shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it, until it has given its appropriate address to the Trust.

202.9 Maintenance of Records. The Administrator, or such other entity appointed by the Board, shall record the allocations of shares in the records of the Trust.

202.10 No Transfer of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to VA MINT itself for purposes of redemption. However, shares may be redeemed from one Participating Political Subdivision's account and the proceeds deposited directly into another Participating Political Subdivision's account upon instructions received from both respective Participants.

202.11 Limitation of Responsibility. The Board of Trustees shall not, nor shall the Participating Political Subdivisions or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such shares by any Participating Political Subdivision or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participating Political Subdivision recorded as the Participating Political Subdivision to which such shares are allocated. The receipt of moneys by the Participating Political Subdivision in whose name any share is recorded or by the duly authorized agent of such Participating Political Subdivision shall be a sufficient discharge for all moneys payable or deliverable in respect of such shares and from all responsibility to see the proper application thereof.

Section 203. ACCOUNTS.

The Board of Trustees shall keep or cause to be kept at the expense of VA MINT accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Manager to account separately for each Investment Manager's portion of VA MINT.

Section 204. DISBURSEMENTS FROM THE TRUST.

204.1 Trust Payments. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from VA MINT, in accordance with rules and regulations established by the Board of Trustees. Payments from VA MINT shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by VA MINT in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

204.2 Payments from the Trust to Participating Political Subdivisions. Any and all allocated shares may be redeemed at the option and as directed by the Treasurer of Chief Investment Officer of each Participating Political Subdivision upon and subject to the terms and conditions provided in this Agreement and the Investment Policy. VA MINT shall, upon application of any Participating Political Subdivision, redeem from such Participating Political Subdivision allocated shares for an amount per share equivalent to the proportional interest in the net assets of VA MINT at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participating Political Subdivisions to withdraw funds from the Trust.

204.3 Allocation of Expenses.

204.3.1 The Board of Trustees shall pay all expenses of VA MINT from the assets in VA MINT. All expenses of VA MINT, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees.

204.3.2 All expenses of VA MINT which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

204.3.3 The Board of Trustees hereby directs the Administrator to pay such necessary and customary fees and expenses already incurred and associated with the formation and operation of VA MINT until the Effective Date, including legal, accounting, and other expenses, upon request, and to reimburse, upon request, any other entity advancing payment for such fees and expenses, and hereby ratifies any and all agreements with service providers and expenses incurred to date.

Section 205. INVESTMENT PORTFOLIOS.

205.1 Establishment of Portfolios. The Board of Trustees shall initially establish two (2) investment portfolios within VA MINT pursuant to the Investment Policies, for communication to, and acceptance by, Treasurers and Chief Investment Officers:

205.1.1 Enhanced Cash Pool. This pool is established so that VA MINT may make investments therein for purposes of providing VA MINT participants with safety of

principal, liquidity and return by taking moderate interest rate and liquidity risk by investing in a diversified portfolio of high-quality securities.

205.1.2 Virgina MINT Flex Term Pool. This pool is established so that VA MINT may make investments therein for purposes of providing a series of investment options subject to pre-set redemption periods ranging from 60 days to one year from the time of investment, to meet the cash management needs of the Participating Political Subdivisions.

205.2 Separately Managed Accounts. The Board of Trustees authorizes the Investment Manager to offer, and each Participating Political Subdivision to participate in, a separately managed account program ("SMA"), at the discretion of each Participating Political Subdivision. By the SMA, each Participating Political Subdivision electing to participate may invest in longer-term fixed income securities, in a customized manner as coordinated between the Investment Manager and each Participating Political Subdivision that elects to participate in the SMA. The Investment Manager shall establish "break points" for fees associated with participation in the SMA, which break points shall be cumulative across all Participating Political Subdivisions that participate in the SMA, such that the total number of assets directed to the SMA from all Participating Political Subdivisions (and not per each Participating Political Subdivision) shall be used to determine the appropriate fee break point. The SMA shall conform to the Investment Policies and the terms thereof shall be agreed to by the Investment Manager and the Participating Political Subdivision.

205.3 Other Investment Options.

205.3.1 Upon consultation with the Investment Manager, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the current investment options.

205.3.2 The determination to add alternative investment options to the Investment Policies, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of VA MINT as appropriate.

205.5.3 The Trustees shall manage, acquire, or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

205.5.4 If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

205.5.6 Separate investment funds within VA MINT and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

ARTICLE III
PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of This Article III set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

301.1 Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in VA MINT and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

301.2 Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in VA MINT, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as set forth in Exhibit A hereto, or as otherwise prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

301.3 Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a Supermajority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in VA MINT and removal of such Participating Political Subdivision's Trustee representative in accordance with its usual withdrawal policies.

ARTICLE IV
OFFICERS

Section 400. APPLICATION.

The provisions of Article IV set forth provisions regarding the officers of VA MINT.

Section 401. ELECTION AND REMOVAL OF OFFICERS.

401.1 Election of Officers; Terms. The Board of Trustees shall appoint the officers of VA MINT. The officers of VA MINT shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

401.2 Removal of Officers; Vacancies. Any officer of VA MINT may be removed summarily with or without cause, at any time, on the vote of three-quarters of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

402.1 Duties, Generally. The officers of VA MINT shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

402.2 Duties of the Chairperson.

402.2.1 The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings.

402.2.2 The Chairperson may sign and execute in the name of VA MINT stock certificates, deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of VA MINT or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees.

402.2.3 In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

402.3 Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

402.4 Duties of the Secretary.

402.4.1 The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees.

402.4.2 The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The Secretary shall see that all notices required to be given by VA MINT are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of VA MINT stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement.

402.4.3 The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of VA MINT relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 500. APPLICATION.

The provisions of this Article V shall apply generally to matters related to this Agreement.

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

503.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

503.2 Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF POOLS.

504.1 Duration. VA MINT shall be perpetual, subject to the termination provisions contained herein.

504.2 Amendment.

504.2.1 This Agreement may be amended in writing at any time by the vote of a Supermajority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of VA MINT for any purpose other than those specified herein.

504.2.2 The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in VA MINT by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments.

504.3 Withdrawal and Termination.

504.3.1 Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby, including VA MINT, by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. VA MINT may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and VA MINT will then be terminated in its entirety pursuant to Virginia law.

504.3.2 In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer, or distribute the affected assets of VA MINT in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

504.3.3 In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of VA MINT shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in VA MINT, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines reasonable to distribute such Participating Political Subdivision's interest.

504.3.4 A Participating Political Subdivision must provide written notice of its intent to terminate its participation in VA MINT by registered mail signed by the appropriate official of such Participating Political Subdivision and delivered to the Administrator.

504.3.5 Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of VA MINT to Participating Political Subdivisions upon termination of this Agreement or VA MINT, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

504.3.6 When all of the assets of VA MINT affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting VA MINT, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of VA MINT, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

VA MINT shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of VA MINT may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in VA MINT, and no payments of

interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

506.1 The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board of Trustees shall be sent by the Secretary or its designee to each member of the Board of Trustees.

506.2 All meetings of the Board of Trustees shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708.2 or 2.2-3708.3 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes VA MINT to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes VA MINT to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee VA MINT from loss or depreciation or for the payment of any amount which may become due to any person under this Agreement.

Section 512. PARTIES BOUND; NO THIRD-PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

[*SIGNATURE PAGES FOLLOWS*]

IN WITNESS WHEREOF, the Chief Investment Officer has caused this Trust Agreement to be executed this 4th day of December, 2024.

CHIEF INVESTMENT OFFICER OF
City of Danville, **VIRGINIA**

Michael L Adkins

Michael L. Adkins

ATTEST:

Joy J Jones

JOY J. JONES
NOTARY PUBLIC • REG. # 7821306
Commonwealth of Virginia
My Commission Expires 04/30/2028

IN WITNESS WHEREOF, the Treasurer has caused this Trust Agreement to be executed this 3 day of December, 2024.

TREASURER OF
Henry County, **VIRGINIA**

Scott B. Grindstaff

Scott B. Grindstaff

ATTEST:
Debbie Scott

EXHIBIT A

TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS
VIRGINIA MUNICIPAL INVESTMENT TRUST

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the _____ ,Virginia (herein referred to as the "Treasurer/Chief Investment Officer"), the _____, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the Virginia Municipal Investment Trust (herein referred to as "VA MINT").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize, or has otherwise taken action required by law or rule to authorize and approve, participation in VA MINT and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to VA MINT and to determine what funds under the Treasurer's/Chief Investment Officer's control shall be invested in VA MINT, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, VA MINT, in accordance with the terms of the Virginia Municipal Investment Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in VA MINT; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of _____, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable _____, Virginia, to become a Participating Political Subdivision in VA MINT and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the _____, Virginia, is a Participating Political Subdivision in VA MINT, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of _____, Virginia, in VA MINT in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in VA MINT to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of VA MINT, but shall have an undivided beneficial interest in VA MINT; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. VA MINT shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

TREASURER/CHIEF INVESTMENT OFFICER OF

_____, VIRGINIA

_____

_____

_____

ATTEST:

_____

* * * *

ACCEPTANCE:

VIRGINIA MUNICIPAL INVESTMENT TRUST

By:_____

TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS
VIRGINIA MUNICIPAL INVESTMENT TRUST

THIS TRUST JOINDER AGREEMENT is made by and between the Director of Finance of the County of Fairfax, Virginia (herein referred to as the "Treasurer/Chief Investment Officer"), the County of Fairfax, Virginia (herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the Virginia Municipal Investment Trust (herein referred to as "VA MINT").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize, or has otherwise taken action required by law or rule to authorize and approve, participation in VA MINT and has designated the Director of Finance to serve as the trustee of the Participating Political Subdivision with respect to VA MINT and to determine what funds under the control of the Director of Finance shall be invested in VA MINT, and has authorized the Director of Finance to enter into this Trust Joinder Agreement; and

WHEREAS, VA MINT, in accordance with the terms of the Virginia Municipal Investment Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in VA MINT; and

WHEREAS, the Director of Finance, upon the authorization of the governing body of the County of Fairfax, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the County of Fairfax, Virginia, to become a Participating Political Subdivision in VA MINT and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the County of Fairfax, Virginia, is a Participating Political Subdivision in VA MINT, as provided in the Agreement, and the Director of Finance is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the County of Fairfax, Virginia, in VA MINT in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Director of Finance shall cause appropriations designated by the Participating Political Subdivision for deposit in VA MINT to be deposited into a depository designated by the Trustees and shall perform the responsibilities of the "Chief Investment Officer," as described in the Agreement, on behalf of the Participating Political Subdivision.

4. The Director of Finance shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of VA MINT but shall have an undivided beneficial interest in VA MINT; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Director of Finance shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment and shall promptly update all such information. The Director of Finance shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. VA MINT shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Director of Finance and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees in accordance with the terms of the Agreement, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Director of Finance, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Director of Finance may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Director of Finance has caused this Trust Joinder Agreement to be executed this _____ day of _____, 2025.

DIRECTOR OF FINANCE

COUNTY OF FAIRFAX, VIRGINIA

_____
Christopher J. Piestch, Director of Finance

ATTEST:

_____

* * * *

ACCEPTANCE:

VIRGINIA MUNICIPAL INVESTMENT TRUST

By:_____

VIRGINIA MUNICIPAL INVESTMENT TRUST

Investment Policy Statement

11/16/2023

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PURPOSE

This Investment Policy Statement ("Policy Statement") describes the investment policy, objectives, guidelines, and goals for the Virginia Fixed Income Rates Series Trust ("Virginia MINT"). It is set forth in order to:

1. State the general investment policy under which the Virginia MINT pools will be invested.
2. Assign responsibilities for all parties involved in the administration and management of Virginia MINT and the Virginia MINT investment pools.
3. Establish for all parties involved a clear understanding of:
   a. Investment objectives,
   b. Investment guidelines including allowable and prohibited investments,
   c. Specific investment strategy for each Virginia MINT pool, and
   d. The ongoing review of investment results.

POLICY

This Policy Statement has been adopted by the Board of Trustees of Virginia MINT ("Virginia MINT Board") to ensure the investment of Virginia MINT pool assets in a manner consistent with the investment objectives, with the requirements of the Investment of Public Funds Act of the Code of Virginia §2.2-4500, et seq., and the standards of a S&P/Fitch 'AAAf' fund rating. Pursuant to the Code of Virginia §2.2-4514, Virginia MINT shall invest and manage pool assets solely in the interest of participating political subdivisions and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

OBJECTIVES

The Virginia Municipal Investment Trust was created to provide political subdivisions of the Commonwealth of Virginia a series of investment pools to support their cash management and short-term investment needs offering diversification, liquidity, and professional investment management. The primary objectives of the Virginia MINT pools are:

1. Safety of Principal
2. Liquidity
3. Investment Return

The Virginia MINT pools shall be comprised solely of investments authorized in this Investment Policy Statement and in compliance with the Investment of Public Funds Act (§2.2-4500, et seq.) applicable to municipal corporations and other political subdivisions. The Virginia MINT Enhanced Cash pool and the Virginia MINT Flex Term pool shall be managed in accordance with the requirements of a S&P/Fitch 'AAAf' fund rating.

INVESTMENT RISKS

The Virginia MINT pools are subject to the following risk factors that could impact overall performance and could result in a loss for participants.

- *Interest Rate Risk.* When interest rates rise sharply or unexpectedly, the market value of the pool holdings will decline, which may cause the share price to fall.
- *Credit Risk.* The issuer of a security may fail to repay interest or principal in a timely manner or the credit quality of an issuer may deteriorate resulting in a decline in the market value or decreased liquidity of that issuer's securities. Additionally, the credit quality of the pool's holdings can change rapidly in certain market conditions. The default or decline in credit quality of a single holding could have an adverse impact on the pool share price.
- *Liquidity Risk.* The market value of the pool holdings, and the pool share price, may decline due to general market conditions that make it harder to sell individual securities at, or close to, carrying value or in a reasonable time period. Liquidity conditions may change rapidly, and this may have a negative impact on the market value of the pool holdings.
- *Reinvestment Risk.* The pool yield will vary as securities mature or are sold and may result in reinvestment at a lower yield.
- *Management Risk.* The pools are actively managed and depend on the Investment Manager's decisions regarding markets, interest rates, liquidity, issuers, relative value, and the timing of purchases and sales. The pools could experience losses if these decisions prove incorrect.
- *Early Redemption Risk.* Market price adjustments to account security holdings in the form of early redemption penalties charged to a Participant could reduce or eliminate investment gains and could mean that the amount that Participant receives back is less than the initial investment.
- *U.S. Government Default Risk.* Obligations of the U.S. Government and certain agencies and authorities depend on the full faith and credit of the U.S. Government. A default could result in a decline in the value of pool holdings as well as decreased liquidity for impacted securities. Certain U.S. Government agencies may not be backed by the full faith and credit of the U.S. Government and no assurance can be given that it will provide financial support of its agencies and authorities if it is not legally required to do so.
- *Market Disruption Risk.* The market value of the pool holdings may decline due to factors that affect an individual issuer or a particular industry or sector. Natural or environmental disasters, widespread public health emergencies, war, military conflict, acts of terrorism, or other events may have a negative impact on the pool holdings. Periods of significant or acute market disruption may limit the Investment Manager's ability to effectively implement the investment strategy.
- *Yield Risk.* When interest rates are very low or negative the pool may not be able to maintain a positive yield.

PERMITTED INVESTMENTS

The Virginia MINT Board has authorized the Investment Manager to invest in the following categories of securities that are applicable to municipal corporations and other political subdivisions pursuant to the Investment of Public Funds Act of the Code of Virginia §2.2-4500, et seq.

1. Bonds, notes and other obligations of the United States, and securities unconditionally guaranteed as to the payment of principal and interest by the United States, or any agency thereof. Such securities may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or through securities of other such investment companies or investment trusts whose portfolios are so restricted.
2. Municipal obligations issued by any state of the United States or any county, city, town, district, authority or other public body as described in §2.2-4501.
3. Bonds and other obligations issued, guaranteed or assumed by the International Bank for Reconstruction and Development, by the Asian Development Bank or by the African Development Bank.
4. Prime quality commercial paper issued by corporations organized under the laws of the United States, including paper issued by banks and bank holding companies, with a maturity of 270 days or less. “Prime quality” means that the security has received at least two of the following ratings: at least P-1 by Moody’s, at least A-1 by S&P, or at least F1 by Fitch. Not more than thirty-five percent of the total funds available for investment may be invested in commercial paper, and not more than five percent of the total funds available for investment may be invested in commercial paper of any one issuing corporation.
5. Repurchase agreements collateralized with securities that are approved for direct investment.
6. Open-end mutual funds that are registered under the Securities Act of the Commonwealth (§13.1-501 et seq.) or the Federal Investment Co. Act of 1940, and that the investment by such funds are restricted to investments otherwise permitted by Virginia law.
7. Negotiable certificates of deposit and negotiable bank deposit notes of domestic banks and domestic offices of foreign banks meeting the following ratings criteria. For maturities not exceeding one year, that have received at least two of the following ratings: (i) at least A-1 by Standard & Poor's; (ii) at least P-1 by Moody's Investors Service, Inc.; or (iii) at least F1 by Fitch Ratings, Inc. For maturities over one year and not exceeding five years that have received at least two of the following ratings: at least AA by S&P; at least Aa by Moody's; or at least AA by Fitch. Not more than five percent of the total funds available for investment may be invested in negotiable certificates of deposit and negotiable bank deposit notes of any one issuing bank.
8. High quality corporate notes with maturities of no more than five years that have received at least two of the following ratings: at least AA by S&P; at least Aa by Moody’s or at least AA by Fitch. Not more than five percent of the total funds available for investment may be invested in corporate notes of any one issuing corporation.

INVESTMENT POOLS

1. Virginia MINT Enhanced Cash Pool ("Enhanced Cash"):
    - The Virginia MINT Enhanced Cash Pool ("Enhanced Cash") seeks to outperform the yield of daily liquidity funds by employing a longer average duration while minimizing volatility of the Net Asset Value (NAV) per share. The Enhanced Cash pool is designed to complement daily investment pools for Virginia's public funds investors by taking modest interest rate and liquidity risk while adhering to the primary objective of safety of principal. The Enhanced Cash pool is not a stable value fund, does not adhere to GASB Statement 79, and should be reported using fair value accounting. The Enhanced Cash pool is managed to maintain its AAAf fund rating by S&P/Fitch.
    - Safety of principal and market and credit risks are minimized by investing in a diversified pool of high-quality securities as described in the 'Permitted Investments' section. To further strengthen the risk management of the pool, the Investment Manager shall: maintain a list of approved issuers and securities, perform ongoing credit monitoring of all securities, perform periodic stress tests, create a risk management policy to minimize Net Asset Value deviations, and take appropriate action necessary to maintain a stable share price.
    - It is the policy of the Enhanced Cash pool to maintain a share price rounded to the nearest penny and to maintain a NAV of $1.00 per share, however the Virginia MINT Board and the Investment Manager do not provide any assurance that that the NAV will not deviate from $1.00 per share. If net unrealized gains or losses should exceed $0.005 per share, the NAV per share will change from $1.00 or be maintained at $1.00 per share by retention of earnings or pro rata reduction in the pool's distributed yield in the event of losses, or by a pro rata distribution in the event of gains.
    - The Enhanced Cash pool will diversify its holdings with not more than five percent of total pool assets invested in securities of any one issuer, other than a money market fund, U.S> Treasuries or any agency thereof.
    - The Enhanced Cash pool will maintain a weighted average maturity to next reset, WAM(R), of no more than 120 days and a weighted average maturity to final, WAM(F), of no more than 360 days.
    - The Enhanced Cash pool provides for next-day liquidity for all redemption requests made before 2pm EST. Transactions requests received by 2pm will receive that day's closing price. Transaction requests received after 2pm will receive the next day's closing price.

2. Virginia MINT Flex Term Pool ("Flex Term"):
    - The Virginia MINT Flex Term Pool ("Flex Term") provides a series of investment options subject to pre-set redemption periods ranging from 60 days to one year from the time of investment to meet the cash management needs of Virginia's public funds investors. Each Flex Term series provides for a fixed-rate, fixed-term investment for participants. The pool will seek to provide the highest investment return consistent with maintaining principal at maturity and meeting the redemption schedule. The Flex Term pool is managed to maintain its AAAf fund rating by S&P/Fitch.

- The Net Asset Value of the Flex Term pool may fluctuate prior to the planned maturity date. However, the Investment Manager shall manage each of the series to produce a share price of at least $1.00 per share on the termination date for the participant that redeems on that date. The redemption value per share for each series is equal to the original purchase price, plus dividends at the projected yield less such share's allocation of any loss incurred by the series other than from early redemptions.
- Any early redemption is subject to a charge for losses and all other costs, without limitation, associated with selling or terminating a security to meet said early redemption and necessary to maintain the pool's $1.00 NAV. An early redemption is therefore subject to the risk that the redemption value per share is lower than the purchase price, and that the return is lower than the projected yield at the time of issuance.
- Any loss incurred by a Flex Term pool series other than losses resulting from early redemptions will be allocated among all shares of the series outstanding at the time such loss is incurred. A loss may result from a default from a sale of an investment. If such a loss occurs, the redemption value per share could be lower than the projected yield at the time of issuance.
- The Flex Term pool provides next-day liquidity for early redemptions requests made by 2pm EST. Early redemption requests made before 2pm EST and will receive that day's closing price, adjusted for charges as previously explained. Early redemption requests received after 2pm will receive the next day's closing price adjusted for charges.

SEPARATELY MANAGED ACCOUNTS

Virginia MINT offers participants the option to invest in longer term fixed income securities through a separately managed account (SMA) held outside of the Enhanced Cash and Flex Term pools. By using a SMA a participant may invest in a customized manner that the Investment Manager will coordinate with each participant. Each SMA will be managed by the Investment Manager with full discretion with regard to the investment of such funds subject to mutually agreed upon investment objectives, including but not limited to benchmark, asset class, or maturity. Each SMA will be held in a sub-account in the name of the participant at a third-party custodian, segregated from the other assets of the Trust.

Separately managed accounts are designed to complement investment in the Virginia MINT Enhanced Cash and Flex Term pools by providing specific investment strategies for surplus funds or for funds not needed to meet near-term liquidity requirements. A single participant may open an unlimited number of SMAs provided that each SMA meets certain fee minimums charged by the Investment Manager. All investments within a SMA are subject to the same investment restrictions and limitations as the Virginia MINT pools as outlined in the *Permitted Investments* section. SMAs can be customized to meet individual requirements with investment maturities from one year and beyond. Participants may wish to match expected future cash needs, target specific known outflows beyond one year, or have their account managed against a specific benchmark. Each SMA will have its own unique Investment Policy Statement and the Investment Manager will assist each participant in evaluating the use of SMAs and crafting the policy statement. The Investment Manager has full discretion in selection of specific investments, asset

allocation, and trading counterparties within the constraints established in participant's Investment Policy Statement. Participants should discuss the characteristics of specific investments and strategies employed in a separately managed account with the Investment Manager.

To open a separately managed account each participant must first join the Virginia MINT Trust. Subject to the approval of the Investment Manager, a participant may fund their SMA in cash or by delivering assets in kind. All costs associated with an SMA will be charged separately to the participant through a monthly invoice and deducted directly from the assets invested in the SMA. All SMAs established under the Virginia MINT Trust will be aggregated to determine the investment management fee allowing each participant to benefit from the scale provided by the Trust.

REPORTING REQUIREMENTS

The Administrator will prepare and submit to the Board quarterly a report on the investment transactions for the preceding reporting period. The report shall include securities in each pool by class or type, book value, income earned, and market value as of the report date. The Investment Manager shall report to the Board of Trustees quarterly, providing such information the Board determines necessary to fulfill its function. At its discretion, the Board may require additional information from the Investment Manager between quarterly reporting periods.

ANNUAL REVIEW

The Board of Trustees shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Policy without amendment or adopt an Amended Policy.

Board Agenda Item
April 22, 2025

ADMINISTRATIVE – 10

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Department of Housing and Community Development's Digital Skills, Literacy, and Device Grant Program

ISSUE:
Board of Supervisors authorization is requested for the Department of Family Services (DFS) to apply for and accept grant funding, if received, in the amount of $250,000 from the Virginia Department of Housing and Community Development's (DHCD) Digital Skills, Literacy, and Device (DSLD) Grant Program to fund a comprehensive initiative that builds digital literacy and navigation skills, expands access to digital devices, and improves pathways to in-demand tech employment for underserved and dislocated populations in Fairfax County. The grant period is up to three years after contract execution between the County and DHCD. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Department of Family Services to apply for and accept grant funding, if received, from the Virginia Department of Housing and Community Development. Funding in the amount of $250,000 will be used to implement a multi-pronged strategy that includes digital literacy and navigation training, access to digital devices, and workforce development pathways to in-demand tech jobs. No Local Cash Match is required, and no new grant positions are being requested. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:
Board approval is requested on April 22, 2025. Due to a grant application deadline of April 21, 2025, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn. The Board was also notified via email on April 3, 2025, of the department's intent to apply for this grant prior to the application due date.

Board Agenda Item
April 22, 2025

BACKGROUND:
The Virginia Department of Housing and Community Development released a Request for Proposal (RFP) under the DSLD Grant Program, an initiative aligned with the Commonwealth's Virginia Digital Opportunity Plan. Funded by the National Telecommunications and Information Administration's (NTIA) State Digital Equity Capacity Grant Program, this opportunity supports local initiatives that address digital inequity by advancing digital literacy, expanding access to devices, and equipping individuals with the skills needed to participate in and benefit from the digital economy.

The grant prioritizes services for covered populations, including low-income households, individuals with disabilities, older adults, English language learners, justice-involved individuals, rural residents, and others at risk of being left behind in the digital age. The Department of Family Services Public Assistance and Employment Services (PAES) Division is well-positioned to apply for this funding, building on its strong track record of delivering employment and training services to diverse and underserved populations across Fairfax County. This funding will allow DFS to expand and enhance its service model to provide digital navigation, digital literacy, access to devices, and technology-focused workforce development programs.

Notably, the services proposed under this grant will fill critical gaps not covered by existing funding sources, particularly for individuals who may not qualify for traditional workforce programs due to income thresholds or non-financial eligibility requirements. This includes individuals in the Asset Limited, Income Constrained, Employed (ALICE) population—those who earn above the poverty level but struggle to meet basic needs and are often excluded from public support programs.

In addition to supporting traditionally overlooked, unemployed, and underemployed individuals, this initiative will also respond to the ongoing wave of federal layoffs impacting the region. DFS's proposed programming will help affected individuals reskill, upskill, and pivot into high-demand technology roles by leveraging their transferable skills from other fields, making them more competitive and marketable within Northern Virginia's growing tech-driven labor market.

This initiative aligns with the Commonwealth's vision of a digitally inclusive economy and directly supports DFS's mission to promote self-sufficiency and economic opportunity for all Fairfax County residents.

EQUITY IMPACT:
The grant funding would support DFS in providing services to ALICE households, including low-income households, individuals with disabilities, older adults, and English language learners, to promote their self-sufficiency and economic opportunity.

FISCAL IMPACT:
Grant funding in the amount of $250,000 is being requested from DHCD. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2025. Indirect cost recovery is allowed but DFS is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project.

CREATION OF POSITIONS:
No new positions will be created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – Summary of Grant Proposal

STAFF:
Christopher Leonard, Deputy County Executive
Michael Becketts, Director, Department of Family Services (DFS)
Alycia Blackwell, Deputy Director, DFS
Lisa Tatum, Division Director, Public Assistance and Employment Services, DFS

DIGITAL SKILLS, LITERACY, AND DEVICE GRANT
SUMMARY OF PROPOSED GRANT FUNDING

Grant Title: Digital Skills, Literacy, and Device (DSLD) Grant

Funding Agency: Virginia Department of Housing and Community Development (DHCD)

Applicant: Department of Family Services

Partner: Local workforce development partners, nonprofit training providers, public library branches, and digital equity coalitions

Purpose of Grant: To fund an initiative enhancing digital literacy, device access, and tech employment pathways for underserved and dislocated populations in Fairfax County, including the Asset Limited, Income Constrained, Employed (ALICE) population and those affected by federal layoffs, focusing on reskilling and upskilling for high-demand tech jobs in Northern Virginia.

Funding Amount: $250,000; there is no Local Cash Match associated with this award.

Proposed Use of Funds: To implement a countywide initiative that:

- Offers digital navigation support and literacy training, including safe browsing and cybersecurity awareness,
- Distributes digital devices to eligible participants to reduce access barriers,
- Provides training, credentials, and work-based learning aligned with high-growth tech sectors, and
- Targets individuals not eligible for existing funding due to financial or categorical restrictions.

Target Population: ALICE households, unemployed and underemployed individuals, individuals impacted by federal workforce reductions, and other covered populations as defined by the Virginia Digital Opportunity Plan.

Performance Measures: The project's success will be measured by participants in digital training, devices distributed, credential completions, and engagement in tech jobs. Outcomes include higher credential attainment, employment, wages, and digital confidence, as well as better access to online services. Feedback will assess reduced digital barriers and readiness for the digital economy.

Grant Period: The grant period is up to three years after contract execution between the County and DHCD.

Board Agenda Item
April 22, 2025

ACTION – 1

Approval of the Reciprocal Agreement Between the Virginia Department of State Police and Fairfax County During the Police Unity Tour

ISSUE:
Board approval of the Reciprocal Agreement between the Virginia Department of State Police and Fairfax County during the Police Unity Tour.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the Reciprocal Agreement between the Virginia Department of State Police and Fairfax County during the Police Unity Tour.

TIMING:
Board action is requested on April 22, 2025.

BACKGROUND:
This Agreement establishes the powers and responsibilities of both the Fairfax County Police Department (FCPD) and the Virginia Department of State Police (VSP) during the upcoming Police Unity Tour. The Tour is an annual, three-day bicycle ride from central Virginia to Washington, D.C., which draws in law enforcement officers and supporters from around the country to raise awareness about officers who have died in the line of duty. The Tour was first organized by Officer Patrick P. Montuore of the Florham Park Police Department in May 1997.

From May 10, 2025, through May 12, 2025, the Tour will be traveling through the Commonwealth of Virginia. Members of the FCPD and of the VSP, in the course of their duties, both provide law enforcement escorts to vehicles or processions within the areas of their respective jurisdictional authority in Virginia. The two departments believe that a cooperative effort between them would be the most advantageous means to provide escort services for the Tour and ensure the safety of its participants. To that end, this Agreement provides that any FCPD officer who participates with officers of the VSP in the escort of bicycle riders or support vehicles associated with the Tour, on the dates and along the route specified, shall have the same powers, rights, benefits, privileges, and immunities from liability as he or she has when operating within Fairfax County, including, but not limited to, the authority to direct vehicle traffic and control intersections. All such officers shall be in uniform and display his or her badge of authority.

Board Agenda Item
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EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Reciprocal Agreement Between the County of Fairfax, Virginia and the Virginia Department of State Police (Note: This attachment includes Exhibit A of the Agreement, Police Unity Tour – Virginia Ride Route.)

STAFF:
Thomas Arnold, Deputy County Executive
Kevin Davis, Chief of Police

ASSIGNED COUNSEL:
Brent J. Schultheis, Assistant County Attorney

RECIPROCAL AGREEMENT

BETWEEN

THE COUNTY OF FAIRFAX, VIRGINIA

AND

THE VIRGINIA DEPARTMENT OF STATE POLICE

By virtue of the authority contained in Section 15.2-1726 of the Code of Virginia, 1950, as amended, this Reciprocal Agreement is entered into by and between the County of Fairfax and the Virginia Department of State Police.

WITNESSETH:

WHEREAS, the Police Unity Tour is an annual, three-day bicycle ride from central Virginia to Washington, D.C., which draws in law enforcement officers and supporters from around the country to raise awareness about officers who have died in the line of duty; and

WHEREAS, from May 10, 2025 through May 12, 2025, the Police Unity Tour will be traveling through the Commonwealth of Virginia along a route that is set forth in the document attached hereto as Exhibit "A," which is incorporated by reference herein; and

WHEREAS, members of the Fairfax County Police Department and the Department of State Police, in the course of their respective duties, have occasion to provide law enforcement escorts to vehicles or processions within the areas of their respective jurisdictional authority in Virginia; and

WHEREAS, the County of Fairfax and the Department of State Police believe that a cooperative effort between the Fairfax County Police Department and the Department of State Police would be an advantageous means to provide escort services for the Police Unity Tour and to ensure the safety of its riders, other motorists and pedestrians as it travels through the Commonwealth; and

WHEREAS, members of the Fairfax County Police Department, in the interest of safe and efficient law enforcement practices, need the ability to exercise police authority and jurisdiction while in the performance of their duties escorting processions such as the Police Unity Tour; and

WHEREAS, pursuant to Virginia Code § 15.2-1726, the County of Fairfax and the Department of State Police may enter into a reciprocal agreement with each other, subject to such conditions as they may prescribe, for cooperation in the furnishing of police services;

NOW, THEREFORE, the parties hereto jointly resolve and agree:

1. The parties wish to maintain the integrity and independence of their respective police forces; however, they are entering into this Reciprocal Agreement to provide more efficient escort services for the Police Unity Tour.
2. Any Fairfax County Police officer who participates with officers of the Department of State Police in the escort of bicycle riders or support vehicles associated with the Police Unity Tour, while performing his or her duties within the Commonwealth of Virginia on the dates and along the route specified in this Reciprocal Agreement, shall have the same powers, rights, benefits, privileges, and immunities from liability as he or she has when operating within Fairfax County, including, but not limited to, the authority to direct vehicle traffic and control intersections.
3. While providing the escort described in this Reciprocal Agreement, every law enforcement officer participating in such escort from the Fairfax County Police Department and the Department of State Police shall be in uniform and display his or her badge of authority.
4. It is the intent and purpose of this Reciprocal Agreement that there be the fullest cooperation between the Fairfax County Police Department and the Department of State Police. In furtherance of coordinated operations, the respective departments will

each ensure that any information necessary to the planning and execution of this escort is communicated to the other in a timely manner.

5. All pensions, insurance, workers compensation and other benefits enjoyed by said officers of the Fairfax County Police Department and the Department of State Police who perform escort duties under this Reciprocal Agreement shall be the sole responsibility of their employing law enforcement agency. The County of Fairfax and the Department of State Police shall be solely responsible for the salaries of their respective officers performing duties pursuant to this Agreement. Neither party to this Agreement shall be obligated to indemnify or hold the other harmless against any claims, demands or liabilities of any nature that are asserted by participating officers or third parties and arise out of the services performed hereunder.
6. Each Department shall be responsible for the supervision of its own personnel. Additionally, each Department shall be responsible for the acts or omissions of its own personnel pursuant to this agreement.
7. No amendment or enlargement of this Reciprocal Agreement shall be effective unless executed in writing and agreed to by the parties hereto.
8. Either party may terminate this Reciprocal Agreement at any time by giving thirty (30) days prior written notice of its desire to terminate this Agreement to the other party's chief law enforcement officer.

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Agreement on the dates indicated below by the signatures of their duly authorized agents:

Board of Supervisors of Fairfax County, Virginia	Virginia Department of State Police
By: _____	By: _____
Print: Kevin Davis	Print: Lt. Colonel Matthew D. Hanley
Title: Chief of Police, Fairfax County Police Department	Title: Interim Superintendent, Virginia Department of State Police
Date: _____	Date: 2/12/25

Police Unity Tour
Chapter IV – Virginia Ride Route

DAY 1 – May 10th – Richmond to Charlottesville			
Total Day1 Miles	**Stop to Stop Miles**	**Depart Double Tree Richmond/Midlothian 1021 Koger Center Blvd. Richmond, VA 23235 (804) 364-3600**	**Approx. Arrival Time**
0.0	0.0	Start Right out of the hotel onto Koger Center Blvd	7:30
0.5	0.5	Right onto Mall Drive	
1.1	1.1	Left onto Roboius Road (becomes Huguenot Trail)	
11.9	**11.9**	**BREAK 1 – Left into FINE CREEK VFD (1825 Huguenot Trail, Powhatan, VA23139)**	**8:35**
	0.0	Left out of Parking Lot onto Huguenot Trail toward Goochland	8:50
19.8	7.9	Right onto Route 522	
24.2	12.1	Left onto Route 522/VA 6 (River Rd.)	
25.8	13.9	Bear Right staying on Route 522 (Sandy Hook Rd.)	
36.9	**25.2**	**BREAK 2 – Central Assembly of God (5052 Cross County Road, Mineral, VA 23117) There is a gravel lot and large grassy field to use**	**10:30**
	0.0	Right onto Route 522	10:50
47.6	10.6	Left on 522 North (22/208) at stop sign (T-intersection) towards Mineral	
48.4	11.3	Bear right to stay on 522 north towards Louisa	
52.2	15.0	Straight thru traffic light in Town of Mineral onto Rt. 22/208 towards Louisa	
55.9	**20.3**	**BREAK 3 – LUNCH – right into parking lot of Louisa Baptist Church, (305 E. Main St., Louisa, Va. 23093)**	**12:15**
	0.0	Right out of parking lot onto Route 33 towards Gordonsville	1:15
68.5	13.1	33/15 split – bear right at stop sign.	
69.8	14.4	Right on West Baker Street.	
72.0	**14.6**	**BREAK 4 – Right into Gordonsville Fire Station, Engine 24. (501 West Baker Street, Gordonsville, VA 22942). Large lot on left side of building.**	**2:15**
	0.0	Left out of parking lot onto Baker Street.	2:35
70.1	0.1	Right onto Route 33 (Main Street).	
70.4	0.3	Travel almost all the way around the traffic circle in town and turn right onto 15/231 south (33/22) towards Cismont (scenic route) which is the 3rd right before completing the circle.	
79.9	9.9	At Cismont, road turns into Route 22.	
84.4	14.4	Right turn into parking area	
87.6	**15.1**	**Brief Stop at First Church of the Nazarene (JUST UNDER I64 BRIDGE, RIGHT SIDE-NO SIGN) (3056 Louisa Rd. (Rt. 22), Keswick, Va. 22947)**	**3:40**
	0.0	Right turn out of parking area back onto Route 22.	3:55
91.7	0.1	Right onto Route 250 west (22) towards Charlottesville.	
94.0	6.5	Right onto Hydraulic Rd.	
94.7	6.9	Right onto Rt. 29	
94.7	9.7	Left onto Hilton Heights Rd.	
94.8	9.8	Right onto service roadway to Hilton Doubletree Hotel	
98.0	**10.1**	**ARRIVE - Hilton Doubletree Hotel (990 Hilton Heights Rd. Charlottesville, Va. 22901)**	**4:45**

EXHIBIT A

Police Unity Tour
Chapter IV – Virginia Ride Route

DAY 2 – May 11th – Charlottesville to Warrenton			
Total Day2 Miles	**Stop to Stop Miles**	**Depart Hilton Doubletree Hotel 990 Hilton Heights Rd. Charlottesville, Va. 22901**	**Approx. Arrival Time**
0.0	0.0	Service roadway to Hilton Heights Rd.	8:00
	0.2	Left onto Hilton Heights Rd.	
	0.3	Left onto Route 29	
8.1	**8.0**	**BREAK 1 – Right into Dunkin Donuts (5920 Seminole Trail, Ruckersville, VA22963).**	**8:40**
	0.0		9:00
11.0	2.8	Right on Route 33 east towards Gordonsville.	
17.5	**9.4**	**BREAK 2 – Left into the Barboursville VFD (5251 Spotswood Trail, Barboursville, VA 22923).**	**9:40**
	0.0	Left out of parking lot onto Route 33.	9:55
17.7	0.2	Left on Route 20 (scenic route).	
27.3	9.6	James Madison's Montpelier.	
29.6	12.1	Right onto Caroline Street in the Town of Orange.	
29.9	**12.4**	**BREAK 3 – LUNCH - Left into the Orange VFD (205 Caroline Street, Orange, Va. 22960).**	**10:50**
	0.0	Right on Route 15 out of Orange VFD (scenic route) – cross over Route 20 & continue out of town. We will be taking Route 15 all the way to Culpeper	11:50
48.4	18.5	Stay straight at the intersection of Route 3 and 15	
51.5	**21.5**	**BREAK 4 – Right on Montanus Drive in Culpeper to Target. (15341 Montanus Drive, Culpeper, VA 22701).**	**1:20**
	0.0	Exit Target lot and take a left onto Route 15 south (Brandy Road). 14:04	1:50
51.3	0.4	Right onto Ira Hoffman Road.	
52.9	2.0	Right on Route 229 (Rixeyville Road).	
66.1	15.2	Right on route 211 East **(Quick stop at commuter lot on right – no porta johns)**	
72.5	21.6	Enter town of Warrenton	
73.8	22.2	Left on 211 East/29 North Business	
75.1	28.5	Right onto Blackwell Rd	
75.4	23.8	Left onto Walker Rd	
75.9	**24.4**	**ARRIVE - Left onto Holiday Inn Lane & into Holiday Inn Express parking lot (410 Holiday Court, Warrenton, VA 20186).**	**3:50**

EXHIBIT A

Police Unity Tour
Chapter IV – Virginia Ride Route

DAY 3- May 12th- Warrenton to the NLEOM			
Total Day3 Miles	**Stop to Stop Miles**	**DEPART - Holiday Inn Express (410 Holiday Court, Warrenton, VA 20186)**	**Approx. Arrival Time**
	0.0	Leave from parking lot. All riders leave from this location	8:00
0.2	0.2	Right on Route 29	
10.9	10.9	Right on Linton Hall Rd.	
11.0	**11.0**	**BREAK 1 – Left onto Gateway Center Drive to the Target (13301 Gateway Center Drive, Gainesville, VA 20155).**	**8:55**
	0.0	Left on Wellington Road out of parking lot	9:15
		Left on University Drive to Cross over I-66	
11.6	0.6	Right on Route 29 / Lee Highway North	
24.6	13.6	Left on West Ox Rd	
25.3	14.3	Left onto Alliance Dr.	
25.7	**14.7**	**BREAK 2 – LUNCH - Left into the parking lot of PSTOC (4890 Alliance Drive, Fairfax, VA 22030).**	**10:25**
	0.0	Exit parking lot & take a right onto Alliance Dr.	11:40
25.8	0.1	Right onto West Ox Rd. toward Route 29	
26	0.3	Left on Route 29 towards Fairfax City	
29.1	3.4	Right on Main St./Camp Washington Intersection (Rt.29/Rt. 236)	
30.4	4.4	Left on North Street	
30.6	4.6	Left on Old Lee Highway	
32.7	6.7	Right on Rt. 50 (@ Fairfax Circle)	12:05
45	19	Left at the fork to the Teddy Roosevelt Bridge/Rt. 50 Constitution Avenue/I-66E	
45.8	19.8	Use right 2 lanes and take exit toward Rt. 50 East / Constitution Ave. NW	
50	20	Continue on Constitution Ave. NW	
51.7	21.7	Use middle lane to turn Right on Constitution Ave. / Pennsylvania Ave.	
51.8	21.8	Left on Constitution Ave. NW	
52.4	22.4	Right on 1st Street NE (behind Capitol)	
52.6	22.6	Left on East Capitol Street NE	
53.4	23.4	Right on 11th Street SE (Lincoln Park Bypass)	
53.5	23.5	Left on East Capitol Street NE	
53.6	23.6	Left on 13th Street SE	
53.7	23.7	Right on East Capitol Street NE straight to RFK	
54.3	24.3	At RFK, stay Right on East Capitol St. SE and follow big blue signs to Lot 8	
54.4	24.4	Go around RFK, merge onto Independence Ave. SE and immediate Right into LOT 8	
		ARRIVE – RFK, Lot 8	

EXHIBIT A

Board Agenda Item
April 22, 2025

ACTION – 2

Resolution to Support the Abandonment of a Portion of Gunston Cove Road (Mount Vernon District)

ISSUE:
Board adoption of the attached resolution (Attachment 1) supporting the abandonment of a portion of Gunston Cove Road, Route 600.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached resolution (Attachment 1) supporting the abandonment of a portion of Gunston Cove Road, Route 600.

TIMING:
The Board should take action on April 22, 2025, so that the Virginia Department of Transportation (VDOT) has the support of the Board to finalize the abandonment and update the State maintenance inventory.

BACKGROUND:
The Fairfax County Department of Transportation (FCDOT) received a request from VDOT to support the abandonment of the railroad crossing portion of Gunston Cove Road, Route 600, as shown in Attachments 2 and 3. This road served as a railroad bridge connection for Gunston Cove Road and later, following nearby development, to Gunston Hill Lane. The completion of Site Plan #4865-SP-05 caused the subject roadway crossing to be closed for traffic and later, in 2014, the connection was totally removed by the Virginia Passenger Rail Authority.

VDOT has requested the support of the County, by a Board Resolution, to abandon the subject portion of Gunston Cove Road pursuant to the process outlined in *Section 33.2-912 of the Code of Virginia*. VDOT is pursuing this request to remove the associated mileage of Gunston Cove Road, Route 600, from the Secondary System of State Highways.

EQUITY IMPACT:
None.

Board Agenda Item
April 22, 2025

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution
Attachment 2 – VDOT Aerial Exhibits
Attachment 3 – Vicinity Map
Attachment 4 – Virginia Passenger Rail Authority Permit # 947-117448
Attachment 5 – Site Plan #4865-SP- 05 Excerpts
Attachment 6 – Link Sheet

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Jeffrey Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT
Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT
Brittany Nixon, Transportation Planner IV, SAS, FCDOT
Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT
Colleen Campbell, Transportation Planner I, SAS, FCDOT

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION ABANDONMENT
GUNSTON COVE ROAD (ROUTE 600)

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 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, a portion of Gunston Cove Road, crossing the railroad tracks near Lorton Station in the Mount Vernon District, as shown on Tax Map 107-4, was part of Route 600 of the Secondary System of State Highways in regards to maintenance; and

WHEREAS, the completion of Site Plan #4865-SP-05 "Lorton Market Street" caused the subject roadway crossing to be closed for traffic and later the bridge connection was totally removed by the Virginia Passenger Rail Authority. Accordingly, the eliminated connection needs to be removed from the Secondary System of State Highways; and

WHEREAS, the subject portion of Gunston Cove Road, Route 600 must be abandoned pursuant to §33.2-912 of the Code of Virginia;

NOW THEREFORE, BE IT RESOLVED, that this Board supports the subject abandonment as depicted on the attachments and hereby supports the Virginia Department of Transportation's abandonment of the subject portion of Gunston Cove Road, Route 600, from the Secondary System of State Highways pursuant to §33.2-912 of the Code of Virginia. A copy of this resolution will be forwarded to the Resident Engineer for the Virginia Department of Transportation.

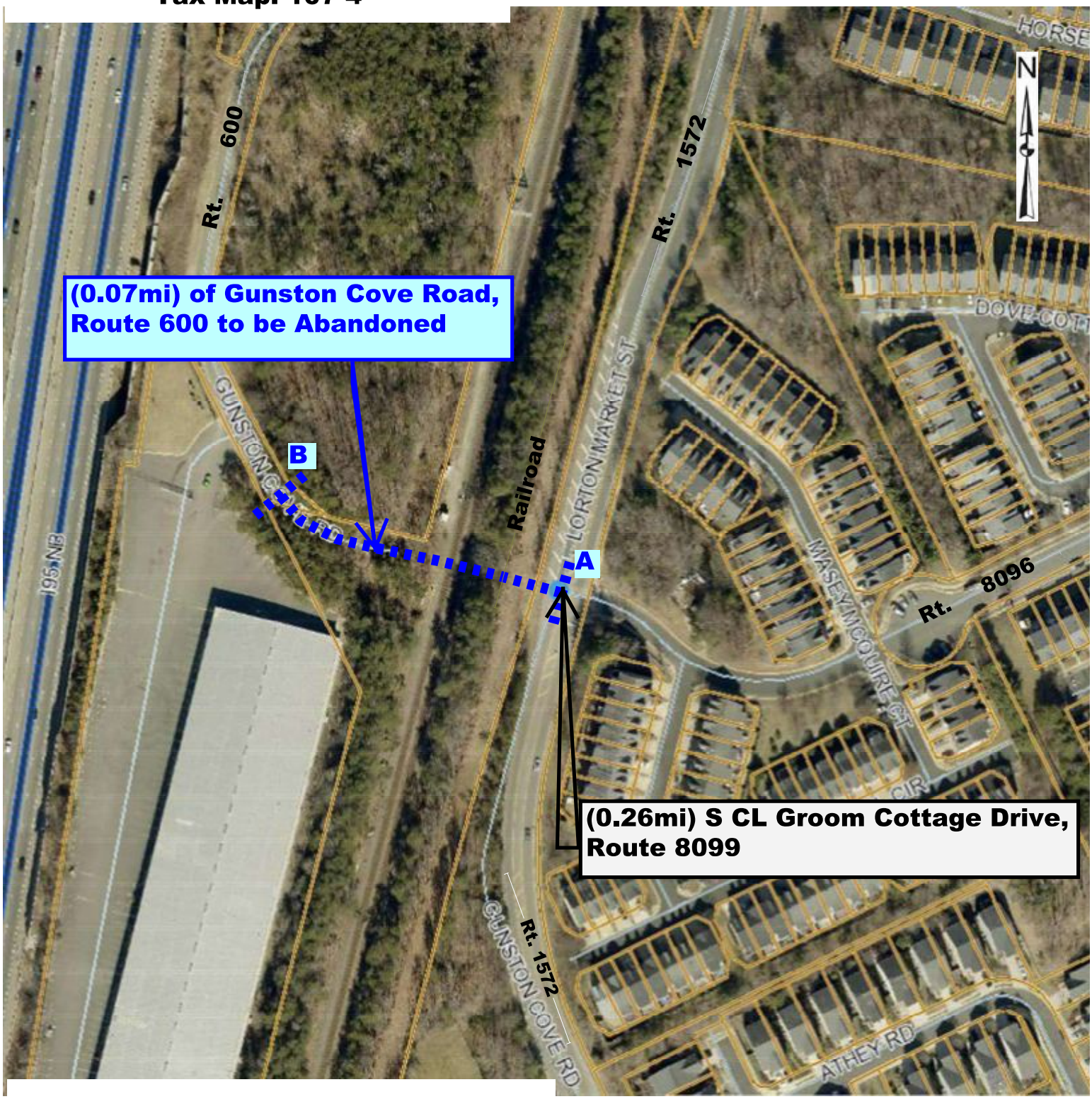
ADOPTED this 22nd day of April, 2025

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

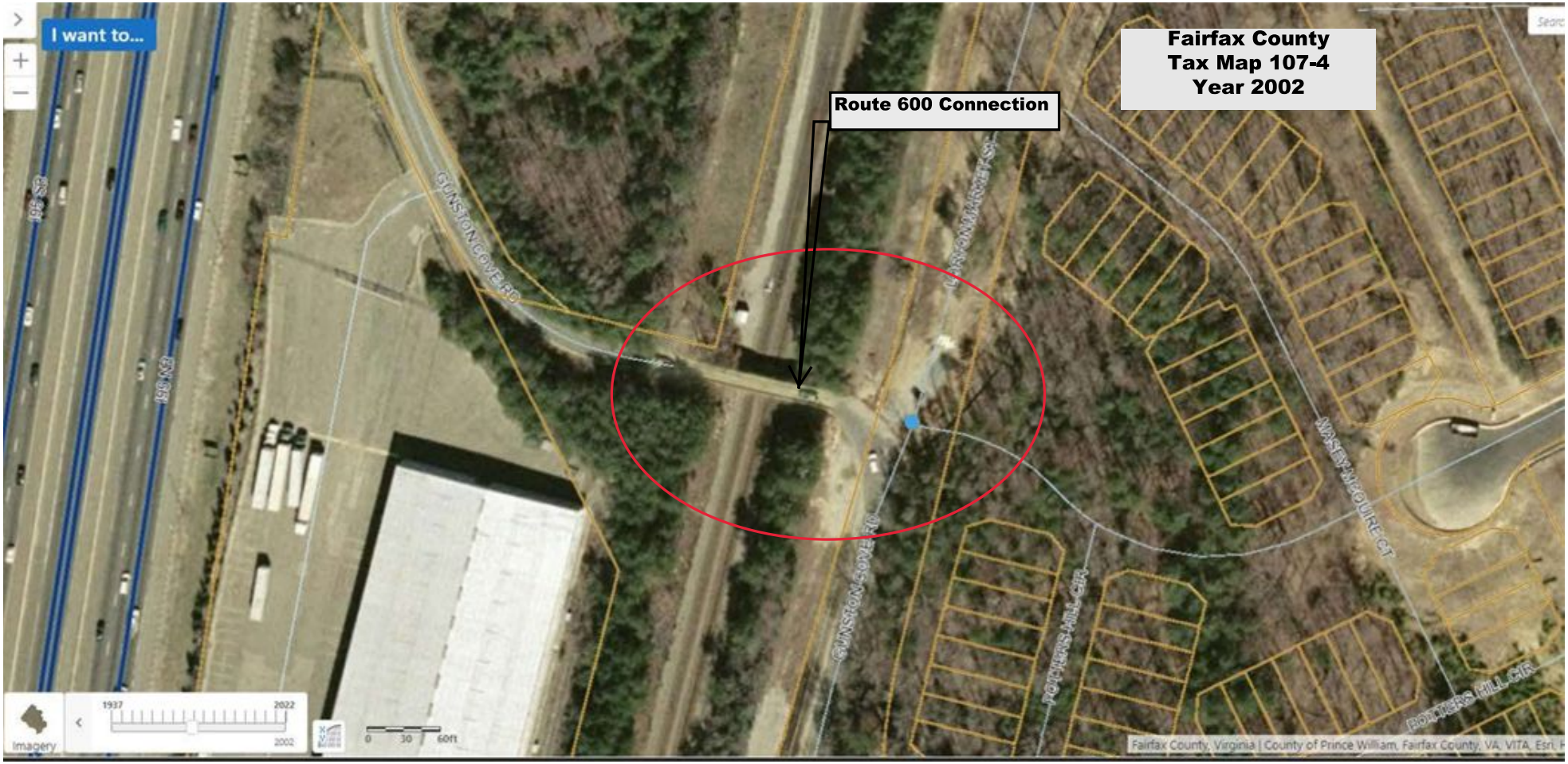
Gunston Cove Road, Route 600
Railroad Crossing Abandonment
Fairfax County
Mount Vernon District
Tax Map: 107-4

ATTACHMENT 2

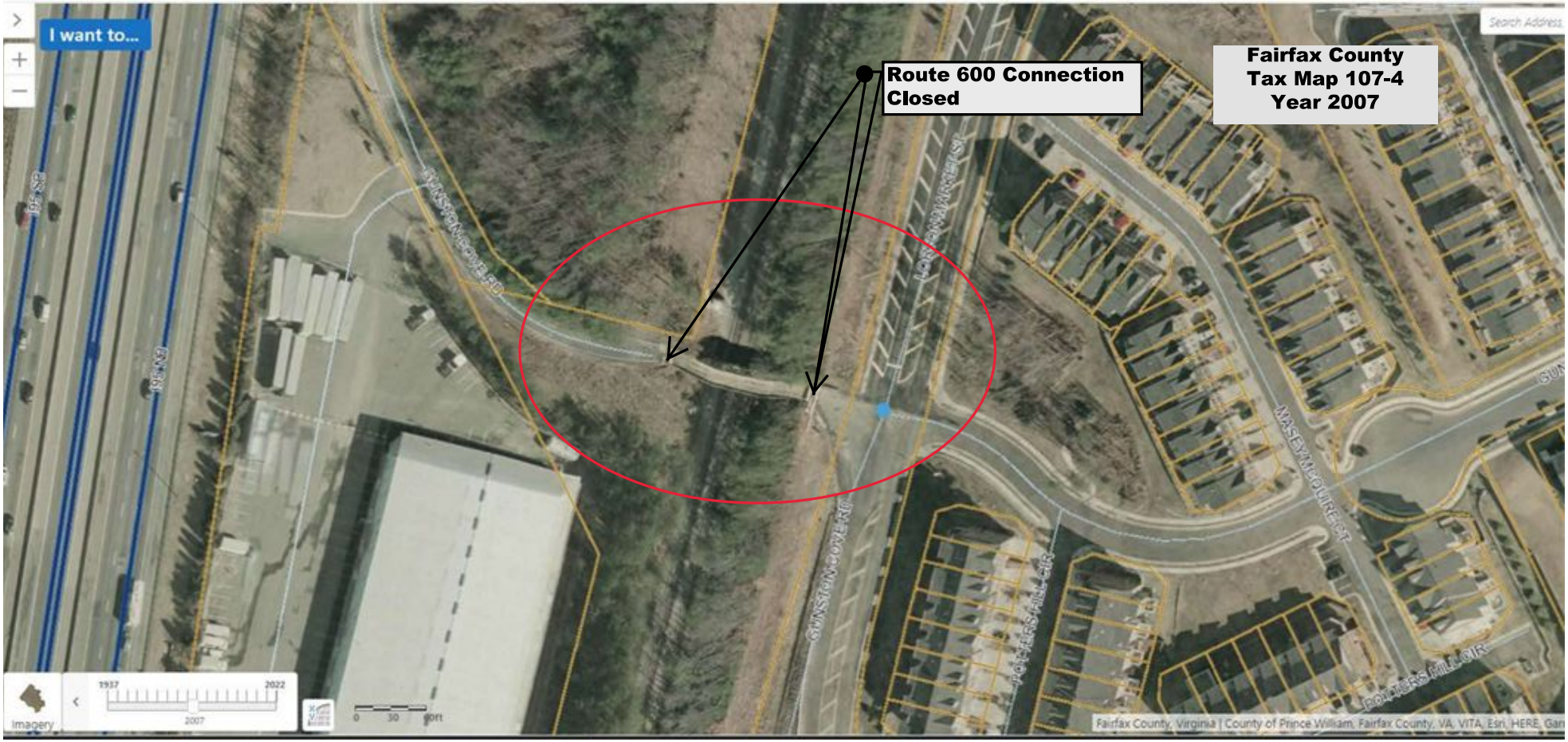


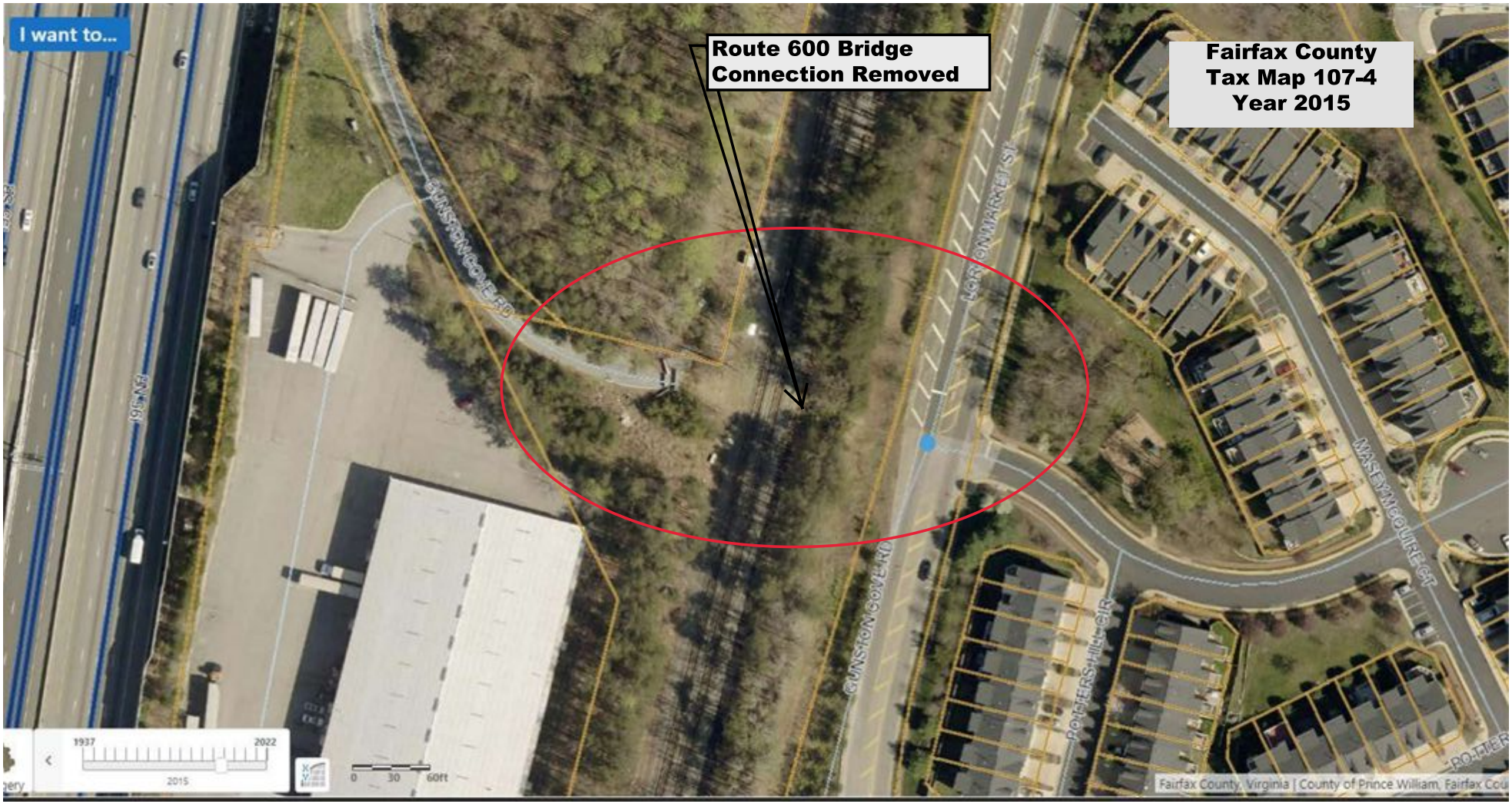
Abandonment: A -> B 0.07mi
Maintenance AHQ: 6 Lorton
BOS Resolution Date: _____
VDOT Approval Date: _____

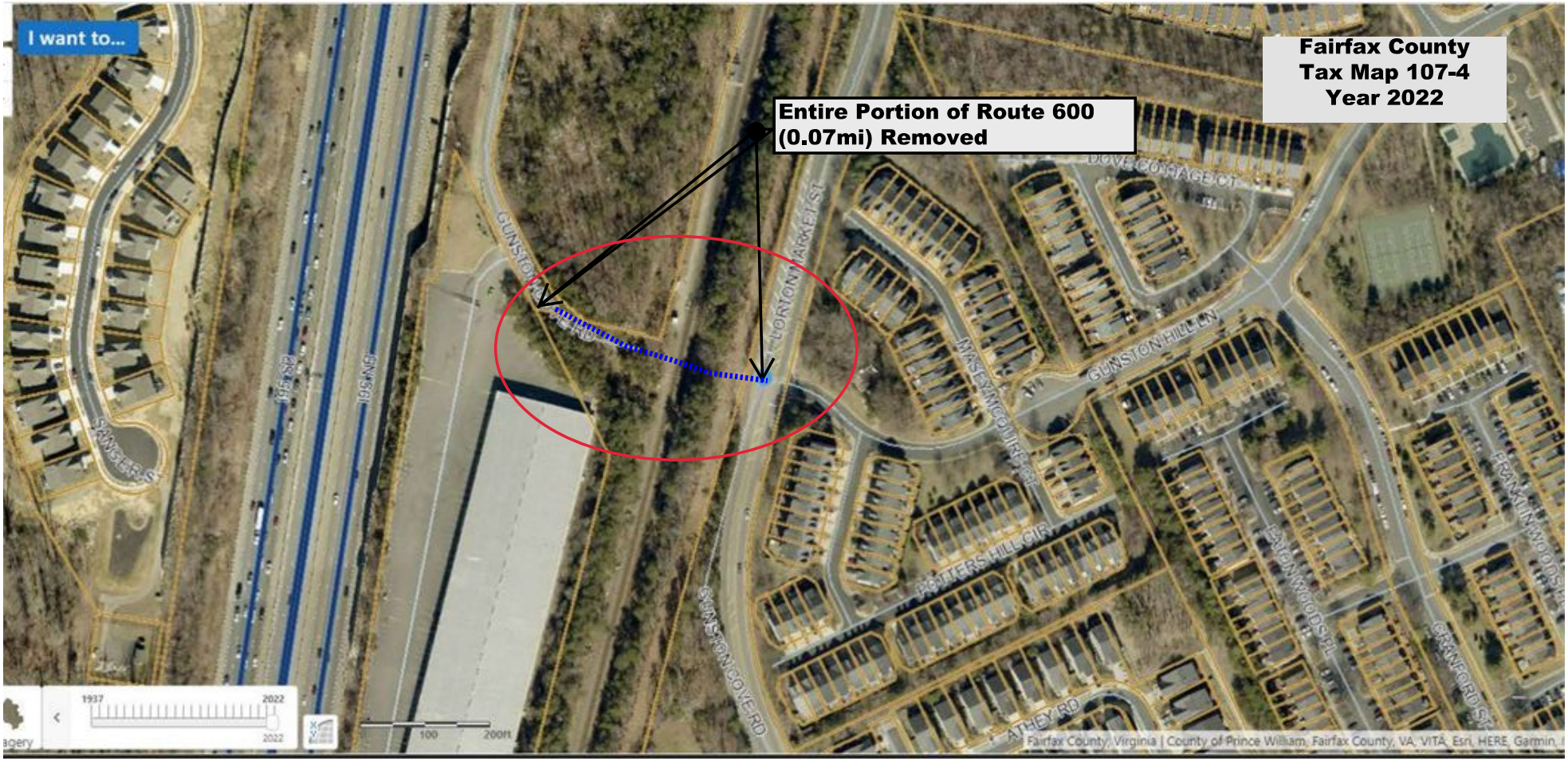
ATTACHMENT 2



ATTACHMENT 2

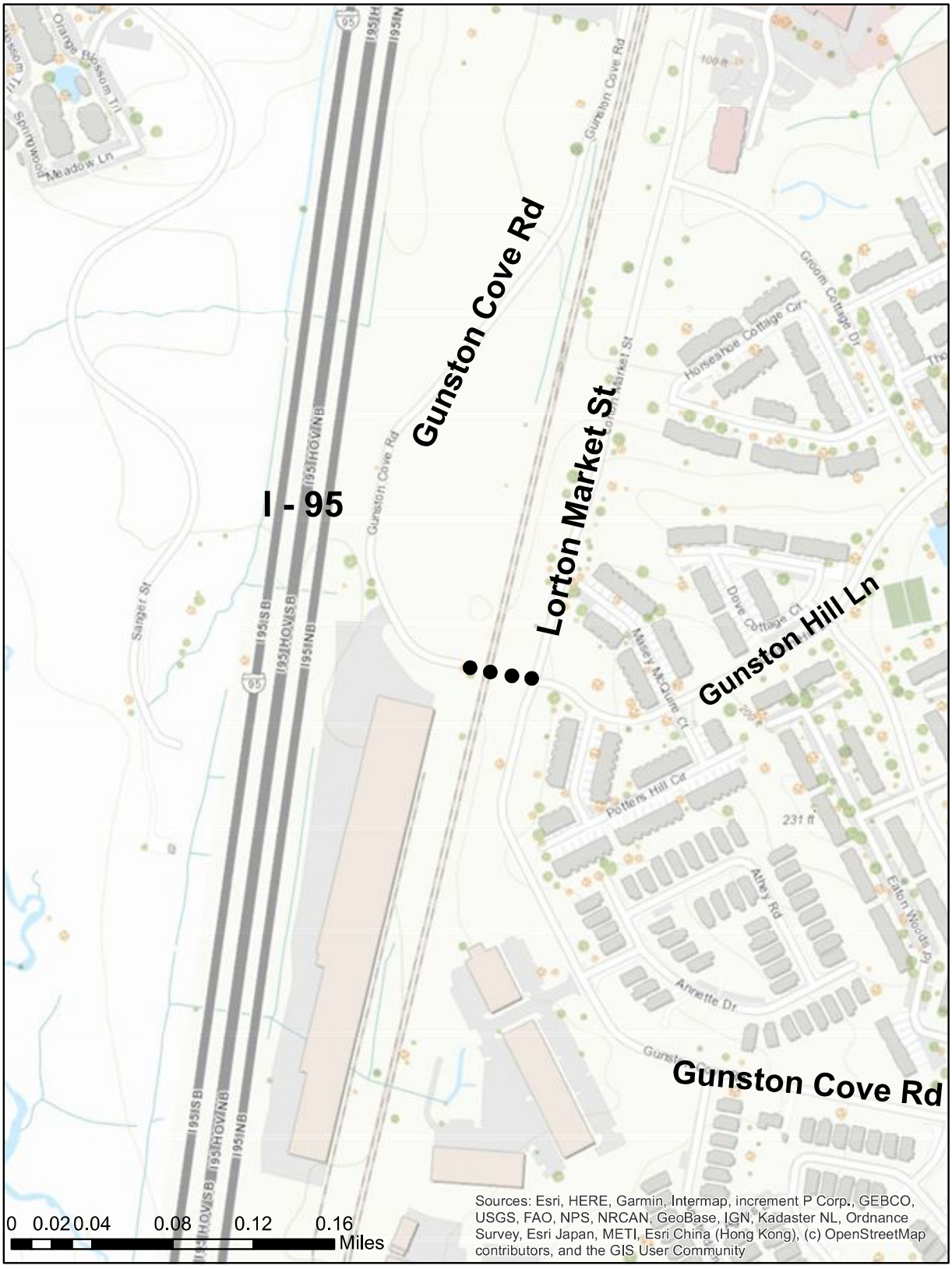



I want to...
Route 600 Bridge
Connection Removed
Fairfax County
Tax Map 107-4
Year 2015
GUNSTON COVE RD
LORTON MARKET ST
MASEY MEWS CT
POTTERS HILL CIR
1937
2022
2015
0 30 60ft
Fairfax County, Virginia | County of Prince William, Fairfax Cou


I want to...
Fairfax County
Tax Map 107-4
Year 2022
Entire Portion of Route 600
(0.07mi) Removed
DOVE COTTAGE CT
GUNSTON HILL LN
MASEY MOORE CIR
POTTERS HILL CIR
GUNSTON COVE RD
ATHEY RD
SAWYERS ST
1937
2022
100
200ft
Fairfax County, Virginia | County of Prince William, Fairfax County, VA, VITA, Esri, HERE, Garmin,

Abandonment of Gunston Cove Road

Mount Vernon District



N

● Denotes Area to be Abandoned

Tax Map 107 - 4

Commonwealth Of Virginia

Department Of Transportation

Land Use Permit

Permit No 947-117448

Status EXPIRED

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Effective Date Dec 20, 2013 **Expiration Date** Jun 18, 2014 **Reinstatement Date**

Permitee Information		**Your Job#** C898- Demolition CSX Bridge Gunston Cove Rd	**Surety & Account Receivable Information**
Owner & Address	Joseph B. Fay Company 6711 Baymeadow Drive Suite A-1 Glen Bernie MD 21060	**Agent**	**Name** Liberty Mutual Insurance Company **Surety Account** 387006080 **Surety Type** Bond **Amount** 10,000.00 **Obligation Amount** 10,000.00 **Surety Holder** CUSTOMER
Contact	Scott Wilson	**Contact**	
Phone#	410-424-3880 247	**Phone#**	
Fax#	410-760-1985	**Fax#**	
24 Hr#	443-848-8133	**24 Hr#**	

AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.2 - 210;33.2 - 240;33.2 - 241 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location

County/City/Town	Fairfax County	Highway Route(s)	600 - Gunston Cove Rd
From Route Number	95	From Route Name	Interstate I95
To Route Number	10293	To Route Name	Gunston Hill Lane

Work Description

Demolish existing abandoned Gunston Cove Rd Bridge over CSX Railroad, Demolish 15' of pavement West of Bridge, Demolish pavement to line out of paved shoulder East of Bridge. Restore area with VDOT roadside seed mix and 8 trees (2 Red Maple, 6 River Birch. Stage construction equipment off of roadway shoulder. Dec 2013 thru Jun 2014; All work shall conform to the provisions as listed on the LUP-SPG Special Provisions Form. WORK HOURS: Monday thru Thursday 9am-3:30pm, and Friday 9am-2pm. LOCATION INSPECTOR: Eric Vandernoot (703)259-2421.

Payment Reference	Payment Date	Payment Type	Payment Amount
18758	12/16/2013	Check	$110.00

Applicant has compiled with VA Code Section 56-265.15 Affidavit is attached.

TERMS: Applicable as stated in the VDOT Land Use Permit Regulations (current edition) and/or as per approved plans, and/or regulatory instructions, including but not limited to the LUP-SPG and/or agreement(s) attached hereto.

COMMONWEALTH TRANSPORTATION BOARD

By: *Dec 19, 2022*

Robert Burton

C Call before you dig
A Allow the required time for marking
R Respect and protect the marks/flags
E Excavate carefully

Call Miss Utility
811

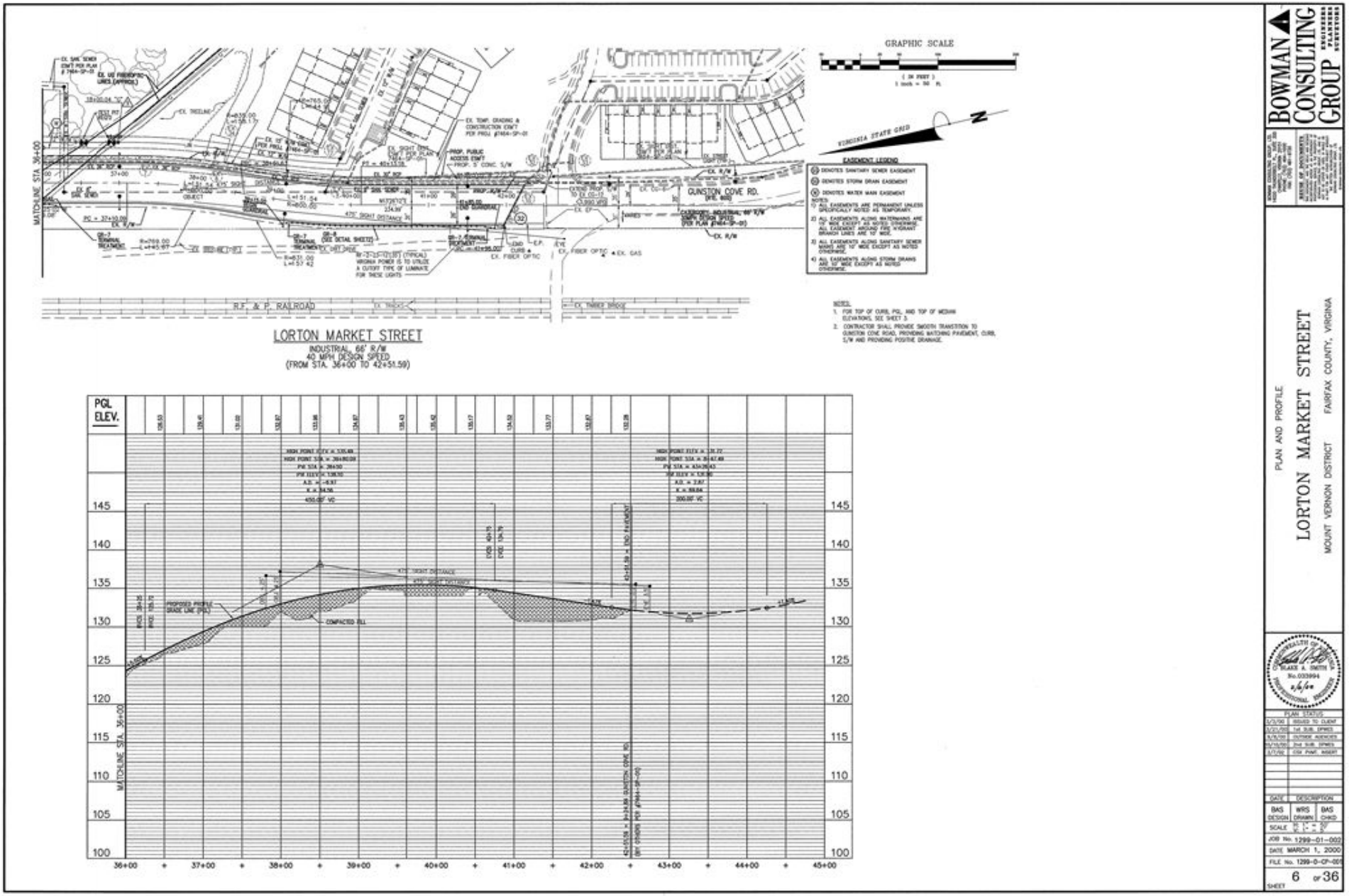
[ ] When checkbox is marked, by approving this permit, the issuing official certifies that the entrance was designed in accordance with Appendix F of the Road Design Manual

FINAL INSPECTION & SURETY REQUIREMENTS: Upon completion of the work or activity(s) authorized under this Land Use Permit, the permittee shall contact the following office in writing or by electronic communication to request final inspection and release of the surety obligation for this permit.

NOVA District - Fairfax Permits
4975 Alliance Drive Suite 1N
Fairfax, VA VA 22030

Permit No.947-117448 *VDOT's Web Site: www.vdot.virginia.gov* Permittee Copy

ATTACHMENT 5



Gunston Cove Road, Route 600 Railroad Crossing Abandonment Mount Vernon District – Tax Map 107-4						
Segment	**Street Name/Route #**	**Addition**	**Abandonment**	**Discontinuance**	**From**	**To**
A -> B	Gunston Cove Road, Route 600	--	-0.07mi	--	CL Lorton Market Street, Route 1572 – 0.26mi S CL Groom Cottage Drive, Route 8099 (A)	0.07mi W to Existing Gunston Cove Road, Route 600 (B)

Board Agenda Item
April 22, 2025

ACTION – 3

Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Vienna Metro Station Bicycle and Pedestrian Improvements Project (Providence District)

ISSUE:
Board of Supervisors' approval of, and authorization for the Director of the Fairfax County Department of Transportation (FCDOT), or designee, to execute, a Project Administration Agreement (PAA) Amendment with the Virginia Department of Transportation (VDOT) for the implementation of the Vienna Metro Station Bicycle and Pedestrian Improvements project. Board approval is requested via resolution (Attachment 1), and authorizes the Director, or designee, to execute not only the revised PAA (Attachment 2), but also any related agreements, including, but not limited to, Federal Subaward Agreements, on behalf of the County. The amendment includes a revised total project estimate of $12,849,463, as well as the allocated funding. The previous version of this agreement is included as Attachment 3.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT, or designee, to execute an amendment to the PAA with VDOT, substantially in the form of Attachment 2, along with any subsequent amendments, for the funding of the Vienna Metro Station Bicycle and Pedestrian Improvements project. This agreement secures full funding for the project. However, FCDOT staff will continue to seek all available funding sources to reduce the local contribution. The previous version of this agreement is included as Attachment 3.

TIMING:
Board approval is requested on April 22, 2025, to allow VDOT to implement the Vienna Metro Station Bicycle and Pedestrian Improvements project.

BACKGROUND:
The Vienna Metro Station Bicycle and Pedestrian Improvements project will enhance bicycle access to both the Vienna Metrorail Station and Metro West Town Center. The project includes constructing shared-use paths along Blake Lane and Sutton Road from the I-66 bridge to Country Creek Road, adding a separated two-way cycle track with adjacent sidewalk along Country Creek Road/Virginia Center Boulevard, and

implementing a road diet along Country Creek Road/Virginia Center Boulevard from Sutton Road to the Metro North Parking Lot entrance. The project will also include consolidating and relocating bus stops for improved transit access, realigning the I-66 westbound ramp to Country Creek Road, and modifying the traffic signals at the intersections of Sutton Road/Blake Lane, Country Creek Road/the ramp from westbound I-66, and Country Creek Road/Vaden Drive.

On September 24, 2019, the Board approved a PAA (Attachment 3) with VDOT for the preliminary engineering/design, right-of-way, and construction of the project, in the amount of $6,500,000. The agreement included $5,500,000 in Regional Surface Transportation Program (RSTP) funds and $1,000,000 in Transportation Alternatives funding (including $200,000 in local funding from Fund 40010, County and Regional Transportation Projects). As the project has progressed, the estimate has been revised to $12,849,463.

EQUITY IMPACT:
The Vienna Metro Station Bicycle and Pedestrian Improvement project is within a variety of areas that have ranges from very low, to average, to high vulnerability indexes. This project has the potential to advance equity by improving accessibility for the community, improving health and well-being, as well as advancing transportation equity by reducing reliance on vehicular transportation.

FISCAL IMPACT:
This project will be administered by VDOT, with local funding support. The current total project estimate is $12,849,463. The agreement amendment proposes local funding of $4,749,463. Under the initial agreement, $200,000 was transmitted to VDOT in FY 2020 from ST-000037, County-Maintained Bike and Trail Improvements – 2014, in Fund 30050, Transportation Improvements, leaving a balance of $1,993,195 to be paid in FY 2025 and $2,556,268 to be paid in FY 2026. The County was awarded $2,200,000 in NVTC Commuter Choice grant funds towards the project (Attachment 4) which are available in the Trails Access to Vienna Metro Station grant (1400169-2024). Staff also proposes using Northern Virginia Transportation Authority 30 Percent funds from 2G40-107-000, Construction Reserve, in Fund 40010, County and Regional Transportation Projects, to provide the remainder of the $2,349,463 in local funding required by the amended PAA. There is no additional impact to the General Fund.

Board Agenda Item
April 22, 2025

ENCLOSED DOCUMENTS:
Attachment 1: Agreement Execution Resolution for the Vienna Metro Station Bicycle and Pedestrian Improvements Project
Attachment 2: Project Administration Agreement Amendment (Revision 1) for the Vienna Metro Station Bicycle and Pedestrian Improvements Project
Attachment 3: Project Administration Agreement (Original, 2019) for the Vienna Metro Station Bicycle and Pedestrian Improvements Project
Attachment 4: Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration Between the Northern Virginia Transportation Commission and Fairfax County (October, 2022)

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section (FS), FCDOT
Smitha Chellappa, Senior Transportation Planner, FS, FCDOT
Michael Guarino, Chief, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:
John Dorsey, Assistant County Attorney

Attachment 1

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT AMENDMENT FOR THE
VIENNA METRO STATION BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT

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 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the funding of the Vienna Metro Station Bicycle and Pedestrian Improvements project (VDOT project # EN18-029-423, UPC 113611) ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement amendment (Appendix A, Revision 1 for UPC 113611, attached) executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the Project Administration Agreement amendment, and subsequent amendments, with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 22nd day of April, 2025

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

VDOT Administered, Locally Funded Appendix A, Revision 1 **Date:** 12/30/2024

Project Number: EN18-029-423 UPC: 113611 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4:22033-2867	Locality UEI #: W2ZUFMBDM378	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033-2867

Project Narrative

Work Description:	Vienna Metro Station Bicycle and Pedestrian Improvements: Construct new shared use path along Sutton Road (south/east side). Construct cycle track and sidewalk along Country Creek Road (south side) and Virginia Center Boulevard (south side). Modify I-66 westbound exit ramp.
From:	0.05 miles south of Sutton Rd/Blake Ln Int
To:	0.22 miles east of Vaden Drive
Locality Project Manager Contact info:	Caijun Luo, 703.877.5755, Caijun.Luo@fairfaxcounty.gov
Department Project Manager Contact Info:	Zamir Mirza, 703.259.1794, Zamir.Mirza@VDOT.Virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$2,200,000
Right of Way & Utilities	$2,627,221
Construction	$8,022,242
Total Estimated Cost	$12,849,463

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$1,700,000	Transportation Alternatives	20%	$340,000
	$500,000	Local Funds	100%	$500,000
				$0
Total PE	$2,200,000			$840,000
Right of Way & Utilities	$1,250,000	Earmark	20%	$250,000
	$300,000	Transportation Alternatives	20%	$60,000
	$27,221	RSTP	0%	$0
	$1,050,000	Local Funds	100%	$1,050,000
Total RW	$2,627,221			$1,360,000
Construction	$5,472,779	RSTP	0%	$0
	$2,549,463	Local Funds	100%	$2,549,463
				$0
Total CN	$8,022,242			$2,549,463
Total Estimated Cost	$12,849,463			$4,749,463

Total Maximum Reimbursement / Payment by Locality to VDOT	$4,749,463

Project Financing

Transportation Alternatives	Transportation Alternatives Match	Earmark	Earmark Local Match	RSTP	Local Funds	**Aggregate Allocations**
$1,600,000	$400,000	$1,000,000	$250,000	$5,500,000	$4,099,463	$12,849,463

Payment Schedule

FY 2025	FY 2026
$1,993,195	$2,556,268

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and the Transportation Alternatives Program Guide.
- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $8,100,000
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $200,000 for this project as of 12/30/2024.
- VDOT has received $200,000 from the LOCALITY for this project as of 12/30/2024.
- This project is funded with Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- This is a limited funds project. Financing of any eligible costs in excess of $8,100,00.00 and all ineligible costs as determine by the DEPARTMENT pursuant to the DEPARTMENT'S current policy and procedure in the administration of the Transportation Alternatives Program Guide will be borne 100% by the LOCALITY.
- For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds.
- In accordance with CTB policy, the Project must be under construction by 10/31/2025 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.
- Upon execution of this Appendix-A, VDOT will invoice the LOCALITY for the remaining share of the project PE costs ($640,000.00) and the LOCALITY share of the RW costs . The LOCALITY shall make one lump sum payment in the amount of $2,000,000.00, to VDOT, no later than 30 days after receipt of VDOT's invoice. At Advertisement for the project, VDOT will invoice the LOCALITY for their share of the project CN costs.
- This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.

Note - The funds order is not indicative of the actual spend order of funds on the project.

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

Authorized Locality Official and Date

Typed or printed name of person signing

Authorized VDOT Official and Date

Typed or printed name of person signing

Revised: February 1, 2019

VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT

FAIRFAX COUNTY
PROJECT NUMBER ENI8-029-423 UPC 113611

THIS AGREEMENT, made and executed in triplicate on this the 3^ day of December, 2019, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

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

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

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

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

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

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

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

only local MB AB

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

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

F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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

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

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

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

COUNTY OF FAIRFAX, VIRGINIA:

_____ 10/2/19
Date

Tom Biesiadny
Typed or Printed Name of Signatory

_____
Date

Jacque Cladd 10/2/19
Signature of Witness Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____ 12/30/19
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Brenda Crouch 12/30/2019
Signature of Witness Date

Attachments: Appendix A (UPC 113611)
Appendix B (UPC 113611)

VDOT Administered, Locally Funded Appendix A **Date:** 9/13/2019

Project Number: EN18-029-423 UPC: 113611 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 22181-4800	Locality DUNS # 074837626	Locality Address (incl ZIP+4): 4050 Legato Rd,Suite 400, Fairfax, VA 22033-2867

Project Narrative

Scope:	Construct new shared use path along Virginia Center Blvd (south side) and Sutton Road (west side), removing existing sidewalk. Construct two-way Cycle Track and sidewalk along Country Creek Road (south side).
From:	Blake Lane
To:	Virginia Center Boulevard

Locality Project Manager Contact info:	Lauren Delmare	703-877-5781	lauren.delmare@fairfaxcounty.gov
Department Project Coordinator Contact Info:	Tim Hartzell	703-259-2749	timothy.hartzell@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$1,000,000
Right of Way & Utilities	$350,000
Construction	$5,150,000
Total Estimated Cost	$6,500,000

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$1,000,000	Transp. Alternatives	20%	$200,000
Total PE	$1,000,000			$200,000
Right of Way & Utilities	$350,000	RSTP	0%	$0
				$0
Total RW	$350,000			$0
Construction	$5,150,000	RSTP	0%	$0
Total CN	$5,150,000			$0
Total Estimated Cost	$6,500,000			$200,000

Total Maximum Reimbursement / Payment by Locality to VDOT	$200,000

Project Financing

RSTP	Transportation Alternatives ~~State Match~~	Transportation Alternatives Local Match			Aggregate Allocations
$5,500,000	$800,000	$200,000			$6,500,000

Payment Schedule

- **The LOCALITY shall make one payment to VDOT of $200,000 within 60 days of execution of the agreement.**

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $6,300,000
- VDOT has billed the LOCALITY $0 for this project as of 9/13/2019.
- VDOT has received $0 from the LOCALITY for this project as of 9/13/2019.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- This is a limited funds project. Financing of any eligible costs in excess of $6,300,000 and all ineligible costs as determined by the DEPARTMENT pursuant to the DEPARTMENT's current policy and procedure in administration of the Transportation Alternatives Program Guide will be borne 100% percent by the LOCALITY.
- ~~When reimbursing with TA funding, eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.~~
- In accordance with CTB policy, the Project must be under construction by 10/1/2022 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.

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

Tom Biesiadny 10/2/19
Authorized Locality Official and Date

Tom Biesiadny
Typed or printed name of person signing

Andrew G. Beacher 10/10/19
Authorized VDOT Official and Date

ANDREW G. BEACHER
Typed or printed name of person signing

Revised: August 13, 2018

Appendix B

Project Number: EN18-029-423 (UPC 113611) Locality: Fairfax County

Project Scope	
Work Description:	Construct new shared use path along Virginia Center Blvd (south side) and Sutton Road (west side), removing existing sidewalk. Construct two-way Cycle Track and sidewalk along Country Creek Road (south side).
From:	Blake Lane
To:	Virginia Center Boulevard

Locality Project Manager Contact Info:	Lauren Delmare	703-877-5781	Lauren.Delmare@fairfaxcounty.gov
Department Project Coordinator Contact Info:	Tim Hartzell	703-259-2749	Timothy.Hartzell@vdot.virginia.gov

Detailed Scope of Services

Virginia Center Boulevard (from I-66 WB On Ramp to Vaden Drive):

- 200 ft of new 10' wide Shared Use Path along the I-66 WB ramp in front of the parking lot.
- 1,200 ft of new 10' wide Shared Use Path along the south side of the road by reducing the road by one lane to accommodate the shared use path and maintaining the existing sidewalk, where feasible (subject to approval of road diet)
- Provide new pavement markings, signage, and traffic signal optimization
- Conduct Traffic Analysis to determine feasibility of road diet.
- Provide enhanced crosswalks.

Country Creek Road (from Vaden Drive to Sutton Road)

- 1,500 ft of two-way Cycle Track and sidewalk along the south side of the road (included in road diet)
- Provide new pavement markings, signage and traffic signal.
- Remove free flow right turn from I-66 ramp and add right turn lane at signal (subject to approval of Interchange Modification Report (IMR)).
- Provide enhanced crosswalks.

Sutton Road (from Country Club Road to Blake Lane)

- 1,900 ft of new 10' Shared Use Path on the south side of Sutton Road.
- Reduce right of way impacts north of Sutton Green Court by using excessive pavement while maintaining on-street parking both sides of Sutton Road.
- Potential 800 ft of retaining wall due to steep grades
- Provide new bike/pedestrian crossing on Blake Lane on the south side of the intersection along with a new traffic signal.
- Upgrade 100 ft. of existing sidewalk on west side of Blake Lane to 10' shared use path.

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

10/2/19
Authorized Locality Official and date

Tom Biesiadny
Typed or printed name of person signing

10/10/19
Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

ANDREW G. BEACHER
Typed or printed name of person signing

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, September 24, 2019, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
AS AN ENDORSEMENT OF THE
Vienna Metrorail Station Trail Improvement PROJECT

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of, Vienna Metrorail Station Trail Improvement project (VDOT project # EN18-029-423, UPC 113611) ("Project").

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

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

ADOPTED this 24th day of September, 2019.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

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Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

Between the Northern Virginia Transportation Commission and Fairfax County

NVTC Project Number: **059-62-23**

NVTC Project Name: **Trail Access to Vienna Metrorail Station**

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration ("this Agreement") is made and executed in duplicate on October 18, 2022 by and between the Northern Virginia Transportation Commission ("NVTC") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project ("MOA"), as most recently amended on May 19, 2021, with the Commonwealth Transportation Board ("CTB"), and the Virginia Department of Transportation ("VDOT"), and the Virginia Department of Rail and Public Transportation ("DRPT"), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities ("Components" as used in the MOA and, for purposes of this Agreement, "Projects") in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the "Beltway") and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the "Facility") which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB's tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire's payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as "Toll Revenue") for the implementation of Projects selected

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by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

Recipient Entity shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds

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for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project, as approved, contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B). NVTC may not provide Toll Revenue funding to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using NVTC Toll Revenue, Recipient Entity shall submit a written request to NVTC's Executive Director explaining the need for NVTC's funding of an advanced phase. NVTC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC's current and projected cash flow position and make a recommendation to NVTC whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds

to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC's reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project

completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.

11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.

12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.

13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct

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connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

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19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.

20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.

21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

1. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.

2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

3. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's

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Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.

6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

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C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.

2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.

3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a

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third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: Fairfax County,
to the attention of Tom Biesiadny, Director
4050 Legato Road, Suite 400
Fairfax County, VA 22033 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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

Northern Virginia Transportation Commission

By: DocuSigned by: Katherine A Mattice 821470119A7B4A7...

Date: 10/18/2022

Fairfax County

By:

Date: 9/13/22

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Appendix A –Project Description and Performance Measures

Project Number: 059-62-23

Project Title: Trail Access to Vienna Metrorail Station

Recipient Entity: Fairfax County

Toll Revenue Funds: $2,200,000

Project Description
Commuter Choice funding will facilitate the construction of a nearly one-mile segment of the I-66 Trail between the Nutley Street interchange at the Vienna Station and Blake Lane. The I-66 Trail is a bicycling and walking path that will parallel I-66 between Centreville and the I-495 Beltway and connect several other on-and off-street paths in Fairfax County. The trail will create a safe, attractive route to Metrorail by bicycle or foot for commuters making their way to destinations in the I-66 Inside the Beltway corridor. Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 15 persons.

Performance Measures and Reporting
Performance Measures Report number of morning peak-period bicyclists and pedestrians entering the Metrorail station from the trail. **Collection Period** Report trail user entrances to the Metrorail station collected over a two-week period in March or April. Chosen period should not include any holiday periods and the weekday average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period. Provide baseline counts of bicyclists and pedestrians entering the Metrorail station on the north side for a comparable period (including with comparable weather conditions) before the trail is constructed. After the project has been implemented, performance data shall be collected each year up to five years after implementation. **Reporting** Report data to NVTC in a technical memorandum outlining the following: 1. Data collection methodology 2. Data collection dates 3. Results – data 4. Notes (if necessary)

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Reports are due each July 1 or as otherwise identified by NVTC. Submit reports by email to Ben Owen and Adam Hager at NVTC at benowen@novatransit.org and adamhager@novatransit.org.

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APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Trail Access to Vienna Metrorail Station	Project Number:	059-62-23
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Malcolm Watson		
Email	malcolm.watson@fairfaxcounty.gov		
Phone	571-633-5361		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources: Approved NVTC Toll Revenue Funds	Funding Sources: Other Funds (if applicable)	*Source of Other Funds*
Study	$ -	$ -	$ -	
Preliminary Engineering (PE)	$ 1,000,000	$ -	$ 1,000,000	Local, Transportation Alternatives
Right-of-Way (ROW)	$ 1,930,407	$ -	$ 1,930,407	Transportation Alternatives, RSTP
Construction (CN)	$ 6,625,125	$ 2,200,000	$ 4,425,125	Transportation Alternatives, RSTP
Capital Asset Acquisition	$ -	$ -	$ -	
Other-Marketing	$ -	$ -	$ -	
Transit Operating Costs	$ -	$ -	$ -	
Other Operating Costs	$ -	$ -	$ -	
Total	$ 9,555,532	$ 2,200,000	$ 7,355,532	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2023
Study	$ -
Preliminary Engineering (PE)	$ -
Right-of-Way (ROW)	$ -
Construction (CN)	$ 2,200,000
Capital Asset Acquisition	$ -
Other-Marketing	$ -
Transit Operating Costs	$ -
Other Operating Costs	$ -
Total	$ 2,200,000

TABLE B-3 QUARTERLY PROJECT CASH FLOW *FOR NVTC TOLL REVENUE FUNDS ONLY*

Quarter	FY2023	FY2024	FY2025	FY2026	FY2027
1st, September 30th	$ 550,000	$ -	$ -	$ -	$ -
2nd, December 31st	$ 550,000	$ -	$ -	$ -	$ -
3rd, March 31st	$ 550,000	$ -	$ -	$ -	$ -
4th, June 30th	$ 550,000	$ -	$ -	$ -	$ -
Total	**$ 2,200,000**	$ -	$ -	$ -	$ -

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity

Signature

Director, Dept. of Planning

Title

9/13/22

Date

Tom Biesiadny

Print name of person signing

Northern Virginia Transportation Commission

DocuSigned by: Katherine A Mattice

Signature

NVTC Executive Director

Title

10/18/2022

Date

DocuSigned by:

Signature

NVTC Director of Finance and Administration

Title

10/18/2022

Date

Revised 2022-06-21

DocuSign Envelope ID: 1BD767A8-182C-4D8B-8282-781EC3B3F752

APPENDIX C

REIMBURSEMENT REQUEST (I-66 CORRIDOR)

NVTC Project Number: _____
NVTC Project Title: _____
Draw Request Number: _____

Date: _____ __, 20___

Northern Virginia Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, Virginia 22201

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration dated _____ ___, 20___ (the "Agreement") between the Northern Virginia Transportation Commission ("NVTC") and _____ (the "Recipient Entity"). The Recipient Entity hereby requests $_____ of Toll Revenue, to pay the costs of the Project set forth in the attached detailed Reimbursement Request form and in accordance with the Agreement.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTC to withhold the requested advance.

RECIPIENT ENTITY
By: _____
Name: _____
Title: _____

APPENDIX C - REIMBURSEMENT REQUEST (I-66 CORRIDOR)

Project Number: _____ Request Number _____
Project Title: _____ Request Date _____
Recipient Entity: _____ Request Amount _____

Table C-1, SUMMARY

Project Type	Total Toll Revenue Funds	Previous Amount Requested to Date*	Amount of This Request	Total Requested to Date	Balance Toll Revenue Funds
Study	$ -	$ -	$ -	**$ -**	**$ -**
Preliminary Engineering	-	-	-	**-**	**-**
Right-of-Way	-	-	-	**-**	**-**
Construction	-	-	-	**-**	**-**
Capital Asset Acquisition	-	-	-	**-**	**-**
Annual Transit Operating	-	-	-	**-**	**-**
Other _____	-	-	-	**-**	**-**
Other _____	-	-	-	**-**	**-**
TOTALS	$ -	$ -	$ -	**$ -**	**$ -**

* Enter amounts from "Total Requested to Date" column from the previous reimbursement request.

Table C-2, LISTING OF ATTACHED INVOICES AND PROOF OF PAYMENT

Vendor/Contractor	Invoice Number	Item Number	Component Type	Invoice Total	NVTC Funding Request
				$ -	$ -
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
Total				$ -	$ -

Version 2019-12

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APPENDIX D - Reserved for TAX COVENANTS

(Use for components funded with bond proceeds, assuming NVTC issues bonds.)

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APPENDIX E –Authorization of designee(s)

Recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes or resolution.

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CLERK'S BOARD SUMMARY

REPORT OF ACTIONS OF THE FAIRFAX COUNTY BOARD OF SUPERVISORS

TUESDAY
September 13, 2022

This does not represent a verbatim transcript of the Board Meeting and is subject to minor change. For the most up-to-date version, check the website https://www.fairfaxcounty.gov/boardofsupervisors/board-meeting-summaries. This document will be made available in an alternative format upon request. Please call 703-324-3151 (VOICE), 711 (TTY).

16-22

BV:bv

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday, September 13, 2022, at 9:33 a.m., there were present:

- Chairman Jeffrey C. McKay, presiding
- Supervisor Walter Alcorn, Hunter Mill District
- Supervisor John W. Foust, Dranesville District
- Supervisor Penelope A. Gross, Mason District
- Supervisor Patrick S. Herrity, Springfield District
- Supervisor Rodney Lusk, Lee District
- Supervisor Dalia Palchik, Providence District
- Supervisor Kathy L. Smith, Sully District
- Supervisor Daniel G. Storck, Mount Vernon District
- Supervisor James Walkinshaw, Braddock District

Others present during the meeting were Bryan J. Hill, County Executive; Elizabeth Teare, County Attorney; Jill G. Cooper, Clerk for the Board of Supervisors; Dottie Steele, Chief Deputy Clerk for the Board of Supervisors; Nathaniel Strathearn, Management Analyst II, Ekua Brew-Ewool and Kecia Kendall, Deputy Clerks, and Bobby Vaught, Administrative Assistant, Department of Clerk Services.

55. **A-5 – APPROVAL OF FAIRFAX CONNECTOR JANUARY 14, 2023, SERVICE CHANGES (BRADDOCK, DRANESVILLE, HUNTER MILL, PROVIDENCE, SPRINGFIELD, AND SULLY DISTRICTS)** (1:36 p.m.)

On motion of Supervisor Alcorn, seconded by Chairman McKay, and carried by unanimous vote, the Board concurred in the recommendation of staff and approved the Fairfax Connector's January 14, 2023, service change proposals as outlined in the Proposed Service Changes Summary section of the Board Agenda Item.

56. **A-6 – AUTHORIZATION TO SIGN STANDARD PROJECT AGREEMENTS (SPAs) FOR DISTRIBUTION OF I-66 INSIDE THE BELTWAY TOLL REVENUES FOR MULTI-MODAL PROJECTS IN THE I-66 CORRIDOR (PROVIDENCE, DRANESVILLE, AND HUNTER MILL DISTRICTS)** (1:37 p.m.)

On motion of Supervisor Alcorn, jointly seconded by Supervisor Lusk and Supervisor Palchik, and carried by unanimous vote, the Board concurred in the recommendation of staff and authorized the Director of the Department of Transportation to sign the two SPAs between the County and the Northern Virginia Transportation Commission (NVTC) for distribution of I-66 Inside the Beltway toll revenues in the amount of $3,432,850. NVTC will allocate these funds to the County to implement two projects:

- Renewal of operating funds for bus service from the Vienna Metrorail Station to the Pentagon (Route 698)

- The construction of a nearly one-mile segment of the I-66 Trail between the Nutley Street interchange at the Vienna Metrorail Station and Blake Lane

57. **A-7 – ENDORSEMENT OF LOCALLY PREFERRED ALTERNATIVE FOR THE SOAPSTONE CONNECTOR PROJECT FROM SUNRISE VALLEY DRIVE TO SUNSET HILLS ROAD (HUNTER MILL DISTRICT)** (1:37 p.m.)

On motion of Supervisor Alcorn, seconded by Chairman McKay, and carried by unanimous vote, the Board concurred in the recommendation of staff and endorsed Alternative One, as generally presented in the May 2022 Revised Environmental Assessment (EA) and August 2017 EA, as the Locally Preferred Alternative as outlined in the Background section of the Board Agenda Item.

Board Agenda Item
April 22, 2025

ACTION – 4

Authorization to Execute a Revision to the Project Administration Agreement with the Virginia Department of Transportation for the Soapstone Connector Project (Hunter Mill District)

ISSUE:
Board of Supervisors' approval of, and authorization for the Director of the Fairfax County Department of Transportation (FCDOT), or designee, to execute, a revision to the Project Administration Agreement (PAA) with the Virginia Department of Transportation (VDOT) for the funding of the Soapstone Connector Road project. Board approval is requested via resolution (Attachment 1), and authorizes the Director, or designee, to execute not only the revised PAA (Attachment 2), but also any related agreements, including, but not limited to, Federal Subaward Agreements, on behalf of the County. Attachment 2 reflects an updated total project cost estimate of $235 million, a $19.1 million increase from the previously approved agreement. Previous versions of this agreement are included as Attachments 3 and 4.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) approve a resolution (Attachment 1) authorizing the Director of FCDOT, or designee, to execute an amendment to the PAA with VDOT, substantially in the form of Attachment 2, along with any subsequent amendments, for the funding of the Soapstone Connector Road project. This agreement secures full funding for the project. However, FCDOT staff will continue to seek all available funding sources to reduce the local contribution. Previous versions of this agreement are included as Attachments 3 and 4.

TIMING:
Board approval is requested on April 22, 2025, so that VDOT can continue implementation of the project.

BACKGROUND:
The Soapstone Connector Road project will provide a multimodal facility, approximately one-half mile long, between Sunrise Valley Drive and Sunset Hills Road, in Reston. The project will be located just west of the Wiehle-Reston East Metrorail Station and will include a new bridge over the Dulles Toll Road, the Dulles International Airport Access Highway (DIAAH), and the Metrorail Silver Line. The purpose of the project is to

provide additional multimodal capacity across the Dulles Corridor, reduce congestion and delay at intersections along Wiehle Avenue, and improve accessibility and mobility to and within the area surrounding the Wiehle-Reston East Metrorail. In addition to lanes for vehicular traffic, the project includes bike and pedestrian facilities. The proposed new facility will extend the existing north-south oriented Soapstone Drive from its intersection with Sunrise Valley Drive. After crossing the Dulles Corridor, the new facility will terminate at a new intersection with Sunset Hills Road. The Board approved the conceptual plans for the project on May 13, 2014. The current total project estimate (TPE) is $235.0 million, which is a $19.1 million increase from the previously approved agreement. The increase is mainly due to utility relocation costs, updated unit costs, and adjustments to contingencies and inflation based on revised timelines and information from past projects.

This project was included in the Reston Phase I Comprehensive Plan Amendment approved by the Board on February 11, 2014. It is a high priority for improving circulation in Reston and will support the additional development approved in the Comprehensive Plan Amendment. VDOT has agreed to implement the project.

EQUITY IMPACT:
The immediate surrounding area affected by this project lies within a low to very low vulnerability; however, a wider area that could potentially benefit from this project lies within a very high vulnerability. The following high vulnerability areas may benefit from this project: west of Wiehle Avenue and South of Baron Cameron Avenue, as well as west of Soapstone Drive and south of South Lakes Drive. The area west of Reston Parkway and south of the Dulles Toll Road is also within a high vulnerability area. This project is in alignment with One Fairfax focus area supporting congestion mitigation and providing accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health. The project provides community members a safe and equitable transportation option besides a single use occupancy vehicle. VDOT held a community meeting in October 2024 for feedback; during the meeting an updated project schedule and financial impact was shared with the community.

FISCAL IMPACT:
The current total project estimate is $235.0 million. The funding breakout includes: $88.8 million of Northern Virginia Transportation Authority (NVTA) regional revenue; $6.5 million in state Revenue Sharing; $99.4 million in local funds (including $6.5 million as a local match to state Revenue Sharing) through Fund 40010, County and Regional Transportation Projects; and $40.2 million in Regional Surface Transportation Program (RSTP) funds. The revised agreement proposes the local contribution of $99.4 million

to be paid over FY 2028 - FY 2036 as part of the planned construction timeline. Between prior expenses already incurred on this project in Fund 40010, County and Regional Transportation Projects; in 2G40-078-000, Dulles Toll Road and Soapstone Drive; and in 2G40-143-000, Soapstone-Dulles Toll Road Over Pass; as well as future local share NVTA funds and regional funds that will be appropriated from NVTA, sufficient resources have been identified to satisfy the cashflow requirements of this agreement. There is no additional impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution to Execute a Revision to the Soapstone Connector Road project Administration Agreement UPC 112479 with VDOT
Attachment 2: Revision 2 Project Administration Agreement (UPC 112479) for the Soapstone Connector Road project.
Attachment 3: Revision 1 Project Administration Agreement (UPC 112479) for the Soapstone Connector Road project.
Attachment 4: Original Project Administration Agreement (UPC 112479) for the Soapstone Connector Road project.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section (FS), FCDOT
Smitha Chellappa, Senior Transportation Planner, FS, FCDOT
Jennifer Rosales, Fund Manager, FS, FCDOT
Michael Guarino, Chief, Capital Projects Section (CPS), FCDOT
Negin Askarzadeh, Transportation Planner IV, CPS, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT AMENDMENT FOR THE SOAPSTONE CONNECTOR ROAD PROJECT

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 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the CTB to establish a project(s), if not already established, for the funding of the Soapstone Connector Road project, VDOT project number 4720-029-349, UPC 112479 ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement (PAA) Amendment (Appendix A, Revision 2 for UPC 112479, attached) executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the PAA amendment, and subsequent amendments, with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 22nd day of April, 2025

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

VDOT Administered, Locally Funded Appendix A Revision 2 **Date:** 12/17/2024

Project Number: 4720-029-349 UPC: 112479 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 20191-1502	Locality UEI #: W2ZUFMBDM378	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, Virginia 22033-2867

Project Narrative

Work Description:	SOAPSTONE CONNECTOR ROAD - New roadway between Sunset Hills Rd and Sunrise Valley Dr in Reston. Near Wiehle-Reston East Metrorail Station, includes crossing over the Dulles Corridor. Includes 4 lane cross section, on-road bike, sidewalk, and shared use path.
From:	Sunrise Valley Drive
To:	Sunset Hills Road
Locality Project Manager Contact info:	Negin Askarzadeh 703-877-5713 Negin.Askarzadeh@fairfaxcounty.gov
Department Project Manager Contact Info:	Khalil Minhas 703-259-2768 Khalil.Minhas@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$9,200,000
Right of Way & Utilities	$136,806,963
Construction	$88,993,037
Total Estimated Cost	$235,000,000

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$9,200,000	RSTP	0%	$0
Total PE	$9,200,000			$0
Right of Way & Utilities	$31,040,543	RSTP	0%	$0
	$88,793,037	Local Funds (NVTA)	100%	$88,793,037
	$13,073,726	Revenue Sharing	50%	$6,536,863
	$3,899,657	Local Funds	100%	$3,899,657
Total RW	$136,806,963			$99,229,557
Construction	$88,993,037	Local Funds	100%	$88,993,037
Total CN	$88,993,037			$88,993,037
Total Estimated Cost	$235,000,000			$188,222,594

Total Maximum Reimbursement / Payment by Locality to VDOT	$188,222,594

Project Financing

RSTP	Revenue Sharing State Match	Revenue Sharing Local Match	Local Funds	Local Funds (NVTA)	**Aggregate Allocations**
$40,240,543	$6,536,863	$6,536,863	$92,892,694	$88,793,037	$235,000,000

Payment Schedule

FY 2028 (RW)	FY 2029 (RW)	FY 2030 (RW)	FY 2031 (RW)	FY 2032 (RW)	FY 2033 (RW)
$14,798,839.50	$14,798,839.50	$14,798,839.50	$14,798,839.50	$14,798,839.50	$14,798,839.50

FY 2033 (CN)	FY 2034 (CN)	FY 2035 (CN)	FY 2036 (CN)
$16,284,245.00	$16,284,245.00	$16,284,245.00	$16,284,245.00

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $46,777,406.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $34,292,577 for this project as of 12/17/24.
- VDOT has received $34,292,577 from the LOCALITY for this project as of 12/17/24.
- The LOCALITY will be billed quarterly for RW Phase payments. The LOCALITY shall make one lump sum payment to VDOT, no later than 30 days after receipt of VDOT's invoice.
- The LOCALITY will be billed semi-yearly for CN Phase payments. The LOCALITY shall make one lump sum payment to VDOT, no later than 30 days after receipt of VDOT's invoice.

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

Authorized Locality Official and Date

Authorized VDOT Official and Date

Revised: February 1, 2019

VDOT Administered, Locally Funded Appendix A, Revision 1 Date: 2/14/2020

Project Number: 4720-029-349 UPC: 112479 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 20191-1502	Locality DUNS #074837626	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033-2895

Project Narrative

Work Description:	SOAPSTONE CONNECTOR - New roadway between Sunset Hills Rd and Sunrise Valley Dr in Reston. Near Wiehle-Reston East Metrorail Station, includes crossing over the Dulles Corridor. Includes 4 lane cross section, on-road bike, sidewalk, and shared use path.		
From:	Sunrise Valley Drive		
To:	Sunset Hills Road		
Locality Project Manager Contact info:	Audra Bandy	703-877-5713	audra.bandy@fairfaxcounty.gov
Department Project Manager Contact Info:	Khalid Ghandhi	703-259-2397	khalid.ghandhi@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$9,200,000
Right of Way & Utilities	$136,000,000
Construction	$70,700,000
Total Estimated Cost	$215,900,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$9,200,000	Revenue Sharing	50%	$4,600,000
Total PE	$9,200,000			$4,600,000
Right of Way & Utilities	$3,873,726	Revenue Sharing	50%	$1,936,863
	$15,500,000	RSTP	0%	$0
	$116,626,274	Local Funds	100%	$116,626,274
Total RW	$136,000,000			$118,563,137
Construction	$70,700,000	Local Funds	100%	$70,700,000
Total CN	$70,700,000			$70,700,000
Total Estimated Cost	$215,900,000			$193,863,137

Total Maximum Reimbursement / Payment by Locality to VDOT	$193,863,137

Project Financing

Revenue Sharing (State Match)	Revenue Sharing (Local Match)	RSTP	Local Funds		Aggregate Allocations
$6,536,863	$6,536,863	$15,500,000	$187,326,274		$215,900,000

Payment Schedule

FY2021 (Revenue Sharing)	FY2021	FY2022	FY2023	FY2024	FY2025
$452,577	$31,914,112	$31,914,112	$31,914,112	$31,914,112	$31,914,112
	$452,577				

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $22,036,863.
- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- The locality intends to apply for additional funds such as but not limited to NVTA/Smart Scale/Revenue Sharing/ect., to offset the Local Contribution. However, in the event these funds cannot be obtained, the locality is committed to providing their local share amount.
- VDOT has billed the LOCALITY $33,840,000 for this project as of 12/23/2019.
- VDOT has received $33,840,000 from the LOCALITY for this project as of 12/23/2019.
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- This Project has Revenue Sharing Program allocations. Per §33.2-357 the Project must progress in order to prevent these funds from being de-allocated.
- **The LOCALITY shall make one lump sum payment to VDOT in the amount of $452,577 no later than the last quarter of FY2021 and prior to the start of the Right of Way (RW) phase in FY 2021, upon receipt of the VDOT invoice.**
- **The LOCALITY shall make equal payments to VDOT as follows:**

FY2021: Quarterly payments of $7,978,528 (Total = $31,914,112)
FY2022: Quarterly payments of $7,978,528 (Total = $31,914,112)
FY2023: Quarterly payments of $7,978,528 (Total = $31,914,112)
FY2024: Quarterly payments of $7,978,528 (Total = $31,914,112)
FY2025 Quarterly payments of $7,978,528 (Total = $31,914,112)

- This Appendix A updates the project estimate and funding and supersedes all previous versions signed by VDOT and the LOCALITY.

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

Tom Biesiadny 3/9/2020
Authorized Locality Official and Date
Tom Biesiadny
Typed or printed name of person signing

Andrew G. Beacher 3/11/20
Authorized VDOT Official and Date
ANDREW G. BEACHER
Typed or printed name of person signing

Revised: February 1, 2019

VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT

FAIRFAX COUNTY
PROJECT NUMBER 4720-029-349 UPC 112479

THIS AGREEMENT, made and executed in triplicate on this the 19th day of December, 2017, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

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

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

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

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

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

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

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

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

F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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

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

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

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

COUNTY OF FAIRFAX, VIRGINIA:

11/30/17
Date

TOM BIESIADNY
Typed or Printed Name of Signatory

11/30/17
Date

Signature of Witness

11/30/17
Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

12/19/17
Date

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Brenda Couch
Signature of Witness

12/19/2017
Date

Attachments:
Appendix A (UPC 112479)
Appendix B (UPC 112479)

VDOT Administered, Locally Funded Appendix A Date: 11/28/2017

Project Number: 4720-029-349 UPC: 112479 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 20191-1502	Locality DUNS # 074873626	Locality Address (incl ZIP+4): 4050 Legato Rd, Suite 400, Fairfax, VA 22033-2895

Project Narrative

Scope: New roadway between Sunset Hills Road and Sunrise Valley Drive in Reston. Includes crossing over the Dulles Toll Road. Bridge section includes a 4 lane cross section, on-road bike lanes, sidewalk, and shared use path. Roadway includes 2 travel lanes, center turn lane, bike lanes, sidewalk and shared use path.

From: Sunrise Valley Drive

To: Sunset Hills Road

Locality Project Manager Contact Info:	Audra Bandy	Phone: 703-877-5713	audra.bandy@fairfaxcounty.gov
Department Project Coordinator Contact Info:	Khalid Gandhi	Phone: 703-259-2397	khalid.gandhi@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$7,740,000
Right of Way & Utilities	$116,100,000
Construction	$45,400,000
Total Estimated Cost	$169,240,000
Estimate for Current Billing	$169,240,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$7,740,000	Local Funds	100%	$7,740,000
				$0
				$0
Total PE	$7,740,000			$7,740,000
Right of Way & Utilities	111,200,000	Local Funds	100%	$111,200,000
	$4,900,000	RSTP	0%	$0
				$0
Total RW	$116,100,000			$111,200,000
Construction	$45,400,000	Local Funds	100.00%	$45,400,000
				$0
				$0
Total CN	$45,400,000			$45,400,000
Total Estimated Cost	$169,240,000			$164,340,000

Total Maximum Reimbursement / Payment by Locality to VDOT	$164,340,000

Project Financing

RSTP	RSTP - State Match	Local Funds			Aggregate Allocations
$3,920,000	$980,000	$164,340,000	$0	$0	$189,240,000

Payment Schedule

FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
$7,740,000	26,100,000	26,100,000	26,100,000	26,100,000	26,100,000
FY 2024					
26,100,000					

Program and project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $4,900,000
- VDOT has billed $0.00 (dollar amount) the locality for this project as of 9/17/2017
- VDOT has received $0.00 (dollar amount) from the locality for this project as of 9/17/2017
- Locality shall make a one time payment of $7,740,000 no later than 60 days after agreement execution.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of obligation.
- All local contribution payments to VDOT are contingent upon receipt of invoice for the applicable pay period.
- The locality intends to apply for additional funds such as but not limited to NVTA/Smart Scale/Revenue Sharing/etc. to offset the Local Contribution. However, in the event these funds cannot be obtained, the locality is committed to providing their local share amount.

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

Authorized Locality Official and Date: 11/30/17

TOM BIESIADNY
Typed or printed name of person signing

Authorized VDOT Official and Date: 12/4/17

ANDREW G. BEACHER
Typed or printed name of person signing

Revised: June 15, 2016

Appendix B

Project Number: **(UPC 112479)** **Locality: Fairfax County**

Project Scope	
Work Description:	**Soapstone Connector - New Roadway**
From:	**Sunrise Valley Drive**
To:	**Sunset Hills Road**

Locality Project Manager Contact Info:	Audra Bandy	703-877-5713	Audra.Bandy@fairfaxcounty.gov
Department Project Coordinator Contact Info:	Khalid Gandhi	703-259-2397	Khalid.Gandhi@vdot.virginia.gov

Detailed Scope of Services

VDOT to administer the Preliminary Engineering, Right of Way and Construction for a new roadway (referred to as the Soapstone Connector) between Sunset Hills Rd and Sunrise Valley Drive in Reston crossing over the Dulles Corridor (which includes the Dulles Toll Road, the Dulles International Airport Access Highway, and the Silver Line of the Metrorail system). The new roadway includes:

- Extension of Soapstone Drive from Sunrise Valley Drive to Sunset Hills Road incorporating a 4-lane cross-section; a 5-foot-wide on-road bicycle lanes on each side; a 5-foot-wide concrete sidewalk on the west side; and a 10-foot-wide shared use path on the east side.
- A bridge across the Dulles Corridor incorporating a 3-lane cross-section.

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

11/30/17 12/4/17

Authorized Locality Official and date

Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

TOM BIESIADNY

Typed or printed name of person signing

ANDREW G. BEACHER

Typed or printed name of person signing

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, October 24, 2017, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA AS AN ENDORSEMENT OF Soapstone Drive Extension PROJECT

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

NOW, THEREFORE, BE IT RESOLVED that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of, Soapstone Drive Extension over the Dulles Toll Road project (VDOT project # 4720-029-349, UPC T18907) ("Project").

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

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

Adopted this 24th day of October 2017, Fairfax, Virginia

ATTEST: Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
April 22, 2025

ACTION – 5

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

ISSUE:
Board of Supervisors' (Board) approval of, and authorization for the Director of the Fairfax County Department of Transportation (FCDOT), or designee, to execute, an amendment to the Project Administration Agreement (PAA) for the funding of the Fox Mill Road at Pinecrest Road Intersection Improvements project. Board approval is requested via resolution (Attachment 1), and authorizes the Director, or designee, to execute not only the revised agreement (Attachment 2), but also any subsequent amendments (including, but not limited to, Federal Subaward Agreements) on behalf of the County. This amendment will modify the current agreement to include $1,062,500 in FY 2023 Community Project Funding (CPF) request funds. This funding includes a local cash match requirement totaling $212,500 for the award. For reference, the previously approved agreement is included as Attachment 3. The updated total project cost estimate is $7,217,911, which is a $1,567,911 increase from the previously approved agreement.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT, or designee, to execute the PAA amendment with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 2, along with any subsequent amendments, for the funding of the Fox Mill Road at Pinecrest Road Intersection Improvements project. This agreement amendment will secure full funding for the project. However, FCDOT staff will continue to seek all available funding sources to reduce the local contribution to this project.

TIMING:
Board approval is requested on April 22, 2025, so that VDOT can continue to advance the project.

Board Agenda Item
April 22, 2025

BACKGROUND:
The Fox Mill Road and Pinecrest Road intersection is a four-way intersection, with temporary signals installed until the long-term intersection improvement is implemented. The interim improvements also included a concrete island separating left/through movements from right turning movements on southbound Fox Mill Road, as well as a restriping of both the eastbound and westbound Pinecrest Road approaches to allow for a left turn lane and a combined through/right turn lane.

While the temporary signal helps alleviate some of the safety issues at this intersection, the long-term intersection improvement project will also address traffic operations, improve drainage, and improve pedestrian facilities. Proposed improvements include adding curb and gutter (in areas where it does not currently exist), reconstructing the sidewalk and curb ramps in the northeast and northwest quadrants, constructing an 8' walkway and a new curb ramp in the southeast quadrant, and restriping the pavement to reconfigure the lane assignments and add crosswalks to this intersection. The temporary signal installed will also be removed and replaced with a permanent signal. Project will also construct a closed drainage system to ultimately convey run-off water towards the double box culvert which will be extended due to the proposed walkway in the south along Fox Mill Road.

The PAA with VDOT for the Fox Mill Road at Pinecrest Road Intersection Improvements project was approved by the Board of Supervisors on September 29, 2020. The amendment to the PAA (Attachment 2) will modify the current agreement to include a total of $1,062,500 in additional CPF request funding, and there is a local match requirement totaling $212,500 for the award. The total project estimate is approximately $7,217,911, which is a $1,567,911 increase from the previously approved agreement. The increase is due to inflation, especially with regard to construction costs and unit prices.

Beginning in 2022, Congress reinstated the practice of authorizing direct funding of specific projects through CPF and a list of 20 CPF requests were submitted to the County's Congressional offices. The selected projects had to meet each of the following criteria:

- Projects had to be eligible for federal funding from accounts available for community funding projects;
- Projects had to either be previously approved by the Board, required for the County to comply with federal or state mandates, or needed to carry out Board priorities; and
- Projects had to meet all federal requirements for individual funding accounts, including the amount of funding available, types of projects eligible, project readiness, and requirements for community support of projects.

Each CPF award is being administered by the appropriate federal agency and there is no set timeframe for when each federal agency will release the funding, so as funding is released, Board items will be submitted to formally appropriate the funding. This Board Item is being submitted to formally appropriate the funding released by the United States Department of Transportation (USDOT), through VDOT, for the Fox Mill Road at Pinecrest Road Intersection Improvements project. The FY 2023 award amount was $1,062,500, which will require a local match of $212,500.

EQUITY IMPACT:
The approval of, and authorization to execute, an amendment to the PAA with VDOT for the Fox Mill Road at Pinecrest Road Intersection Improvements project may have the potential to advance equity. The area affected borders a high vulnerability index area and another area with very low vulnerability. Specifically, 4.32% of households in the high vulnerability area have no vehicle available, making them reliant on non-vehicular transportation options, and almost 20% commute to work using public transportation.

The project is in alignment with the One Fairfax focus area supporting economic growth, health, congestion mitigation, and prosperity goals of Fairfax County, and the project also provides accessible mobility solutions based on principles associated with sustainability, diversity, and community health.

FISCAL IMPACT:
This Project will be administered by VDOT, with local funding support. Funding in the amount of $1,062,500 has been received from the Virginia Department of Transportation for the FY 2023 CPF award. The County contribution of $6,367,911 includes a local match of $212,500 for CPF in local funds that will be met from 2G40-185-000, Fox Mill/Pinecrest Intersection Improvements Project, in Fund 40010, County and Regional Transportation Projects.

ENCLOSED DOCUMENTS:
Attachment 1: Agreement Execution Resolution for the Fox Mill Road at Pinecrest Road Intersection Improvements Project
Attachment 2: Amendment to Appendix A (UPC 118460 Financial Document) for Fox Mill Road at Pinecrest Road Intersection Improvements Project
Attachment 3: Project Administration Agreement (UPC 118460) for Fox Mill Road at Pinecrest Road Intersection Improvements Project

Board Agenda Item
April 22, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section (FS), FCDOT
Smitha Chellappa, Senior Transportation Planner, FS, FCDOT
Jennifer Rosales, Fund Manager, FS, FCDOT

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

Attachment 1

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT AMENDMENT FOR THE
FOX MILL ROAD AT PINECREST ROAD INTERSECTION IMPROVEMENTS PROJECT

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 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

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

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the funding of the Fox Mill Road at Pinecrest Road Intersection Improvements project, VDOT project number 0665-029-428, UPC 118460 ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement ("PAA") Amendment (Appendix A, Revision 1 for UPC 118460, attached) executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the PAA amendment, and any subsequent amendments, with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 22nd day of April, 2025

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

VDOT Administered, Locally Funded Appendix A Revision 1 **Date:** 11/25/2024

Project Number: 0665-029-428 UPC: 118460 CFDA# 20.205 Locality: COUNTY OF FAIRFAX

Project Location ZIP+4:	Locality UEI #:	Locality Address (incl ZIP+4):
20191-2552	W2ZUFMBDM378	4050 Legato Road, Suite 400, Fairfax, VA 22033-2867

Project Narrative

Work Description:	FOX MILL ROAD & PINECREST ROAD - INTERSECTION IMPROVEMENTS Install new traffic signals and construct left-turn lanes on northbound and southbound Fox Mill Road (Route 665) at Pinecrest Road.
From:	0.204 Miles North of Route 667 (Pinecrest Road)
To:	0.130 Miles South of Route 667 (Pinecrest Road)
Locality Project Manager Contact info:	Nick Alexandrow 703-877-5754 nikolai.alexandrow@fairfaxcounty.gov
Department Project Manager Contact Info:	Sitaram.Kodali 703-691-6710 Sitaram.Kodali@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$1,251,531
Right of Way & Utilities	$2,513,464
Construction	$3,452,916
Total Estimated Cost	$7,217,911

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$850,000	Local Funds	100%	$850,000
	$401,531	Earmark	20%	$80,306
Total PE	$1,251,531			$930,306
Right of Way & Utilities	$660,969	Earmark	20%	$132,194
	$1,852,495	Local Funds	100%	$1,852,495
Total RW	$2,513,464			$1,984,689
Construction	$3,452,916	Local Funds	100%	$3,452,916
Total CN	$3,452,916			$3,452,916
Total Estimated Cost	$7,217,911			$6,367,911

Total Maximum Reimbursement / Payment by Locality to VDOT	$6,367,911

Project Financing

Local Funds	Earmarks	Earmarks (Local Match)	**Aggregate Allocations**
$6,155,411	$850,000	$212,500	$7,217,911

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $7,217,911
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $2,350,000 for this project as of 12/20/2024.
- VDOT has received $2,350,000 from the LOCALITY for this project as of 12/20/2024.
- At Revision Execution, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of $564,995, to VDOT, no later than 30 days after receipt of VDOT's invoice.
- 60 days prior to CN advertisement, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of $3,452,916, to VDOT, no later than 30 days after receipt of VDOT's invoice.
- This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.

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

Authorized Locality Official and Date

Typed or printed name of person signing

Authorized VDOT Official and Date

Typed or printed name of person signing

Revised: February 1, 2019

VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT

FAIRFAX COUNTY
PROJECT NUMBER 0665-029-428 UPC 118460

THIS AGREEMENT, made and executed in triplicate on this the 17 day of February, 2021, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

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

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

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

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

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

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

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

A. The DEPARTMENT shall:

1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.

2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.

4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.

5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.

B. The COUNTY shall:

1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.

2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.

C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.

D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

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

F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.

H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.

I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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

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

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

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

COUNTY OF FAIRFAX, VIRGINIA:

	1/15/21
	Date
Tom Biesiadny	1/15/21
Typed or Printed Name of Signatory	Date
Pamela B. Mallon	1/15/2021
Signature of Witness	Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

	2/12/21
Chief of Policy Commonwealth of Virginia Department of Transportation	Date
Brenda Crouch	2/17/2021
Signature of Witness	Date

Attachments: Appendix A (UPC 118460)
Appendix B (UPC 118460)

VDOT Administered, Locally Funded Appendix A Date: 12/21/2020

Project Number: 0665-029-428 UPC: 118460 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 20191-2552	Locality DUNS #074837626	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, VA 22033-2897

Work Description	FOX MILL ROAD & PINECREST ROAD - INTERSECTION IMPROVEMENTS - Install new traffic signals and construct left-turn lanes on northbound and southbound Fox Mill Road (Route 665) at Pinecrest Road.			
From:	0.09 mi north of intersection with Pinecrest Rd.			
To:	0.12 mi south of intersection with Pinecrest Rd.			
Locality Project Manager Contact info:	Gibran Abifadel	703-877-5600	gibran.abifadel@fairfaxcounty.gov	
Department Project Manager Contact Info:	William Dunn	703-259-2950	william.dunn@vdot.virginia.gov	

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$850,000
Right of Way & Utilities	$1,500,000
Construction	$3,300,000
Total Estimated Cost	$5,650,000

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	$850,000	Local Funds	100%	$850,000
				$0
Total PE	$850,000			$850,000
Right of Way	$1,500,000	Local Funds	100%	$1,500,000
				$0
Total RW	$1,500,000			$1,500,000
Construction	$3,300,000	Local Funds	100%	$3,300,000
				$0
Total CN	$3,300,000			$3,300,000
Total Estimated Cost	$5,650,000			$5,650,000

Total Maximum Reimbursement / Payment by Locality to VDOT	$5,650,000

Project Financing

Local Funds					Aggregate Allocations
$5,650,000					$5,650,000

Payment Schedule

FY 2022	FY 2023	FY 2025	
$850,000	$1,500,000	$3,300,000	

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for all funding and any additional funding in excess of $5,650,000.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $0 for this project as of 12/21/2020.
- VDOT has received $0 from the LOCALITY for this project as of 12/21/2020.
- VDOT has provided $50,000 from VDOT FY21 CSOI budget not captured in Total Estimate and Allocations under this agreement.
- The LOCALITY shall make payments to VDOT upon invoice as follows:
  - $850,000 after agreement execution and or prior to starting the Preliminary Engineering Phase
  - $1,500,000 60 days prior to Right of Way/Utility Phase Authorization
  - $3,300,000 60 days prior to CN Advertisement (The billing will be adjusted to include the Construction estimate beginning at the award date)

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

Tom Biesiadny 1/15/21
Authorized Locality Official and Date

Tom Biesiadny
Typed or printed name of person signing

Andrew G. Beacher 2/3/21
Authorized VDOT Official and Date

ANDREW G. BEACHER
Typed or printed name of person signing

Revised: February 1, 2019

Appendix B

Project Number: 0665-029-428 **(UPC 118460)** **Locality: Fairfax County**

Project Scope	
Work Description:	FOX MILL ROAD & PINECREST ROAD - INTERSECTION IMPROVEMENTS - Install new traffic signals and construct left-turn lanes on northbound and southbound Fox Mill Road (Route 665) at Pinecrest Road.
From:	0.09 mi. north of intersection with Pinecrest Road
To:	0.12 mi. south of intersection with Pinecrest Road

Locality Project Manager Contact Info:	Gibran Abifadel	703-877-5600	gibran.abifadel@fairfaxcounty.gov
Department Project Coordinator Contact Info:	William Dunn	703-259-2950	william.dunn@vdot.virginia.gov

Detailed Scope of Services

- Obtain survey, traffic, geotechnical, and environmental data for the site.
- Design and construct left turn lanes on Fox Mill Road at the intersection with Pinecrest Road, including pavement overlays as necessary.
- Install a traffic signal at the intersection.
- Restripe the existing road and provide new signage as necessary.
- Construct drainage improvements and implement stormwater management (SWM) measures; purchase nutrient credits to address SWM requirements as practical.
- Acquire rights of way and easements needed to construct the project.
- Coordinate and relocate utilities as needed.
- Construct ADA compliant curb cut ramps as needed to accommodate signal and crosswalks.
- For purposes of this agreement, it is assumed that a traditional design-bid-build procurement model will be followed.
- No additional bike / pedestrian accommodations other than the sidewalk on the east side of Fox Mill Road/south of the intersection, curb cut ramps, pedestrian crosswalks, and pedestrian signal heads are proposed with the project.

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

1/15/21
Authorized Locality Official and date

2/3/21
Residency Administrator/PE Manager/District Construction Engineer Recommendation and date

Tom Biesiadny
Typed or printed name of person signing

ANDREW G. BEACHER
Typed or printed name of person signing

Fairfax County Board of Supervisors Resolution

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

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
AS AN ENDORSEMENT OF THE
Fox Mill at Pinecrest Intersection Improvements
PROJECT

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

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

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

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

ADOPTED this 29th day of September 2020.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Action Item
April 22, 2025

ACTION – 6

Approval of Fairfax Connector Spring/Summer 2025 Service Changes (Braddock, Franconia, Hunter Mill, Mason, Providence, Springfield and Sully Districts)

ISSUE:
Board of Supervisors' approval of Fairfax Connector's Spring/Summer 2025 service changes.

RECOMMENDATION:
The County Executive recommends the Board approve Fairfax Connector's Spring/ Summer 2025 service change proposals outlined below in substantial form.

TIMING:
Board approval is requested on April 22, 2025, to allow for implementation in Spring/ Summer 2025.

BACKGROUND:
Staff proposes service changes for implementation in Spring/Summer 2025 to improve the customer experience and increase ridership through improved connectivity, on-time performance, and service reliability. The proposed service changes are detailed in Attachment 1, which include route profiles, route maps, and levels of service information.

A baseline assessment of existing transit services and demographics was completed in the 2023 Transit Strategic Plan (TSP), including a transit propensity analysis and high-level assessment of travel flow between activity centers. The analysis provided a better understanding of trip purpose, rider experiences, transportation needs, and the travel modes and bus routes most used by residents. Based on public feedback and the TSP study, a preferred service plan was developed to better meet travel patterns, growth, and service demand in the study area.

Public Involvement
To inform the public of the proposed Spring/Summer 2025 service changes, as well as receive feedback from passengers, staff posted detailed information on the Fairfax Connector website and social media accounts, conducted an online survey, and hosted a public meeting to directly engage the public (information regarding each is shown in

Attachment 2). Staff also responded to public comments and questions, and incorporated comments into the proposal where feasible. Of the total 105 comments received, 62 comments were in favor of the service changes. A summary of the public feedback and responses is provided in Attachment 3.

Title VI Evaluation
The proposed Spring/Summer 2025 service changes were reviewed as mandated by the Federal Transit Administration (FTA) in Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients. The Title VI analysis showed the proposed service changes for Routes 352, 599, 642, and 652 met the major service change threshold. As such, staff considered the potential adverse effects and analyzed the potential for disparate impact and disproportionate burden. The analysis showed the proposed service changes will not create a negative disparate impact on minority riders or a disproportionate burden on low-income riders. Instead, they will result in an overall service improvement for Fairfax Connector's riders and the communities served. As a result, no Title VI adverse impacts were found for any of the proposed service changes. The Title VI analysis is provided in Attachment 4.

EQUITY IMPACT:
The proposed Spring/Summer 2025 service changes will increase transit service by improving access to communities of color, low-income households, one-vehicle or zero-vehicle households, seniors, individuals with disabilities, and students. Staff conducted a federally required Title VI analysis designed to ensure that, based on race, color, or national origin, 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, and also to determine if any service 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 the level of service (including span of service, frequency, and days of operation) for communities of color and low-income households before and after the proposed service changes. Based on the analysis, access along these routes will be improved for approximately 184,600 individuals in communities of color and 25,000 low-income households.

The proposed service changes align with the One Fairfax focus areas and promote a multi-modal transportation system that increases mobility and advances equity and supports Fairfax County's economic growth, health, congestion mitigation, and prosperity goals.

Board Action Item
April 22, 2025

FISCAL IMPACT:
The operational costs of the proposed Spring/Summer 2025 service changes are included in the County's FY 2025 Revised Budget Plan in Fund 40000, County Transit Systems. These service changes will not result in any increase to Fund 40000 or any budget impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Summary of Service Changes and Route Profiles
Attachment 2: News Release Regarding Community Meetings
Attachment 3: Public Comments Summary
Attachment 4: Service Equity (Title VI) Analysis

STAFF:
Jennifier Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, Coordination and Funding Division, FCDOT
Brent Riddle, Chief, Coordination Section, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Summary of Service Changes and Route Profiles

Route 310: Franconia Road and Rolling Valley
Staff recommends adjusting the Route 310 frequency by five to ten minutes to improve service reliability.

- Peak-hour frequency will be 20 to 25 minutes.
- Off-peak frequency will be 30 to 35 minutes.
- Span of service will remain the same.

Routes 321 and 322: Greater Springfield Circulator
Staff recommends realigning Routes 321 and 322 and adjusting frequency to improve service reliability.

- Route deviations for the Springfield Garage and Industrial Road / Commercial Drive will be removed due to low ridership, with patrons having other stop access within bus route standards.
- P.M. peak-hour frequency will be adjusted from 30 minutes to 30-40 minutes.
- Overall span of service and frequencies for A.M. peak-hour and midday will remain the same.

Routes 350 and 352: TAGS Springfield Business Circulators
Staff recommends adjusting the Routes 350 and 352 level of service to improve service reliability.

- Route 350 span of service will be adjusted by five minutes, with service provided from 6:18 A.M. to 7:41 P.M.
- Route 350 peak-hour frequency will be changed from 15 minutes to 15-25 minutes.
- Route 352 span of service will be adjusted by 12 minutes, with service provided from 10:40 A.M. to 2:20 P.M.
- Route 352 off-peak frequency will be changed from 20 minutes to 25 minutes.

Route 353: *Franconia-Springfield Metro – Metro Park – Franconia Government Center*
Staff recommends realigning Route 353 to improve connectivity to the new Franconia Government Center. Staff coordinated with both the Franconia District office staff and the Transportation Association of Greater Springfield (TAGS) to develop this route, which will link the new Franconia Government Center and the Franconia-Springfield Metrorail Station, providing access to 15 other Connector routes.

- Weekday service will be provided from 6:00 A.M. to 7:17 P.M. with 15 to 25-minute frequencies.
- Weekend service will be covered by Routes 308, 321, and 322.

Route 494: Springfield – Tysons
Staff recommends adjusting the Route 494 frequency by five minutes to improve service reliability.

- P.M. peak-hour frequency will be 15 to 20 minutes.
- Off-peak frequency will be 60 to 75 minutes.
- Span of service will remain the same.

Route 598: Reston South Park-and-Ride – Pentagon / Crystal City
Due to the elimination of Route 599, staff recommends improving Route 598 frequency.

- Peak-hour frequency will be improved from 20-30 minutes to 15-30 minutes.
- Span of service will remain the same.
- Route 598 has the capacity to serve additional riders from Route 599.

Route 599: Reston North Park-and-Ride – Pentagon / Crystal City
Staff recommends eliminating Route 599 to reduce duplication of service with the Metrorail Silver Line and other transit routes, which provide shorter travel time.

Routes 605 and 615: Reston – Fair Oaks – Greenbriar
Staff recommends adjusting the Routes 605 and 615 frequencies by five minutes to improve service reliability.

- Peak-hour frequency will be 30 to 40 minutes in the A.M. and 30 to 35 minutes in the P.M.
- Off-peak frequency will not be adjusted.
- Span of service will remain the same.

Route 642: Stone Road – Centreville North
Staff recommends adjusting the Route 642 frequency to match ridership demand. Resources from this route will be used to create a new connection from Chantilly to the Stringfellow Park-and-Ride Lot via Franklin Farm Road.

- Weekday service will be provided from 5:20 A.M. to 9:27 P.M.
- Weekday peak-hour frequency will be adjusted from 30 minutes to 60-75 minutes.
- Weekday off-peak frequency will remain at 60 to 75 minutes.
- Weekend service will not be adjusted.

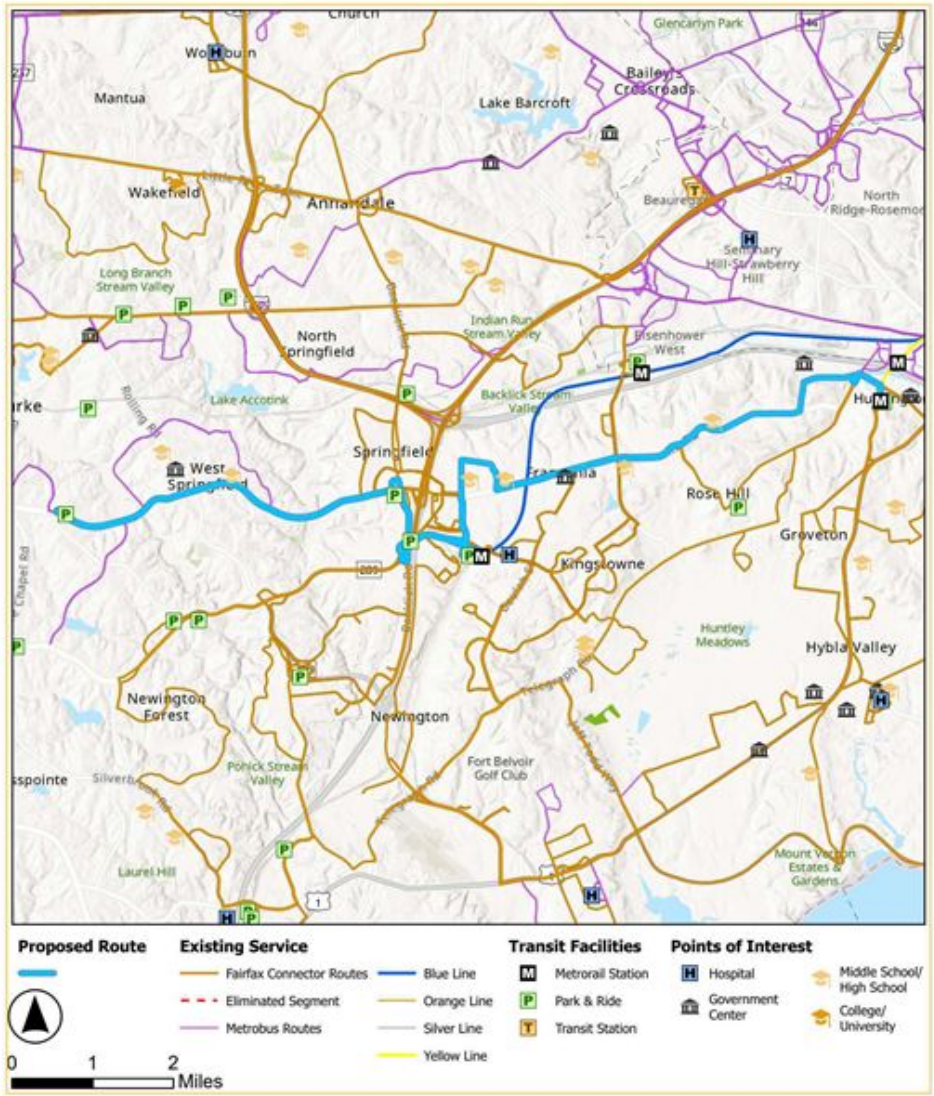
Route 652: Chantilly – Stringfellow Park-and-Ride Lot
Staff recommends implementing the new Route 652 based on public input. This route will link US 50 in Chantilly to Franklin Farm Road and the Stringfellow Park-and-Ride Lot, creating a third north / south connection from Chantilly / Centreville to Herndon and Reston.

- Route 652 will provide weekday peak-hour service from 5:34 A.M. to 7:56 A.M. and 4:53 P.M. to 8:18 P.M. with 60-minute frequency.

Route 803: Annandale Road
Staff recommends adjusting the Route 803 weekend alignment to improve service reliability.

- Eliminate the route segment between the East Falls Church Metrorail Station and Seven Corners Transit Center on weekends.
- The eliminated portion of Route 803 is served by Metrobus Routes 28A and F20 under WMATA's new service plan.
- Overall span of service and frequency will remain the same.

ROUTE 310: FRANCONIA ROAD - ROLLING VALLEY



OVERVIEW

CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	Old Keene Mill Rd, Franconia Rd, Franconia-Springfield Metro & VRE Station, Springfield Town Center
TRANSFERS AVAILABLE	Blue Line, Yellow Line, 101,109,151,152,159,161,162, 171, 231, 232, 301, 305, 308, 321, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 393, 394, 395, 396, 401, 402, 494, 670; Metrobus 10A, REX; VRE; OmniRide PWME 95
IMPROVEMENT(S)	Frequency adjustment to improve service reliability

LEVEL OF SERVICE

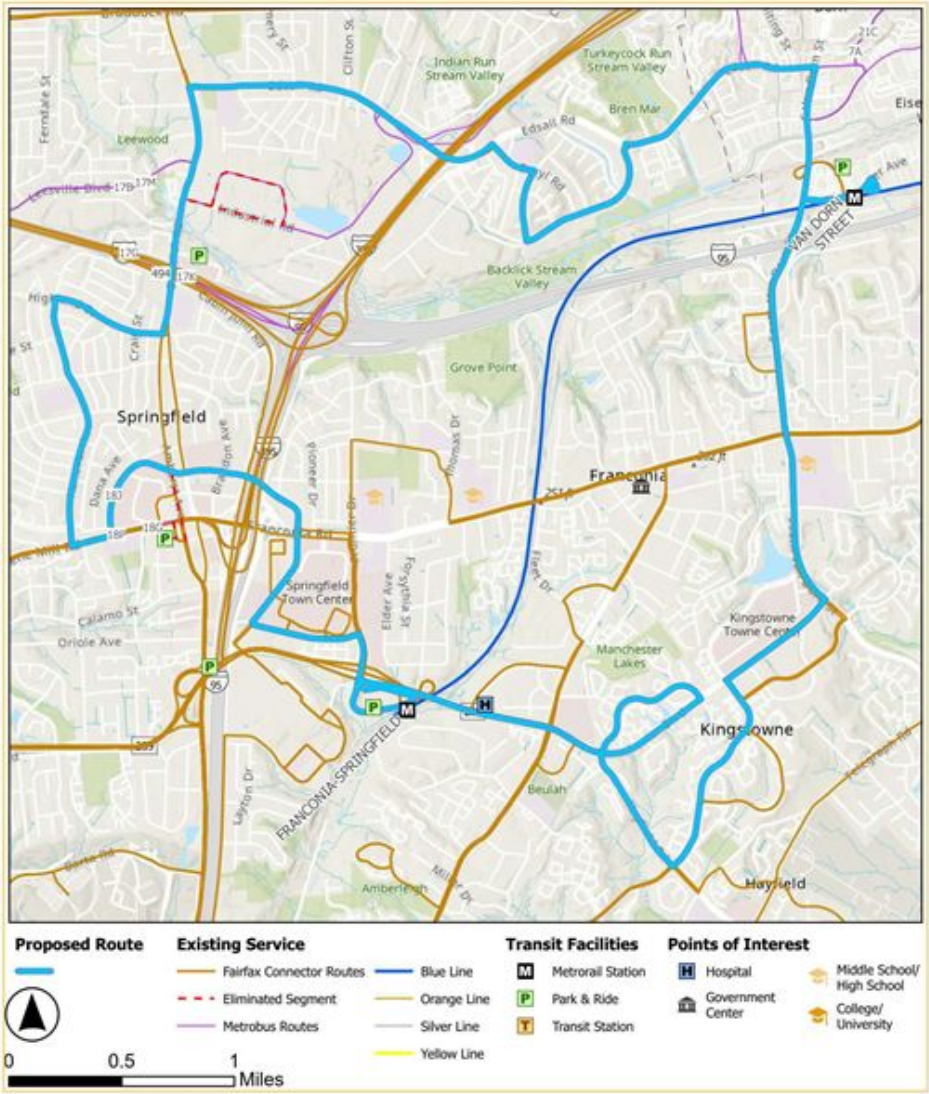
PROPOSED ROUTE 310

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		4:12 AM - 12:54 AM	6:00 AM - 12:52 AM	6:00 AM - 12:52 AM
FREQUENCY	RUSH	20-25 mins	30 mins	60 mins
	NON-RUSH	30-35 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 5 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 5 PARK & RIDE LOTS
- 2 METRORAIL STATIONS
- 3 ACTIVITY CENTERS
- 0 HOSPITALS
- 4 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 321: GREATER SPRINGFIELD CIRCULATOR



OVERVIEW

CLASS	Local
DIRECTIONS	Counter-Clockwise
VIA	Old Keene Mill Rd, Edsall Rd, Franconia-Springfield Metro & VRE Station, Bren Mar Park, Kingstowne Blvd
TRANSFERS AVAILABLE	Blue Line, 109, 231, 232, 301, 305, 308, 310, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 393, 396, 401, 402, 494, 670; Metrobus 7A; VRE; OmniRide PWME 95
IMPROVEMENT(S)	Route alignment adjustment to improve service reliability

LEVEL OF SERVICE

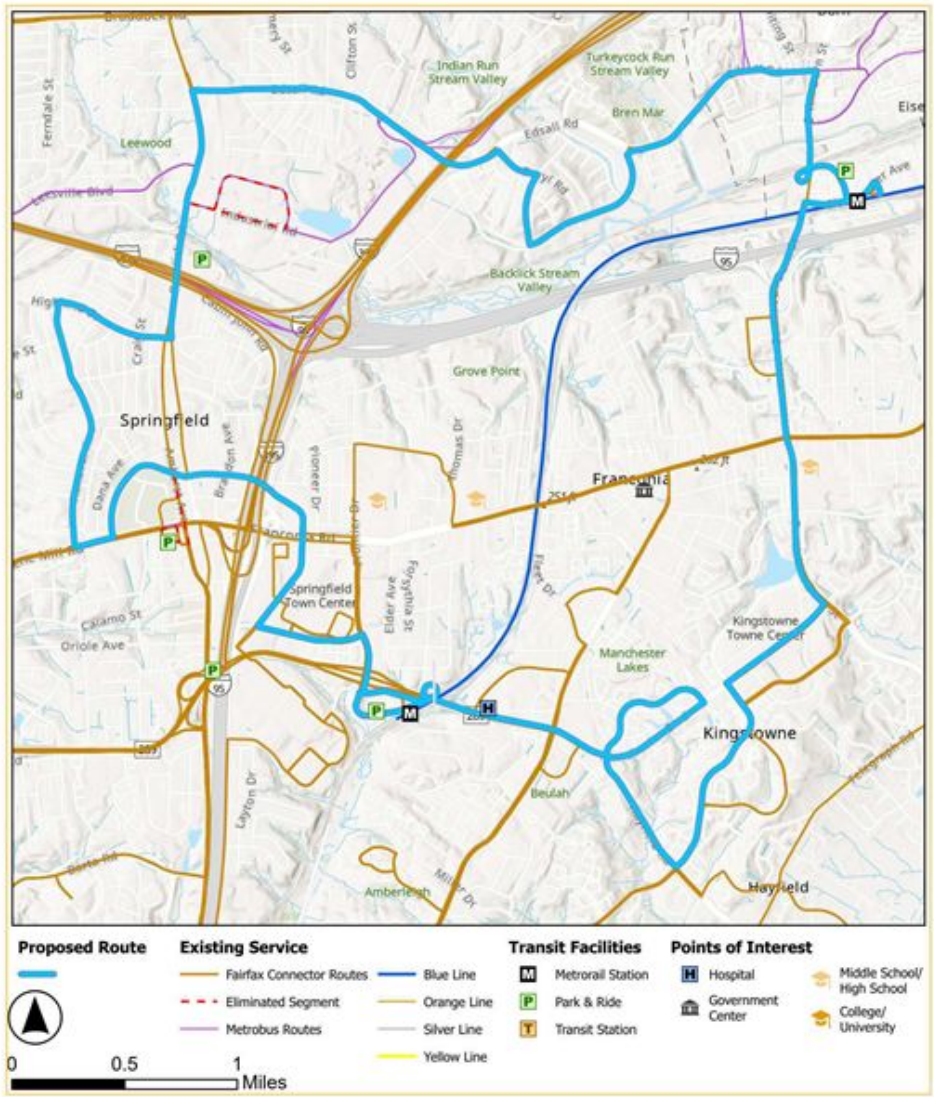
PROPOSED ROUTE 321

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		4:02 AM - 1:08 AM	5:04 AM - 12:11 AM	5:03 AM - 12:09 AM
FREQUENCY	RUSH	30 - 35 mins	30 mins	60 mins
	NON-RUSH	30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 1 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 4 PARK & RIDE LOTS
- 2 METRORAIL STATIONS
- 5 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 322: GREATER SPRINGFIELD CIRCULATOR



OVERVIEW

CLASS	Local
DIRECTIONS	Clockwise
VIA	Old Keene Mill Rd, Edsall Rd, Franconia-Springfield Metro & VRE Station, Bren Mar Park, Kingstowne Blvd
TRANSFERS AVAILABLE	Blue Line, 109, 231, 232, 301, 305, 308, 310, 321, 334, 335, 340, 341, 350, 351, 352, 353, 371, 393, 396, 401, 402, 494, 670; Metrobus 7A; VRE; OmniRide PWME 95
IMPROVEMENT(S)	Route alignment adjustment to improve service reliability

LEVEL OF SERVICE

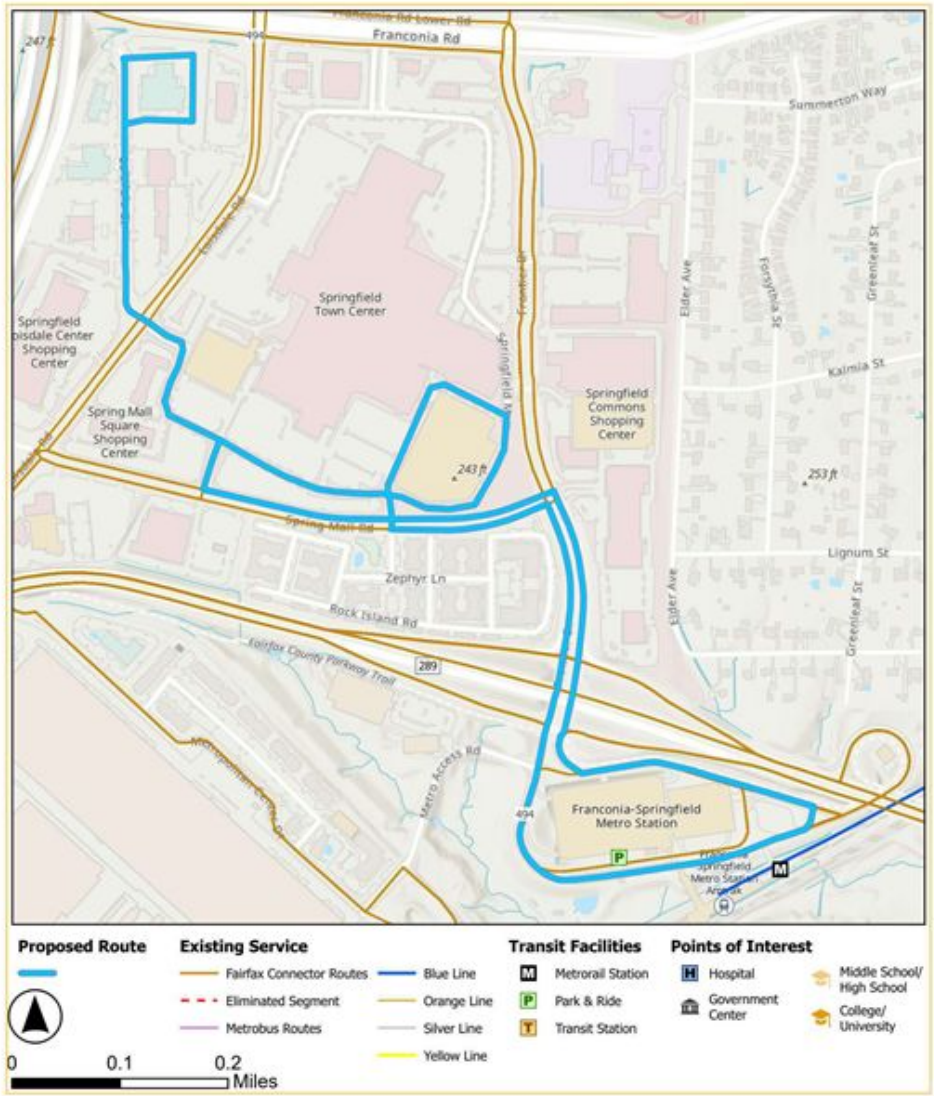
PROPOSED ROUTE 322

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		4:10 AM - 12:37 AM	5:21 AM - 12:26 AM	5:24 AM - 12:28 AM
FREQUENCY	RUSH	30 - 40 mins	30 mins	60 mins
	NON-RUSH	30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	4 PARK & RIDE LOTS
2 METRORAIL STATIONS	5 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 350 - TAGS SPRINGFIELD BUSINESS CIRCULATOR



OVERVIEW		
	CLASS	Circulator
	DIRECTIONS	Loop
	VIA	Frontier Dr, Spring Mall Dr and Loisdale Ct
	TRANSFERS AVAILABLE	**Connector:** 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 351, 352, 353, 371, 401, 402, 494, 670; **Metrorail:** Blue Line; **VRE**
	IMPROVEMENT(S)	Route schedule is adjusted to improve service reliability

LEVEL OF SERVICE				WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 350	SERVICE HOURS			6:18 AM - 7:41 PM	No Service	No Service
	FREQUENCY	RUSH	15 - 25 mins	No Service	No Service	
		NON-RUSH	15 - 25 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 1 COLLEGES
- 2 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 352: TSA - SPRINGFIELD TOWN CENTER - FRANCONIA SPRINGFIELD METRORAIL STATION



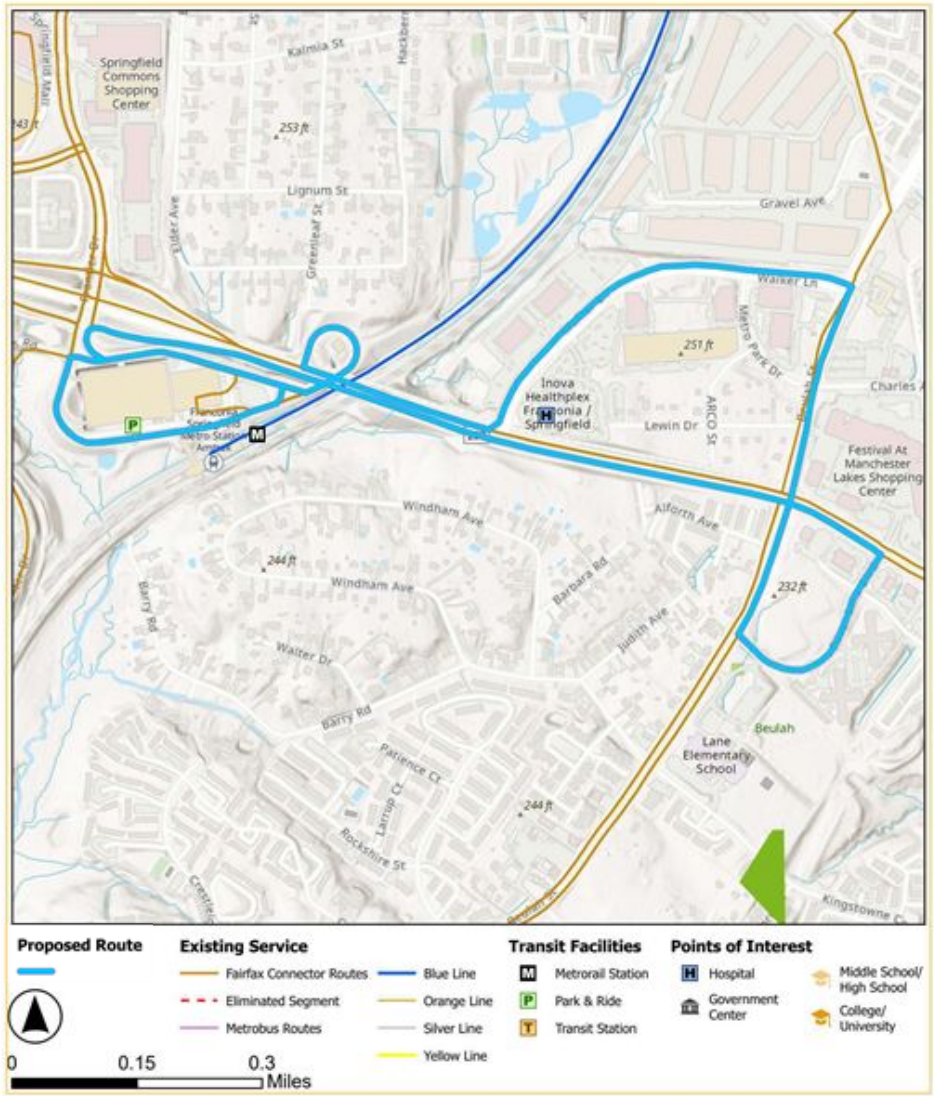
OVERVIEW	
CLASS	Circulator
DIRECTIONS	Loop
VIA	Metro Access Rd, Joseph Alexander Rd, Metropolitan Center Dr, Loisdale Rd and Spring Mall Rd
TRANSFERS AVAILABLE	**Connector:** 301, 305, 308, 310, 321, 322, 340, 350, 353, 371, 401, 402, 494; **Metrorail:** Blue Line; **VRE**
IMPROVEMENT(S)	Route schedule is adjusted to improve service reliability

LEVEL OF SERVICE				WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 352	SERVICE HOURS			10:40 AM - 2:20 PM	No Service	No Service
	FREQUENCY	RUSH	No Service	No Service	No Service	
		NON-RUSH	25 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	1 COLLEGES	2 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 353: TAGS SPRINGFIELD BUSINESS CIRCULATOR



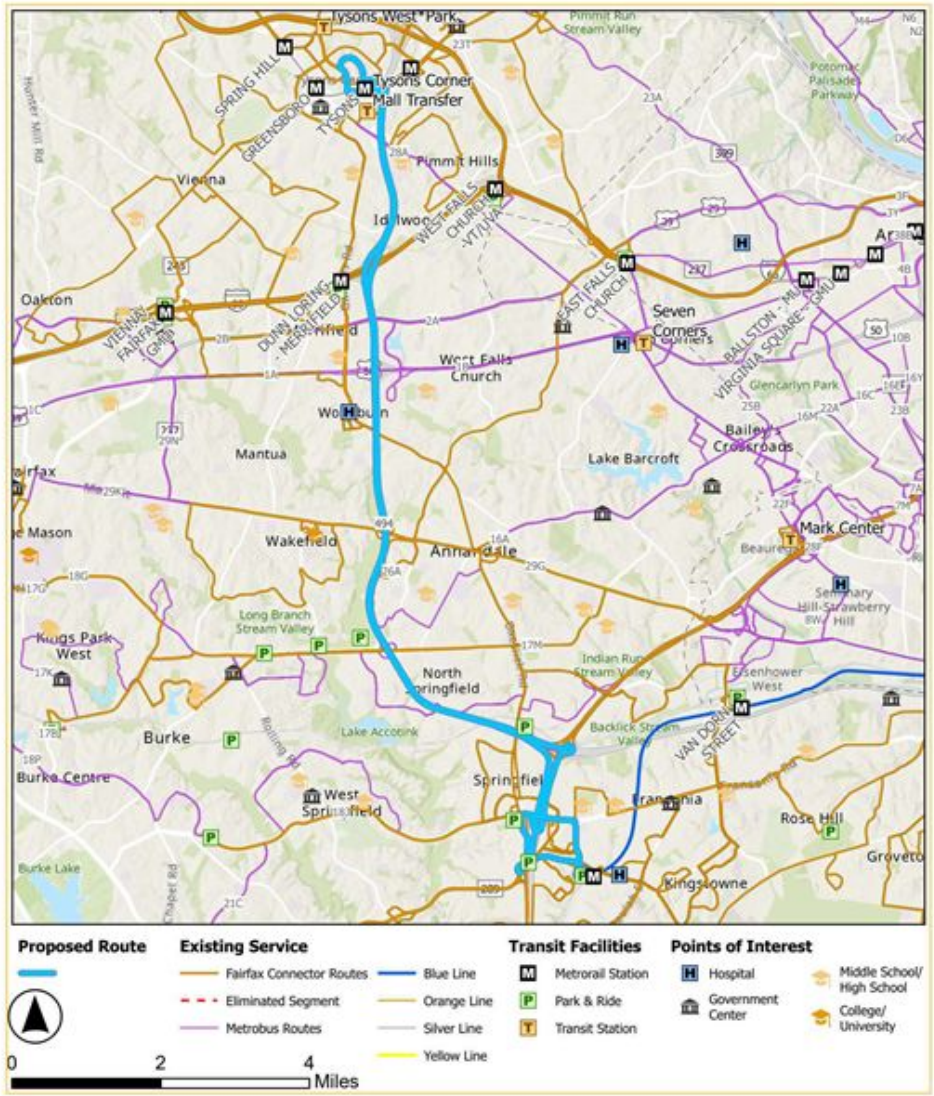
OVERVIEW	
CLASS	Circulator
DIRECTIONS	Loop
VIA	Franconia-Springfield Pkwy, Beulah St, Walker Ln
TRANSFERS AVAILABLE	**Connector:** 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 350, 351, 352, 371, 401, 402, 494, 670; **Metrobus:** REX; **Metrorail:** Blue Line; **VRE**
IMPROVEMENT(S)	Route is realigned to serve Franconia Governmental Center

LEVEL OF SERVICE				WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 353	SERVICE HOURS			6:00 AM - 7:17 PM	No Service	No Service
	FREQUENCY	RUSH	15 mins	No Service	No Service	
		NON-RUSH	15 - 25 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	1 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 494: SPRINGFIELD - TYSONS



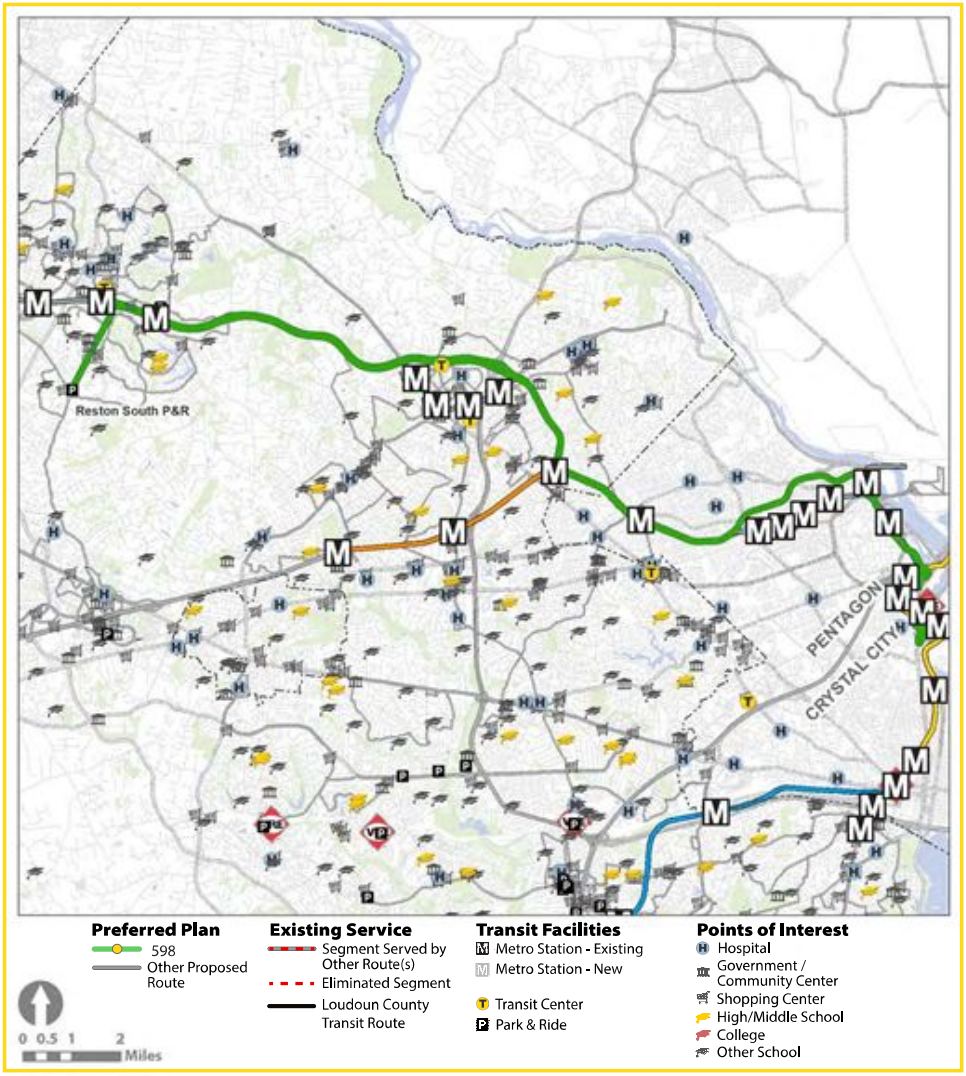
OVERVIEW		
	CLASS	Express
	DIRECTIONS	Northbound/Southbound
	VIA	I-95, Franconia-Springfield Pkwy/Rt 289, Franconia-Springfield Metro & VRE Station
	TRANSFERS AVAILABLE	Silver Line, Blue Line, 231, 232, 301, 305, 308, 310, 321, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 393, 396, 401, 402, 423, 462, 463, 467, 495, 660, 670, 798; Metrobus 23A, 23T, 28A; OmniRide PWME 95
	IMPROVEMENT(S)	Route schedule is adjusted to improve service reliability

LEVEL OF SERVICE				WEEKDAY	SATURDAY	SUNDAY
PROPOSED ROUTE 494	SERVICE HOURS			5:00 AM - 8:53 PM	No Service	No Service
	FREQUENCY	RUSH	15 - 20 mins	No Service	No Service	
		NON-RUSH	60 -75 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 2 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 3 PARK & RIDE LOTS
- 2 METRORAIL STATIONS
- 7 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 598:
RESTON SOUTH - PENTAGON (SUBSTITUTION)



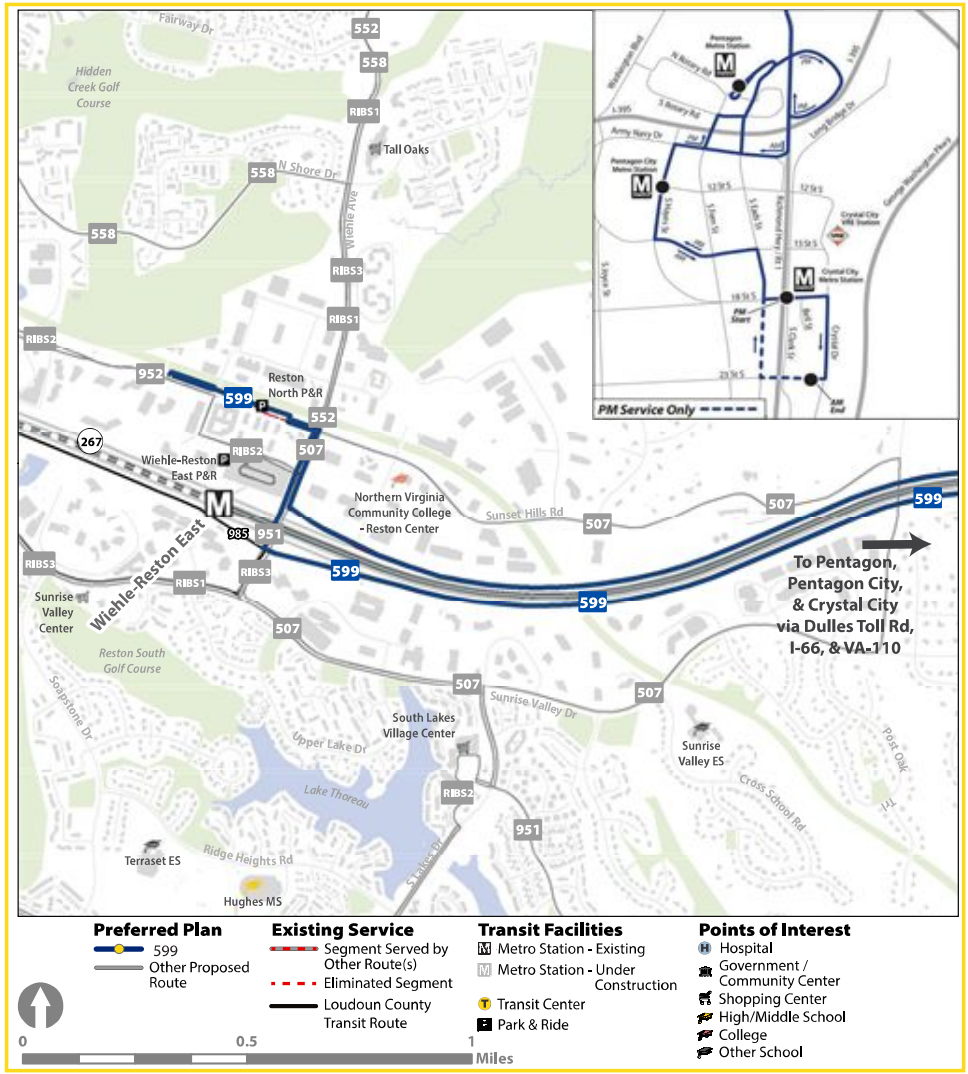
OVERVIEW	
CLASS	Express
DIRECTIONS	Eastbound/Westbound
VIA	Reston North Park & Ride, Dulles Toll Road, I-66
TRANSFERS AVAILABLE	Silver Line, 552, 553, 557, 558, 559, 605, 952, RIBS2, and other connections available within a walking distance at Wiehle-Reston East Metrorail Station and Pentagon Transit Center
IMPROVEMENT(S)	Route frequency is improved

LEVEL OF SERVICE			WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 598	SERVICE HOURS		5:20 AM - 8:30 AM 3:02 PM - 6:27 PM		No Service	No Service
	FREQUENCY	RUSH	15 - 30 mins		No Service	No Service
		NON-RUSH	No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	3 PARK & RIDE LOTS
4 METRORAIL STATIONS	4 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 599:
RESTON NORTH - PENTAGON (DISCONTINUED)



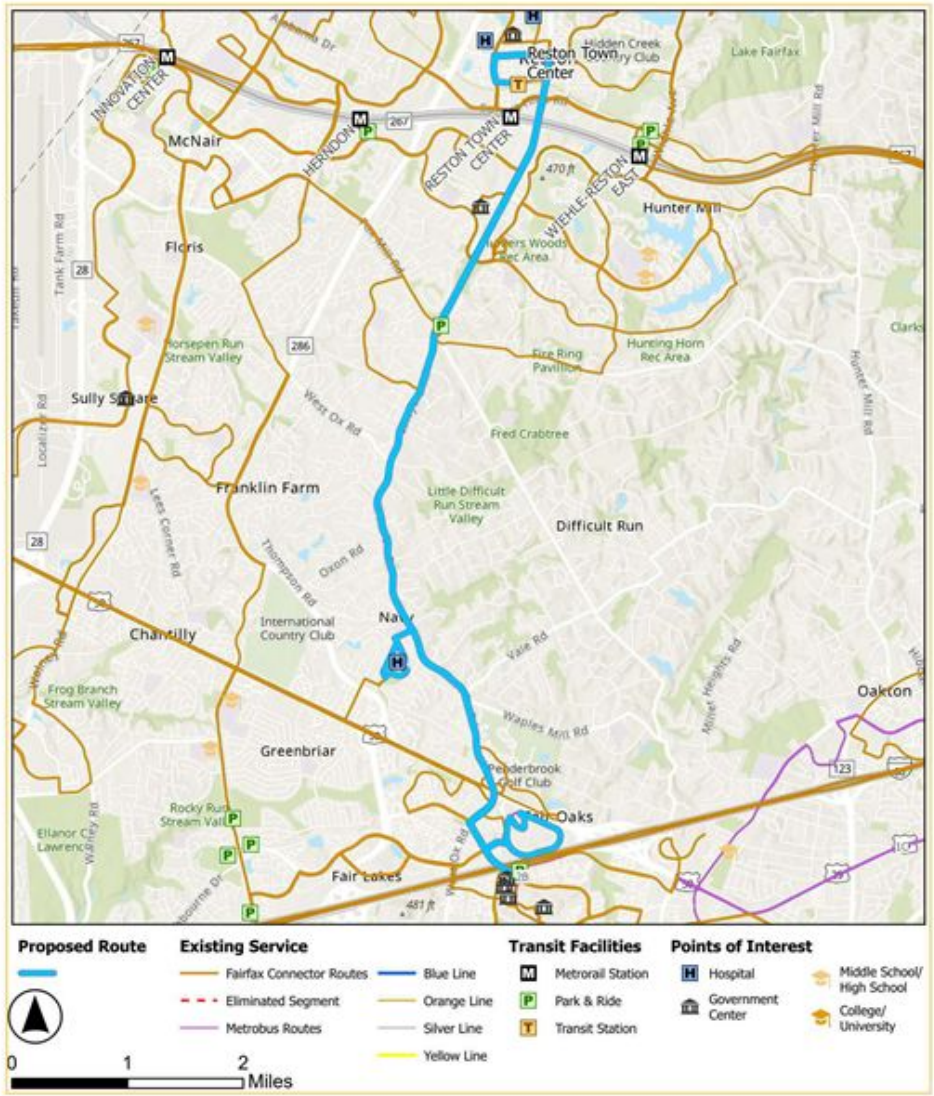
OVERVIEW	
CLASS	Express
DIRECTIONS	Eastbound/Westbound
VIA	Dulles Toll Road, I-66
TRANSFERS AVAILABLE	**Connector** 507, 552, 553, 557, 558, 559, 951, 952, RIBS 1, 2, 3, and other Metrobus routes at Pentagon Transit Center **Metrorail** Silver, Blue, & Yellow Lines
IMPROVEMENT(S)	Replaced by Route 598

LEVEL OF SERVICE		WEEKDAY		SATURDAY	SUNDAY
PROPOSED ROUTE 599	SERVICE HOURS	5:35AM - 8:00AM 3:20PM - 5:50PM		No Service	No Service
	FREQUENCY	RUSH	25 mins	No Service	No Service
		NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	2 PARK & RIDE LOTS
4 METRORAIL STATIONS	4 ACTIVITY CENTERS	0 HOSPITALS	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 605: RESTON - FAIR OAKS



OVERVIEW

CLASS	Cross County
DIRECTIONS	Southbound/Northbound
VIA	Reston Town Center Metro (North), Reston Pkwy, Lawyers Rd, Inova Fair Oaks Hospital, Fair Oaks Mall
TRANSFERS AVAILABLE	Silver Line, 552, 553, 557, 558, 574, 615, 950, 951, 952, RIBS1, RIBS2, RIBS3, RIBS4, RIBS5, 622, 625, 630, 651, 660, 610, 662, 663, 670, 671, 672, 699; Metrobus 1C, 2B
IMPROVEMENT(S)	Route frequency is adjusted during rush-hour to improve service reliability

LEVEL OF SERVICE

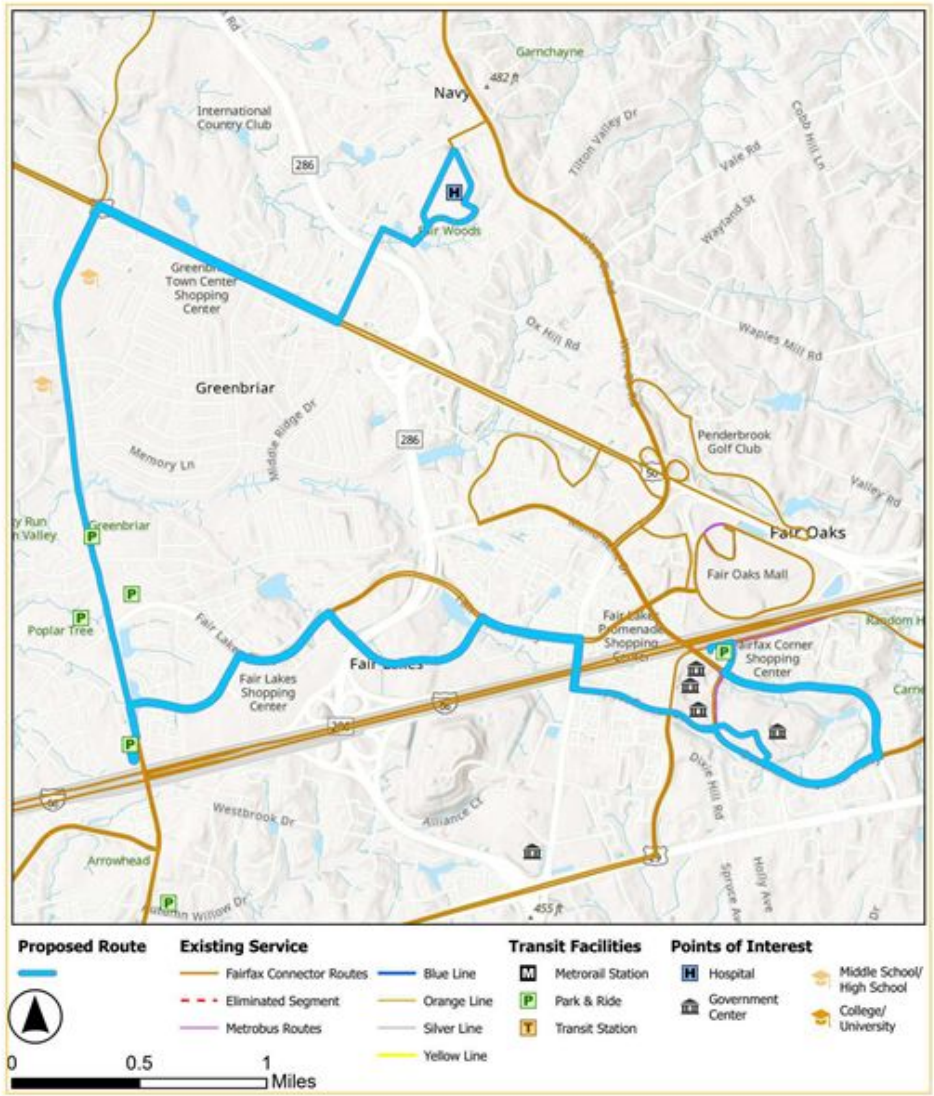
PROPOSED ROUTE 605

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		6:00 AM - 10:25 PM	7:00 AM - 9:56 PM	7:00 AM - 9:56 PM
FREQUENCY	RUSH	30-40 mins	45 mins	45 mins
	NON-RUSH	45 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 2 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 3 ACTIVITY CENTERS
- 1 HOSPITALS
- 4 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 615: FAIR OAKS - GREENBRIAR



OVERVIEW

CLASS	Local
DIRECTIONS	Southbound/Northbound
VIA	Fair Lakes, Fairfax County Government Center, Stringfellow P&R
TRANSFERS AVAILABLE	605, 610, 622, 625, 630, 651, 652, 660, 662, 663, 670, 671, 672, 697, 698, 699; Metrobus 1C, 2B
IMPROVEMENT(S)	Route frequency is adjusted during rush-hour to improve service reliability

LEVEL OF SERVICE

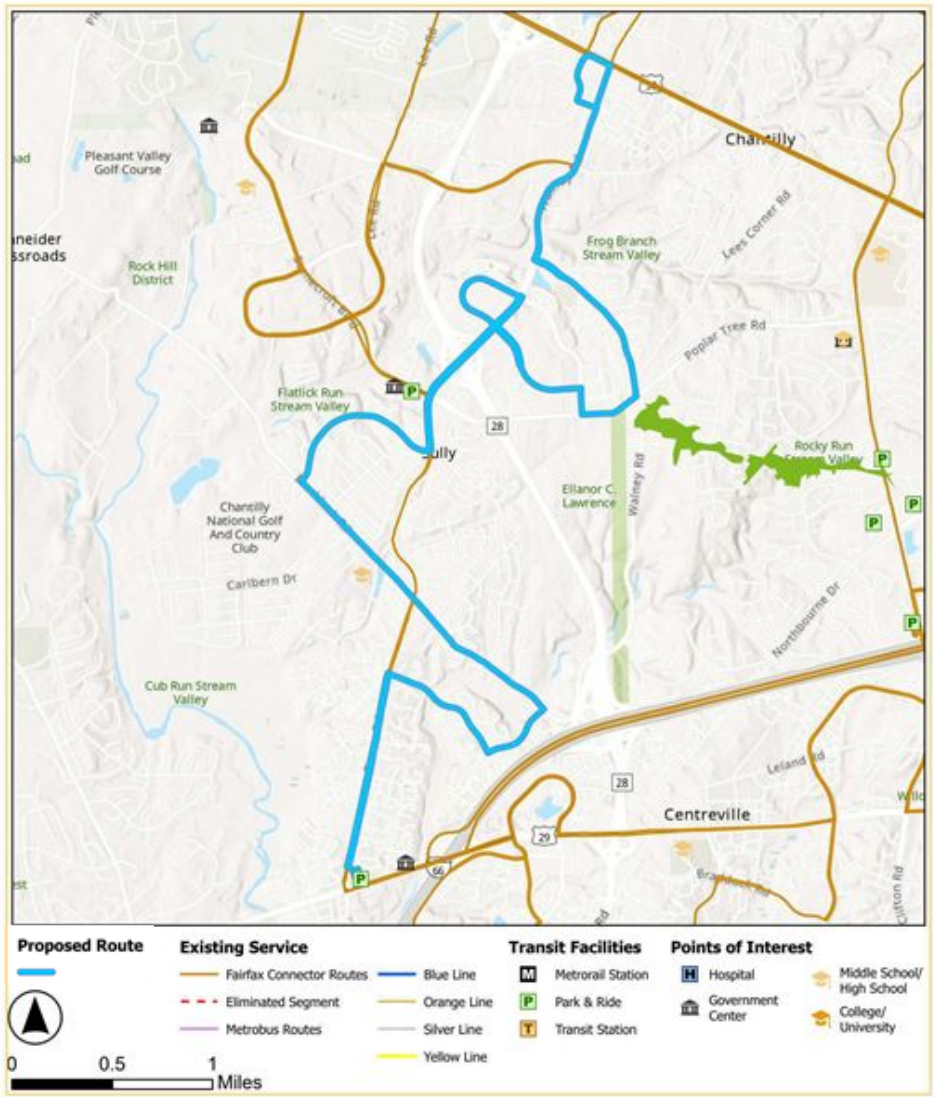
PROPOSED ROUTE 615

			WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS			6:40AM - 9:48PM	7:40AM - 9:55PM	7:40AM - 9:52PM
FREQUENCY	RUSH	30-40 mins	45 mins	45 mins	
	NON-RUSH	45 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 2 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 6 PARK & RIDE LOTS
- 0 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 1 HOSPITALS
- 2 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 642: STONE ROAD - CENTREVILLE NORTH



OVERVIEW

CLASS	Local
DIRECTIONS	Northbound/Southbound
VIA	Stone Rd, Awbrey Patent Dr, Braddock Rd
TRANSFERS AVAILABLE	**Connector** 630, 651, 652, 660, 662, 670, 671, 672, 901
IMPROVEMENT(S)	Route schedule is adjusted to improve service reliability

LEVEL OF SERVICE

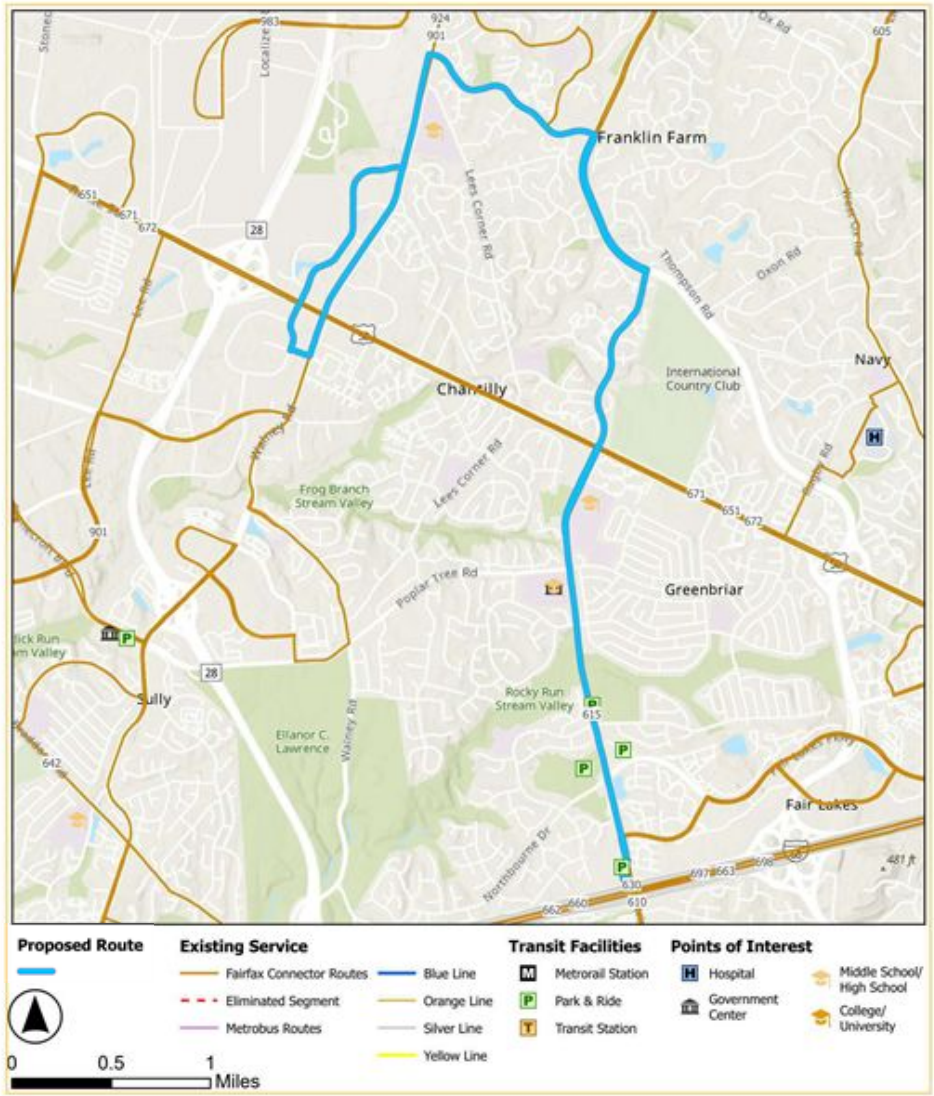
PROPOSED ROUTE 642

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		5:20 AM - 9:27 PM	6:58 AM - 9:27 PM	6:58 AM - 7:57 PM
FREQUENCY	RUSH	60 -75 mins	60 mins	60 mins
	NON-RUSH	60 -75 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 2 PARK & RIDE LOTS
- 0 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 0 HOSPITALS
- 2 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 652: CHANTILLY



OVERVIEW

CLASS	Local
DIRECTIONS	Northbound/Southbound
VIA	Route 50, Centreville Rd, Stringfellow Rd, Sullyfield Circle, Franklin Farm
TRANSFERS AVAILABLE	**Connector** 610, 615, 630, 642, 651, 663, 670, 671, 697, 698, 901, 924
IMPROVEMENT(S)	New route with connection to fill service gap

LEVEL OF SERVICE

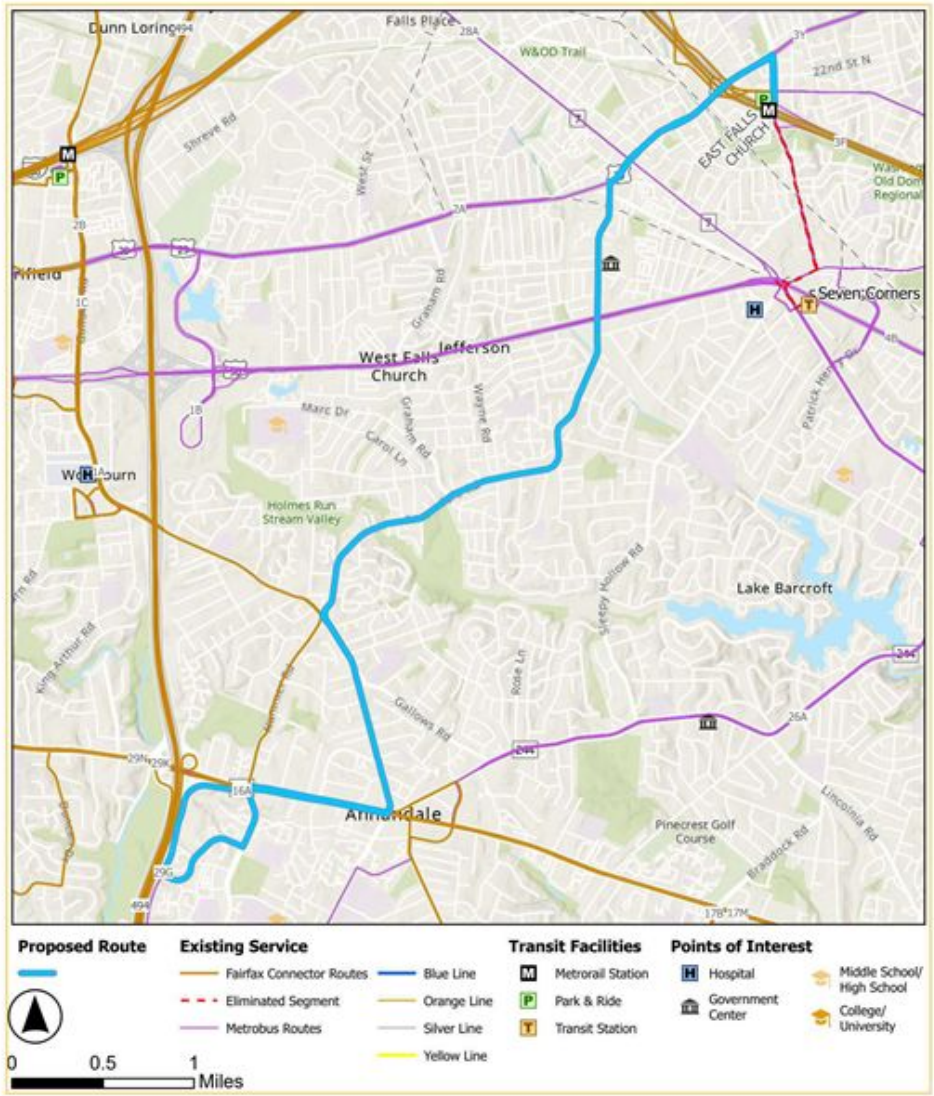
PROPOSED ROUTE 652

			WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS			5:34 AM - 7:56 AM 4:53 PM - 8:18 PM	No Service	No Service
FREQUENCY	RUSH	60 mins	No Service	No Service	No Service
	NON-RUSH	No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

- 3 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 4 PARK & RIDE LOTS
- 0 METRORAIL STATIONS
- 3 ACTIVITY CENTERS
- 0 HOSPITALS
- 1 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 803: ANNANDALE ROAD



OVERVIEW

CLASS	Local
DIRECTIONS	Eastbound/Westbound
VIA	N. Washington St., Annandale Rd., Little River Trnpk, Americana Dr., Patriot Dr.
TRANSFERS AVAILABLE	Orange Line, Silver Line, 401, 402, 715, 834; Metrobus 2A, 3F, 3Y, 16A, 26A, 28A, 29G, 29K, 29N; ART 52, 55
IMPROVEMENT(S)	Route alignment adjustment on weekends to improve service reliability. The portion of the route that operates from the East Falls Church Metrorail Station to the Seven Corners Transit Center will be removed.

LEVEL OF SERVICE

PROPOSED ROUTE 803

		WEEKDAY	SATURDAY	SUNDAY
SERVICE HOURS		5:35 AM - 9:43 PM	7:05 AM - 8:37 PM	7:05 AM - 8:36 PM
FREQUENCY	RUSH	30 mins	45 mins	45 mins
	NON-RUSH	40 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 1 PARK & RIDE LOTS
- 1 METRORAIL STATIONS
- 1 ACTIVITY CENTERS
- 0 HOSPITALS
- 1 COMMUNITY / HUMAN SERVICES CENTERS

Fairfax Connector Proposed April 2025 Service Changes

FCDOT Marketing & Communications

MEDIA RELEASE

Upcoming Public Meetings Set for Fairfax Connector's April 2025 Service Changes

For Immediate Release

October 30, 2024

Fairfax Connector will host two virtual public meetings on Tuesday, Nov. 12 at noon and Wednesday, Nov. 13 at 7 p.m. to discuss proposed service changes in Reston and Springfield in April 2025.
These adjustments will realign bus service, increase frequency, discontinue Route 599 (duplicate route after 598 was implemented), and add new Route 652.

Summary of Proposed April 2025 Fairfax Connector Service Changes

Route	Change	Type of Service
352	Adjust frequency to match demand	Frequency
353	Realign to serve new Franconia Gov't Center	Realignment
599	Discontinue route, use Route 598	---
642	Adjust frequency to match demand	Frequency
652	New route in Franklin Farm area	New Route

Attend a Community Meeting and Provide Input

Join us at one of the engagement opportunities below to learn more about the changes.

Meeting Date/Time	Location/Login Information	Join by Phone
Virtual Meeting Tuesday, Nov. 12 at 12 p.m.	Join the Virtual Meeting	**By Phone:** 571-429-5982 **Access Code:** 299 038 507#
Virtual Meeting Wednesday, Nov. 13 at 7 p.m.	Join the Virtual Meeting	**By Phone:** 571-429-5982 **Access Code:** 383 053 31#

Following the meeting (s), a recording as well as a pdf file of the presentation, will be posted to the Fairfax Connector website.

Comments will be accepted through Tuesday, Nov. 26, via the April 2025 Fairfax Connector Service Change survey, which will be available on Nov. 12.

SOCIAL MEDIA



Fairfax Connector
November 12 at 7:28 AM

Join us at noon today (11/12) for a virtual meeting to discuss proposed April 2025 service changes. Details: https://bit.ly/4fmRVzy
A second virtual meeting will be held tomorrow evening.



Public Meetings: Proposed May 2025 Fairfax Connector Service Adjustments

For Immediate Release
Feb. 12, 2025

The Fairfax County Department of Transportation (FCDOT) will host two virtual public meetings, on Wednesday, Feb. 19. Join Fairfax Connector for a lunch and learn session that will begin at 12 p.m. followed by an evening meeting at 7 p.m. to discuss proposed service adjustments and realignments to several routes.

The proposed May 2025 service changes that will be discussed:

Route	Service Area	Proposed Change
310	Franconia Road – Rolling Valley	Adjust Frequency
321/322	Greater Springfield Circulator	Realignment, Adjust Frequency
350	Tags Springfield Business Circulator	Adjust Frequency
494	Springfield – Tysons	Adjust Frequency
605	Reston – Fair Oaks	Adjust Frequency
615	Fair Oaks – Greenbriar	Adjust Frequency
803	Annandale Road	Realignment

If approved, the changes will be included in the May 2025 route changes that were presented to the public in November 2024. Those routes include: 352, 353, 598, 599, 642, 652.

Virtual Meeting Information:

- Wednesday, Feb. 19 at 12 noon
    - Join the meeting on Microsoft Teams

  - Meeting ID: 227 030 753 745, Passcode: LQ3Ha3uY
  - Call the meeting: 571-429-5982; Conference ID: 159 321 130#
- Wednesday, Feb. 19 at 7 p.m.
  - Join the meeting on Microsoft Teams
  - Meeting ID: 289 831 547 09, Passcode: jc24Yc9e
  - Call the meeting: 571-429-5982; Conference ID: 289 644 067#

Following the meeting (s), a recording as well as a pdf file of the presentation, will be posted to the Fairfax Connector website.

Comments will be accepted via a **survey** available through February 26, 2025.

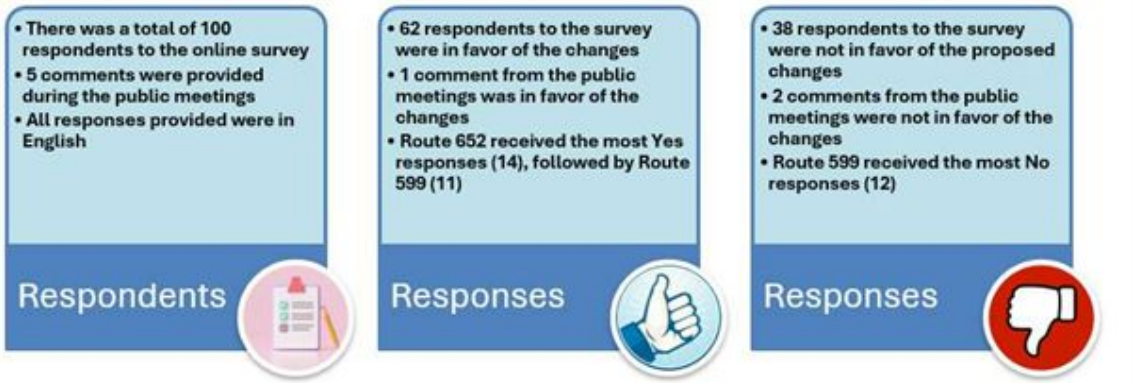

Fairfax Connector
February 12 at 4:01 PM
Join Us! We're hosting two virtual public meetings to discuss proposed service adjustments in May 2025 on routes 310, 321, 322, 350, 494, 605, 615, 803.
Meeting info https://bit.ly/3Ezwm1D
Take the survey now! https://bit.ly/4gLH8PS
Proposed May 2025 Service Changes
Virtual Public Meetings
Wednesday, Feb. 19
Noon & 7 p.m.


Fairfax Connector
February 24 at 1:25 PM
A reminder: The deadline is Feb. 26 to take the survey for the proposed May 2025 service adjustments.
Survey link https://bit.ly/4kb7Gga
Watch Public Meeting https://bit.ly/4hQtWu7
Proposed May 2025 Service Changes
You, Fairfax Connector and 4 others
1 share
Like
Comment
Send
Share

Public Comments Summary

The following is a summary of public comments on the Spring / Summer 2025 proposed service changes for Routes 310, 321, 322, 350, 352, 353, 494, 598, 599, 605, 615, 642, 652, and 803. Draft schedules and route profile sheets were provided online. The public comments were derived from the online survey and four virtual public meetings. A total of 100 responses were provided to the online survey, with approximately 62 percent being positive responses. During the virtual public meetings, five comments were provided with one comment in favor of the changes, two comments not in favor of the changes, and two comments not pertaining to the Spring / Summer 2025 proposed service changes.

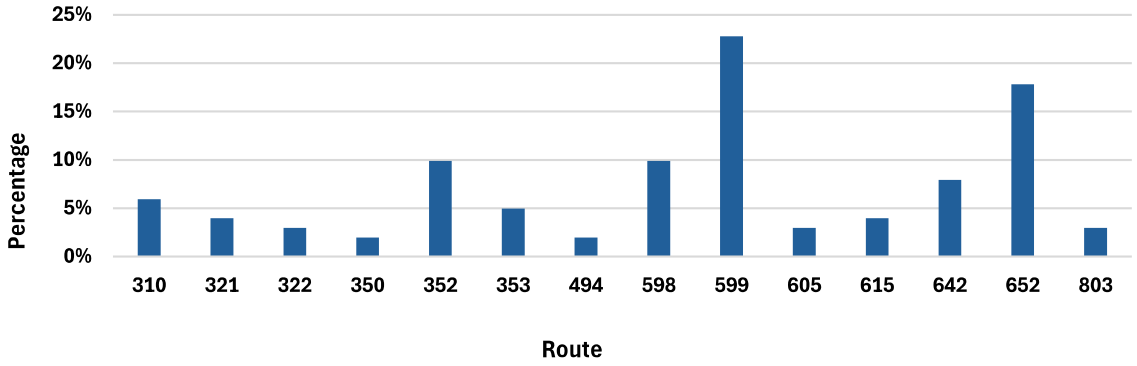
Chart 1: Public Comments Results



The following information summarizes the findings presented in Chart 1:

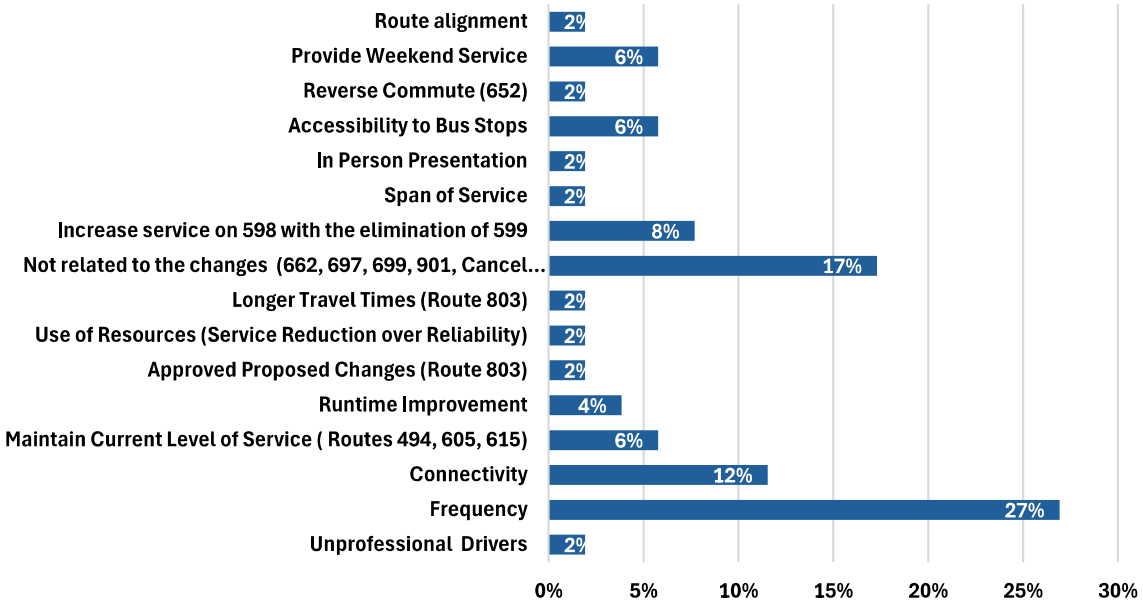
- Of the 100 online survey respondents, 62 were in favor of the proposed service changes, and 38 were not in favor.
- Five comments were provided during the public meetings. Comment requests included increased frequency on Route 652, realignment of Route 605 to better serve the Franklin Farm neighborhood, and enhanced bus service in the Centreville–Chantilly area. One comment expressed concern over the Route 803 proposed weekend realignment, while another asked why improvement in service reliability supersedes frequency (no specific route identified).

Chart 2: Feedback Provided by Route



As presented in Chart 2, of all the routes included in the survey, Routes 599, 652, 598, and 352 were selected the most by respondents.

Chart 3: Additional Comments (Survey + Public Meetings)

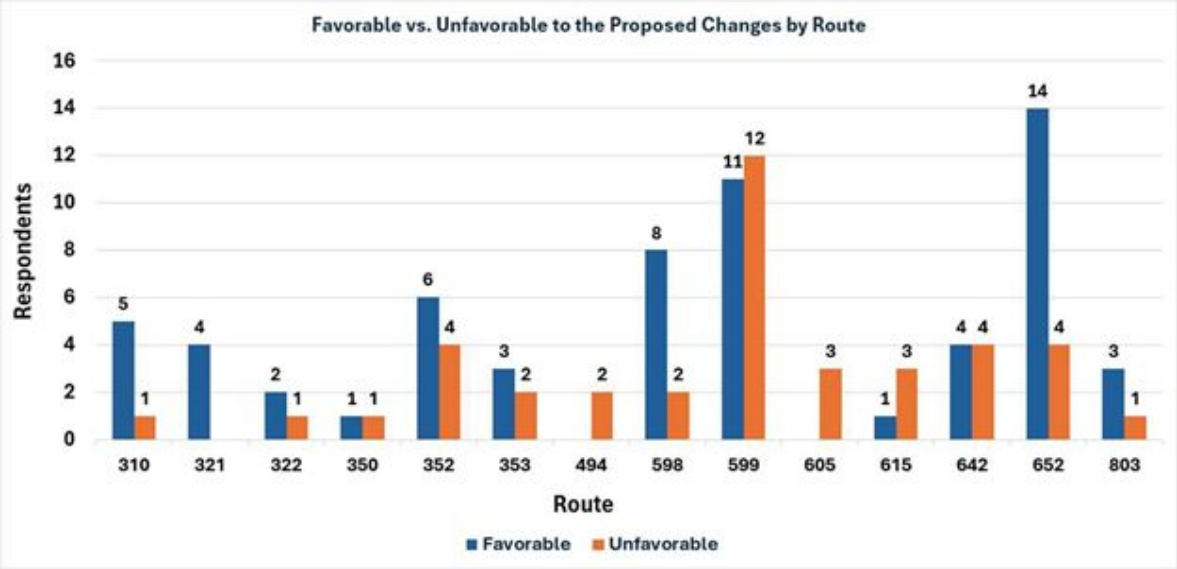


As presented in Chart 3, when asked for additional comments, a total of 52 comments (47 from the online survey and five from the public meetings) were provided by respondents. Of the 52 comments provided:

- 49% requested improvements in frequency, connectivity, runtime, or accessibility to bus stops.
- 17% were not related to the proposed service changes.
- 12% requested more weekend service or maintaining the current level of service (Routes 494, 605, and 615).
- 8% requested increased service on Route 598.

- The remaining 16% commented on route alignment, reverse commutes on Route 652, in-person presentations, span of service, longer travel times on Route 803, use of resources, approval of the proposed service changes on Route 803, or driver conduct.

Chart 4: Favorable Vs. Unfavorable Responses to Proposed Changes



As presented in Chart 4, out of the 105 responses (100 from the online survey and 5 from the public meetings) regarding the proposed service changes, 63 were in favor and 40 were not in favor.

Respondents asked for the following improvements:

- Change the Sunday frequency on Route 310 to 50 minutes
- Implement a new Route 313 service
- Maintain Route 322 service to Springfield CBC Commuter Garage
- Purchase more buses to improve frequency and service reliability on Route 350
- Extend Route 494 to serve Jones Branch Drive and Lorton
- Retain Route 599 as growing ridership on replacement Route 598 may create future capacity issues
- Realign Route 605 to improve service to the Franklin Farm neighborhood
- Improve frequencies on Routes 605, 615, and 652
- Add more bus stops on Sunset Hills Road and Reston Parkway
- Add more weekend service (no specific route identified)
- Improve timed connections between routes

Staff Adjustments Based on Public Feedback

The changes on Route 353 are necessary to serve the new Franconia Government Center. Based on public comments regarding Route 599, staff recommends improving

Route 598 peak frequency to 15 minutes, which will allow for improved connectivity, reliability, and capacity. Service on Route 652 is being implemented to address the connection issues to the Franklin Farm neighborhood. All other comments will be assessed and addressed as funding becomes available.

Title VI Service Equity Analysis
Proposed Spring / Summer 2025 Fairfax Connector Service Changes

Summary of Analysis Results

The service changes proposed for implementation in Spring / Summer 2025 were reviewed as mandated by the Federal Transit Administration (FTA) in *Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The Title VI analysis showed the proposed service changes for Routes 352, 599, 642, and 652 met the major service change threshold, and their adverse effects were considered when doing this analysis. The analysis suggested the proposed service changes would not result in a Disparate Impact (DI) or Disproportionate Burden (DB).

Relevant Fairfax County Title VI Program Elements

A service equity analysis may require the evaluation of as many as four items depending on the route's nature, proposed changes, and served environment. The policies listed in this section are contained in the County's Title VI Program, as approved by the Board of Supervisors in July 2023.

A major service change is defined as either an increase or a decrease of 25 percent or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

An adverse effect occurs when the proposed service change incorporates any of the following modifications:

- Service is eliminated.
- Headways are modified by at least 20 percent and 10 minutes.
- The span of service is modified by at least 10 percent and two hours.
- New service is implemented.

A disparate impact (DI) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to 10 percent, then a DI has occurred.
- For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to 10 percent, then a DI has occurred.

A disproportionate burden (DB) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to 10 percent, then a DB has occurred.
- For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to 10 percent, then a DB has occurred.

For any changes exceeding established DI or DB thresholds, the FTA guidance to agencies (*Circular* Chapter IV-16; emphasis in original) requires that:

> "If a transit provider chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if the transit provider finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service change, the transit provider may implement the service change *only* if:
> - "the transit provider has a substantial legitimate justification for the proposed service change; **and**
> - "the transit provider can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider's legitimate program goals."

The Fairfax County Department of Transportation (FCDOT) measured the percentages of minority and low-income riders impacted by the proposed service changes and then compared those percentages to the system-wide profile for Fairfax Connector (50.7 percent minority and 19.4 percent low-income) to determine whether the service changes would cause a DI or DB.

Overview

The service changes proposed for implementation in Spring / Summer 2025 included the following routes.

Route 310: Franconia Road and Rolling Valley
The frequency will be adjusted to improve service reliability.

Routes 321 and 322: Greater Springfield Circulator
The alignment and frequency will be adjusted to improve service reliability. Route deviations for the Springfield Garage and Industrial Road / Commercial Drive will be removed.

Routes 350 and 352: TAGS Springfield Business Circulators
The level of service will be adjusted to improve service reliability.

Route 353: Franconia-Springfield Metro – Metro Park – Franconia Government Center
The route will be realigned to improve connectivity to the new Franconia Government Center.

Route 494: Springfield – Tysons
The frequency will be adjusted to improve service reliability.

Route 598: Reston South Park-and-Ride – Pentagon / Crystal City
The Route 598 frequency will be adjusted due to the elimination of Route 599.

Route 599: Reston North Park-and-Ride – Pentagon / Crystal City
The route will be eliminated to reduce duplication of service. The current Route 599 riders will be served by Route 598.

Routes 605 and 615: Reston – Fair Oaks – Greenbriar
The frequency will be adjusted to improve service reliability.

Route 642: Stone Road – Centreville North
The frequency will be adjusted to match ridership demand.

Route 652: Chantilly – Stringfellow Park-and-Ride Lot
The new route will be implemented to link Chantilly and the Stringfellow Park-and-Ride Lot during weekday peak hours.

Route 803: Annandale Road
The weekend alignment will be adjusted to improve service reliability. On weekends, the alignment portion that operates from the East Falls Church Metrorail Station to the Seven Corners Transit Center will be removed.

Major Service Change Evaluation
Each of the above routes included in the proposed service changes was evaluated against the major service change threshold defined in the County's Title VI Program. Table 1 shows Routes 352, 599, 642, and 652 met the major service change threshold and required further DI / DB analysis.

Table 1: Proposed Service Changes

Route	Proposed Change in Revenue Hours (%)			Proposed Change in Revenue Miles (%)			Met the Major Service Change Threshold?
	Weekday	Sat.	Sun.	Weekday	Sat.	Sun.	
310	-1.7%	0.0%	0.0%	-7.2%	0.0%	0.0%	No
321	-0.3%	-3.7%	-0.8%	-10.2%	-9.5%	-9.2%	No
322	0.4%	-4.6%	-0.3%	-10.1%	-9.3%	-9.4%	No
350	-3.2%			-6.1%			No
352	-35.2%	-	-	-35.7%	-	-	**Yes**
353	26.3%	-	-	6.1%	-	-	No
494	13.8%		-	-2.2%		-	No
598	-0.5%	-	-	0.0%	-	-	No
599	-100.0%	-	-	-100.0%	-	-	**Yes**
605	-0.1%	4.4%	3.9%	-7.6%	0.0%	0.0%	No
615	0.7%	-3.5%	-2.8%	-6.3%	0.0%	0.0%	No
642	-27.9%	0.0%	0.0%	-31.8%	0.0%	0.0%	**Yes**
652	100.0%	-	-	100.0%	-	-	**Yes**
803	0.0%	-1.3%	-1.4%	0.0%	-17.6%	-17.6%	No

Table 2 shows the detailed adverse effects for the proposed route changes that met the major service change threshold. Only Routes 599, 642, and 652 met the adverse effect thresholds, so they were further evaluated for a DI / DB.

Table 2: Adverse Effect Analysis

Route	Service Change	Headway Modified by at Least 20% and 10 mins				Span of Service Modified by at Least 10% and 2 hours		
		Weekday peak	Weekday midday	Sat.	Sun.	Weekday	Sat.	Sun.
352	Reduce	-	-47.1% (8 mins)	-	-	-12.9% (31 mins)	-	-
599	Eliminate	-100.0%	-	-	-	-100.0%	-	-
642	Reduce	-100.0% (30 mins)	0.0%	0.0%	0.0%	1.0% (10 mins)	0.0%	0.0%
652	Add	100.0%	-	-	-	100.0%	-	-

Data Sources

Data on the minority population by census block group is obtained from Table B03002 of the American Community Survey, 2017–2021 five-year estimates. The minority population is defined as all persons who are not within the non-Hispanic white population.

Data on the low-income households by census block group is obtained from Table B19001 of the American Community Survey, 2017–2021 five-year estimates. Low-income households are defined as households making under $60,000 annually.

Equity Analysis

Route 599: Reston North Park-and-Ride – Pentagon / Crystal City

Disparate Impact (DI): Within the service area[1] of Route 599, the minority population is 48.4 percent. Since the proposed change will eliminate service, the difference between the route area minority and service area minority was calculated. The difference of -2.3 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders. The current Route 599 riders will be served by Route 598 with a higher level of service.

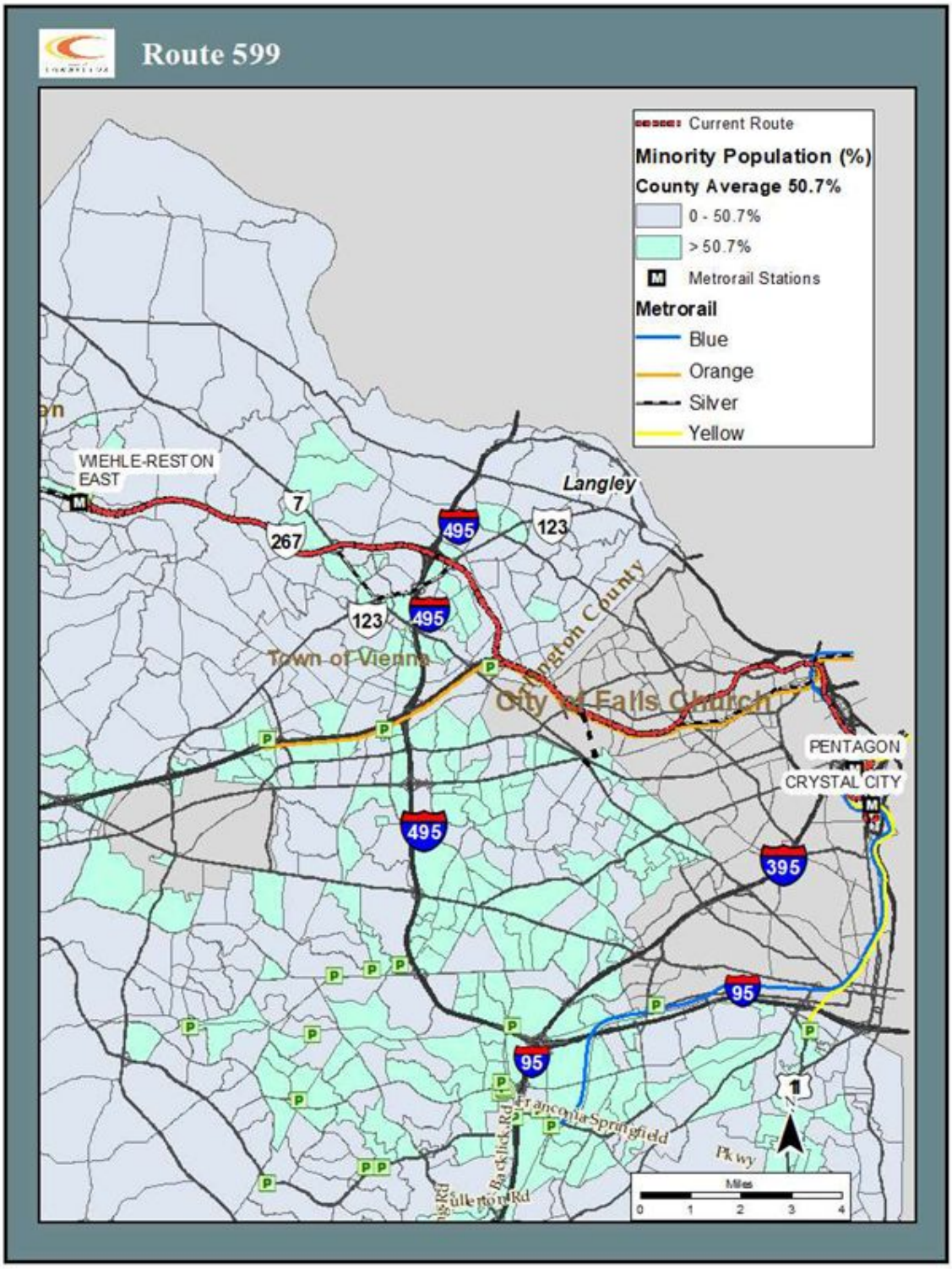
Table 3: Route 599 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
599	Eliminate	218,797	105,840	48.4%	50.7%	-2.3%	10%	No

Figure 1 shows the current route alignment in relation to predominantly minority census block groups.

[1] The service area is defined as the 4.5-mile buffer around stops based on FCDOT's park-and-ride lot windshield survey.

Figure 1: Route 599 Minority Population Map



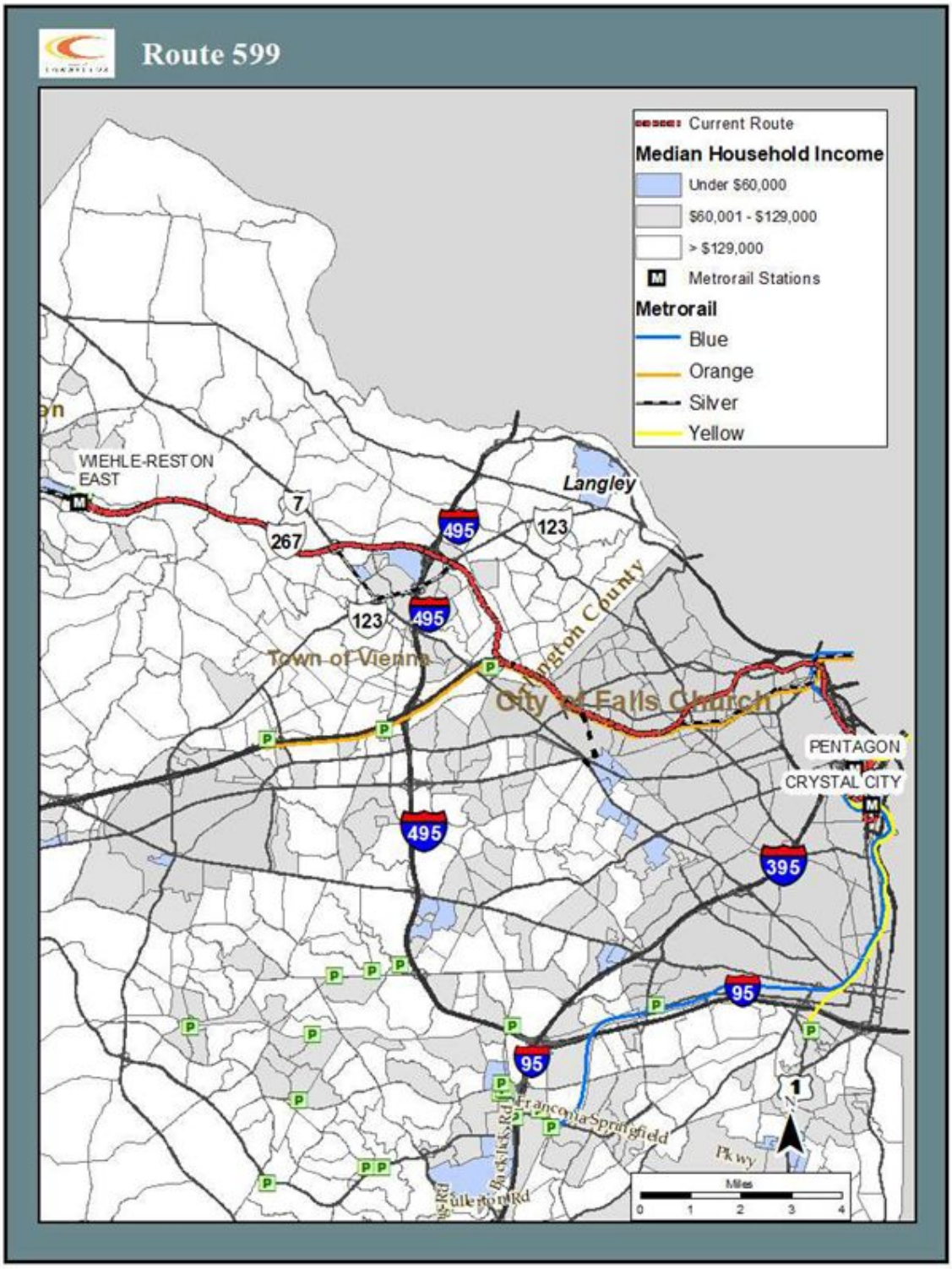
Disproportionate Burden (DB): Within the service area of Route 599, the low-income households are 19.3 percent. Since the proposed change will eliminate service, the difference between the route area low-income households and the service area low-income households was calculated. The difference of -0.1 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 4: Route 599 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
599	Eliminate	82,588	15,973	19.3%	19.4%	-0.1%	10%	No

Figure 2 shows the current route alignment in relation to predominantly low-income census block groups.

Figure 2: Route 599 Low-income Households Map



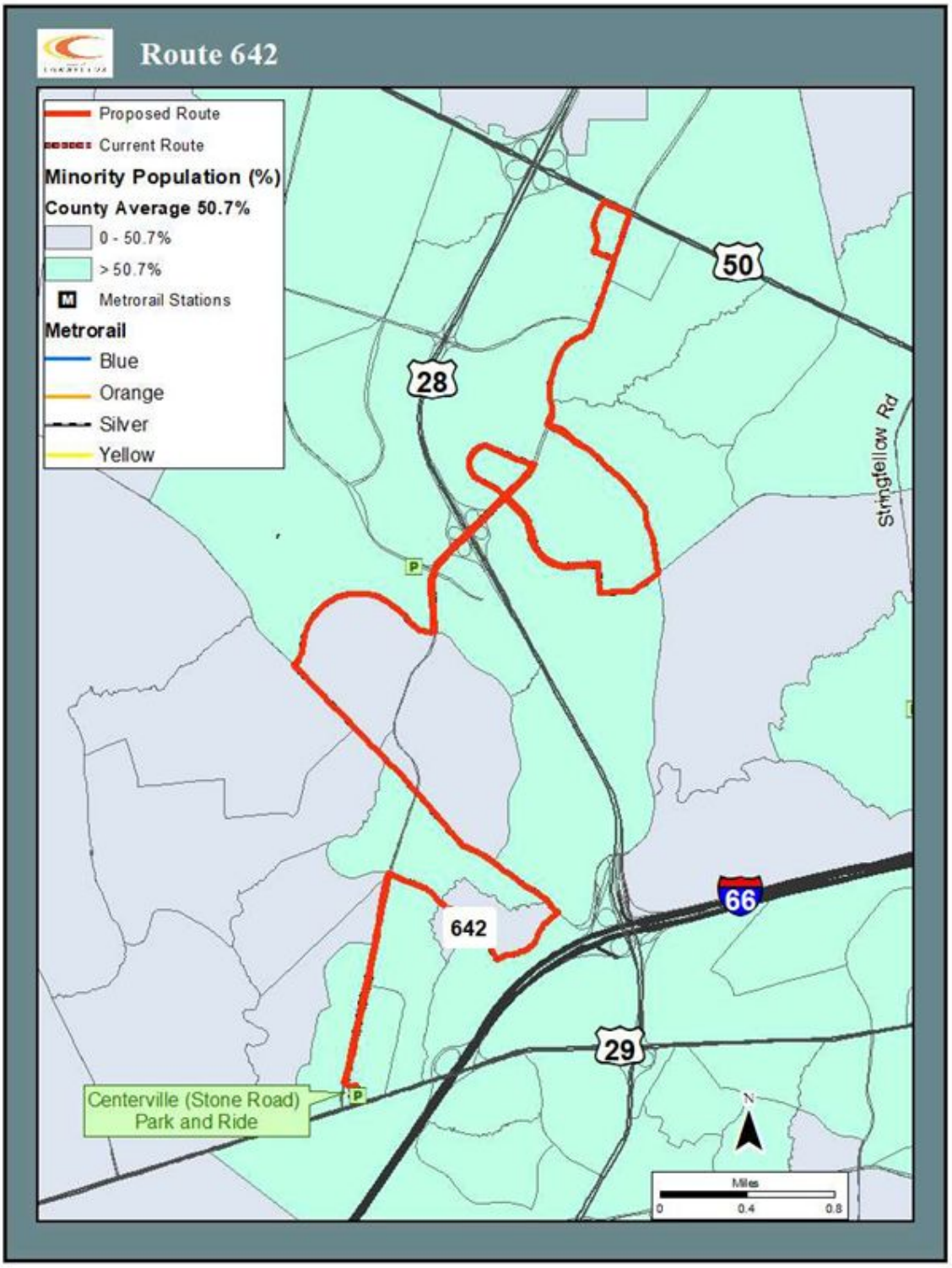
Route 642: Stone Road – Centreville North
Disparate Impact (DI): Within the service area of Route 642, the minority population is 59.8 percent. Since the proposed change will reduce the level of service, the difference between the route area minority and the service area minority population was calculated. The difference of 9.1 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 5: Route 642 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
642	Reduce	19,929	11,922	59.8%	50.7%	9.1%	10%	No

Figure 3 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 3: Route 642 Minority Population Map



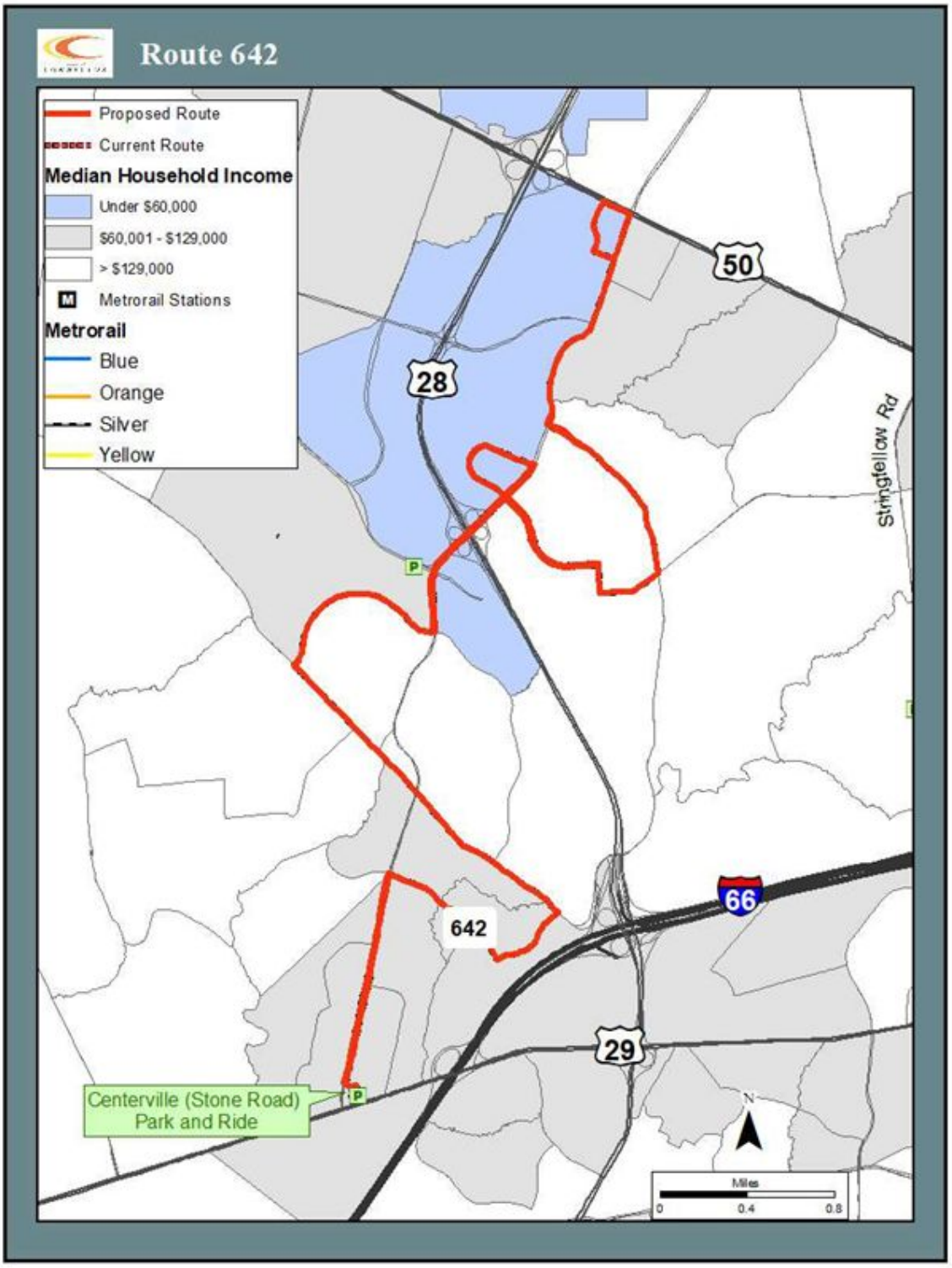
Disproportionate Burden (DB): Within the service area of Route 642 the low-income households are 27.5 percent. Since the proposed change will reduce the level of service, the difference between the route area low-income households and the service area low-income households was calculated. The difference of 8.0 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 6: Route 642 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
642	Reduce	6,871	1,886	27.5%	19.4%	8.0%	10%	No

Figure 4 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 4: Route 642 Low-income Households Map



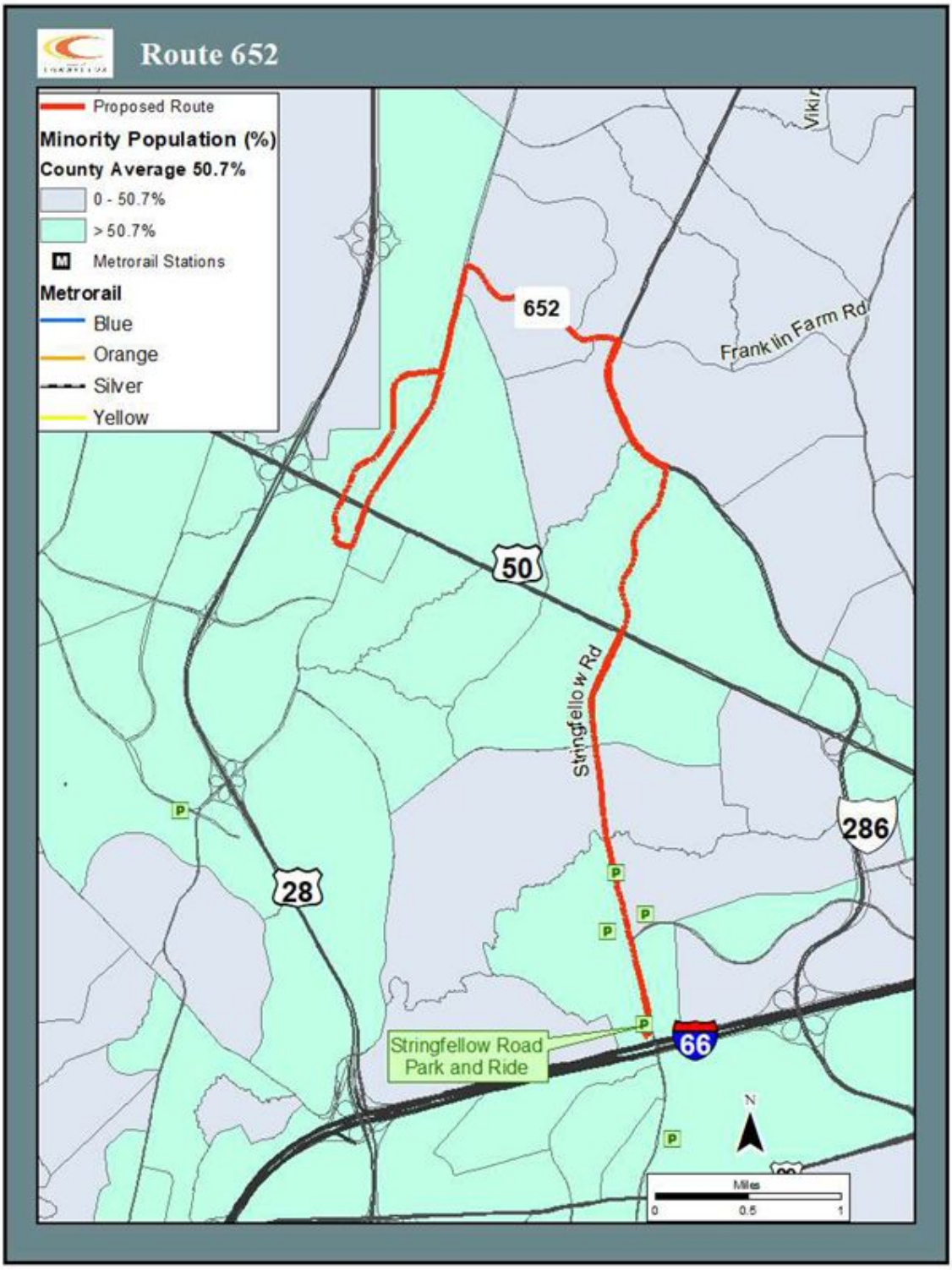
Route 652: Chantilly – Stringfellow Park-and-Ride Lot
Disparate Impact (DI): Within the service area of Route 652, the minority population is 58.3 percent. Since the proposed change will add service, the difference between the service area minority and the route area minority population was calculated. The difference of -7.6 percent does not exceed the 10 percent threshold. Therefore, there is no DI for minority riders.

Table 7: Route 652 Disparate Impact

Route	Add / Reduce Service	Route Area Population	Route Area Minority Population	Route Area Minority Population Percent	Service Area Minority Population Percent	Difference	Threshold	Difference Over Threshold
652	Add	14,801	8,627	58.3%	50.7%	-7.6%	10%	No

Figure 5 shows the proposed route alignment in relation to predominantly minority census block groups.

Figure 5: Route 652 Minority Population Map



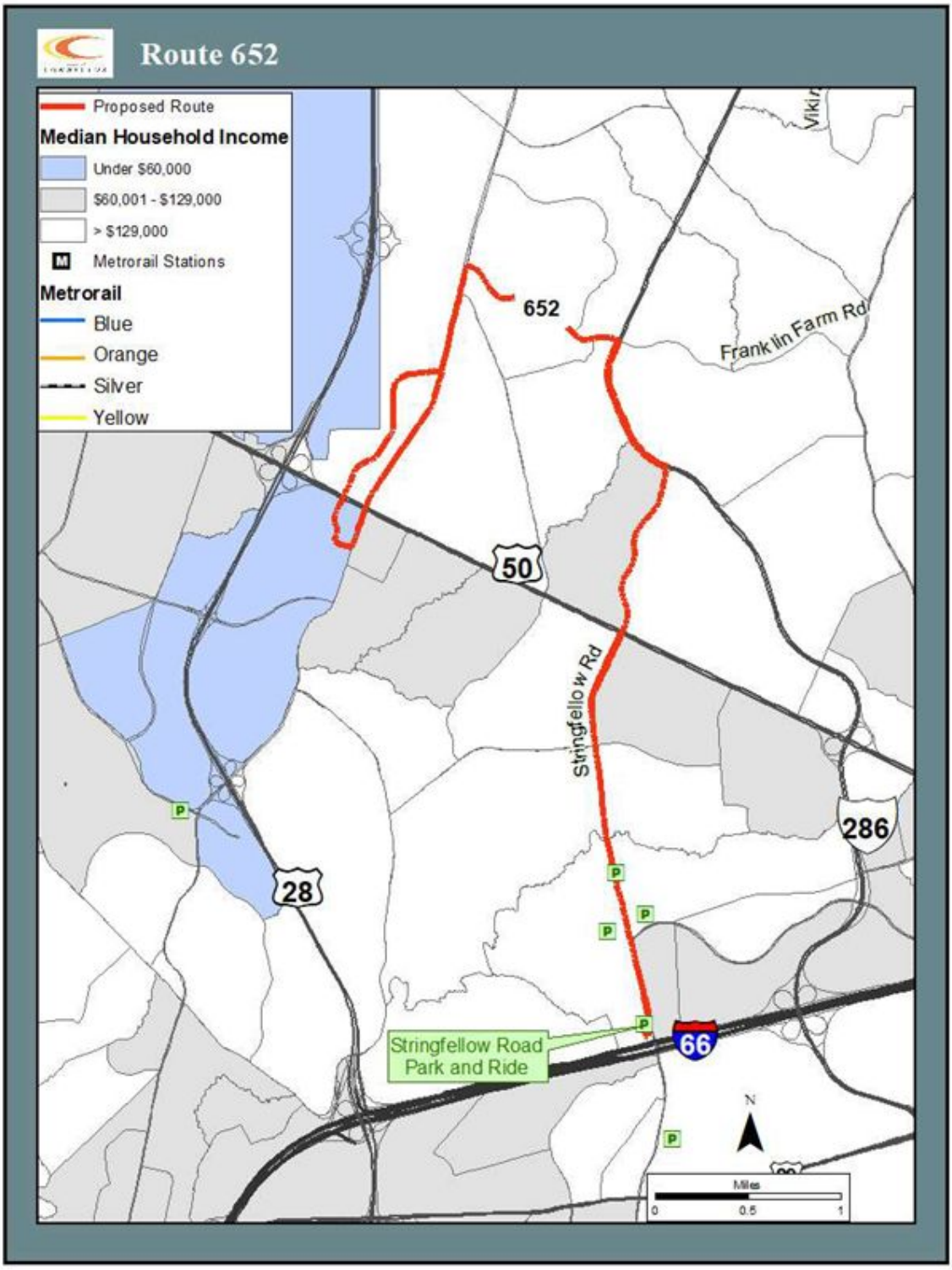
Disproportionate Burden (DB): Within the service area of Route 652, the low-income households are 16.7 percent. Since the proposed change will add service, the difference between the service area low-income households and the route area low-income households was calculated. The difference of 2.7 percent does not exceed the 10 percent threshold. Therefore, there is no DB for low-income riders.

Table 8: Route 652 Disproportionate Burden

Route	Add / Reduce Service	Route Area Households	Route Area Low-Income Households	Route Area Low-Income Households Percent	Service Area Low-Income Households Percent	Difference	Threshold	Difference Over Threshold
652	Add	4,941	824	16.7%	19.4%	2.7%	10%	No

Figure 6 shows the proposed route alignment in relation to predominantly low-income census block groups.

Figure 6: Route 652 Low-income Households Map



Conclusion

The Title VI analysis showed the proposed service changes to Routes 352, 599, 642, and 652 met the major service change threshold, and their adverse effects were considered when doing this analysis. The analysis suggested the proposed service changes would not cause a DI or DB. The new Route 652 will expand travel options for the community and enhance regional connectivity, making it easier to reach key destinations.

Board Agenda Item
April 22, 2025

ACTION – 7

Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Authority for the Purchase of Eight New Connector Buses (Franconia, Mason, and Providence Districts)

ISSUE:
Board of Supervisors' approval of, and authorization for the Director of the Fairfax County Department of Transportation (FCDOT), or designee, to execute, a Standard Project Agreement (SPA), and any subsequent amendments thereto, with the Northern Virginia Transportation Authority (NVTA). The agreement secures FY 2022-2027 Six Year Program (SYP) funding for the purchase of eight battery electric buses (BEB).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT, or designee, to execute a SPA with NVTA, substantially in the form of Attachment 2, and any subsequent amendments thereto, for the project and amount shown below:

- $10 million for the purchase of eight BEB for Fairfax Connector (Tysons to Franconia) service

TIMING:
Board approval is requested on April 22, 2025, to facilitate the purchase of vehicles. The delivery timeline for these BEB is approximately 20 to 24 months, which starts at Purchase Order approval.

BACKGROUND:
To facilitate the implementation of regionally funded projects, NVTA and jurisdictional staff developed a SPA template to govern the terms and conditions associated with the funding that NVTA approves for these regional projects. The SPA is based on requirements of HB 2313 (passed in 2013), but the SPA also includes practical provisions associated with the implementation of the law and standard contract language. A specific project agreement must be executed for each project approved by NVTA. Fairfax County has signed prior agreements with NVTA to fund projects.

The NVTA agreement governs the allocation of funds for the project listed below.

- Connector Buses (8 New) - Fairfax Connector Buses for Tysons to Franconia Service – Total Grant Funds: $10,000,000

Following authorization by the Board of Supervisors in October 2021, FCDOT submitted an application to NVTA for funds to provide for the procurement of eight Zero Emission Vehicle Battery Electric transit buses for Limited-Stop peak hour bus service between Tysons, Dunn Loring, and Franconia-Springfield. The application was submitted specifically for BEB to allow the County to continue its efforts to utilize and assess BEB while addressing NVTA's focus on mitigating congestion and improving regional connectivity, as well as its core values of equity and sustainability. NVTA approved funding for the eight BEB as part of its FY 2022-2027 SYP adoption in July 2022.

Fairfax Connector currently operates twelve New Flyer BEB as part of Phase 1 of the pilot program. Utilizing this funding, Phase 2 will introduce these eight BEB by a different manufacturer with a different battery and propulsion system, allowing FCDOT to further assess vehicle and technology performance.

EQUITY IMPACT:
The purchase of eight BEB provides positive equity benefits within the Providence, Mason, and Franconia districts by supporting a transit route between Tysons and Franconia-Springfield. Additionally, the project may positively contribute to environmental equity, as the use of battery electric vehicles provides air quality benefits to the region. These projects are in alignment with the One Fairfax focus area supporting the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and providing accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health. As such, the project has the potential to positively impact equity.

FISCAL IMPACT:
The attached agreement includes $10,000,000 in NVTA regional funding for Fairfax Connector, and the anticipated drawdown of funds is FY 2026-2027. The FY 2025 Third Quarter Review includes the appropriation of $10,000,000 in NVTA regional funds to Fund 40010, County and Regional Transportation Projects, in project TF-000064, Fairfax Connector Battery Electric Buses – NVTA 70 Percent. The current estimate is $10,385,000, and the County is responsible for the $385,000 that is not addressed by NVTA regional funds. Staff proposes to utilize NVTA 30 percent local share revenues to cover the balance of the costs. No additional fiscal impact is associated with this agreement.

Board Agenda Item
April 22, 2025

ENCLOSED DOCUMENTS:
Attachment 1: Agreement Execution Resolution for Eight New Connector Buses
Attachment 2: Standard Project Agreement with the Northern Virginia Transportation Authority

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Brent Riddle, Chief, Coordination Section, FCDOT
Sara Allred, Senior Transportation Planner, Coordination Section, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT
Jennifer Rosales, Funding Section, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR
EIGHT NEW CONNECTOR BUSES

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 22, 2025, at which a quorum was present and voting, the following resolution was adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, a Standard Project Agreement (SPA), and any subsequent amendments, with the Northern Virginia Transportation Authority (NVTA) for the following project and funding amount:

- Connector Buses (8 New) - Fairfax Connector Buses for Tysons to Franconia Service: $10,000,000 - FY 2022-2027 (NVTA SPA ID 2022-324-1)

ADOPTED this 22nd day of April, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Fairfax County
(Recipient Entity)

Project Name: Connector Buses (8 New) – Fairfax Connector Buses for Tysons to Franconia Service

NVTA Project Number: 2022-324-1

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this_____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ('the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, Fairfax County formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by Fairfax County to finance the Project;

WHEREAS, NVTA agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Fairfax County's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and Fairfax County's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

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

A. Recipient Entity's Obligations

Fairfax County shall:

I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.

3. Perform or have performed and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.

5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTA funds, Fairfax County shall submit a written request to NVTA's Chief Executive Officer ("CEO") explaining the need for NVTA's funding of an advanced phase. NVTA's CEO will thereafter review the circumstances

underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Fairfax County from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's CEO will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, Fairfax County can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of Fairfax County.

8. Promptly notify NVTA's CEO of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Fairfax County understands that it

will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. Fairfax County shall timely provide to NVTA a complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.

10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Fairfax County's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.

11. Should Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Fairfax County's governing body or have been obtained through another, independent funding source;

12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia

Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Fairfax County and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Fairfax County; and provide to NVTA copies of all such drawings and plans free of charge, upon request.

14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq*. of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.

15. Name NVTA and its Bond Trustee or require that all Fairfax County's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.

16. Give notice to NVTA that Fairfax County may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered

responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.

20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."

21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.

23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

1. Provide to Fairfax County the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Regional Transportation Planner for the Project. NVTA's Regional Transportation Planner will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's CEO and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Fairfax County for the Project. NVTA's Regional Transportation Planner will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

3. Route to NVTA's assigned Regional Transportation Planner all Fairfax County's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Regional Transportation Planner will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Regional Transportation Planner will then make a recommendation to the NVTA's CFO and CEO whether to authorize payment, refuse payment, or seek additional information from Fairfax County. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Regional Tranportation Planner will notify Fairfax County in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances

will NVTA authorize payment for any work performed by or on behalf of Fairfax County that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all Fairfax County's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's CEO. NVTA's CEO will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's CEO will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Fairfax County's financial records for the Project and on -site inspections.

6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that Fairfax County has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's CEO and will advise Fairfax County's designated representative in writing. Fairfax County will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review Fairfax County's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that Fairfax County has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from Fairfax County of

all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by Fairfax County. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.

2. Fairfax County may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Fairfax County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, Fairfax County shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.

3. NVTA may terminate this Agreement, for cause, resulting from Fairfax County's material breach of this Agreement. If so

terminated, Fairfax County shall refund to NVTA all funds NVTA provided to Fairfax County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Fairfax County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may request that NVTA excuse Fairfax County from refunding all funds NVTA provided to Fairfax County for the Project based upon Fairfax County's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse Fairfax County from refunding all or a portion of the funds NVTA provided to Fairfax County for the Project. No such request to be excused from refunding will be allowed where Fairfax County has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Fairfax County will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's CEO and Fairfax County's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to Fairfax County's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

Fairfax County agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated

transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this Agreement. In the event that Fairfax County fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Fairfax County shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If Fairfax County refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Fairfax County by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to Fairfax County.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTA, to the attention of its CEO;

2600 Park Tower Drive, Suite 601
Vienna, VA 22180

2) to Fairfax County, to the attention of Gregg Steverson
4050 Legato Road, Suite 400
Fairfax County, VA (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Fairfax County represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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

Northern Virginia Transportation Authority

By: _____

Date: _____

Fairfax County (Name of Recipient Entity)

By: _____

Date: _____

APPENDICES A & B

SCOPE, SCHEDULE, COST, AND FUNDING UPDATE #1

SPA #:	2022-324-1	Submitted On:	N/A
NVTA Project #:	324	Submitted By:	N/A
NVTA Project Title:	Connector Buses (8 New) - Fairfax Connector Buses for Tysons to Franconia Service	Status:	Pending

Project Schedule & Scope Changes

8 New Battery Electric Buses – Fairfax Connector Buses for Tysons to Franconia Service - FCDOT purchasing policies require us to have an agreement in place in order to place the bus order. As the purchase timeline is 22 months from order to delivery FCDOT has requested an exception for this SPA as the manufacturer does not have an interim payment policy meaning that all payment is completed upon delivery. This SPA reflects these issues.

Project Schedule Changes

	START	END	
Study			N/A
Design / Engineering / Environmental			N/A
ROW and Utilities			N/A
Construction			N/A
Asset Acquisition	FY2027	FY2027	

B-1 - Total Cost by Phase and Fiscal Year

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2027	$0.00	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00
Totals	$0.00	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00

B-2 - Update Other Secured Funding Sources

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	$0	$0	$0	$0	$10,000,000	$10,000,000
NVTA Funds Applied	$0	$0	$0	$0	$10,000,000	$10,000,000
Local					$0	$0
Total Other	$0	$0	$0	$0	$0	$0
Gap	$0	$0	$0	$0	$0	$0

B-3 - Update Project Reimbursement Cash Flow for NVTA Funds in this SPA Only

Year	Study	Design/Engineering/Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
FY2027	$0.00	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00
Totals	$0.00	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00

B-4 - Quarterly Project Reimbursement Cash Flow by Quarter of Expenditure. For NVTA Funds in this SPA Only

Year	September	December	March	June	Total
FY2027	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00
Totals	$0.00	$0.00	$0.00	$10,000,000.00	$10,000,000.00
Previously Reimbursed	$0.00	$0.00	$0.00	$0.00	$0.00

RECIPIENT ENTITY

By: _____

Name: _____

Title: _____

NVTA

_____ _____
Transportation Planner Date

_____ _____
CFO Date

_____ _____
CEO Date

Northern Virginia Transportation Authority
FY2022-2027 Six Year Program

Connector Buses (8 New) - Fairfax Connector Buses for Tysons to Franconia Service

Date Submitted:
10/01/2021

APPLICATION #: FFX-124

Tysons to Franconia-Springfield Limited Stop Express Bus Service

Project Description

Capital funding to purchase eight (8) Zero Emission Vehicle (ZEV) battery electric transit buses to support limited stop peak hour bus service connecting Tysons, Dunn Loring and Franconia-Springfield.

Primary Mode(s)	Secondary Mode(s)
Application Number	FFX-124
Primary TransAction ID Number	331
Submitting Jurisdiction/Agency	Fairfax County
Location	Project corridor extends from Tysons Corner Metro on the north side of Fairfax County to Franconia-Springfield Metro on the south side of the County. Buses will operate on Backlick Road and Gallows Road serving Springfield, Annandale, Merrifield and Tysons.
Requested NVTA Funds	$10,000,000.00
NVTA Funds Approved	$10,000,000
Previous NVTA Funds Received	$0.00
Total Cost to Complete Project	$10,000,000.00

Project Location



Project Milestones

	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition
Earlier					
FY21					
FY22					
FY23					
FY24					
FY25					
FY26					X
FY27					X
Beyond					

Project Funding

Source	Study	Design / Engineering / Environmental	ROW and Utilities	Construction	Asset Acquisition	Total
Total Cost	$0	$0	$0	$0	$10,000,000	$10,000,000
NVTA Funds Applied	$0	$0	$0	$0	$10,000,000	$10,000,000
Total Other	$0	$0	$0	$0	$0	$0
Gap	$0	$0	$0	$0	$0	$0

Project Analysis Highlights

Congestion Reduction Relative to Cost (CRRC) Rating	48.88
Congestion Reduction Relative to Cost (CRRC) Rank	9
TransAction Project Rating	15.99
TransAction Project Rank	14
Project's Past Performance (Percentage of expected funds that was reimbursed by 12/31/2021)	N/A
Jurisdiction/Agency's Past Performance on All Projects (Percentage of expected funds that was reimbursed by 12/31/2021)	47 %
Percentage of Total Project Cost Covered by Funds from Sources Other than NVTA	0 %
Local Priority	7
Number of Supporting Resolutions (does not include resolution from applicant's own Board/Council)	0
Number of NVTA-Funded Project(s) Nearby	2
Regional Funds allocated to NVTA-Funded Project(s) Nearby	$40,000,000

APPENDIX D-Tax Covenants

TAX COVENANTS
(For Bond Funded Projects Only)

The Recipient Entity will not permit more than five percent of the total amount of NVTA Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTA Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTA Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTA Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTA Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTA Bond Proceeds" means, as used herein, the sale proceeds of any NVTA bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTA Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTA Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract**,** an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade of business" within the meaning of Section 162 of the Code.

RECIPIENT ENTITY

By: _____

Name: Gregg Steverson

Title: Director, Fairfax County Department of Transportation

Date: _____

55321575.3

Board Agenda Item
April 22, 2025

ACTION – 8

Adoption of a Combined, Amended Resolution on Delegation of Settlement Authority and Authority to File Suit, Amendment of the Resolution on Indemnification and Representation of Officers and Employees

ISSUE:
Board adoption of a combined, amended Resolution on Delegation of Authority and Authority to File Suit, as well as associated amendments to the Board's Resolution on Indemnification and Representation of Officers and Employees.

RECOMMENDATION:
The County Executive, along with the Department of Finance, recommends adoption of the proposed, combined Resolution on Delegation of Settlement Authority and Authority to File Suit, along with the related proposed amendments to the Resolution on Indemnification and Representation of Officers and Employees.

BACKGROUND:
Since the Board last amended its Delegation of Settlement Authority Resolution on September 22, 1997, and its Delegation of Authority to File Suit Resolution on September 26, 1994, several recurring issues have arisen that led to proposing amendments and updates to these Resolutions for the Board's consideration. The existing Resolutions set different limits of settlement authority for the same officials, depending on whether a claim is made by or against the County; do not clearly define officials' authority, before a lawsuit is filed, to settle claims for money that is owed to the County; and fail to address who may settle certain commonly occurring types of cases. To address these issues and eliminate the confusion that has occasionally resulted from the interplay of the two Resolutions, a combined, amended Resolution is proposed.

Changes to the Delegation of Settlement Authority Resolution are reflected in Article I of the proposed, combined Resolution. Those changes include increasing the limits of settlement authority granted to officials, with Board approval necessary for settlements in excess of $150,000 rather than the current $50,000; adding language to clarify the authority of the Risk Manager and the Chief Financial Officer over claims under the Virginia Workers' Compensation Act, including their authority to enter into lump sum settlements under the Act without the settlement coming before the Board for approval; and adding language regarding settlement of discrimination complaints that are filed with federal or state enforcement agencies.

Board Agenda Item
April 22, 2025

Changes to the Delegation of Authority to File Suit Resolution are reflected in Article II of the proposed, combined Resolution. Those changes include adding language regarding officials' authority to assert claims or demands, before a lawsuit is filed, against the responsible party in certain types of cases; clarifying the County Attorney's authority to file petitions to determine the County's subrogation rights under the Virginia Workers' Compensation Act; and revising the limits of officials' settlement authority over lawsuits, claims, and demands asserted by the County, with the County Executive's approval being necessary for all such settlements in excess of $100,000, in lieu of any Board approval being required as under the current resolution.

These changes to the Delegation Resolutions necessitate a corresponding change to the Resolution on Indemnification and Representation of Officers and Employees. Section 10 of the latter Resolution has historically included language addressing officials' authority to settle claims against the County arising from the conduct of its officers, employees and volunteers in the discharge of their duties. The revised Indemnification Resolution replaces this language with a general reference incorporating Article I of the combined Resolution on Delegation of Settlement Authority and Authority to File Suit. An additional change substitutes the Risk Manager in place of the County Executive as the official authorized to purchase liability insurance for County officers, employees and volunteers, and to prescribe eligibility criteria for such coverage.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Marked up Version of the Proposed, Combined Resolution on Delegation of Settlement Authority and Authority to File Suit
Attachment 2 – Marked up Version of the Resolution on Indemnification and Representation of Officers and Employees
Attachment 3 - Proposed, Combined Resolution on Delegation of Settlement Authority and Authority to File Suit
Attachment 4 – Proposed, Amended Resolution on Indemnification and Representation of Officers and Employees

Board Agenda Item
April 22, 2025

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher J. Pietsch, Director, Department of Finance
Jerry Wilhelm, Deputy Director, Department of Finance
Randy Jouben, Risk Manager, Department of Finance

ASSIGNED COUNSEL:
Brent J. Schultheis, Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia on Tuesday, April 22, 2025 at which meeting a quorum was present and voting, the following resolution was adopted:

DELEGATION OF SETTLEMENT AUTHORITY AND AUTHORITY TO FILE SUIT

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (hereinafter, "the Board"), has adopted a resolution concerning self-insurance, as well as representation and indemnification for its officers, agents and employees and certain of its volunteers; and

WHEREAS, Fairfax County, Virginia (hereinafter "the County") is a self-insured employer under the provisions of the Virginia Workers' Compensation Act; and

WHEREAS, the County has been approved as a self-insurer under the provisions of the Virginia Motor Vehicle Safety Responsibility Act; and

WHEREAS, the Board has established a Risk Management Division headed by a Risk Manager to, among other duties, administer such claims; and

WHEREAS, pursuant to Fairfax County Code § 67.1-1-13, the County has the authority to appropriate funds for the purpose of reimbursing for or paying for damages to property owners caused by the backup of sanitary sewers owned and maintained by the County; and

WHEREAS, the Board at its regular meeting on Monday, September 22, 1997, adopted a resolution entitled "Delegation of Settlement Authority," to promote the efficient and expeditious disposition of ~~these claims requires delegation of authority to resolve~~ such claims asserted against~~on behalf of~~ the County or its officers, agents, ~~and~~ employees and certain volunteers; and

WHEREAS, the Board at its regular meeting on Monday, September 26, 1994, also adopted a resolution entitled "Delegation of Authority to File Suit," concerning the authority of officials designated thereunder to protect and enforce the County's subrogation rights under the Virginia Workers' Compensation Act, to recover money damages for property damage to County vehicles

caused by the fault of another, and to recover money overpaid to former County employees or to collect money owed to the County by such former employees; and

WHEREAS, such continued delegation of authority is in the best interests of the County; and

WHEREAS, to promote consistent and clear application of these delegation resolutions, the Board desires to amend and replace them with the single resolution set forth herein;

NOW, THEREFORE, BE IT RESOLVED:

ARTICLE I

DELEGATION OF SETTLEMENT AUTHORITY

Section 1. The authority to settle lawsuits and claims covered by the self-insurance, representation, and indemnification resolution (including thoseclaims brought against the County itself), to approve and enter into lump-sum settlements under the Virginia Workers' Compensation Act against the County, and to settle lawsuits and claims arising out of the operation of County motor vehicles, as well as those arising out of other County services and operation, should be and hereby is delegated to the following officials of the County within the dollar amount limits set forth below:

Risk Manager	Up to $150,000
Director of Finance	$150,001 to $2075,000
Deputy County Executive for Management & BudgetChief Financial Officer (CFO)	$2075,001 to $3100,000
County Executive	$3100,001 to $150,000

Any such settlement in excess of $150,000 shall be subject to the prior approval of the Board of Supervisors.

Section 2. The Risk Manager, or in his absence, such deputy or assistant as he may designate, is hereby delegated the authority to accept or deny initial claims under the Virginia Workers' Compensation Act, to accept or contest claims for additional compensation and reimbursement of expenses, including awards for additional benefits or change in condition, to

initiate change in~~of~~ condition applications on behalf of the County, and to seek review by the full Workers' Compensation Commission, in his discretion, of opinions and awards of the Commission. The Risk Manager is hereby delegated the authority to approve and enter into lump-sum settlements under the Virginia Workers' Compensation Act for amounts up to $100,000. Authority to approve and enter into lump-sum settlements in excess of $100,000 is hereby delegated to the CFO. The Board of Supervisors further authorizes the Risk Manager or his designee, with the concurrence of the County Attorney, or in her absence, such Deputy or Senior Assistant County Attorney so designated by her, to seek review of adverse opinions and awards of the full Commission in appellate courts of competent jurisdiction.

Section 3. The Director of the Department of Public Works and Environmental Services shall investigate and refer all sewer back-up claims with his recommendation to the Risk Manager. The Risk Manager shall conduct such additional investigation as he deems necessary to make a determination on the validity and the amount of each claim. Claims which meet the criteria set forth in Fairfax County Code § 67.1-1-13(a)~~(1)~~ through (~~da~~)~~(4)~~ may be settled by the officials listed in ~~paragraph~~Section 1 of this Article for the amounts listed thereunder. Any settlement in excess of $150,000 shall be subject to the prior approval of the Board of Supervisors.

Section 4. Appointing authorities, as defined in Fairfax County Code § 3-1-12, after receiving the recommendation of the County Attorney or her designee, and after consulting with ~~the concurrence of~~ the ~~Personnel~~Human Resources Director or her designee, are hereby authorized to settle employee grievances under the County's grievance procedure, Chapter 17 of the Fairfax County Personnel Regulations, to the extent that the terms of any such settlement are limited to the matters contained in the remedies provision of the grievance procedure, Pers. Reg. § 17.6. To the extent that any such settlement involves the payment of money in an amount up to $150,000, other than for back pay or reimbursement of moneys expended to obtain medical insurance, ~~in an amount~~

~~of $50,000, or less, such settlements~~it must also be approved by the County Executive, or if ~~greater than~~in excess of $150,000, by the Board.

Section 5. Appointing authorities, as defined in Fairfax County Code § 3-1-12, after receiving the recommendation of the County Attorney or her designee, are hereby authorized to settle Charges of Discrimination filed with the U.S. Equal Employment Opportunity Commission, or with the Attorney General of Virginia - Office of Civil Rights, by employees of their respective agencies or departments. To the extent that any such settlement involves the payment of money in an amount up to $150,000, it must also be approved by the official to whom authority to approve settlements of that dollar amount has been delegated under Section 1 of this Article. To the extent that any such settlement involves the payment of money in excess of $150,000, it must be approved by the appointing authority and by the Board.

Section 6. The Risk Manager is hereby delegated the authority to investigate all claims of liability arising from County services and operations and to deny such claims where it appears that they are without legal merit; to accept or settle such claims within the dollar amount~~s~~ set forth in ~~paragraph~~Section 1 of this Article~~supra~~; and to make recommendations concerning the settlement of claims in excess of that amount to the appropriate settlement authority.

Section 7. This delegation of authority is without prejudice to the sovereign immunity of the County and any immunity or defense available to it under law or to its officers, agents, employees or volunteers. Further, this delegation in no way waives the requirements of the Virginia Code with respect to the prosecution of claims against the County or the requirements of Fairfax County Code § 67.1-1-13 regarding claims for sanitary sewer back-up.

Section 8. All proposed settlements pursuant to this Article in excess of $~~3~~100,000 shall be reviewed and approved by the County Attorney prior to their submission to the County Executive, or to the Board of Supervisors.

Section 9. All settlements of claims made pursuant to this Article~~resolution~~, except for settlements of employee grievances not involving the payment of money, shall be reported to the Risk Manager. The Risk Manager shall submit a report at the conclusion of each fiscal year to the Board summarizing the types and amounts of the claims disposed of pursuant to this Article~~resolution~~ by each official and in total during the fiscal year.

Section 10. The Risk Manager is hereby delegated the authority to file claims with any insurance carrier providing first-party coverage to the County. The Risk Manager is further authorized to represent the County in the carrier's investigation of such claims to include submissions of information in support of damages claimed, submitting signed proofs of loss, and settlement of the claim with carrier.

ARTICLE II

DELEGATION OF AUTHORITY TO FILE SUIT

Section 1. The Board ~~of Supervisors~~ hereby authorizes the County Attorney, at ~~his or~~ her discretion, or in ~~his or~~ her absence, such Deputy or Senior Assistant County Attorney~~,~~ as ~~he or~~ she may designate, with the concurrence of the County's Risk Manager, or in his ~~or her~~ absence, any deputy or assistant so designated by him ~~or her~~, to file suit in appropriate cases to protect and enforce the County's subrogation rights under the Virginia Workers' Compensation Act.

Section 2. The Board ~~of Supervisors~~ hereby further authorizes the County Attorney, at ~~his or~~ her discretion, or in ~~his or~~ her absence, such Deputy or Senior Assistant County Attorney~~,~~ as ~~he or~~ she may designate, with the concurrence of the County's Risk Manager, or in his ~~or her~~ absence, any deputy or assistant so designated by him ~~or her~~, to file suit in appropriate cases to recover money damages for property damage to County vehicles and other County property caused by the fault of another. Prior to the County Attorney or her designee filing suit in such cases, the Risk Manager or his designee is authorized to assert appropriate claims or demands against the person at fault, in order to recover the County's damages without court action.

Section 3. The Board ~~of Supervisors~~ hereby further authorizes the County Attorney, at ~~his or~~ her discretion, or in ~~his or~~ her absence, such Deputy or Senior Assistant County Attorney~~,~~ as ~~he or~~ she may designate, with the concurrence of the County's ~~Personnel~~Human Resources Director, or in ~~his or~~ her absence, any deputy or assistant so designated by ~~him or~~ her, to file suit in appropriate cases to recover money overpaid to a former County employee or to collect money owed to the County by such former County employee. Prior to the County Attorney or her designee filing suit in such cases, the Human Resources Director or her designee is authorized to assert appropriate claims or demands against the former County employee, in order to recover such monies owed to the County without court action.

Section 4. The term to "file suit" includes, but is not limited to, asserting a counter-claim, ~~or~~ a cross-claim or a third-party claim. In cases involving the County's subrogation rights under the Virginia Workers' Compensation Act, where the injured employee has filed suit against any other person at fault for such employee's injury, the term to "file suit" also includes petitioning the court to ascertain the amount of the County's workers' compensation lien and to order payment thereof.

Section 5. Lawsuits, as well as claims and demands asserted prior to filing suit, to enforce the County's subrogation rights under the Workers' Compensation Act, to collect for property damage to County motor vehicles and other County property, or to collect overpayments to or moneys owing from former County employees may be settled by the following officials, or in their absence, by those authorized to act in the stead of these officials~~, with the concurrence of the County Attorney, or in his or her absence, such Deputy or Senior Assistant County Attorney, as he or she may designate~~:

~~Amount of Claim — Official~~

~~$0 - $ 5,000 — Risk Manager/Personnel Director~~

~~up to $10,000 — Director of Finance~~

~~up to $15,000 Deputy County Executive for Management and Budget~~

~~up to $25,000 County Executive~~

Risk Manager/Human Resources Director Up to $50,000

Director of Finance $50,001 to $75,000

Chief Financial Officer $75,001 to $100,000

Settlements of such lawsuits or claims in excess of $~~25~~100,000 shall be subject to the approval of the County Executive~~Board of Supervisors~~. Lawsuits that are filed pursuant to the authority of this Article may be settled with the concurrence of the County Attorney, or in her absence, such Deputy or Senior Assistant County Attorney as she may designate. In all such lawsuits or claims, the officials so authorized may accept in full settlement of the matter an amount less than what was previously assessed or calculated as owing to the County.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 1. The authorization contained in this Resolution shall continue in effect until subsequently rescinded or amended. In the event that any provision of this Resolution is subsequently determined to be void by a court of competent jurisdiction, it shall be deemed severed, and all other provisions shall continue in full force and effect.

Section 2. Wherever used in this Resolution, pronouns stated in the masculine ("he," "him," or "his") shall include the feminine ("she," "her," or "hers"), and vice versa.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

At a regular meeting of the Board of Supervisors for Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on ~~Mon~~Tuesday, ~~September~~ April 22, 2025~~242, 2024~~1997, at which meeting a quorum was present and voting, the following resolution was adopted.

Indemnification and Representation
of Officers and Employees

WHEREAS, the Board of Supervisors ("Board") is authorized by state law to provide liability insurance and/or self-insurance for its officers, employees and volunteers, to cover the costs and expenses incident to liability, including those for settlement, suit, or satisfaction of judgments arising from the conduct of such officers, employees and volunteers in the discharge of their official duties, and

WHEREAS, the Board is authorized by state law to employ the County Attorney to defend it, any of its members, or any of its officers, employees or any trustees or member of any board or commission appointed by it in any legal proceeding to which it, or any of its members, or any of its officers, employees, or any appointees is a defendant when such proceeding is instituted against it, or them, by virtue of any actions in furtherance of their duties in serving the County and further, the Board, in its sole discretion, is authorized to settle such claims or to satisfy a judgment in such an action, and

WHEREAS, the County Attorney is authorized and directed by state law to represent the County and its boards, departments and agencies, and officers and employees in litigation arising from their conduct in the discharge of official duties, and

WHEREAS, the Board desires to set forth the manner in which it intends to exercise such authority,

NOW, THEREFORE, BE IT RESOLVED:

1. The resolution adopted by the Board of Supervisors at its regular meeting on Monday, September 225, 19974, concerning "Indemnification and Representation of Officers and Employees" is hereby readopted as hereinafter amended. Any representation by the County Attorney or her~~is~~ designate commenced prior to the effective date of this amended Resolution under the authority of the 19974 Resolution or any predecessor Resolution continues to be authorized until a final order is entered in the pending action.

2. For purposes of this Resolution, the term "County officers, employees, volunteers and members of Boards and Commissions" shall include only the following: The Board of Supervisors of Fairfax County, Virginia and its members and those elected and appointed officers of the County of Fairfax, Virginia, its Boards and Commissions and the members thereof and its employees and those volunteers, as listed in Appendix A, which is hereby incorporated by reference.

3. The County Executive is hereby authorized and directed to make such changes to Appendix A as may be required from time to time as a result of changes in the organization of County government or other actions by the Board. The County Executive shall notify the Board of such changes in writing.

4. The County Attorney shall represent, without charge, ~~A~~all County officers, employees, volunteers and members of Boards and Commissions with respect to any claim or cause of action arising from the conduct of such officers,

employees, volunteers and members of Boards and Commissions in the discharge of their duties as officers, employees, volunteers and members of Boards and Commissions of the County of Fairfax, Virginia. Said conduct is hereby deemed to include administrative and professional malpractice, as well as acts committed or alleged to be committed which result in or are alleged to result in deprivations of rights, privileges, and immunities guaranteed by the United States or Virginia Constitutions, or by~~of~~ any statute affording a cause of action for damages or injunctive relief for such deprivations. Such County officers, employees, volunteers and members of Boards and Commissions may, if they desire, retain their own legal counsel, at their expense.

5. In the event of a real or potential conflict of interest involving the County Attorney's representation of the County or any of its officers, employees, volunteers and members of Boards and Commissions on any claim, lawsuit or combination of claims or lawsuits or in the event that any such conflicts of interest or other ethical considerations might impede effective representation and legal defense by the County Attorney, the County Attorney is hereby authorized to retain additional counsel, at her~~is~~ discretion, at County expense, to represent any officers, employees, volunteers and members of Boards and Commissions who shall, in his opinion require such counsel.

6. All officers, employees, volunteers and members of Boards and Commissions who become legally obligated to pay any claims, including but not limited to settlements, suits, satisfaction of judgments, costs of awards of attorney's fees, arising from the conduct of said officers, employees, volunteers and members

of Boards and Commissions in the discharge of their duties, shall only be entitled to indemnification therefore where the claim shall have been determined by the County Executive, upon the recommendation of the County Attorney, to have resulted from actions which:

a. were done in good faith; and

b. were done in the reasonable belief that such activities were in the best interest of the County and in the furtherance of the official practices and policies of the County; and

c. were within the scope of authority of the person acting; and

d. were within the course of employment of the person so acting; and

e. were not willful, malicious, or wanton.

The determination of the County Executive as to whether the conduct of any such officer, employee, volunteer or member of Boards and Commissions satisfies the requirements of subsections (a) – (e) shall be final.

7. The costs and expenses of such suits, including, but not limited to, settlement of such claims or satisfaction of such judgments, shall be paid, to the extent feasible, out of the County Insurance Fund.

8. The County ExecutiveRisk Manager is authorized to purchase in accordance with established procedures and to continue in effect such liability insurance policies for County officers, employees, volunteers and members of Boards and Commissions, as hethey deems cost effective after the recommendation of the Risk Manager with legal defense of claims thereunder to be provided in accordance with the terms of the policies of insurance. The County Attorney

shall represent County officers, employees, volunteers and members of Boards and Commissions to the extent deemed necessary ~~by him~~ to supplement legal counsel provided under said liability insurance policies. The Risk Manager ~~County Executive, on the recommendation of the Risk Manager,~~ is authorized to purchase, in accordance with established procedures, personal liability, accidental death and dismemberment, and automobile insurance for those County volunteers not listed in Appendix "A". ~~On recommendation of the~~ Risk Management ~~Committee, the County Executive~~ may promulgate regulations prescribing criteria for eligibility for such coverage. ~~H~~The benefits conferred by this Resolution upon County volunteers not listed in Appendix "A" shall be limited to those contained in whatever policies of insurance are obtained by the County ~~Executive~~.

9. In no event shall legal fees be paid on behalf of officers, employees, volunteers and members of Boards and Commissions, or legal counsel be provided by the County Attorney for the defense of acts alleged to have been committed by officers, employees, volunteers and members of Boards and Commissions in violation of criminal laws, nor shall any fines or penalties imposed for~~by~~ criminal conduct be reimbursed by the County.

10. Claims filed against the County ~~may be settled for amounts of $50,000 or less, included costs and expense incident to liability, compromise settlements, suits or satisfaction of judgments,~~ arising from the conduct of its officers, employees, volunteers and members of Boards and Commissions in the discharge of their duties~~. Such settlements may be made at the discretion of~~

~~the County Executive or such other officials as designated by the Board of Supervisors after appropriate investigation and recommendation by the County Attorney~~ may be settled~~.~~ in accordance with Article I of ~~T~~the Board's resolution regarding Delegation of Settlement Authority and Authority to File Suit, which is hereby incorporated by reference.

11. Nothing contained in this Resolution shall be construed to abrogate any statutory right of appeal from disallowance of claims, and any person may appeal the disallowance of a claim to the Board of Supervisors.

12. Nothing contained in this Resolution shall be construed to abrogate or waive any defense of governmental immunity on behalf of the County of Fairfax, Virginia, or its officers, employees, volunteers and members of Boards and Commissions.

13. The authorization provided by this Resolution shall continue in effect until subsequently rescinded or amended. In the event that any provision of this Resolution is subsequently determined to be void by a court of competent jurisdiction, it shall be deemed severed and all other provisions shall continue in full force and effect.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

~~VOLUNTEERS~~

~~1. Certified volunteer Fire Fighters in any recognized volunteer fire-fighting or rescue company in the County.~~

~~2.1. Members of the Fairfax County Auxiliary Police Force and Volunteers in Police Service (VIPS).~~

~~3.1. Citizens appointed to advisory or study councils, committees, task forces, etc., whether or not of indefinite duration by the Board of Supervisors, in connection with their participation on such committees, task forces, etc.~~

~~4.1. Persons appointed to serve by and at the pleasure of the Board of Supervisors on the Board of Directors of FAXFAIR Corporation, to the extent that they are sued in their capacity as Directors, so long as the Memorandum of Agreement between the Board of Supervisors and FAXFAIR Corporation remains in full force and effect and FAXFAIR Corporation obtains event insurance covering the Fairfax Fair.~~

~~5.1. Members of the Engineering Standards Review Committee.~~

APPENDIX A

OFFICERS, EMPLOYEES, VOLUNTEERS AND
MEMBERS OF BOARDS AND COMMISSIONS
COVERED BY THE RESOLUTION

OFFICES, DIVISIONS
AGENCIES AND DEPARTMENTS

All employees, officers, officials, and directors of the following are covered. Also covered are employees, officials, officers, and directors of the unlisted Divisions –and Sub-Agencies of the Offices, Divisions, Agencies and Departments listed below.

Animal Shelter
Circuit Court and Records
Clerk to the Board of Supervisors
County Executive and Office of the County Executive
Department of Administration for Human Services
Department of Code Compliance
Department of Cable and Consumer Services
Department of Family Services
Department of Finance
Department of Housing and Community Development
Department of Human Resources
Department of Information Technology
Department of Management and Budget

Department of Neighborhood and Community Services
Department of Planning and Zoning
Department of Public Safety Communications
Department of Public Works and Environmental Services
Department of Procurement and Material Management
Department of Tax Administration
Department of Transportation
Department of Vehicle Services
Environmental/Energy Programs
Facilities Management Department
Fire and Rescue Department
General District Court
Government Relations
Health Department
Juvenile and Domestic Relations Court
McLean Community Center
Office of Community Revitalization
Office of Elections
Office of Emergency Management

Office of Human Rights and Equity Programs
Office of Public-Private Partnerships
Office of Public Affairs
Office of the County Attorney
Office of the Financial and Program Auditor
Office of the Internal Auditor
Office to Prevent and End Homelessness
Operational Medical Director — Fire and Rescue Department
Operational Medical Director — Police Department
Police Department
Reston Community Center
Retirement Administration Agency

VOLUNTEERS

1. Certified volunteer Fire Fighters in any recognized volunteer fire-fighting or rescue company in the County.

2. Members of the Fairfax County Auxiliary Police Force and Volunteers in Police Service (VIPS).

3. Citizens appointed to advisory or study councils, committees, task forces, etc., whether or not of indefinite duration by the Board of Supervisors, in connection with their participation on such committees, task forces, etc.

4. Persons appointed to serve by and at the pleasure of the Board of Supervisors on the Board of Directors of FAXFAIR Corporation, to the extent that they are sued in their capacity as Directors, so long as the Memorandum of Agreement between the Board of Supervisors and FAXFAIR Corporation remains in full force and effect and FAXFAIR Corporation obtains event insurance covering the Fairfax Fair.

5. Members of the Engineering Standards Review Committee.

BOARDS AND COMMISSIONS

All members of the following Boards and Commissions and employees of the Board of Supervisors who act as staff to these Boards and Commissions are covered.

A Heath Onthank Award Selection Committee
Advisory Plans Examiner Board
Advisory Social Services Board
Affordable Dwelling Unit Advisory Board
Agricultural and Forestall Districts Advisory Board/Committee
Airports Advisory Board
Alcohol Safety Action Program Local Policy Board
Animal Services Advisory Commission
Architectural Review Board
Athletic Council
Audit Committee
Barbara Varon Volunteer Award Selection Committee
Board of Building and Fire Prevention Code of Appeals
Board of Equalization of Real Estate Assessments
Board of Zoning Appeals
Burgundy Village Community Center Operations Board
Chesapeake Bay Preservation Ordinance Exception Review Committee
Child Care Advisory Council
Citizen Corps Council
Civil Service Commission
Commission for Women
Commission on Aging
Commission on Organ and Tissue Donation and Transplanting
Community Action Advisory Board
Community Criminal Justice Board
Community Policy and Management Team, Fairfax-Falls Church
Consumer Protection Commission
Criminal Justice Advisory Board
Dulles Rail Transportation Improvement District Advisory Board, Phase I
Dulles Rail Transportation Improvement District Advisory Board, Phase II
Economic Advisory Commission
Economic Development Authority
Electoral Board
Engineering Standards Review Committee
Environmental Quality Advisory Council
Fairfax Area Disability Services Board
Fairfax Community Long Term Care coordinating Council
Fairfax County Convention & Visitors Corporation Board of Directors
Fairfax County History Museum Sub-Committees
Fairfax County Safety Net Health Center Commission

Fairfax-Falls Church Community Services Board
Geotechnical Review Board
Health Care Advisory Board
History Commission
Human Services Council
Industrial Development Authority
Information Technology Policy Advisory Committee
Juvenile and Domestic Relations District County Citizens Advisory Council
Laurel Hill Project Advisory Citizen Oversight Committee
Library Board
McLean Community Center Government Board
Mosaic District Community Development Board
Oversight Committee on Drinking and Driving
Board Members of the Park Authority
Planning Commission
Police Civilian Review Panel
Police Officers Retirement System Board of Trustees
Board Members of the Redevelopment and Housing Authority
Reston Community Center Board
Road Viewers Board
Route 28 Highway Transportation District Advisory Board
Small Business Commission, Fairfax County
Southgate Community Center Advisory Council
Fairfax County Employees' Retirement System Board of Trustees
Tennant-Landlord Commission
Trails and Sidewalks Committee
Transportation advisory Commission
Tree Commission
Trespass Towing Advisory Commission
Tysons Transportation Service District Advisory Board
Uniformed Retirement System Board of Trustees
Upper Occoquan Sewage Authority
Volunteer Fire Commission
Wetlands Board
Youth Basketball Council Advisory Board

Commission for the Handicapped
NOTE: Individuals who work for these Boards and Commissions who are not employees of the Board of Supervisors are not covered by this Resolution.

Representation and indemnification of multijurisdictional Boards and Supervisors, e.g., Fairfax-Falls Church Community Services Board, shall be determined by agreement among the respective jurisdictions. See, Board of Supervisors' Resolution Adoption of Joint Resolution dated June 30, 1986 (Community Services Board).

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia on Tuesday, April 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

DELEGATION OF SETTLEMENT AUTHORITY AND AUTHORITY TO FILE SUIT

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (hereinafter, "the Board"), has adopted a resolution concerning self-insurance, as well as representation and indemnification for its officers, agents and employees and certain of its volunteers; and

WHEREAS, Fairfax County, Virginia (hereinafter "the County") is a self-insured employer under the provisions of the Virginia Workers' Compensation Act; and

WHEREAS, the County has been approved as a self-insurer under the provisions of the Virginia Motor Vehicle Safety Responsibility Act; and

WHEREAS, the Board has established a Risk Management Division headed by a Risk Manager to, among other duties, administer such claims; and

WHEREAS, pursuant to Fairfax County Code § 67.1-1-13, the County has the authority to appropriate funds for the purpose of reimbursing for or paying for damages to property owners caused by the backup of sanitary sewers owned and maintained by the County; and

WHEREAS, the Board at its regular meeting on Monday, September 22, 1997, adopted a resolution entitled “Delegation of Settlement Authority,” to promote the efficient and expeditious disposition of such claims asserted against the County or its officers, agents, employees and certain volunteers; and

WHEREAS, the Board at its regular meeting on Monday, September 26, 1994, also adopted a resolution entitled “Delegation of Authority to File Suit,” concerning the authority of officials designated thereunder to protect and enforce the County's subrogation rights under the Virginia Workers' Compensation Act, to recover money damages for property damage to County vehicles

caused by the fault of another, and to recover money overpaid to former County employees or to collect money owed to the County by such former employees; and

WHEREAS, such continued delegation of authority is in the best interests of the County; and

WHEREAS, to promote consistent and clear application of these delegation resolutions, the Board desires to amend and replace them with the single resolution set forth herein;

NOW, THEREFORE, BE IT RESOLVED:

ARTICLE I

DELEGATION OF SETTLEMENT AUTHORITY

Section 1. The authority to settle lawsuits and claims covered by the self-insurance, representation, and indemnification resolution (including those brought against the County itself), and to settle lawsuits and claims arising out of the operation of County motor vehicles, as well as those arising out of other County services and operation, should be and hereby is delegated to the following officials of the County within the dollar amount limits set forth below:

Risk Manager	Up to $50,000
Director of Finance	$50,001 - $75,000
Chief Financial Officer (CFO)	$75,001 - $100,000
County Executive	$100,001 - $150,000

Any such settlement in excess of $150,000 shall be subject to the prior approval of the Board of Supervisors.

Section 2. The Risk Manager, or in his absence, such deputy or assistant as he may designate, is hereby delegated the authority to accept or deny initial claims under the Virginia Workers' Compensation Act, to accept or contest claims for additional compensation and reimbursement of expenses, including awards for additional benefits or change in condition, to initiate change in condition applications on behalf of the County, and to seek review by the full Workers' Compensation Commission, in his discretion, of opinions and awards of the Commission.

The Risk Manager is hereby delegated the authority to approve and enter into lump-sum settlements under the Virginia Workers' Compensation Act for amounts up to $100,000. Authority to approve and enter into lump-sum settlements in excess of $100,000 is hereby delegated to the CFO. The Board of Supervisors further authorizes the Risk Manager or his designee, with the concurrence of the County Attorney, or in her absence, such Deputy or Senior Assistant County Attorney so designated by her, to seek review of adverse opinions and awards of the full Commission in appellate courts of competent jurisdiction.

Section 3. The Director of the Department of Public Works and Environmental Services shall investigate and refer all sewer back-up claims with his recommendation to the Risk Manager. The Risk Manager shall conduct such additional investigation as he deems necessary to make a determination on the validity and the amount of each claim. Claims which meet the criteria set forth in Fairfax County Code § 67.1-1-13(a) through (d) may be settled by the officials listed in Section 1 of this Article for the amounts listed thereunder. Any settlement in excess of $150,000 shall be subject to the prior approval of the Board of Supervisors.

Section 4. Appointing authorities, as defined in Fairfax County Code § 3-1-12, after receiving the recommendation of the County Attorney or her designee, and after consulting with the Human Resources Director or her designee, are hereby authorized to settle employee grievances under the County's grievance procedure, Chapter 17 of the Fairfax County Personnel Regulations, to the extent that the terms of any such settlement are limited to the matters contained in the remedies provision of the grievance procedure, Pers. Reg. § 17.6. To the extent that any such settlement involves the payment of money in an amount up to $150,000, other than for back pay or reimbursement of moneys expended to obtain medical insurance, it must also be approved by the County Executive, or if in excess of $150,000, by the Board.

Section 5. Appointing authorities, as defined in Fairfax County Code § 3-1-12, after receiving the recommendation of the County Attorney or her designee, are hereby authorized to settle

Charges of Discrimination filed with the U.S. Equal Employment Opportunity Commission, or with the Attorney General of Virginia - Office of Civil Rights, by employees of their respective agencies or departments. To the extent that any such settlement involves the payment of money in an amount up to $150,000, it must also be approved by the official to whom authority to approve settlements of that dollar amount has been delegated under Section 1 of this Article. To the extent that any such settlement involves the payment of money in excess of $150,000, it must be approved by the appointing authority and by the Board.

Section 6. The Risk Manager is hereby delegated the authority to investigate all claims of liability arising from County services and operations and to deny such claims where it appears that they are without legal merit; to accept or settle such claims within the dollar amount set forth in Section 1 of this Article; and to make recommendations concerning the settlement of claims in excess of that amount to the appropriate settlement authority.

Section 7. This delegation of authority is without prejudice to the sovereign immunity of the County and any immunity or defense available to it under law or to its officers, agents, employees or volunteers. Further, this delegation in no way waives the requirements of the Virginia Code with respect to the prosecution of claims against the County or the requirements of Fairfax County Code § 67.1-1-13 regarding claims for sanitary sewer back-up.

Section 8. All proposed settlements pursuant to this Article in excess of $100,000 shall be reviewed and approved by the County Attorney prior to their submission to the County Executive, or to the Board of Supervisors.

Section 9. All settlements of claims made pursuant to this Article, except for settlements of employee grievances not involving the payment of money, shall be reported to the Risk Manager. The Risk Manager shall submit a report at the conclusion of each fiscal year to the Board summarizing the types and amounts of the claims disposed of pursuant to this Article by each official and in total during the fiscal year.

Section 10. The Risk Manager is hereby delegated the authority to file claims with any insurance carrier providing first-party coverage to the County. The Risk Manager is further authorized to represent the County in the carrier's investigation of such claims to include submissions of information in support of damages claimed, submitting signed proofs of loss, and settlement of the claim with carrier.

ARTICLE II

DELEGATION OF AUTHORITY TO FILE SUIT

Section 1. The Board hereby authorizes the County Attorney, at her discretion, or in her absence, such Deputy or Senior Assistant County Attorney as she may designate, with the concurrence of the County's Risk Manager, or in his absence, any deputy or assistant so designated by him, to file suit in appropriate cases to protect and enforce the County's subrogation rights under the Virginia Workers' Compensation Act.

Section 2. The Board hereby further authorizes the County Attorney, at her discretion, or in her absence, such Deputy or Senior Assistant County Attorney as she may designate, with the concurrence of the County's Risk Manager, or in his absence, any deputy or assistant so designated by him, to file suit in appropriate cases to recover money damages for property damage to County vehicles and other County property caused by the fault of another. Prior to the County Attorney or her designee filing suit in such cases, the Risk Manager or his designee is authorized to assert appropriate claims or demands against the person at fault, in order to recover the County's damages without court action.

Section 3. The Board hereby further authorizes the County Attorney, at her discretion, or in her absence, such Deputy or Senior Assistant County Attorney as she may designate, with the concurrence of the County's Human Resources Director, or in her absence, any deputy or assistant so designated by her, to file suit in appropriate cases to recover money overpaid to a former County employee or to collect money owed to the County by such former County employee. Prior to the

County Attorney or her designee filing suit in such cases, the Human Resources Director or her designee is authorized to assert appropriate claims or demands against the former County employee, in order to recover such monies owed to the County without court action.

Section 4. The term to "file suit" includes, but is not limited to, asserting a counter-claim, a cross-claim or a third-party claim. In cases involving the County's subrogation rights under the Virginia Workers' Compensation Act, where the injured employee has filed suit against any other person at fault for such employee's injury, the term to "file suit" also includes petitioning the court to ascertain the amount of the County's workers' compensation lien and to order payment thereof.

Section 5. Lawsuits, as well as claims and demands asserted prior to filing suit, to enforce the County's subrogation rights under the Workers' Compensation Act, to collect for property damage to County motor vehicles and other County property, or to collect overpayments to or moneys owing from former County employees may be settled by the following officials, or in their absence, by those authorized to act in the stead of these officials:

Risk Manager/Human Resources Director	Up to $50,000
Director of Finance	$50,001 to $75,000
Chief Financial Officer	$75,001 to $100,000

Settlements of such lawsuits or claims in excess of $100,000 shall be subject to the approval of the County Executive. Lawsuits that are filed pursuant to the authority of this Article may be settled with the concurrence of the County Attorney, or in her absence, such Deputy or Senior Assistant County Attorney as she may designate. In all such lawsuits or claims, the officials so authorized may accept in full settlement of the matter an amount less than what was previously assessed or calculated as owing to the County.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 1. The authorization contained in this Resolution shall continue in effect until subsequently rescinded or amended. In the event that any provision of this Resolution is subsequently determined to be void by a court of competent jurisdiction, it shall be deemed severed, and all other provisions shall continue in full force and effect.

Section 2. Wherever used in this Resolution, pronouns stated in the masculine ("he," "him," or "his") shall include the feminine ("she," "her," or "hers"), and vice versa.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

At a regular meeting of the Board of Supervisors for Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, April 22, 2025, at which meeting a quorum was present and voting, the following resolution was adopted.

Indemnification and Representation
of Officers and Employees

WHEREAS, the Board of Supervisors ("Board") is authorized by state law to provide liability insurance and/or self-insurance for its officers, employees and volunteers, to cover the costs and expenses incident to liability, including those for settlement, suit, or satisfaction of judgments arising from the conduct of such officers, employees and volunteers in the discharge of their official duties, and

WHEREAS, the Board is authorized by state law to employ the County Attorney to defend it, any of its members, or any of its officers, employees or any trustees or member of any board or commission appointed by it in any legal proceeding to which it, or any of its members, or any of its officers, employees, or any appointees is a defendant when such proceeding is instituted against it, or them, by virtue of any actions in furtherance of their duties in serving the County and further, the Board, in its sole discretion, is authorized to settle such claims or to satisfy a judgment in such an action, and

WHEREAS, the County Attorney is authorized and directed by state law to represent the County and its boards, departments and agencies, and officers and employees in litigation arising from their conduct in the discharge of official duties, and

WHEREAS, the Board desires to set forth the manner in which it intends to exercise such authority,

NOW, THEREFORE, BE IT RESOLVED:

1. The resolution adopted by the Board of Supervisors at its regular meeting on Monday, September 22, 1997, concerning "Indemnification and Representation of Officers and Employees" is hereby readopted as hereinafter amended. Any representation by the County Attorney or her designate commenced prior to the effective date of this amended Resolution under the authority of the 1997 Resolution or any predecessor Resolution continues to be authorized until a final order is entered in the pending action.

2. For purposes of this Resolution, the term "County officers, employees, volunteers and members of Boards and Commissions" shall include only the following: The Board of Supervisors of Fairfax County, Virginia and its members and those elected and appointed officers of the County of Fairfax, Virginia, its Boards and Commissions and the members thereof and its employees and those volunteers, as listed in Appendix A, which is hereby incorporated by reference.

3. The County Executive is hereby authorized and directed to make such changes to Appendix A as may be required from time to time as a result of changes in the organization of County Government or other actions by the Board. The County Executive shall notify the Board of such changes in writing.

4. The County Attorney shall represent, without charge, all County officers, employees, volunteers and members of Boards and Commissions with respect to any claim or cause of action arising from the conduct of such officers,

employees, volunteers and members of Boards and Commissions in the discharge of their duties as officers, employees, volunteers and members of Boards and Commissions of the County of Fairfax, Virginia. Said conduct is hereby deemed to include administrative and professional malpractice, as well as acts committed or alleged to be committed which result in or are alleged to result in deprivations of rights, privileges, and immunities guaranteed by the United States or Virginia Constitutions, or by any statute affording a cause of action for damages or injunctive relief for such deprivations. Such County officers, employees, volunteers and members of Boards and Commissions may, if they desire, retain their own legal counsel, at their expense.

5. In the event of a real or potential conflict of interest involving the County Attorney's representation of the County or any of its officers, employees, volunteers and members of Boards and Commissions on any claim, lawsuit or combination of claims or lawsuits or in the event that any such conflicts of interest or other ethical considerations might impede effective representation and legal defense by the County Attorney, the County Attorney is hereby authorized to retain additional counsel, at her discretion, at County expense, to represent any officers, employees, volunteers and members of Boards and Commissions who shall, in his opinion require such counsel.

6. All officers, employees, volunteers and members of Boards and Commissions who become legally obligated to pay any claims, including but not limited to settlements, suits, satisfaction of judgments, costs of awards of attorney's fees, arising from the conduct of said officers, employees, volunteers and members

of Boards and Commissions in the discharge of their duties, shall only be entitled to indemnification therefor where the claim shall have been determined by the County Executive, upon the recommendation of the County Attorney, to have resulted from actions which:

a. were done in good faith; and

b. were done in the reasonable belief that such activities were in the best interest of the County and in the furtherance of the official practices and policies of the County; and

c. were within the scope of authority of the person acting; and

d. were within the course of employment of the person so acting; and

e. were not willful, malicious, or wanton.

The determination of the County Executive as to whether the conduct of any such officer, employee, volunteer or member of Boards and Commissions satisfies the requirements of subsections (a) – (e) shall be final.

7. The costs and expenses of such suits, including, but not limited to, settlement of such claims or satisfaction of such judgments, shall be paid, to the extent feasible, out of the County Insurance Fund.

8. The Risk Manager is authorized to purchase in accordance with established procedures and to continue in effect such liability insurance policies for County officers, employees, volunteers and members of Boards and Commissions, as he deems cost effective with legal defense of claims thereunder to be provided in accordance with the terms of the policies of insurance. The County Attorney shall represent County officers, employees,

volunteers and members of Boards and Commissions to the extent deemed necessary to supplement legal counsel provided under said liability insurance policies. The Risk Manager is authorized to purchase, in accordance with established procedures, personal liability, accidental death and dismemberment, and automobile insurance for those County volunteers not listed in Appendix "A". Risk Management may promulgate regulations prescribing criteria for eligibility for such coverage. The benefits conferred by this Resolution upon County volunteers not listed in Appendix "A" shall be limited to those contained in whatever policies of insurance are obtained by the County.

9. In no event shall legal fees be paid on behalf of officers, employees, volunteers and members of Boards and Commissions, or legal counsel be provided by the County Attorney for the defense of acts alleged to have been committed by officers, employees, volunteers and members of Boards and Commissions in violation of criminal laws, nor shall any fines or penalties imposed for criminal conduct be reimbursed by the County.

10. Claims filed against the County arising from the conduct of its officers, employees, volunteers and members of Boards and Commissions in the discharge of their duties may be settled in accordance with Article I of the Board's resolution regarding Delegation of Settlement Authority and Authority to File Suit, which is hereby incorporated by reference.

11. Nothing contained in this Resolution shall be construed to abrogate any statutory right of appeal from disallowance of claims, and any person may appeal the disallowance of a claim to the Board of Supervisors.

12. Nothing contained in this Resolution shall be construed to abrogate or waive any defense of governmental immunity on behalf of the County of Fairfax, Virginia, or its officers, employees, volunteers and members of Boards and Commissions.

13. The authorization provided by this Resolution shall continue in effect until subsequently rescinded or amended. In the event that any provision of this Resolution is subsequently determined to be void by a court of competent jurisdiction, it shall be deemed severed and all other provisions shall continue in full force and effect.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

APPENDIX A

OFFICERS, EMPLOYEES, VOLUNTEERS AND
MEMBERS OF BOARDS AND COMMISSIONS
COVERED BY THE RESOLUTION

OFFICES, DIVISIONS
AGENCIES AND DEPARTMENTS

All employees, officers, officials, and directors of the following are covered. Also covered are employees, officials, officers, and directors of the unlisted Divisions and Sub-Agencies of the Offices, Divisions, Agencies and Departments listed below.

Animal Shelter
Circuit Court and Records
Clerk to the Board of Supervisors
County Executive and Office of the County Executive
Department of Administration for Human Services
Department of Code Compliance
Department of Cable and Consumer Services
Department of Family Services
Department of Finance
Department of Housing and Community Development
Department of Human Resources
Department of Information Technology
Department of Management and Budget
Department of Neighborhood and Community Services
Department of Planning and Zoning
Department of Public Safety Communications
Department of Public Works and Environmental Services
Department of Procurement and Material Management
Department of Tax Administration
Department of Transportation
Department of Vehicle Services
Environmental/Energy Programs
Facilities Management Department
Fire and Rescue Department
General District Court
Government Relations
Health Department
Juvenile and Domestic Relations Court
McLean Community Center
Office of Community Revitalization
Office of Elections
Office of Emergency Management

Office of Human Rights and Equity Programs
Office of Public-Private Partnerships
Office of Public Affairs
Office of the County Attorney
Office of the Financial and Program Auditor
Office of the Internal Auditor
Office to Prevent and End Homelessness
Operational Medical Director — Fire and Rescue Department
Operational Medical Director — Police Department
Police Department
Reston Community Center
Retirement Administration Agency

VOLUNTEERS

1. Certified volunteer Fire Fighters in any recognized volunteer fire-fighting or rescue company in the County.

2. Members of the Fairfax County Auxiliary Police Force and Volunteers in Police Service (VIPS).

3. Citizens appointed to advisory or study councils, committees, task forces, etc., whether or not of indefinite duration by the Board of Supervisors, in connection with their participation on such committees, task forces, etc.

4. Persons appointed to serve by and at the pleasure of the Board of Supervisors on the Board of Directors of FAXFAIR Corporation, to the extent that they are sued in their capacity as Directors, so long as the Memorandum of Agreement between the Board of Supervisors and FAXFAIR Corporation remains in full force and effect and FAXFAIR Corporation obtains event insurance covering the Fairfax Fair.

5. Members of the Engineering Standards Review Committee.

BOARDS AND COMMISSIONS

All members of the following Boards and Commissions and employees of the Board of Supervisors who act as staff to these Boards and Commissions are covered.

A Heath Onthank Award Selection Committee
Advisory Plans Examiner Board
Advisory Social Services Board
Affordable Dwelling Unit Advisory Board
Agricultural and Forestall Districts Advisory Board/Committee
Airports Advisory Board
Alcohol Safety Action Program Local Policy Board
Animal Services Advisory Commission
Architectural Review Board
Athletic Council
Audit Committee
Barbara Varon Volunteer Award Selection Committee
Board of Building and Fire Prevention Code of Appeals
Board of Equalization of Real Estate Assessments
Board of Zoning Appeals
Burgundy Village Community Center Operations Board
Chesapeake Bay Preservation Ordinance Exception Review Committee
Child Care Advisory Council
Citizen Corps Council
Civil Service Commission
Commission for Women
Commission on Aging
Commission on Organ and Tissue Donation and Transplanting
Community Action Advisory Board
Community Criminal Justice Board
Community Policy and Management Team, Fairfax-Falls Church
Consumer Protection Commission
Criminal Justice Advisory Board
Dulles Rail Transportation Improvement District Advisory Board, Phase I
Dulles Rail Transportation Improvement District Advisory Board, Phase II
Economic Advisory Commission
Economic Development Authority
Electoral Board
Engineering Standards Review Committee
Environmental Quality Advisory Council
Fairfax Area Disability Services Board
Fairfax Community Long Term Care coordinating Council
Fairfax County Convention & Visitors Corporation Board of Directors
Fairfax County History Museum Sub-Committees
Fairfax County Safety Net Health Center Commission

Fairfax-Falls Church Community Services Board
Geotechnical Review Board
Health Care Advisory Board
History Commission
Human Services Council
Industrial Development Authority
Information Technology Policy Advisory Committee
Juvenile and Domestic Relations District County Citizens Advisory Council
Laurel Hill Project Advisory Citizen Oversight Committee
Library Board
McLean Community Center Government Board
Mosaic District Community Development Board
Oversight Committee on Drinking and Driving
Board Members of the Park Authority
Planning Commission
Police Civilian Review Panel
Police Officers Retirement System Board of Trustees
Board Members of the Redevelopment and Housing Authority
Reston Community Center Board
Road Viewers Board
Route 28 Highway Transportation District Advisory Board
Small Business Commission, Fairfax County
Southgate Community Center Advisory Council
Fairfax County Employees' Retirement System Board of Trustees
Tennant-Landlord Commission
Trails and Sidewalks Committee
Transportation advisory Commission
Tree Commission
Trespass Towing Advisory Commission
Tysons Transportation Service District Advisory Board
Uniformed Retirement System Board of Trustees
Upper Occoquan Sewage Authority
Volunteer Fire Commission
Wetlands Board
Youth Basketball Council Advisory Board

Commission for the Handicapped
NOTE: Individuals who work for these Boards and Commissions who are not employees of the Board of Supervisors are not covered by this Resolution.

Representation and indemnification of multijurisdictional Boards and Supervisors, e.g., Fairfax-Falls Church Community Services Board, shall be determined by agreement among the respective jurisdictions. See, Board of Supervisors' Resolution Adoption of Joint Resolution dated June 30, 1986 (Community Services Board).

Board Agenda Item
April 22, 2025

ACTION – 9

Approval of Contract Award for Tax Exempt Master Lease Agreement and Other Actions Associated with Award of the Contract to Provide Lease Purchase Financing for Acquisition of Equipment

ISSUE:
Board of Supervisors' authorization to execute a contract to provide lease-purchase financing for acquisition of eligible equipment under a Master Lease Agreement pursuant to the competitive negotiation procurement conducted by the Department of Procurement and Material Management.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize award and execution of a contract with Banc of America Public Capital Corp substantially in the form of the attached Master Lease Agreement (Attachment 2) with such changes, insertions, and omissions as the County Executive may approve, the execution of the Master Lease Agreement by the Fairfax County Purchasing Agent to be conclusive evidence of the Board's approval of any such changes, insertions, and omissions therein. After award, Lease purchase rates and terms are monitored by County staff and its financial advisor and may be adjusted from time to time by the Purchasing Agent with consent of the master lease provider.

TIMING:
Board action is requested on April 22, 2025.

BACKGROUND:
The Board of Supervisors established the County's Master Equipment Lease-Purchase Program ("Lease-Purchase Program") on June 6, 1994. Under the Lease-Purchase Program, financing entities are selected through a competitive solicitation and a Master Lease Agreement is executed with the selected entity. Since inception, the Lease Purchase Program has proven to be a valuable tool to acquire school buses, public service radios, computers, and other assets. The Fairfax County Public School (FCPS) system has used the program to stabilize and manage the replacement of aging vehicles and equipment within the County's debt guidelines to relieve stress on the budget and create a stable source of funding. The County's Ten Principles of Sound Financial Management allow for up to 3 percent of operating expenditures to be used to

support lease purchase agreements secured by equipment. The Lease-Purchase Program provides the County and FCPS with rapid access to capital with competitive rates, stream-lined legal reviews and standardized documents.

Following the 1994 Board action, the County subsequently solicited bids and awarded a contract to provide for lease financing for the acquisition of equipment. The original contract expired, and subsequent new contracts have been awarded through a competitive bidding process that conformed in all respects to the Board's authorization to establish the Lease-Purchase Program. In June 2009, the County altered the procurement strategy and requested sealed proposals using the competitive negotiation method of procurement. The use of competitive negotiation allows the County to evaluate based on established criteria and negotiate with the top-rated offerors to establish the best contract.

The current contract for the Master Lease agreement had been with Banc of America Public Capital Corp and has no further renewal options. To replace the contract, the Department of Procurement and Material Management issued a Request for Proposal (RFP 2000004107). The solicitation notice was sent to potential offerors in accordance with County policy. The County received three proposals and the Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the final evaluation of the proposals, the SAC negotiated with the top ranked offerors and unanimously recommended the contract award to Banc of America Public Capital Corp. This firm provided the most competitive interest rates compared to all offerors.

The basis for the financing rates established in this agreement is the Secured Overnight Financing Rate Swap Index (“SOFR Index”), which is a commonly used index by banking institutions for comparative master leasing programs nationwide. It should be emphasized that the County will not be engaging in interest rate swaps or any other derivative transactions. Rather Banc of America Public Capital Corp will use this index as the basis to determine the County's lease rates under the Master Lease. As of March 26, 2025, the lease purchase rate based on this index ranged from 3.61% to 3.87%, depending upon the lease term selected for the financing. The contract has a one-year term with four (4) one-year renewal options. The maximum annual financing available through the contract is $60,000,000.

The Fairfax County Department of Tax Administration has verified that Banc of America Public Capital Corp possesses the appropriate Fairfax County Business, Professional, & Occupational License (BPOL).

EQUITY IMPACT:
This action item is consistent with the objective of Focus Area 5 of the One Fairfax Policy, which addresses equitable access to educational resources. The utilization of the Master Lease agreement finances the programmed and planned replacement of student computers, crucial for classroom instruction, and the replacement of aging school buses, ensuring consistent and equitable transportation for all student members of FCPS.

FISCAL IMPACT:
Lease financing will be determined by the length of the lease term, amount requested to be financed, and market conditions at the time of the proposed acquisition. Lease payments incurred for County equipment or vehicles will be paid by the County, and lease payments incurred for FCPS equipment or vehicles will be paid by FCPS.

ENCLOSED DOCUMENTS:
Attachment 1 – List of Offerors for RFP 2000004107
Attachment 2 – Master Lease Agreement

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Lee Ann Pender, Director, Department of Procurement and Material Management
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:
Emily H. Smith, Assistant County Attorney

Attachment 1

List of Offerors

Name	**SWAM Status**
Banc of America Public Capital Corp	Large
JP Morgan Chase Bank, N.A.	Large
Bank Funding, LLC	N/A

FORM OF MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT, dated as of March __, 2025, is between _____, as the Lessor hereunder (the "Lessor"), and Fairfax County, a political subdivision of the Commonwealth of Virginia ("Lessee" or "County").

RECITALS

The County on behalf of its various agencies and entities desires to enter into arrangements for the lease purchase of various Equipment.

Lessor desires to provide for the financing of such Equipment by entering into this Agreement.

NOW, THEREFORE, in consideration of the funds to be paid hereunder and the covenants and agreements contained herein, it is agreed by and between the parties as follows:

ARTICLE 1.

DEFINITIONS

For purposes of this Agreement and in addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

1.1 **Acceptance Certificate**: means the certificate substantially in the form of Schedule 1 of the Appendix.

1.2 **Acceptance Date**: means the date on which an Appendix is sent electronically to the Lessor. The Lessee will not send an Appendix to the Lessor not less than [two] Business Days prior to the Vendor Payment Date, unless an alternative date is agreed upon by the Lessor and the Lessee.

1.3 **Acquisition Period**: means the period commencing upon execution of this Agreement and ending on March _, 2026, unless extended in accordance with Section 3.4.

1.4 **Agreement**: means this Master Lease Agreement and its appendices as the same may be amended and supplemented from time to time in accordance with its terms.

1.5 **Appendix**: means collectively the Equipment Master Lease Agreement Cover Sheet, the Financing Request Certificate, the Acceptance Certificate, the Disbursement Authorization Certificate, Representation Certificate, Schedule of Equipment, and the Payment Schedule Certificate, all as substantially in the form attached hereto.

1.6 **Authorized Representative**: when used in respect to Lessee, means the Purchasing Agent of Fairfax County, Virginia, or such other person designated in writing by Lessee to act on Lessee's behalf.

1.7 **Award**: means the Acceptance Agreement that awards this Master Lease Agreement to Lessor.

1.8 **Base Rate**: means the Current Interest Rate Swap Index multiplied by the Discount.

1.9 **Business Day**: means a Fairfax County government business day, other than a Saturday, Sunday or day upon which banks in the Commonwealth of Virginia are authorized or required to be closed.

1.10 **Current Interest Rate Swap Index (or Index)**: As used in this Agreement shall mean, (a) in the case of a lease term of three years, the annualized interest rate on the [2-year] Secured Overnight Financing Rate ("SOFR") Swap, (b) in the case of a lease term of four years, the annualized interest rate on the [2-year] SOFR Swap (c) in the case of a lease term of five years, the annualized interest rate on the [3-year] SOFR Swap, (d) in the case of a lease term of seven years, the annualized interest rate on the [4-year SOFR] Swap, and (e) in the case of a lease term of ten years, the annualized interest rate on the [5-year SOFR] Swap, in each case as published on the report date, at 8:30 a.m. eastern time, on the applicable Refinitiv Swaps Index screen page (or any mutually agreed upon successor thereto if Refinitiv is no longer making any of the aforementioned SOFR Swap rates available), on a weekly average basis for the calendar week preceding the Acceptance Date. All published SOFR Swap rates shall be converted from an actual/360 basis to a 30/360 convention. Any such Index shall not be less than zero (0).

1.11 **Disbursement Authorization Certificate**: means the certificate substantially in the form of Schedule 2 of an Appendix.

1.12 **Discount**: means the percentage bid by the Lessor that is to be applied to the Current Interest Rate Swap Index to determine the Base Rate applicable to the calculation of the Lease Payments in an Appendix.

1.13 **Equipment**: means the items of new, surplus or reconditioned personal property or such other items as may be permitted by the Code of Virginia leased to Lessee pursuant to this Agreement and listed on an Appendix.

1.14 **Equipment Vendor**: means the individual, company, firm, corporation, partnership, or other organization with whom the Lessee enters into an agreement for the acquisition of Equipment with lease financing provided by this Agreement.

1.15 **Financing Request Certificate**: means the certificate substantially in the form attached hereto.

1.16 **Lease Payments**: means the amounts designated in a Payment Schedule Certificate.

1.17 **Lease Rate**: means the simple interest rate derived by adding the Spread to the Base Rate applicable to the calculation of the Lease Payments in an Appendix.

1.18 **Payment Schedule Certificate**: means the certificate substantially in the form of Schedule 4 of an Appendix.

1.19 **Representation Certificate**: means the certificate substantially in the form of Schedule 3 of an Appendix.

1.20 **Transaction Documents**: means this Agreement and all attachments and schedules thereto and the Award.

1.21 **Vendor Payment Date**: means the date upon which disbursement is to be made to the Equipment Vendor or Lessor for the Equipment under this Agreement.

1.22 **Schedule of Equipment**: means the schedule substantially in the form of Schedule 5 of an Appendix.

1.23 **Spread**: means the number of basis points bid by the Lessor that is to be added to the Base Rate to determine the Lease Rate applicable to the calculation of the Lease Payments in an Appendix. Spread means (a) in the case of a lease term of three years, [___%], (b) in the case of a lease term of four years, [___%], (c) in the case of a lease term of five years, [___%], (d) in the case of a lease term of seven years, [___%], and (e) in the case of a lease term of ten years, [___%].

ARTICLE 2.

GENERAL PROVISIONS

2.1 Lessor reserves the right to reject for financing those items or types of Equipment that the Lessor determines to be non-essential, or any financing that, in Lessor's judgment, the length of the financing term exceeds the useful life of the Equipment, or such other reasonable and commercially acceptable basis as the Lessor may determine. Nothing herein shall require Lessor to lease any Equipment until Lessor has agreed in writing. Lessor will review the Financing Request Certificate and provide an approval/disapproval within thirty (30) days, unless otherwise agreed upon.

2.2 Upon approval by the Lessor of a Financing Request Certificate, Lessor agrees to lease Equipment to Lessee upon the provision by Lessee of an Appendix and Lessee agrees to lease Equipment from Lessor for the consideration indicated in such an Appendix.

2.3 No payments will be due under this Agreement either by Lessor or Lessee until the Lessor has been provided an Appendix signed by an Authorized Representative of the County. No payments will be due from Lessee to Lessor until Lessor has made payment to the Equipment Vendor.

2.4 The maximum amount to be disbursed by the Lessor for the purchase of Equipment by Lessee shall be a total of $60,000,000 for each one-year period ending on March __ during which the Acquisition Period is in effect.

ARTICLE 3.

ACQUISITION PERIOD

3.1 Notwithstanding the expiration of the Acquisition Period, and any extension thereof under Section 3.4, the provisions of this Agreement shall continue to apply to all outstanding obligations under this Agreement until they are extinguished.

3.2 Appendices may be executed during the Acquisition Period, and any extension thereof under Section 3.4.

3.3 The term of each Appendix entered into pursuant to this Agreement shall be for a period of three (3), four (4), five (5), seven (7), or ten (10) years based upon the number of years from the Vendor Payment Date.

3.4 The Acquisition Period under this Agreement shall expire on March _, 2026; provided however, that the Acquisition Period may be extended, prior to the end thereof, for additional one-year periods, up to four times (with the last such extension to expire no later than March _, 2030), upon the written agreement of the Lessor and Lessee.

FORM OF MASTER LEASE AGREEMENT

ARTICLE 4.

PAYMENT

4.1 **Amount and Times of Payment by Lessee**: The lease purchase amount and interest thereon based upon the Lease Rate, as indicated in Schedule 4 of each Appendix, shall be paid by the County in [annual installment payments or, upon written agreement between the Lessor and the Lessee, on a monthly, quarterly, semi-annual basis,] which shall be indicated in such Appendix. Payments for partial months and accrued interest shall be calculated on a 30/360 basis.

The Lease Rate will be established on the [third] Business Day before the Acceptance Date through execution of an Appendix. Except as provided in Section 4.4, the Lessee shall be required to make Lease Payments and any other payments required hereunder. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Lease Payments and other payments required hereunder when due and shall not assert any right of set-off or counterclaim against its obligation to make such Lease Payments or other payment required under this Agreement.

The County shall pay the Lease Payments exclusively from moneys legally available for such purpose in lawful money of the United States of America. A portion of each Lease Payment is paid as and represents the payment of interest as set forth in the Payment Schedule Certificate relating to the Appendix.

Except as provided in Section 4.4 herein, the obligation of the County to make Lease Payments required hereunder shall be absolute and unconditional in all events. Lessee's obligation to make Lease Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment.

4.2 **Amount and Times of Payment By Lessor**: Payment by Lessor must be made to Lessee's Equipment Vendor or, where the Lessee previously arranged to make payment directly to the Equipment Vendor, to the Lessee on or before the Vendor Payment Date given in an Appendix. The amount of payment will be stated in an Appendix. Late payment by Lessor due to negligence or fault of the Lessor may cause liquidated damages to be paid by Lessor to Lessee pursuant to Section 4.8 below; provided such Vendor Payment Date shall not be less than seven (7) calendar days after nor more than fourteen (14) calendar days after the Acceptance Date.

All payments made by the Lessee will be made by wire transfer of federal funds except as otherwise agreed in writing by the Lessor and Lessee. The date of the wire transfer shall be deemed to be the date of payment by the Lessor to the Equipment Vendor or Lessee.

Lessee shall provide all appropriate documentation evidencing an official intent to reimburse for any Appendix where proceeds will be used to reimburse the County for a prior expenditure. Such documentation shall satisfy all requirements specified in Section 1.150-2 of the Treasury Regulations.

As evidence of payment by Lessor to Lessee's Equipment Vendor, Lessor shall return to Lessee immediately upon payment a signed copy of the Disbursement Authorization Certificate.

4.3 **Maximum Payment**: Except as provided in Sections 5.3, and 7.2, the total charges paid by Lessee shall not exceed the amount of funds calculated on an Appendix.

4.4 **Subject to Appropriation**: The obligation of the Lessee to make Lease Payments and any other payment obligations due under this Agreement (including, without limitation, Lessee's obligations as set forth in Sections 5.3, 5.5 and 5.6) after June 30th of the current fiscal year is subject to the availability of appropriations for this purpose by the Board of Supervisors of Fairfax County. Lessee's obligations to make payments during subsequent fiscal years are dependent upon the same action.

In the event of non-appropriation of funds by the Board of Supervisors of Fairfax County for Lease Payments or other payments for any or all of the Equipment under an Appendix, that Appendix will terminate on June 30th of the then current fiscal year. Written notice will be provided within thirty (30) days to the Lessor after action is completed by the Board of Supervisors.

In the event of a termination of an Appendix for non-appropriation, Lessor shall have the right to repossess the Equipment covered by that Appendix.

The obligations of the County, including its obligation to pay the Lease Payments due in any Fiscal year of the term of an Appendix, shall not constitute an indebtedness of the County within the meaning of the Constitution and laws of the Commonwealth of Virginia.

Nothing herein shall constitute a pledge by the County of any taxes or other moneys (other than moneys lawfully appropriated from time to time for each Appendix) to the payment of any Lease Payment or other amount coming due hereunder.

4.5 **Events of Default by Lessee**: Any of the following events that may occur shall constitute an Event of Default by the Lessee under this Agreement:

a) The nonpayment by the County of any Lease Payment required hereunder, or the default by the Lessee in the performance of any of the obligations, covenants, terms and provisions contained or referred to in this Agreement, which nonpayment or default is not cured within thirty (30) days of the Lessee's receipt of written notice thereof (by certified mail, return receipt requested) from Lessor; provided, however, the termination, as described in Article 7, or termination due to non-appropriation of funds, as described in Section 4.4, shall not constitute a default or an Event of Default hereunder and shall not give rise to any of the remedies hereinafter authorized.

b) Any warranty, representation, or statement of Lessee contained in this Agreement proves to have been false in any material respect when made or furnished.

c) Loss, theft, substantial damage, destruction, sale, or encumbrance of or to any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon provided that the Lessee is not taking steps to replace, repair, or remove any encumbrances from such Equipment. (See Section 5.6.)

4.6 **Events of Default by Lessor**: Any of the following events that may occur shall constitute an Event of Default by Lessor under this Agreement:

a) Late payment by Lessor to Lessee's Equipment Vendor, or to Lessee, unless caused directly or indirectly, by the County.

b) Any warranty, representation, or statement of Lessor contained in this Agreement proves to have been false in any material respect when made or furnished.

4.7 **Remedies of Lessor**: Upon the occurrence of an Event of Default by Lessee, then Lessor may at its option, take any one or more of the following actions:

a) Declare the entire amount of unpaid Lease Payments under the appropriate Appendix for the current fiscal year due under this Agreement to be immediately due and payable, without further notice.

b) Repossess the related Equipment.

c) Retain prior payments and sell or lease the related Equipment through public or private transaction after giving Lessee reasonable notice with or without having the Equipment at any such sale or leasing. Lessor may purchase all or part of the Equipment under the appropriate Appendix as a result of such transactions. The proceeds of any sale or leasing will be applied to the payment of the unpaid balance of Lessee's obligations under this Agreement.

Lessee shall remain liable for any deficiency of unpaid payment for which funds have been appropriated for the current fiscal year. Any amounts in excess of Lessee's obligation under this agreement, received from the proceeds of any sale or leasing, shall be paid to Lessee.

d) Institute all remedies available to Lessor as allowed by law and in equity.

e) Terminate this Agreement.

Lessor's attempt to exercise any of the remedies herein entitles Lessee to prepay the Lease Payments under the related Appendix, without notice, as provided in Section 7.2 herein, notwithstanding any provisions to the contrary contained herein.

4.8 **Remedies of Lessee**: Upon the occurrence of an Event of Default by Lessor, the Lessee may, at its option, take any one or more of the following actions:

a) Should Lessor not make the entire payment to Lessee's Equipment Vendor on or before the Vendor Payment Date as described in Section 4.2, Lessee may require payment of liquidated damages at the rate of one percent (1%) per day of the amount of the equipment purchase as designated in the related Disbursement Authorization Certificate. The amount of the damages will be paid by Lessor to Lessee.

b) Institute all remedies available to Lessee as allowed by law and in equity.

c) Terminate this Agreement.

4.9 Notwithstanding the foregoing, an Event of Default under a single Appendix shall not constitute an Event of Default under any other Appendix and shall not give rise to institution of remedies under any other Appendix.

ARTICLE 5.

RESPONSIBILITIES OF LESSEE

5.1 **Care and Use of Equipment**: Lessee, at its own expense, shall obtain remedial and preventive maintenance to keep the Equipment in good operating condition.

5.2 **Inspection**: Subject to security policies, Lessee will allow Lessor to enter the premises where the Equipment is located during normal business hours for the purposes of inspecting the Equipment and observing whether Lessee is in compliance with its responsibilities.

5.3 **Taxes and Licenses**: The Lessee, as a political subdivision of the Commonwealth of Virginia, is exempt from taxation and therefore Federal excise taxes and from all Commonwealth of Virginia sales and use taxes. In the event that the Equipment or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Lessee shall, during the term of this Agreement pay the amount of all such taxes, assessments and governmental charges then due, subject to the availability of appropriations therefor. The Lessee may, at the expense and in the name of the Lessee, in good faith contest any such taxes, assessments and other charges in any reasonable manner that does not, in the opinion of independent counsel, adversely affect the right, title and interest of Lessor in and to any item of the Equipment or its rights or interest under this Agreement or subject any portion of any item of Equipment to loss or forfeiture, and in the event of any such contest, may permit the taxes, assessment or other charges so contested to remain unpaid during the period of such contest or any appeal therefrom.

5.4 Delivery of Related Documents:

a) For each item of Equipment, Lessee shall provide:

   i) A Financing Request Certificate for Lessor's review and approval.

   ii) An Appendix substantially in the form attached hereto.

   iii) Financing statements or other documents to evidence Lessor's security interest provided that such statements shall not impose liabilities and/or responsibilities inconsistent with this Agreement.

   iv) A copy of the IRS Form 8038-G or 8038-GC; copy or original to Internal Revenue Service.

b) For each item of Equipment, Lessee shall provide upon written request of the Lessor:

   i) Lessee's maintenance contract on the Equipment, if applicable.

   ii) Such other documents at the time of execution as the parties reasonably believe necessary to protect their interests in this Agreement and in the Equipment, provided that no such document may impose liabilities or responsibilities on the Lessor or Lessee inconsistent with this Agreement and no such document is deemed to be incorporated into, nor to amend nor to alter the terms of this Agreement.

c) Upon the closing date of this Agreement and thereafter as changes occur, Lessee will provide a listing of Authorized Representatives to Lessor.

d) Upon the closing date of this Agreement and on the renewal date of each year thereafter, Lessee will provide a certificate of insurance or self-insurance to Lessor.

e) Upon the closing date of this Agreement, opinions of counsel as to such matters as agreed to by the parties will be provided. Upon the closing date of this Agreement, the County will provide an opinion from a nationally recognized bond counsel to the effect that the interest will be excluded from gross income for federal income tax purposes.

   Neither the County nor any officer of the County shall be required to furnish any documents or other assurances for the purposes of enabling or aiding in the public sale or offering for limited sale of securities by the Lessor, its assignees or others, including, but not limited to, certificates pertaining to arbitrage or the exemption of interest on such securities from federal, state or local taxation.

5.5 **Liability and Property Insurance**: During the term of this Agreement, the Lessee agrees to pay for and provide or to cause to be paid for or provided the following insurance coverage or self-insurance programs with respect thereto:

a) Self-insurance or insurance coverage against the risk of any direct physical loss of or damage to the Equipment. Such insurance shall be in the standard form for such coverage carried by the County.

The deductible amount shall be the standard deductible amount at the time in use by the County. The proceeds of such insurance coverage shall be applied to the repair or replacement of the Equipment or the purchase thereof as provided in Section 7.2.

b) Self-insurance or commercial general liability insurance against liability for death or bodily injury and for damage to and loss of the use of Equipment, arising out of the ownership, maintenance or use of the Equipment, which insurance coverage shall not be circumscribed by any endorsements limiting the breadth of coverage (limited only as may be provided in the standard form for such coverage). The proceeds of such insurance coverage shall be applied to satisfaction of the liability.

5.6 **Damage to or Destruction of Equipment**: If after delivery of any Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (a) replace the same at Lessee's sole cost and expense with Equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement Equipment to be subject to Lessor's reasonable approval, whereupon such replacement Equipment shall be substituted in this Agreement and other related documents by appropriate endorsement or amendment; or (b) pay the applicable prepayment price as set forth in Section 7.2 hereof of the Appendix to which such Equipment belongs.

Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. The net proceeds of all insurance payable with respect to the Equipment shall be available to Lessee to discharge Lessee's obligation under this Section. Upon payment of the prepayment price as set forth in Section 7.2 hereof with respect to any Appendix, this Agreement shall terminate with respect to the related Equipment and Lessee thereupon shall become entitled to such Equipment on an AS IS, WHERE IS basis and Lessor makes no warranties or representations of any type as to the Equipment, except that such Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

5.7 **Risk of Loss**: Unless Section 6.9 of this Agreement is applicable; all risk of loss to the Equipment arising out of the ownership, possession or use of the Equipment shall be borne by Lessee, unless such loss is caused by the error, omission or negligent acts of the Lessor, its employees and/or agents.

5.8 **Budgeting**: The County Executive of Fairfax County will annually advise the Board of Supervisors of Fairfax County of the existence of this Agreement and include the amount of funds necessary to make Lease Payments for the coming fiscal year in the County Executive's Advertised Budget Plan in order that the Board of Supervisors can determine whether to appropriate sufficient funds to make such Lease Payments for the then-coming fiscal year.

ARTICLE 6.

EQUIPMENT

6.1 **Title**: Title to Equipment on an Appendix shall pass to the Lessee upon acceptance thereof and shall remain with Lessee upon payment in full. Title to Equipment on an Appendix will revert to Lessor upon termination of an Appendix or the occurrence of an Event of Default pursuant to Section 4.5.

6.2 **Security Interest**: The Lessee grants to Lessor and Lessor retains a purchase money security interest in the Equipment. Lessee will not change or remove any insignia or lettering, which Lessor may place on the Equipment to indicate its interest therein until all Lease Payments are made. Until all Lease Payments are made or prepayment is complete, Lessee shall keep the Equipment free from any lien, encumbrance or legal process that would conflict with this security interest.

6.3 **Filing**: Subject to the provisions of Section 5.4.a.iii, Lessee authorizes Lessor to make Lessor's security interest a matter of public record by filings of any appropriate standard documents necessary for that purpose. Lessee agrees to sign or execute such documents and cooperate to effect perfection of Lessor's security interest in any titled vehicles covered by any Appendix. Lessee will provide sixty (60) days' written notice to Lessor that Equipment is being relocated to ensure that Lessor may perfect additional filings as necessary. Lessee makes no representation, warranty or covenant as to the adequacy or sufficiency of any such documents to perfect any security interest in such Equipment.

6.4 **Personal Property**: The Equipment shall remain personal property of the Lessee and shall not be deemed to have become real property regardless of the manner in which it is affixed to real property.

6.5 **Alterations, Additions, Attachments**: Lessor hereby agrees to allow the Lessee to add and attach to the Equipment such additional equipment, facilities or fixtures as the Lessee may subsequently acquire (exclusive of repair, service replacement parts, which do not constitute new Equipment, etc.) notwithstanding the form of financing that the Lessee might use, which additional equipment, facilities or fixtures shall not be a part of or subject to this Agreement, unless by express written amendment.

6.6 **Removal of Alterations, Additions, and Attachments**: In the event title to the Equipment reverts to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear excepted.

6.7 **Return of Equipment**: Upon rightful demand of the Lessor, as specified herein, for the Equipment listed in any attached Appendix, Lessee shall deliver possession of the Equipment to Lessor in the condition in which the Equipment is required to be maintained according to this Agreement. In such event, Lessee will, at its own expense, deliver the Equipment to Lessor at a location designated by Lessor. Such location, however, shall not be more than 100 miles from the Lessee's business location. Lessee will not be responsible for any shipping charges beyond the 100-mile limit.

6.8 **Quiet Enjoyment**: The Lessee shall be entitled to possess and use the Equipment during the term of this Agreement without interruption by the Lessor, provided that the Lessee has duly performed its obligation under this Agreement. Any Equipment acquired under terms of this Agreement may be operated at any time at the convenience of the Lessee.

6.9 **Liability of Lessor**: Notwithstanding Section 11.2 of this Agreement, in the event that the Lessor is required to perform work at the Lessee's location and such work is performed by Lessor or its agents, the Lessor shall (1) maintain such bodily injury and property damage liability insurance as necessary to protect itself from claims arising out of performance of this Agreement, and (2) indemnify and hold harmless the County, Fairfax County Public Schools, and the Fairfax County Park Authority, as well as their respective agencies, employees, and designated representatives, from any and all claims, suits, actions, liabilities, and costs of any kind (including attorney's fees) arising from acts or omissions of the Lessor, its agents, officers, employees, subcontractors or assigns.

ARTICLE 7.

TERMINATION OF AN APPENDIX

7.1 **Termination**: Lessor and the Lessee agree that this Agreement shall remain in force for the periods set forth in each Appendix, provided, however, the Lessee may terminate any such Appendix at the end of any fiscal year (June 30) in the event that funds for the purpose of making Lease Payments for the next fiscal year have not been appropriated or the Lessee is not otherwise able to meet its obligations hereunder. Termination of an Appendix shall not terminate this Agreement and shall not terminate any other Appendix.

7.2 **Prepayment**: Lessee shall have the right, exercisable only on 30 days' written notice to the Lessor, to prepay Lease Payments at ____% of the principal amount outstanding. No prepayments will be made within _____ of each funding draw. Lessee's right hereunder shall be exercised by:

a) Lessee advising Lessor, in writing, of its intention to prepay its obligations hereunder and the effective date of that payment ("Prepayment Date"), such date being a regularly scheduled payment date, and

b) Lessee paying Lessor the outstanding principal balance as of the Prepayment Date together with interest from the most recent Lease Payment date to and including the Prepayment Date.

c) Upon prepayment, the Lessee will pay any sums in arrears.

7.3 **Lessee's Rights on Prepayment or Payment in Full**: Upon (1) Lessee's exercise of its right of prepayment in accordance with the preceding subsection or (2) Lessee's having satisfied all of its monetary and other obligations hereunder, Lessor shall deliver to Lessee, all documents necessary to transfer or confirm, as the case may be, legal and beneficial title, and possession free of all liens and encumbrances to lessee and to evidence the termination of Lessor's interest therein. The Equipment will be accepted by Lessee at that time on an AS IS, WHERE IS basis and Lessor makes no warranties or representations of any type as to the Equipment.

FORM OF MASTER LEASE AGREEMENT

ARTICLE 8.

ASSIGNMENT BY LESSOR

8.1 **Right of Assignment**: This Agreement shall be binding upon and inure to benefit of the Lessor and Lessee. This Agreement, Lessor's rights hereunder, and the obligations hereby described are not assignable, except as provided in Section 8.2, or transferable except by written agreement of the parties hereto.

8.2 **Assignment By Lessor**: Neither the Lessor nor its assignees may, by assignment of this Agreement or otherwise, publicly sell or offer for limited sale securities based on the Lessee's obligations under this Agreement without prior written approval of the Lessee. Lessor may designate a paying agent or trust for the receipt of all payments under all Appendices under this Agreement, subject to prior written approval of the Lessee. The Lessee may require such written assurances, indemnification, legal opinions, and other measures as it may deem necessary to protect the interests of the Lessee. The Lessor may assign the payment obligations of the Lessee pursuant to an Appendix to an affiliated or another institutional investor provided that the payments would continue to be made to the Lessor.

Lessor shall, as agent for Lessee, keep a record of all such assignments in compliance with section 149(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE 9.

WARRANTIES AND REPRESENTATIONS

9.1 **Warranties and Representations of Lessee**: The Lessee represents and warrants to the Lessor and, so long as this Agreement is in effect or any part of Lessee's obligations to the Lessor remain unfulfilled, shall continue to warrant at all times, that:

a) Lessee is duly organized and validly existing and has the power and authority to enter into the Transaction Documents to which it is a party and to carry out the terms thereof.

b) This Agreement and all other Transaction Documents and the performance of Lessee's obligations thereunder have been duly and validly authorized and approved under all laws and regulations and procedures applicable to Lessee, the consent of all necessary persons or bodies has been obtained and all of the Transaction Documents executed by Lessee have been duly and validly executed and delivered by Authorized Representatives and constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their respective terms.

c) The Lessee reasonably expects to own, operate and use the Equipment in connection with the exercise of its governmental functions during the term of this Agreement.

9.2 **Warranties and Representations of Lessor**: Lessor represents and warrants to Lessee and, so long as this Agreement is in effect or any part of Lessor's obligations to Lessee remain unfulfilled, shall continue to warrant at all times that:

a) Lessor has the power and authority to enter into the Transaction Documents to which it is a party and to carry out the terms thereof.

b) The Transaction Documents executed by Lessor have been duly authorized, approved, executed and delivered by its authorized representatives and constitute legal, valid and binding obligations of Lessor enforceable against Lessor in accordance with their respective terms.

ARTICLE 10.

GENERAL

10.1 **Waiver**: No delay or omission by Lessor in exercising any right in any of the Transaction Documents shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude Lessor from any or further exercise of any right or remedy.

10.2 **Heading**: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provisions of this Agreement.

10.3 **Severability**: In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be stricken and this Agreement as modified, shall continue in full force and effect.

10.4 **Governing Laws**: This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

10.5 **Implementation**: This Agreement shall be implemented by its execution and the execution from time to time of appendices hereto. For purposes of construing a transaction as an integrated contract and for the purposes of the provisions of Article 8, the following shall be considered a single transaction or legal binding agreement:

a) This Agreement, which provides basic terms and conditions.

b) An executed Appendix, which provides for the description of the Equipment to be purchased, the payments from Lessee to Lessor for the purchase of such Equipment and the prepayment amounts.

10.6 **Amendment**: Neither this Agreement nor any of the Transaction Documents may be amended except in a written agreement, signed by the parties hereto.

10.7 **Contractual Records**: All contractual books, records and other documents related to matters under this Agreement shall be made available by Lessor to Lessee and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

10.8 **No Waiver**: Nothing contained in this Agreement shall be deemed or be construed to be an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia or a pledge of the full faith and credit of the Commonwealth.

10.9 **Disputes**: Any dispute, claim or cause of action filed by or on behalf of the Lessor shall be governed by paragraphs 68 and 69 of the General Conditions and Instructions to Bidders (which is incorporated herein by reference).

10.10 **Entire Agreement**: This Agreement and the ward, which are incorporated herein by reference and attached hereto, and the Appendices as may be hereafter executed, constitute the entire agreement between the parties hereto. All prior negotiations, representations and additional or inconsistent oral or written statements are superseded, null and void. In the event of a conflict between this Agreement the Award, the terms of this Agreement shall control.

10.11 **Counterparts**: This Agreement may be executed in several counterparts each of which shall be an original and all of which together shall constitute but one and the same instrument.

10.12 **Electronic Signatures:** This Agreement, any amendment hereto, any Appendix, and any other documents or instruments executed by either party in connection therewith (collectively, the **"Related Documents"**), may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format (**PDF"**)). Any such signature shall be of the same force and effect as an original ink signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of Related Documents and signature pages via facsimile or as an attachment to electronic mail (including but not limited to in PDF) shall constitute effective execution and delivery by the parties and may be use by the parties for all purposes.

ARTICLE 11.

DISCLAIMER OF WARRANTIES

11.1 LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT.

11.2 Lessor shall not be liable to the Lessee for any liability, loss or damage caused or alleged to be caused, directly or indirectly, by the Equipment or by any inadequacies thereof or deficiency or defect therein, by any incident whatsoever in connection therewith or in any way related to or arising out of this Agreement. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

11.3 Lessor agrees to execute and deliver such further instrument as may be necessary, in the reasonable opinion of the Lessee, to enforce any of Lessee's rights against the Equipment Vendor and to enable Lessee to enforce any warranties and obtain the warranties and service furnished for the Equipment by the manufacturer.

[Remainder of page intentionally left blank]

FORM OF MASTER LEASE AGREEMENT

FORM OF MASTER LEASE AGREEMENT

ARTICLE 12.

SIGNATURES

12.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR	**FAIRFAX COUNTY**
_____	_____
(Signature)	**(Signature)**
_____	Lee Ann Pender, CPPB,
Name	**Name**
_____	County Purchasing Agent
Title	**Title**
_____	_____
(Date)	**(Date)**

FAIRFAX COUNTY, VIRGINIA Date: _____
Master Equipment Leasing Program

FINANCING REQUEST CERTIFICATE

FROM: _____
(Agency Director)

TO: Joseph LaHait, Deputy Director
Department of Management and Budget

AGENCY CONTACT:_____

CONTACT PHONE: _____ FAX #:_____

AMOUNT: Equipment Cost
Down Payment ( )
Trade - In ( )
Amount Financed: _____

FINANCING TERM: _____EXPECTED FUNDING DATE: _____

==========

EQUIPMENT:

- Complete Equipment Description (non- technical description)

_____
_____
_____
_____
_____

- Proposed equipment is replacement - age of equipment being replaced?

_____
_____
_____
_____
_____

- Proposed equipment is additional - why is equipment needed?

_____
_____
_____
_____

- What function does equipment perform (essential use)?

_____
_____
_____
_____
_____

Attach a copy of project justification, cost/benefit analysis or feasibility study if one was prepared.
First year payment appropriated? Yes___ No Explain: _____

APPROVED: LESSOR: _____ _____
Signature Date

BY:_____
TITLE: _____

FAIRFAX COUNTY
VIRGINIA

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013
www.fairfaxcounty.gov/procurement/

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

EQUIPMENT MASTER LEASE AGREEMENT

COVER SHEET

APPENDIX NO. ___

[redacted]

Lessee hereby leases the Equipment described in the Schedule of Equipment, pursuant to the attached Schedules and the terms and conditions of the Master Lease Agreement dated March ___, 2025 between the undersigned Lessor and Lessee.

Attachments:
Acceptance Certificate (Schedule 1)
Disbursement Authorization Certificate (Schedule 2)
Representation Certificate (Schedule 3)
Payment Schedule Certificate (Schedule 4)
Schedule of Equipment (Schedule 5)

FAIRFAX COUNTY, VIRGINIA LESSEE	_____ LESSOR
BY: _____	BY:_____
TITLE: County Purchasing Agent or Authorized Agents	TITLE: _____
DATE: _____	DATE:_____

APPENDIX NO. __

ACCEPTANCE CERTIFICATE

(Schedule 1)

Contract No. _____

Fairfax County, Virginia, acting by and through _____ hereby accepts for purposes of the Master Lease Agreement dated _____, 2025 (the "Agreement") by and between _____ and Fairfax County, Virginia, the Equipment described below, evidencing acceptance pursuant to the Agreement and for purposes of this Agreement only. Pursuant to the Agreement, the undersigned County representative hereby certifies that (i) the Equipment described below has been delivered to the County; and; (ii) except as provided in paragraph 4.4 of the Agreement, the obligation of the County to make Lease Payments required hereunder shall be absolute and unconditional in all events. Lessee's obligation to make Lease Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. Nothing herein shall affect any of the County's rights, remedies or warranties against the Equipment Vendor.

Quantity	Manufacturer/ Seller	Description	Identification or Serial No.	Cost

FAIRFAX COUNTY, VIRGINIA

_____
(County Agency)

By: _____
(Signature)

_____
(Name - Type or Print)

_____
Title

Dated: _____

By: _____
(Signature)

_____
(Name -Type or Print)

County Purchasing Agent or Authorized Agents
Title

Dated: _____

APPENDIX NO. ___

DISBURSEMENT AUTHORIZATION CERTIFICATE

(Schedule 2)

Contract No. _____

In accordance with the terms of the Master Lease Agreement dated as of _____, 2025 by and between _____ and Fairfax County, Virginia, Fairfax County hereby submits this Disbursement Authorization Certificate to request a disbursement under the Agreement for certain Equipment shown on Schedule 1 of this Appendix. The County represents and warrants for all purposes of this Certificate, that:

1. The amount of the disbursement pursuant to this Certificate is $_____ (the "Equipment Purchase Amount"). Such disbursement is to be made on or before _____ (the "Vendor Payment Date").

2. Payment of the disbursement requested hereby is to be made to _____the "Equipment Vendor" or the Lessee in the case of a reimbursement) at the following address:

   _____
   _____
   _____
   _____ (tel. no.)

3. Attached hereto are vendor invoices.

FAIRFAX COUNTY, VIRGINIA

By: _____
(Signature)

_____
(Name - Type or Print)

County Purchasing Agent or Authorized Agents
(Title)

Dated: _____

APPENDIX NO. __

REPRESENTATION CERTIFICATE

(Schedule 3)

Contract No. _____

Fairfax County Government Contact for this Agreement:

Name: Lawrence Costanzo

Address: 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035

Phone: 703-324-3884; Fax 703-324-3228

Email: Lawrence.Costanzo@fairfaxcounty.gov

or

Email: dpmmteam3@fairfaxcounty.gov

Lessor Contact for this Agreement:

Name: _____

Address: _____

Phone: (___) ___-____

County Billing Address for Lease Payment Invoices:

Specific billing reference or Instructions, if any (i.e., P.O.#, Contract #, wiring instructions, etc.)

APPENDIX NO. __

PAYMENT SCHEDULE CERTIFICATE - PERIODIC PAYMENTS

(Schedule 4)

Contract No. Contract No. _____

Pursuant to the terms of the Agreement, the County requests that the lease purchase of the Equipment with respect to this Appendix in the amount of $_____ be financed over a _____ year period. Based on the Acceptance Date, the Current Interest Rate Swap Index for this financing is _____. Based on the Current Interest Rate Swap Index, the interest rate for this financing _____%.

The initial payment for this financing is $_____, thereafter, the periodic payment will be $_____. The schedule of Lease Payments or the Equipment with respect to this Appendix is as follows:

[See attached **Debt Service Schedule**]

FAIRFAX COUNTY, VIRGINIA

By: _____
(Signature)

_____
(Name - Type or Print)

County Purchasing Agent or Authorized Agents
(Title)

Dated: _____

APPENDIX NO.__

EQUIPMENT MASTER LEASE AGREEMENT
SCHEDULE OF EQUIPMENT

SCHEDULE NO. 5

Contract No. _____

In accordance with the terms of the Master Lease Agreement dated _____, by and between _____and Fairfax County, Virginia, the Equipment described below shall be leased pursuant to this Appendix.

Item of Equipment*	Qty	Cost per Unit	Using Entity	Delivery Date

(*Include a detailed description of the specifications of the items of equipment and, for each serial numbered item, the serial number, and where no serial number is included, sufficient information to determine to which items of equipment Lessor's security interest attaches.)

LESSOR

By: _____
(Signature)

_____
(Name - Type or Print)

_____
(Title)

Date: _____

FAIRFAX COUNTY, VIRGINIA

By: _____
(Signature)

_____
(Name - Type or Print)

County Purchasing Agent or Authorized Agents
(Title)

Dated: _____

Board Agenda Item
April 22, 2025

ACTION – 10

Adoption of a Resolution Approving the Issuance of Fairfax County Economic Development Authority Revenue Bonds Series 2025 for Westminster School (Mason District)

ISSUE:
Approval of the issuance of Fairfax County Economic Development Authority (EDA) revenue bonds up to $7,500,000 for the benefit of Westminster School.

RECOMMENDATION:
The County Executive recommends that the Board approve issuance of the Fairfax County EDA revenue bonds and adopt the attached resolution.

TIMING:
Board action is requested on April 22, 2025.

BACKGROUND:
The Fairfax County EDA has received a request from Westminster School, located at 3819 Gallows Road, Annandale, Virginia 22003, to issue up to $7,500,000 of revenue bonds for the benefit of the School. Bond proceeds will finance and refinance some or all of the (i) costs of the acquisition, development, construction, renovation and/or equipping of the School's new athletic field, playground and retaining wall projects and the replacement of the School's HVAC system and (ii) costs of issuance related to the issuance of the revenue bonds and other related costs. A public hearing was held on April 14, 2025, by the Fairfax County EDA, and was then followed by approval of the bond resolution from the EDA board on the same date.

EQUITY IMPACT:
This action item aligns with the One Fairfax Policy as it promotes focus area 5 to invest in educational facilities that are available to County children to prepare them for success in school and life.

FISCAL IMPACT:
This action does 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 Westminster School.

Board Agenda Item
April 22, 2025

ENCLOSED DOCUMENTS:
Attachment 1: Resolution of the Board of Supervisors
Attachment 2: Resolution of the Fairfax County Economic Development Authority
Attachment 3: Fiscal Impact Statement

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget
Michael Graff, Bond Counsel to Fairfax County Economic Development Authority

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority ("Authority"), has considered the application of Westminster School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), requesting the issuance of the Authority's revenue bonds in an amount not to exceed $7,500,000 ("Bonds") to assist the School in financing or refinancing all or part of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at located at 3819 Gallows Road, Annandale, Virginia 22003: (a) the acquisition, development, construction, renovation and/or equipping of the School's new athletic field, playground and retaining wall projects and the replacement of the School's HVAC system and (b) costs of issuance related to the issuance of the revenue bonds and other related costs;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Fairfax, Virginia ("County"); the Plan of Financing concerns certain improvements located and to be located in the County; and the Board of Supervisors of the County of Fairfax, Virginia ("Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the Plan of Financing and the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the Plan of Financing and the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA:

The Board approves the Plan of Financing and the issuance of the Bonds by the Authority for the benefit of the School, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended ("Virginia Code").

The approval of the Plan of Financing and the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Financing or the School.

This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fairfax, Virginia this 22nd day of April 2025.

_____
Clerk, Board of Supervisors of the County of Fairfax, Virginia

[SEAL]

RESOLUTION OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO $7,500,000
REVENUE BONDS PURSUANT TO THE PLAN OF FINANCING OF
WESTMINSTER SCHOOL

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia ("Authority"), is empowered by the Acts of Assembly, 1964, Ch. 643, pg. 975, as amended ("Act"), to issue its revenue bonds for, among other purposes, the financing of (i) facilities for private, accredited and nonprofit institutions of elementary or secondary education whose primary purpose is to provide elementary or secondary education and not to provide religious training or theological education and (ii) the financing of facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Code of 1986 and are exempt from federal income taxation pursuant to Section 501(a) of the Code

WHEREAS, the Authority has received a request from Westminster School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Code, requesting that the Authority issue its revenue bonds, in one or more series, at one time or from time to time, to assist the School in financing or refinancing all or part of the costs of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at located at 3819 Gallows Road, Annandale, Virginia 22003: (a) the acquisition, development, construction, renovation and/or equipping of the School's new athletic field, playground and retaining wall projects and the replacement of the School's HVAC system and (b) costs of issuance related to the issuance of the revenue bonds and other related costs;

WHEREAS, such assistance will benefit the inhabitants of the County of Fairfax, Virginia and the Commonwealth of Virginia by protecting and promoting their health and welfare;

WHEREAS, the Plan of Financing has been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, the School has represented that the estimated cost of the Plan of Financing and all expenses of issue will require the issuance of revenue bonds, in one or more series, at one time or from time to time, in an aggregate principal amount not to exceed $7,500,000.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the School's Plan of Financing will be in the public interest and will protect and promote the health and welfare of the Commonwealth of Virginia, the County of Fairfax, Virginia and their citizens.

2. The Authority hereby agrees to assist the School in its Plan of Financing by undertaking the issuance of its revenue bonds, in one or more series, at one time or from time to time, in an aggregate amount not to exceed $7,500,000 upon terms and conditions mutually agreeable to the Authority and the School. The bonds will be issued pursuant to documents satisfactory to the Authority.

3. It having been represented to the Authority that it is necessary to proceed immediately with the School's Plan of Financing, the Authority agrees that the School may proceed with its Plan of Financing, enter into contracts for land, construction, materials and equipment for the Plan of Financing, and take such other steps as it may deem appropriate in connection therewith, provided, however, that nothing in this resolution shall be deemed to authorize the School to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection therewith. The Authority agrees that the School may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. All costs and expenses in connection with the Plan of Financing, including the Authority's administrative fee, the fees and expenses of bond counsel and Authority counsel, shall be paid by the School or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such expenses shall be paid by the School and that the Authority shall have no responsibility therefor.

5. In adopting this resolution the Authority intends to take "official action" toward the issuance of the bonds and to evidence its "official intent" to reimburse from the proceeds of the bonds any expenditures paid by the School pursuant to the Plan of Financing before the issuance of the bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

6. The Authority hereby authorizes the issuance and sale of the bonds to provide funds for the Plan of Financing upon terms that shall be satisfactory to the Chair or Vice Chair of the Authority; provided, however, that (a) the aggregate principal amount of the Bonds shall not exceed $7,500,000; (b) the bonds shall be dated the date of their delivery, or such other date as approved by the Chair or Vice Chair of the Authority; (c) the bonds shall mature no later than forty (40) years after the issuance thereof; and (d) the interest rate on the bonds shall not exceed the maximum rate permitted by law.

7. The Authority authorizes and directs the Chair, the Vice Chair and the Secretary of the Authority, any of whom may act, to execute and deliver the bonds, a bond purchase and loan agreement, a tax certificate and such other bond documents as

may be necessary or appropriate to carry out the purposes of this resolution, which documents shall be in forms prepared or approved by the Authority's counsel, with such completions, omissions, insertions and changes (including changes to the dates thereof) not inconsistent with this resolution as may be approved by the officer executing such documents, his or her execution thereof to constitute conclusive evidence of such officer's approval of any such completions, omissions, insertions and changes. The Secretary is authorized and directed, as necessary, to affix the seal of the Authority to such documents and to attest the same by his or her signature.

8. The Authority authorizes and directs the Chair and Vice Chair of the Authority, either of whom may act, to execute the bonds, in form approved by the School, by manual or facsimile signature, and the Secretary of the Authority is authorized and directed to have the seal of the Authority or a facsimile thereof affixed or printed thereon and to attest such seal by his manual or facsimile signature. The Chair and Vice Chair of the Authority, either of whom may act, are authorized and directed to deliver the bonds to or for the account of John Marshall Bank, the purchaser thereof, or its designee.

9. The Authority authorizes and directs its officers to execute and deliver all other certificates, instruments and documents and to take all such further actions as they may consider necessary or desirable in connection with the issuance and sale of the bonds pursuant to the Plan of Financing.

10. The Borrower agrees to indemnify and save harmless the Authority, its officers, commissioners, counsel, advisors, employees, attorneys and agents for and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Borrower or the issuance or non-issuance of the bonds. The Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason. The Borrower agrees to (i) indemnify and hold the Authority harmless for any damages, direct or consequential, suffered by it as a result of any action or inaction of the Authority with respect to the issuance of the bonds, (ii) provide for such indemnification in all documents to which the Borrower and the Authority are parties and (iii) provide in such documents that it will forbear to bring any action for such damages as aforesaid. Nothing contained in this Section 10 shall operate as or be deemed to be a condition precedent to or a limitation on the approval of the issuance of the bonds and the Plan of Financing for purposes of Section 147(f) of the Code.

11. The Authority recommends that the Board of Supervisors of the County of Fairfax, Virginia approve the School's Plan of Financing and the issuance of the bonds.

12. No bonds may be issued pursuant to this resolution until such time as the issuance of the bonds has been approved by the Board of Supervisors of the County of Fairfax, Virginia.

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

Attachment 2

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority ("Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on April 14, 2025, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 14th day of April 2025.

_____

Secretary, Fairfax County Economic Development Authority

[SEAL]

Attachment 3

FISCAL IMPACT STATEMENT
FOR PROPOSED REVENUE BOND FINANCING

Date: April 14, 2025

To the Board of Supervisors
of the County of Fairfax, Virginia

Applicant: Westminster School
Facility: Independent, accredited and non-profit school with grades kindergarten through 8

1.	Maximum amount of financing sought.	$	7,500,000
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.	$	0
(b)	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	$	0
(c)	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	$	0
(d)	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	$	0
7.	Estimated number of regular employees on year round basis.		32
8.	Average annual salary per employee.	$	53,000

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Chair, Fairfax County Economic Development Authority

Board Agenda Item
April 22, 2025

ACTION – 11

Adoption of a Resolution Approving the Issuance of Fairfax County Economic Development Authority Revenue Bonds Series 2025 for Potomac School (Dranesville District)

ISSUE:
Approval of the issuance of Fairfax County Economic Development Authority (EDA) revenue bonds up to $55,000,000 for the benefit of Potomac School.

RECOMMENDATION:
The County Executive recommends that the Board approve issuance of the Fairfax County EDA revenue bonds and adopt the attached resolution.

TIMING:
Board action is requested on April 22, 2025.

BACKGROUND:
The Fairfax County EDA has received a request from Potomac School, located at 1301 Potomac School Road, McLean, Virginia, Virginia 22101, to issue up to $55,000,000 of revenue bonds for the benefit of the School. Bond proceeds will (a) refund all or a portion of the EDA's prior revenue bonds issued on behalf of the School and refinance all or a portion of the School's other funded debt (collectively, the "Prior Debt"), the proceeds of which Prior Debt were used to assist the School in (i) financing and refinancing the costs of acquiring, constructing, renovating and/or equipping some or all of the following campus facilities: Spangler Center for Athletics & Community, Flag Circle Building, Lower School, Intermediate School, Dimick Building, Chester Gym and Upper School East Building, Tundra and Upper School Building, Englehard Performing Arts Center, Central Plant and Gate House, and (ii) paying the costs of issuance incurred in connection with the issuance of the Prior Debt, (b) finance prepayment penalties and swap termination costs associated with the refunding and refinancing of the Prior Debt and (c) finance and refinance some or all of the (i) costs of the acquisition, construction, renovation and/or equipping of the School's new Middle School and Chester Gym and Upper School East Building capital projects and the relocation of athletic fields and (ii) costs of issuance related to the issuance of the revenue bonds and other related costs. A public hearing was held on April 14, 2025, by the Fairfax County EDA, and was then followed by approval of the bond resolution from the EDA board on the same date.

Board Agenda Item
April 22, 2025

EQUITY IMPACT:
This action item aligns with the One Fairfax Policy as it promotes focus area 5 to invest in educational facilities that are available to County children to prepare them for success in school and life.

FISCAL IMPACT:
This action does 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 Potomac School.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution of the Board of Supervisors
Attachment 2: Resolution of the Fairfax County Economic Development Authority
Attachment 3: Fiscal Impact Statement

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Joseph LaHait, Deputy Director, Department of Management and Budget
Michael Graff, Bond Counsel to Fairfax County Economic Development Authority

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority ("Authority"), has considered the application of The Potomac School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), requesting the issuance of the Authority's revenue bonds in an amount not to exceed $55,000,000 ("Bonds") to assist the School in financing or refinancing all or part of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at 1301 Potomac School Road, McLean, Virginia 22101: (a) refunding all or a portion of the Authority's prior revenue bonds issued on behalf of the School and refinancing all or a portion of the School's other funded debt (collectively, the "Prior Debt"), the proceeds of which Prior Debt were used to assist the School in (i) financing and refinancing the costs of acquiring, constructing, renovating and/or equipping some or all of the following campus facilities: Spangler Center for Athletics & Community, Flag Circle Building, Lower School, Intermediate School, Dimick Building, Chester Gym and Upper School East Building, Tundra and Upper School Building, Englehard Performing Arts Center, Central Plant and Gate House, and (ii) paying the costs of issuance incurred in connection with the issuance of the Prior Debt, (b) financing prepayment penalties and swap termination costs associated with the refunding and refinancing of the Prior Debt and (c) financing and refinancing some or all of the (i) costs of the acquisition, construction, renovation and/or equipping of the School's new Middle School and Chester Gym and Upper School East Building capital projects and the relocation of athletic fields and (ii) costs of issuance related to the issuance of the Bonds and other related costs;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the Bonds;

WHEREAS, the Authority issues its revenue bonds on behalf of the County of Fairfax, Virginia ("County"); the Plan of Financing concerns certain improvements located and to be located in the County; and the Board of Supervisors of the County of Fairfax, Virginia ("Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the Plan of Financing and the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the Plan of Financing and the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA:

The Board approves the Plan of Financing and the issuance of the Bonds by the Authority for the benefit of the School, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended ("Virginia Code").

The approval of the Plan of Financing and the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Financing or the School.

This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fairfax, Virginia this 22nd day of April 2025.

_____

Clerk, Board of Supervisors of the County of Fairfax, Virginia

[SEAL]

RESOLUTION OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO $55,000,000
REVENUE BONDS PURSUANT TO THE PLAN OF FINANCING OF
THE POTOMAC SCHOOL

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia ("Authority"), is empowered by the Acts of Assembly, 1964, Ch. 643, pg. 975, as amended ("Act"), to issue its revenue bonds for, among other purposes, the financing of (i) facilities for private, accredited and nonprofit institutions of elementary or secondary education whose primary purpose is to provide elementary or secondary education and not to provide religious training or theological education and (ii) the financing of facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Code of 1986 and are exempt from federal income taxation pursuant to Section 501(a) of the Code

WHEREAS, the Authority has received a request from The Potomac School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Code, requesting that the Authority issue its revenue bonds, in one or more series, at one time or from time to time, to assist the School in financing or refinancing all or part of the costs of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at 1301 Potomac School Road, McLean, Virginia 22101: (a) refunding all or a portion of the Authority's prior revenue bonds issued on behalf of the School and refinancing all or a portion of the School's other funded debt (collectively, the "Prior Debt"), the proceeds of which Prior Debt were used to assist the School in (i) financing and refinancing the costs of acquiring, constructing, renovating and/or equipping some or all of the following campus facilities: Spangler Center for Athletics & Community, Flag Circle Building, Lower School, Intermediate School, Dimick Building, Chester Gym and Upper School East Building, Tundra and Upper School Building, Englehard Performing Arts Center, Central Plant and Gate House, and (ii) paying the costs of issuance incurred in connection with the issuance of the Prior Debt, (b) financing prepayment penalties and swap termination costs associated with the refunding and refinancing of the Prior Debt and (c) financing and refinancing some or all of the (i) costs of the acquisition, construction, renovation and/or equipping of the School's new Middle School and Chester Gym and Upper School East Building capital projects and the relocation of athletic fields and (ii) costs of issuance related to the issuance of the revenue bonds and other related costs;

WHEREAS, such assistance will benefit the inhabitants of the County of Fairfax, Virginia and the Commonwealth of Virginia by protecting and promoting their health and welfare;

WHEREAS, the Plan of Financing has been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, the School has represented that the estimated cost of the Plan of Financing and all expenses of issue will require the issuance of revenue bonds, in one or more series, at one time or from time to time, in an aggregate principal amount not to exceed $55,000,000.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the School's Plan of Financing will be in the public interest and will protect and promote the health and welfare of the Commonwealth of Virginia, the County of Fairfax, Virginia and their citizens.

2. The Authority hereby agrees to assist the School in its Plan of Financing by undertaking the issuance of its revenue bonds, in one or more series, at one time or from time to time, in an aggregate amount not to exceed $55,000,000 upon terms and conditions mutually agreeable to the Authority and the School. The bonds will be issued pursuant to documents satisfactory to the Authority.

3. It having been represented to the Authority that it is necessary to proceed immediately with the School's Plan of Financing, the Authority agrees that the School may proceed with its Plan of Financing, enter into contracts for land, construction, materials and equipment for the Plan of Financing, and take such other steps as it may deem appropriate in connection therewith, provided, however, that nothing in this resolution shall be deemed to authorize the School to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection therewith. The Authority agrees that the School may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. All costs and expenses in connection with the Plan of Financing, including the Authority's administrative fee, the fees and expenses of bond counsel and Authority counsel, shall be paid by the School or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such expenses shall be paid by the School, and that the Authority shall have no responsibility therefor.

5. In adopting this resolution the Authority intends to take "official action" toward the issuance of the bonds and to evidence its "official intent" to reimburse from the proceeds of the bonds any expenditures paid by the School pursuant to the Plan of Financing before the issuance of the bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

6. The Authority hereby authorizes the issuance and sale of the bonds to provide funds for the Plan of Financing upon terms that shall be satisfactory to the Chair or Vice Chair of the Authority; provided, however, that (a) the aggregate principal amount of the bonds shall not exceed $55,000,000; (b) the bonds shall be dated the date of their delivery, or such other date as approved by the Chair or Vice Chair of the Authority; (c) the bonds shall mature no later than forty (40) years after the issuance thereof; and (d) the interest rate on the bonds shall not exceed the maximum rate permitted by law.

7. The Authority authorizes and directs the Chair, the Vice Chair and the Secretary of the Authority, any of whom may act, to execute and deliver the bonds, a bond purchase and loan agreement, a tax certificate and such other bond documents as may be necessary or appropriate to carry out the purposes of this resolution, which documents shall be in forms prepared or approved by the Authority's counsel, with such completions, omissions, insertions and changes (including changes to the dates thereof) not inconsistent with this resolution as may be approved by the officer executing such documents, his or her execution thereof to constitute conclusive evidence of such officer's approval of any such completions, omissions, insertions and changes. The Secretary is authorized and directed, as necessary, to affix the seal of the Authority to such documents and to attest the same by his or her signature.

8. The Authority authorizes and directs the Chair and Vice Chair of the Authority, either of whom may act, to execute the bonds, in form approved by the School, by manual or facsimile signature, and the Secretary of the Authority is authorized and directed to have the seal of the Authority or a facsimile thereof affixed or printed thereon and to attest such seal by his manual or facsimile signature. The Chair and Vice Chair of the Authority, either of whom may act, are authorized and directed to deliver the bonds to or for the account of TD Bank, N.A., the purchaser thereof, or its designee.

9. The Authority authorizes and directs its officers to execute and deliver all other certificates, instruments and documents and to take all such further actions as they may consider necessary or desirable in connection with the issuance and sale of the bonds pursuant to the Plan of Financing.

10. The Borrower agrees to indemnify and save harmless the Authority, its officers, commissioners, counsel, advisors, employees, attorneys and agents for and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Borrower or the issuance or non-issuance of the bonds. The Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue the bonds for any reason. The Borrower agrees to (i) indemnify and hold the Authority harmless for any damages, direct or consequential, suffered by it as a result of any action or inaction of the Authority with respect to the issuance of the bonds, (ii) provide for such indemnification in all documents to which the Borrower and the Authority are parties and (iii) provide in such documents that it will forbear to bring any action for such damages as aforesaid. Nothing contained in this Section 10 shall operate as or be deemed to be a condition precedent to or a limitation on the approval of the issuance of the bonds and the Plan of Financing for purposes of Section 147(f) of the Code.

11. The Authority recommends that the Board of Supervisors of the County of Fairfax, Virginia approve the School's Plan of Financing and the issuance of the bonds.

12. No bonds may be issued pursuant to this resolution until such time as the issuance of the bonds has been approved by the Board of Supervisors of the County of Fairfax, Virginia.

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

Attachment 2

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority ("Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on April 14, 2025, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 14th day of April 2025.

_____

Secretary, Fairfax County Economic Development Authority

[SEAL]

Attachment 3

FISCAL IMPACT STATEMENT
FOR PROPOSED REVENUE BOND FINANCING

Date: April 14, 2025

To the Board of Supervisors
of the County of Fairfax, Virginia

Applicant: The Potomac School
Facility: Independent, accredited and non-profit school with grades kindergarten through 12

1.		Maximum amount of financing sought.	$55,000,000
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.	$ 30,000
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.	$ 590,000
	(b)	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	$ 110,000
	(c)	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	$ 3,550,000
	(d)	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	$ 2,610,000
7.		Estimated number of regular employees on year round basis.	286
8.		Average annual salary per employee.	$ 79,000

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Chair, Fairfax County Economic Development Authority

Board Agenda Item
April 22, 2025

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. *County of Fairfax, Virginia v. Gregory Morrison, et al.,* Case No. CL-2021-008089 (Fx. Co. Cir. Ct.) (Sully District)

2. *Potential Settlement of Contractual Claims with Avaya, LLC*

3. *Board of Supervisors v. Purdue Pharma, et al.,* MDL Case No. 2804 (N. Dist. Of Ohio)

4. *Fairfax Workers Coalition and David J. Lyons, Michelle Herrera Meadows, Julie Fincher, Jennifer McCullough, Randall Stewart, Brenda Reagan, Brandon Hahn, Athena Baker, Steven Zeizel, Sandra Nolff, Nikki Thomas-Campbell, Jackie Faett, and Jahangir-Chand v. Fairfax County and Sarah Miller Espinosa, J.D., Labor Relations Administrator for Fairfax County,* Case No. CL-2025-0003246 (Fx. Co. Cir. Ct.)

5. *Contractual Dispute with Sorensen Gross Company (Jefferson Fire Station)*

6. *John P. Sopko v. Fairfax County Board of Supervisors, Virginia Department of Veterans Services, and Chuck Zingler, in his official capacity as Commissioner of the Virginia Department of Veterans Services,* Case No. CL-2024-0006380 (Fx. Co. Cir. Ct.) (Franconia District)

7. *William Strasburg v. H.A. Bull,* Case No. 1:24-cv-1174 (E.D. Va.)

8. *Angelique Roberts v. Fairfax County Police Department; Officer Ian Robert Gillespie; Home Depot U.S.A., Inc.; and Wal-Mart Stores East, LP*, Case No. 1:24-cv-01004-PTG-LRV (E.D. Va.)

9. *Ali Elsher v. Fairfax County Park Authority and Fairfax County Government,* Case No. CL-2024-0006974 (Fx. Co. Cir. Ct.)

10. *Yohannes Woldehanna and Betty Sintayehu v. County of Fairfax, Virginia,* Case No. GV24-014575-00 (Fx. Co. Gen. Dist. Ct.)

11. *Yun Ren v. David Weand and Geico Advantage Insurance Company,* Case No. GV24-020244-00 (Fx. Co. Gen. Dist. Ct.)

12. *Tenisha L. Carter v. Jeffrey Johnson*, Case No. GV24-030145 (Fx. Co. Gen. Dist. Ct.)

13. *Jaden Eaton v. Avery Miller*, Case No. GV25-003878 (Fx. Co. Gen. Dist. Ct.)

14. *Timothy Eaton v. Avery Miller,* Case No. GV-25003877 (Fx. Co. Gen. Dist. Ct.)

15. *Kaveh Sari v. Board of Supervisors of Fairfax County, Callaway Greens Homeowners Association, Inc., Virginia Electric and Power Company, Verizon Virginia, Inc., Coxcom, Inc., and QPI Legacy, LLC*, Case No. CL-2025-0002492 (Fx. Co. Cir. Ct.) (Mount Vernon District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Frank Purchiaroni and Anumzziatta Purchiatroni* Case No. GV25-005351 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Shahzad Ul Islam Qureshi,* Case No. GV25-006174 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Turkan Mahmudova, et al.,* Case No. GV25-007271 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Viet Ngo and Giau T. Le,* Case No. GV25-008111 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Sohail A. Rauf,* Case No. GV25-006173 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

21. *Jay Riat, Building Official for Fairfax County, Virginia v. Kurt Adam Janssen, Eric Janssen, and Bonnie Janssen,* Case No. CL-2024-0000339 (Fx. Co. Cir. Ct.) (Dranesville District)

22. *Jay Riat, Building Official for Fairfax County, Virginia v. Jacqueline Sandra Guzman, Edgar Guzman and Lucia Albarracin,* Case No. GV25-006864 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

23. *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)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sedaka A. Tomasto Tomateo, Juliana N. Lopez Malqui and Jose L. Lopez La Rosa,* Case No. CL-2022-0013231 (Fx. Co. Cir. Ct.) (Franconia District)

25. *Jay Riat, Building Official for Fairfax County, Virginia v. Hometown Audubon, L.L.C., et al.,* Case No. GV25-006862 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Joseph J. Jevcak and Barbara J. Jevcak,* Case No. GV25-008854 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

27. *Jay Riat, Building Official for Fairfax County, Virginia v. David Michael Rodak, Susan Jeanne Rodak, and TMAC Grounds, LLC,* Case No. GV25-004849 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

28. *Jay Riat, Building Official for Fairfax County, Virginia v. Pooveshan Govender,* Case No. GV25-006863 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

29. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Robert S. Kohut,* Case No. CL-2025-0001160 (Fx. Co. Cir. Ct.) (Mason District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mieu Lien Phung Living Trust, KIFAB, LLC, and MNK Management, LLC, (Grapes Lounge),* Case No. CL-2024-0014458 (Fx. Co. Cir. Ct.) (Mason District)

31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Baileys I, L.L.C.,* Case No. CL-2025-0004270 (Fx. Co. Cir. Ct.) (Mason District)

32. *Jay Riat, Building Official for Fairfax County, Virginia v. Mount of Olives of Falls Church, L.L.C.,* Case No. GV24-000293 (Fx. Co. Gen. Dist. Ct.) (Mason District)

33. *Jay Riat, Building Official for Fairfax County, Virginia v. International Sangha Buddhist Congregation, Inc.,* Case No. GV24-024055 (Fx. Co. Gen. Dist. Ct.) (Mason District)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. MD Najmul Bhuiyan and Hasna Begum,* Case No. GV25-001592 (Fx. Co. Gen. Dist. Ct.) (Mason District)

35. *Jay Riat, Building Official for Fairfax County, Virginia v. Nelson Edgardo Tejada, Daniel Enrique Martin Mejia, Benjamin Moran Coto and Liliana Rosemary Paz Cardona,* Case No. GV25-007277 (Fx. Co. Gen. Dist. Ct.) (Mason District)

36. *Jay Riat, Building Official for Fairfax County, Virginia v. Amilcar Antonio Coreas and Marlin M. Coreas,* Case No. GV25-007300 (Fx. Co. Gen. Dist. Ct.) (Mason District)

37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phu Bui,* Case No. GV25-008857 (Fx. Co. Gen. Dist. Ct.) (Mason District)

38. *Jay Riat, Building Official for Fairfax County, Virginia v. Johnnie A. Zelaya and Rachel R. Zelaya,* Case No. CL-2024-0008630 (Fx. Co. Cir. Ct.) (Mount Vernon District)

39. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jay Riat, Building Official for Fairfax County, Virginia v. Chad West Harris,* Case No. CL-2024-0013079 (Fx. Co. Cir. Ct.) (Mount Vernon District)

40. *Jay Riat, Building Official for Fairfax County, Virginia v. Collective Investment Holdings 4 L.L.C.,* Case No. CL-2025-0003860 (Fx. Co. Cir. Ct.) (Mount Vernon District)

41. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia Fullerton Owner, L.L.C.,* Case No. GV24-027981 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

42. *Jay Riat, Building Official for Fairfax County, Virginia v. Sara Gerbremichael Kinfe, et al.,* Case No. GV25-007304 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

43. *Jay Riat, Building Official for Fairfax County, Virginia v. Mann Realty, Inc., and Gagik Vartanian,* Case No. GV25-008105 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

44. *Jay Riat, Building Official for Fairfax County, Virginia v. Parmo, L.L.C., and Super Source L.L.C.,* Case No. GV25-008872 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

45. *Jay Riat, Building Official for Fairfax County, Virginia v. Ariel Ward and Pau Bruce Ward, II,* Case No. Docket No. 1205-24-4 (Va. Ct. App.) (Providence District)

46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Conrad D. Kiser,* Case No. GV24-027553 (Fx. Co. Gen. Dist. Ct.) (Providence District)

47. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Jennifer Souders Mayer, Gregory S. Souders, and Mildred K. Souders,* Case No. CL-2021-0013670 (Fx. Co. Cir. Ct.) (Springfield District)

48. *Jay Riat, Building Official for Fairfax County, Virginia v. Maysa K. Moulhem,* Case No. GV25-007268 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

49. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Five Oaks Properties L.L.C., and University of North America, Inc.,* Case No. GV25-008782 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

50. *Jay Riat, Building Official for Fairfax County, Virginia v. Fair Oaks at Lincoln Way, L.L.C.,* Case No. GV25-008775 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

51. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Beatrice C. Garcia,* Case No. CL-2022-0004261 (Fx. Co. Cir. Ct.) (Sully District)

52. *Jay Riat, Building Official for Fairfax County, Virginia v. Saundria D. Robinson, et al.,* Case No. CL-2025-0004728 (Fx. Co. Cir. Ct.) (Sully District)

53. *Jay Riat, Building Official for Fairfax County, Virginia v. Sully Park at Willard Road, L.L.C.,* Case No. GV24-019308 (Fx. Co. Gen. Dist. Ct.) (Sully District)

54. *Jay Riat, Building Official for Fairfax County, Virginia v. MHC Meadows of Chantilly, L.L.C., and Misael Javier,* Case No. GV24-028841 (Fx. Co. Gen. Dist. Ct.) (Sully District)

55. *Jay Riat, Building Official for Fairfax County, Virginia v. Roberta Couver,* Case No. GV24-008107 (Fx. Co. Gen. Dist. Ct.) (Sully District)

56. *Jay Riat, Building Official for Fairfax County, Virginia v. Douglas G. Middleton and Jessica Middleton,* Case No. GV25-008778 (Fx. Co. Gen. Dist. Ct.) (Sully District)

57. *Jay Riat, Building Official for Fairfax County, Virginia v. Donna A. Fujiwara, Trustee of the Donna A. Fujiwara Revocable Trust,* Case No. GV25-009902 (Fx. Co. Gen. Dist. Ct.) (Sully District)

58. *Jay Riat, Building Official for Fairfax County, Virginia v. Harshaka Anthony Perera and Nijya Ancheva Todorova,* Case No. GV25-009692 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
April 22, 2025

2:30 p.m.

Public Hearing on SEA 2005-SU-007-04 (Korean Central Presbyterian Church) to Amend SE 2005-SU-007 Previously Approved for a Private School and Child Care Center to Allow an Increase in Daily Enrollment of the School from 100 Students to 300 Students, and the Child Care from 100 Children to 200 Children and Permit Other Modifications to the Development Conditions, Located on Approximately 84.31 Acres of Land (Sully District)

This property is located at Tax Map 64-1 ((1)) 8, 9, 25, 26 and 27; 64-1 ((3)) 16 and 17; 64-2 ((3)) 18; 64-2 ((5)) 1, 2 and 3.

PLANNING COMMISSION RECOMMENDATION:
On March 12, 2025, the Planning Commission voted 10-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 2005-SU-007-04, subject to the development conditions consistent with those dated January 24, 2025;

- Reaffirmation of a modification of the transitional screening requirements along all property boundaries of the Zoning Ordinance in favor of that shown on the SEA Plat;

- Reaffirmation of a waiver of the barrier requirements along all property boundaries of the Zoning Ordinance in favor of that shown on the SEA Plat; and

- Reaffirmation of a waiver of the service drive requirements of the Public Facilities Manual (PFM) in favor of that shown on the SEA 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

Board Agenda Item
April 22, 2025

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Ciarra Downing, Planner, ZED, DPD

Board Agenda Item
April 22, 2025

2:30 p.m.

Public Hearing on SE 2022-SU-00004 (Leaving the Jar) to Permit a Congregate Living Facility, Located on Approximately 5.63 Acres of Land (Sully District)

This property is located at Tax Map 64-3 ((1)) 22A.

PLANNING COMMISSION RECOMMENDATION:
On March 12, 2025, the Planning Commission voted 10-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE-2022-SU-00004, subject to the development conditions, dated March 10, 2025;

- Modification of the transitional screening and waiver of the barrier requirements pursuant to Sect. 5108.5 of the Zoning Ordinance in favor of the existing landscaping as shown on the Special Exception Plat; and

- Waiver of the loading space requirement pursuant to Sect. 6101 of the Zoning Ordinance.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Ciarra Downing, Planner, ZED, DPD

Board Agenda Item
April 22, 2025

2:30 p.m.

Public Hearing to Consider Proposed Amendments to the Employees', Police Officers, and Uniformed Retirement Systems Ordinances

ISSUE:
Public hearing on proposed amendments to *Articles 2, 3 and 7 of Chapter 3 of the Code of the County of Fairfax* which set forth the ordinances for the Fairfax County Employees' (ERS), Uniformed (URS) and Police Officers (PORS) Retirement Systems.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing regarding the proposed amendments to the ERS, URS and PORS ordinances for the purpose of adding certain provisions in support of reclassification of the Animal Control Police Officer positions. The ERS, URS and PORS Boards of Trustees have been made aware of the proposed amendments.

TIMING:
On March 18, 2025, the Board authorized advertisement of a public hearing, which will be held on April 22, 2025, at 2:30 p.m.

BACKGROUND:
Animal Protective Police Officers (APPOs) are currently members of the URS. As part of the reclassification of these positions, impacted employees will be given the opportunity to join either the Department of Animal Services or the Fairfax County Police Department. In addition, impacted employees will have the following options regarding which retirement system they will be members in—they can (1) remain members of the URS, (2) leave URS and become members of the PORS, or leave URS and become members of the ERS.

To enable these possible transitions the ERS, PORS, URS and ordinances need to be amended. The amendments to the ERS and PORS ordinances will allow APPOs to be members of those systems and the URS ordinance amendments will define the process for APPOs to transition to the ERS or PORS systems or allow for APPOs who chose to remain as members of the URS. The draft ordinance amendments are attached.

EQUITY IMPACT:
These proposed changes are in line with One Fairfax, as was noted in staff's presentation of the consolidation plan made at the January 30, 2024 Safety and Security Committee meeting.

FISCAL IMPACT:
None.

CREATION OF POSITIONS:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Amendments to Chapter 3
Attachment 2: Letter from the County's Actuary

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Thomas Arnold, Deputy County Executive
Linnaea Jablonski, Director, Human Resources
Jeff Weiler, Executive Director, Retirement Administration

ASSIGNED COUNSEL:
Patricia Moody McCay, Deputy County Attorney
Lachina Dovodova, Assistant County Attorney

AN ORDINANCE AMENDING CHAPTER 3 OF THE FAIRFAX COUNTY CODE, RELATING TO COUNTY EMPLOYEES

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 3-2-19, 3-3-20, 3-3-24, and 3-7-19

Draft of February 27, 2025

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

1. **That Sections 3-2-19, 3-3-20, 3-3-24, and 3-7-19 of the Fairfax County Code are amended and readopted as follows:**

Section 3-2-19. Membership composition.

(a) Membership shall be composed of the following:

(1) All persons who were members of the System on the effective date of this Article and all SESRP members; provided, that benefits under the System in the case of SESRP members shall be in lieu of, and not in addition to, benefits under SESRP.

(2) Future employees as hereinafter identified, except those listed in Subparagraphs (A) and (B) of this Subsection.

(A) Employees who are members of the Virginia Retirement System (VRS) and the Educational Employees' Supplemental Retirement System of Fairfax County (ERFC), the Fairfax County Police Officers Retirement System, or the Fairfax County Uniformed Retirement System and employees who are eligible to become members of those systems, are not eligible for membership in this System; provided, that an employee who is a member of such a system shall be eligible for membership in this System if he or she elects in writing to withdraw from such system, pursuant to the rules and regulations of this System and of the system of which he or she was previously a member. If the withdrawal from the other system occurs due to being employed in a different position by the same appointing authority, the employee shall be required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-2-23.

If the withdrawal from the other system occurs due to being employed by a different appointing authority, the employee shall be permitted but not required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-2-23. Exempt benefits eligible and exempt temporary employees are not eligible for membership in this System; provided, that any such employee who became a member of this System under the provisions of this Article in effect at the time he or she commenced his or her service with the County shall continue to be a member.

The following employees who elect, in writing at the time of their initial eligibility not to become members of the System, shall be exempted from the

System: elected officials, including constitutional officers and persons appointed to fill vacancies in elective offices, and their appointed deputies or assistants.

(B) School Board employees who are members of the Virginia Retirement System (VRS) are not eligible for membership in this System. Substitute employees, food service employees whose assigned employment is less than three hours per day, and temporary employees are not eligible for membership in this System.

(3) Any employee, otherwise qualified, who elected not to or was unable to become a member of the System pursuant to any ordinance then in effect; provided, he or she pays into this System all contributions which would have been due from him or her had he or she been a member of the System during the period of his or her employment, plus interest on such contributions at the rate or rates established by the Board, for each of the years for which membership service credit is sought. Any election to purchase membership service credit under this Subsection through the payment of contributions for a prior period of employment shall be made within one year after the employee is first eligible to make such an election or by six months from the effective date of this amendment [September 17, 1990], whichever is later.

(b) Uniformed employees of the Department of Animal Control transferring to the Fairfax County Uniformed Retirement System.

(1) Members of this System who were uniformed employees of the Department of Animal Control, including the Director, on or after October 1, 1985, except those eligible to remain in this System pursuant to Subsection (b)(2) of this Section, are hereby transferred to membership in the Fairfax County Uniformed Retirement System effective the latter of October 1, 1985, or the date of their appointment.

(2) Those members subject to transfer to the Uniformed Retirement System pursuant to Subsection (b)(1) of this Section who as of the date of adoption of this Subsection [December 16, 1985] have attained normal retirement age under this System shall continue as members of this System unless within 30 days after the adoption of this Subsection they make an irrevocable election in writing to transfer into the Uniformed Retirement System pursuant to this Subsection.

(3) Members of this System being transferred to the Uniformed Retirement System pursuant to this Subsection shall, within 30 days of the adoption of this Subsection [December 16, 1985], make an irrevocable election in writing to either waive membership service credit in the Uniformed Retirement System based upon their service in this System or to purchase membership service credit in the Uniformed Retirement System based on their service in this System pursuant to the provisions of Section 3-3-24. Members who fail to make an election shall be deemed to have elected to waive membership service credit.

(4) Members with five or more creditable years of service with this System who elected to waive membership service credit in the Uniformed Retirement System pursuant to Subsection (b)(3) of this Section shall make at the same time an irrevocable election in writing whether to receive a refund of their accumulated contributions (with interest), reduced by the amount of any retirement allowances previously received by them under this Article, or to receive a deferred vested

benefit from this System mutatis mutandis, under Section 3-2-38(b). Members who fail to make an election shall be deemed to have elected a refund. Members with less than five years of creditable service with this System who elect to waive membership service credit in the Uniformed Retirement System pursuant to Subsection (b)(3) of this Section shall be refunded their accumulated contributions (with interest) reduced by the amount of any retirement allowances previously received by them under this Article.

(5) With respect to each member electing to purchase membership service credit in the Uniformed Retirement System pursuant to Subsection (b)(3) of this Section, the Board shall transfer the funds in the member's contribution account as well as those funds in the retirement allowance account attributable to the member's service to the Board of Trustees of the Uniformed Retirement System, who shall credit such funds to the appropriate accounts of the Uniformed Retirement System.

(6) The Board shall transfer to the Board of Trustees of the Uniformed Retirement System any employee or employer contributions received by it attributable to members transferring to the Uniformed Retirement System pursuant to Subsection (b)(1) or (2) of this Section for service rendered after the effective date of the members' transfer. The Board of Trustees of the Uniformed Retirement System shall credit such funds to the appropriate accounts of the Uniformed Retirement System.

(c) Certain employees of the Department of Public Safety Communications in the job classes of Public Safety Communications Squad Supervisor, Public Safety Communications Assistant Squad Supervisor, Public Safety Communicator III, Public Safety Communicator II, or Public Safety Communicator I transferring to the Fairfax County Uniformed Retirement System.

(1) Members of this System who are in one of the job classes identified in this Subsection, on or before June 30, 2005, shall have the opportunity to transfer to membership in the Fairfax County Uniformed Retirement System, effective the start of the first pay period beginning on or about October 1, 2005.

(2) Members of this System who are eligible for transfer to the Uniformed Retirement System pursuant to Subsection (c)(1) of this Section may elect to maintain their membership in this System and not transfer to the Uniformed Retirement System.

(3) Members of this System who are eligible for transfer to the Uniformed Retirement System pursuant to Subsection (c)(1) of this Section and elect to do so, shall, after the adoption of Subsection (c) of this Section, on or before September 1, 2005, make an irrevocable election in writing to transfer to the Uniformed Retirement System. Members electing to transfer to the Uniformed Retirement System may elect to transfer to the Uniformed Retirement System but not purchase membership service credit in the Uniformed Retirement System based upon their service in this System, or may elect to purchase membership service credit in the Uniformed Retirement System based on their service in this System pursuant to the provisions of Section 3-3-24. Transferring members who fail to make an election shall be deemed to have elected to waive the opportunity to purchase membership service credit in the Uniformed Retirement System.

(4) Members with five or more creditable years of service with this System who elect to waive membership service credit in the Uniformed Retirement System shall make at the same time an irrevocable election in writing whether to receive a refund of their accumulated contributions with interest reduced by the amount of any retirement allowance previously received by them under this Article, or to receive a deferred vested benefit from this System mutatis mutandis, under the provisions of Section 3-2-38(b). Members who fail to make an election shall be deemed to have elected not to receive a deferred vested benefit. Members with less than five years of creditable service with this System who elect to waive membership service credit in the Uniformed Retirement System shall be refunded their accumulated contributions (with interest) reduced by the amount of any retirement allowances previously received by them under this Article.

(5) With respect to each member electing to purchase membership service credit in the Uniformed Retirement System pursuant to Subsection (c)(3) of this Section, the Board shall transfer the funds in the member's contribution account as well as those funds in the retirement allowance account attributable to the member's service to the Board of Trustees of the Uniformed Retirement System, who shall credit such funds to the appropriate accounts of the Uniformed Retirement System. Members electing to purchase membership service credit in the Uniformed Retirement System shall have the option of paying to the Board of Trustees of the Uniformed Retirement System the difference between the employee contributions that would have been required under the Uniformed Retirement System plus interest, and their employee contributions plus interest to this System for the period for which membership service credit is sought. Members who elect to pay the difference between the employee contributions plus interest that would have been required under the Uniformed Retirement System and their employee contributions plus interest to this System, shall not be eligible to enter the DROP under the Uniformed Retirement System until the entire amount of the difference in employee contributions plus interest has been paid to the Uniformed Retirement System and the member otherwise meets the eligibility requirements to enter the DROP under the Uniformed Retirement System. In lieu of paying the difference between the employee contributions that would have been required under the Uniformed Retirement System plus interest and their employee contributions plus interest to this System, a member may elect to have the amount of membership service credit transferred to the Uniformed Retirement System actuarially reduced based on the amount that would have been required.

(6) The Board shall transfer to the Board of Trustees of the Uniformed Retirement System any employee or employer contributions received by it attributable to member's transfer to the Uniformed Retirement System pursuant to Subsection (c)(1) or (2) of this Section for service rendered after the effective date of the member's transfer. The Board of Trustees of the Uniformed Retirement System shall credit such funds to the appropriate accounts of the Uniformed Retirement System.

(7) Members of this System in one of the job classes identified in this Subsection who elect to enter the DROP on or before September 1, 2005, are not eligible for

transfer to the Uniformed Retirement System.

(d) Notwithstanding any other provision of this Chapter or Article to the contrary, an active member of either the Fairfax County Uniformed Retirement System or the Fairfax County Police Officers Retirement System who has more than five years of creditable service in such system and who is appointed to serve as a Deputy County Executive shall remain a member of the system to which he or she belonged, whether the Uniformed Retirement System or the Police Officers Retirement System, prior to his or her appointment as a Deputy County Executive, and shall not become a member of this System as a result of such appointment.

(e) Persons receiving a normal or early service retirement allowance from this System, the Fairfax County Uniformed Retirement System, or Fairfax County Police Officers Retirement System are eligible for membership only under the terms and conditions set forth in Section 3-2-43. (20-81-3; 34-81-3; 23-85-3; 36-86-3; 14-87-3; 27-90-3, § 1; 45-93-3; 23-05-3; 26-12-3; 2-16-3; 09-19-3.)

(f) Former Animal Protection Police Officers who elected to transfer to this System from the Fairfax County Uniformed Retirement System pursuant to the provisions of Section 3-3-20(e)(3). Membership in this System will begin on July 12, 2025. Such members may receive service credit for prior service as an Animal Protection Police Officer as set out at Section 3-2-23(f).

Section 3-3-20. Membership composition.

(a) Membership shall be composed of the following:

(1) Present employees, as hereinafter identified, except those listed in Subsection (2)(B) of this Section:

(A) All persons who were employees on the effective date of this Article or who were on leave from service on such date; or

(B) Any employee, otherwise qualified, who has been a member of another Fairfax County retirement system, and who has withdrawn therefrom, provided he or she pays into this System all contributions which would have been due from him or her had he or she been a member of this System, plus interest at the rate or rates, as established by the Board, for each of the years for which membership service credit is sought.

(2) Future employees, as hereinafter identified, except those listed in Subparagraph (B) of this Subsection:

(A) All persons who hereafter shall become employees, persons receiving a normal or early service retirement allowance from this System, the Fairfax County Employees' Retirement System, or Fairfax County Police Officers Retirement System eligible for membership only under the terms and conditions set forth in Section 3-3-43.

(B) Employees who are members of the Virginia Retirement System (VRS) and the Educational Employees Supplemental Retirement System of Fairfax County (ERFC), the Employees' Retirement System, or the Police Officers Retirement System, and future employees who are eligible to become members of those systems are not eligible for membership in this System; provided, that an employee who is a member of such a system shall be

eligible for membership in this System if he or she elects in writing to withdraw from such system, pursuant to the rules and regulations of this System and of the system of which he or she was previously a member. If the withdrawal from the other system occurs due to being employed in a different position by the same appointing authority, the employee shall be required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-3-24. If the withdrawal from the other system occurs due to being employed by a different appointing authority, the employee shall be permitted but not required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-3-24. Elected officials, who elect in writing at the time of their employment not to become members, shall be exempted from this System.

(3) The membership in this System of uniformed employees of the Department of Animal Control transferred from the Employees' Retirement System to this System pursuant to Section 3-2-19(d) shall commence on October 1, 1985, or date of appointment, whichever is later. For purposes of this Article, such members shall be deemed to have been appointed on or after January 1, 1984, regardless of being granted any membership service credit pursuant to Section 3-3-24. Uniformed employees of the Department of Animal Control, including the Director, appointed on or after October 1, 1985, shall become members of this System upon appointment.

(4) The membership in this System of certain employees of the Public Safety Communications Center transferred from the Employees' Retirement System to this System pursuant to Section 3-2-19(e), shall commence on October 1, 2005, or date of appointment, whichever is later. Employees of the Public Safety Communications Center appointed on or after July 1, 2005, in the class specification Public Safety Communications Squad Supervisor, Public Safety Communications Assistant Squad Supervisor, Public Safety Communicator III, Public Safety Communicator II or Public Safety Communicator I, or any successor class specification(s) to these class specifications, shall become members of this System upon appointment.

(b) Park police transferring to the Fairfax County Police Officers Retirement System.

(1) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, shall, within 30 days of the adoption of this Subsection [June 20, 1983], make an irrevocable election, in writing, whether to remain members of this System or to transfer to the Fairfax County Police Officers Retirement System.

(2) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, who elect to remain as members of this System shall continue as members of this System.

(3) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, who elect to transfer to the Police Officers Retirement System shall cease to be members of this System and shall be members of the Police Officers Retirement System as of January 22, 1983.

(4) Members who elect to transfer to the Police Officers Retirement System pursuant

to Subsection (b)(3) of this Section shall make a further election among the following options at the time of their election under Subsection (b)(1) of this Section:

(A) Withdraw the total of his or her accumulated member contributions (with interest) as of January 22, 1983, which shall be reduced by the amount of any retirement allowances previously received by him or her under this Article. Any member contributions to this System after January 22, 1983, shall be transferred to the transferee's member account in the Police Officers Retirement System. Said refund shall be paid to the member not later than 90 days from the date of receipt of the member's election by the Board; or

(B) If the member has five or more years of creditable service in this System on January 22, 1983, the member may leave his or her accumulated contributions as of January 22, 1983, in this System and receive a deferred vested benefit commencing on the first of the month coinciding with or following the date the member attains age 55 years, or in an actuarially reduced amount payable at the optional early retirement age, in accordance with applicable provisions of this Article; and any member contribution made to this System after January 22, 1983, shall be transferred to the transferred member's account in the Police Officers Retirement System; or

(C) The member may transfer his or her accumulated contributions to the Police Officers Retirement System to obtain prior service credit in that system pursuant to Section 3-7-20(b). In this case, the Board shall transfer the member's accumulated contributions (plus interest) as well as that portion of the retirement allowance account representing employer contributions to this System attributable to the member's service in this System to the Police Officers Retirement System.

(5) Members who are required by Subsection (b)(1) of this Section to make an election whether to transfer to the Police Officers Retirement System who fail to do so within the 30 day period provided therein shall be deemed to have elected to continue in this System pursuant to Subsection (b)(1) of this Section.

(6) Participation in this System of former members who return to qualifying employment and who have not withdrawn their accumulated contributions from this System as provided in Section 3-3-39 shall return to membership in the plan to which they were contributing at the time their former employment ceased.

(c) Members of the System who were deputy sheriffs and who as deputy sheriffs had been performing nursing and/or paramedical duties in the Sheriff's Department and who when reassigned to civilian positions in the Sheriff's Department allocated to one of the classes in the Correctional Health Nurse class series, shall, notwithstanding any other provision in this Chapter to the contrary, remain as members of the System so long as they remain in such positions and for so long as they remain so continuously employed in a position allocated to such classes in the Sheriff's Department or in other positions covered by this Article.

(d) Notwithstanding any other provision of this Chapter or Article to the contrary, an active member of this System who has more than five years of creditable service in this System and who is appointed to serve as a Deputy County Executive shall remain a member of this System, and shall not become a member of the Fairfax

County Employees' Retirement System as a result of such appointment. Any such member shall remain a member of this System for so long as he or she is so employed or subsequently resumes working in a position that is covered under this System. (1961 Code, § 9-90; 11-74-9; 35-81-3; 22-83-3; 23-85-3; 36-86-3; 45-93-3, 10-01-3; 32-02-3; 23-05-3; 27-12-3; 3-16-3; 10-19-3.)

(e) Members of the System who were uniformed Animal Protection Police Officers and whose positions were reclassified effective July 12, 2025 may either remain in this System or join the County retirement system in which they are now eligible as a result of their positions' reclassification. For purposes of this section "County retirement system" means the Employees' Retirement System or the Police Officers' Retirement System. Within 30 days of the adoption of this Subsection, these Members must make an irrevocable election, in writing, whether to remain Members of this System or to transfer to the County retirement system in which the Member is now eligible.

(1) Members who elect to remain as members of this System will continue as Members of this System.

(2) Members who elect to transfer to another County retirement system will cease to be members of this System and effective July 12, 2025 (the first day of the first full pay period following July 1, 2025), and will be Members of the County retirement system to which they elected to transfer. Except that Members who elect to receive a deferred vested benefit as permitted in Section 3-3-20(e)(3)(B) will be Members of this System for purposes of that deferred vested benefit only.

(3) Members who elect to transfer to another County retirement system pursuant to Subsection (e)(2) of this Section must make a further election among the following options at the time of their election under this Subsection:

(A) Withdraw the total of their accumulated Member contributions (with interest) as of July 12, 2025 which will be reduced by the amount of any retirement allowances previously received by them under this Article. Any Member contributions to this System after July 12, 2025, will be transferred to the transferee's Member account in the County retirement system they elected to join. This refund will be paid to the Member not later than 90 days from July 12, 2025; or

(B) If the Member has five or more years of creditable service in this System on July 12, 2025, the Member may leave their accumulated contributions as of that date, in this System and receive a deferred vested benefit from this System commencing on the first of the month coinciding with or following the date the member attains age 55 years, or in an actuarially reduced amount payable at the optional early retirement age, in accordance with applicable provisions of this Article; and any Member contribution made to this System after July 12, 2025, will be transferred to the transferred Member's account in the other County retirement system they have elected to join; or

(C) The Member may transfer their accumulated contributions to obtain prior service credit in that system pursuant to Section 3-7-22(e) or Section 3-2-23(f), as applicable. In this case, the Board will transfer the Member's accumulated contributions (plus interest).

(4) Members who are required by Subsection (e) of this Section to make an election whether to transfer to another County retirement system and who fail to do so within the 30-day period provided are deemed to have elected to continue in this System pursuant to Subsection (e)(1) of this Section.

(5) Participation in this System of former members who return to qualifying employment and who have not withdrawn their accumulated contributions from this System as provided in Section 3-3-39 shall return to membership in the plan to which they were contributing at the time their former employment ceased.

Section 3-3-24. Membership service credit.

(a) Each member shall receive membership service credit for periods for which he or she received compensation and was a member of the System or after he or she last became a member in the event of a break in his or her membership, provided that any former member of the System who ceased his or her County employment and withdrew his or her accumulated member contributions from the System may purchase membership service credit by paying into the System all accumulated contributions which were collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for the entirety of any period of prior service for which membership service credit is sought; a member may not purchase credit for only a portion of any prior period of service, but may only purchase credit for an entire prior period of service.

(1) In the event that a member of Plan A, Plan B, Plan C, Plan D, or Plan E who ceased his or her County employment and withdrew his or her accumulated member contributions from the System seeks, on or after January 1, 2013, and before July 1, 2019, to purchase credit for periods during which he or she received compensation as a member of the System, he or she may only become a member of, and purchase membership service credit in, Plan E by paying into the System all accumulated contributions which would have been collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for the entirety of any period of prior service for which membership service credit is sought.

(2) In the event that a member of Plan A, Plan B, Plan C, Plan D, Plan E, or Plan F who ceased his or her County employment and withdrew his or her accumulated member contributions from the System seeks, on or after July 1, 2019, to purchase credit for periods during which he or she received compensation as a member of the System, he or she may only become a member of, and purchase membership service credit in Plan F, by paying into the System all accumulated contributions which would have been collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for the entirety of any period of prior service for which membership service credit is sought.

(3) Notwithstanding the foregoing, a member of any of the six Plans (A, B, C, D, E or F) that are part of the System who ceased his or her County employment, but who left his or her accumulated member contributions in the System, shall, upon his or her return to County employment, rejoin the Plan to which he or she

formerly belonged. Such member may satisfy some or all of the amount due from him or her for the purchase of such service through a rollover from an individual retirement account if the entire amount in that account is attributable to a rollover from the System. Such member may also satisfy some or all of the amount due from him or her for the purchase of such service through a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code maintained by an eligible employer described in Section 457(e)(1)(A), or through a direct trustee-to-trustee transfer from an annuity contract described in Section 403(b) of the Internal Revenue Code.

(b) Members who are former park police officers who elected to remain in the System under Section 3-3-20(b)(2) shall receive membership service credit for service rendered as a park police officer and for their service as a police officer, including time served as a police officer prior to their election pursuant to Section 3-3-20(b)(2).

(c) Uniformed employees of the Department of Animal Control who transferred into this System pursuant to Section 3-2-19(d) may purchase membership service credit in this System for service as a uniformed employee of the Department of Animal Control rendered prior to October 1, 1985, by making an election in writing pursuant to Section 3-2-19(d)(3) and paying to the Board the difference between the employee contributions that would have been required under this System plus interest, and their employee contribution plus interest to the Fairfax County Employees' Retirement System for the period for which membership service credit is sought. The Board is authorized to enter into agreements with such members for the payment of the sum in installments, at the same interest rate, applied to the member's contribution account, so long as the entire sum due, plus interest, is paid within one year of the adoption of Section 3-2-19(d) [December 16, 1985].

(d) With respect to employees of the Public Safety Communications Center who transferred into this System pursuant to Section 3-2-19(e) and who purchase membership service credit in this System pursuant to Section 3-2-19(e)(3) and (5) by paying to the Board the difference between the employee contributions that would have been required under this System plus interest, and their employee contribution plus interest to the Employees' Retirement System, the Board is authorized to enter into agreements with such members for the payment of the sum in installments, at the same interest rate, to be applied to the member's contribution account, so long as the entire sum due, plus interest, is paid within three years of October 1, 2005.

(e) Under such rules and regulations as are adopted by the Board, any employee who has been a member of the Virginia Retirement System (VRS) and the Educational Employees Supplemental Retirement System of Fairfax County (ERFC), the Employees' Retirement System, or the Fairfax County Police Officers Retirement System, and who withdraws therefrom may purchase service credit for service rendered while a member of such other system by paying into this System all contributions that would have been due from him or her had he or she been a member of this System, plus interest at the rate or rates, as established by the Board, for each of the years for which membership service credit is sought. (A member may purchase membership service credit for prior service while a member of VRS only for service due to employment by the Fairfax County Public Schools

(FCPS).)

(f) The amount due from a member for such purchase of service credit shall be satisfied, to the extent possible, (a) by directing the trustees of the system from which he or she is withdrawing to transfer his or her accumulated member contributions in such system directly to this System, without distribution to such employee, if such transfers are available under such system, or (b) through (i) a rollover from the system from which he or she is withdrawing (if the member would be eligible for a refund from such system), (ii) a rollover from an individual retirement account in which all contributions were derived from a rollover from a system, (iii) a direct trustee-to-trustee transfer from an annuity described in Section 403(b) of the Internal Revenue Code, or (iv) a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code maintained by an eligible employer described in Section 457(e)(1)(A). To the extent that a rollover or direct transfer permitted under this Subsection is insufficient to purchase the necessary service credit, other arrangements permitted by the rules and regulations adopted by the Board shall be made for purchasing such service credit.

(g) Members in service shall also receive membership service credit for periods of service-connected disability retirement from the System.

(h) A member shall also receive membership service credit for any period during which the member is taking leave without pay from the County service and is receiving compensation from the County for temporary total or temporary partial disability under the Virginia Workers' Compensation Act.

(i) Each member shall receive membership service credit for military leave, provided he or she returns to full employment within 90 days of discharge and such discharge is other than dishonorable. (1961 Code, § 9-94; 11-74-9; 22-83-3; 23-85-3; 45-93-3; 36-94-3; 22-96-3; 10-01-3; 8-03-3; 23-05-3; 27-12-3; 3-16-3; 10-19-3.)

(j) Members who are former Animal Protection Police Officers who elected to remain in the System under Section 3-3-20(e) will retain their membership service credit for service rendered as an Animal Protection Police Officer and will receive credit for service in their reclassified position.

Section 3-7-19. Membership composition.

(a) Membership shall be composed of the following:

(1) Present employees.

(2) All persons who were employees on June 22, 1981, or who were on authorized leave from service on such date.

(3) Future employees.

(4) Former park police officers who elected to transfer to this System from the Fairfax County Uniformed Retirement System (URS) pursuant to the provisions of Section 3-3-20(b)(3). Membership in this System shall commence on January 22, 1983. For purposes of this Article, such members shall be deemed to have been appointed on the date they became members of the URS, regardless of being granted any prior service credit pursuant to Section 3-7-~~20~~23(b). Such members may receive service credit for prior service as a park police officer if the

member pays into this System the difference between the amount he or she contributed to the Uniformed Retirement System and the amount he or she would have contributed to this System had he or she been a member during the period for which he or she is seeking prior service credit plus an amount equal to the total return of this System's assets in each year for which prior service credit is applied to those contributions that have been in this System had he or she been a member at the time. At the Board's discretion, such a member may pay in installments over a period not to exceed one year. However, prior service credit shall not be granted until payment has been received in full. This offer to purchase service shall be effective for a period of one year from the approval date of this change [February 26, 2001].

(5) Former Animal Protection Police Officers who elected to transfer to this System from the Fairfax County Uniformed Retirement System pursuant to the provisions of Section 3-3-20(e)(3). Membership in this System will begin on the later of July 12, 2025, or the member's effective date as an Employee. Such members may receive service credit for prior service as an Animal Protection Police Officer as set out at Section 3-7-22(e).

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

3. This amendment is effective upon adoption.

GIVEN under my hand this___day of_____2025.

_____

Jill G. Cooper
Clerk for the Board of Supervisors

CHEIRON Classic Values, Innovative Advice

Via Electronic Mail

February 28, 2025

Mr. Jeffrey Weiler
Executive Director
Fairfax County Retirement Systems
12015 Lee Jackson Memorial Highway, Suite 350
Fairfax, Virginia 22033

Re: Animal Service Officer Transfer from URS to PORS

Dear Jeff:

As requested, we are writing to provide a cost estimate for the election of Animal Service Officers (ASO) currently participating in the Uniformed Retirement System (URS) to move their URS service into the Police Officers' Retirement System (PORS). Those who elect to move to the PORS and have their URS service counted under the provisions to a comparable PORS plan would need to pay for the difference between member contribution rates of the two plans, with interest.

Background

A closed group of current Animal Service Officers has been earning service under the URS. These positions are being moved to the Employees Retirement System (ERS), but the existing workforce will be allowed to make a one-time election to move into the PORS. When they make this election, it could be either for future service earned under the PORS from July 1, 2025 forward, or they could transfer their accrued service under the URS to the PORS, if they pay the difference in member contributions between the two programs.

We understand that there would be no transfer of employer contribution dollars between the URS and the PORS and that each ASO will participate in the PORS benefit structure related to their original URS date of hire. That is, participants in URS Plan D would enter PORS Plan A, those in URS Plan E would enter PORS Plan B, and those in URS Plan F would join under PORS Plan C.

We also understand that if members do not elect make payment of the difference between URS and PORS contributions that they only benefit available from their pre-July 1, 2025 URS service would be a refund of contributions with interest.

Cost Impact

Cheiron has estimated that if all 24 eligible members transfer to the PORS and pay the increase in member contribution amounts there should be no overall cost to the County. That is not to say there would be no impact to the individual URS and PORS funded positions, but taken in the aggregate, the net increase in benefits to be afforded under the PORS is completely paid for by the

release of liability under the URS plan in combination with the additional member contributions to be made to the PORS.

In the chart below we show the estimated impact of the changes on both Systems as of the July 1, 2025 transfer date.

($ in Millions)	URS	PORS	NET IMPACT
Change in Liability	($12.6)	$13.3	$0.7
Transfer Member Contributions	1.9	(1.9)	0.0
Additional Member Contributions	NA	(1.2)	(1.2)
Net Change in UAL	($10.7)	$10.2	($0.5)

($ in Millions)	URS	PORS	SUM
Valuation Rates			
Normal Cost	17.74%	20.14%	
UAL Payment	37.33%	40.73%	
Expense	0.35%	0.50%	
Total County Contribution	55.42%	61.37%	
Estimate FY 26 Payroll	$202.9	$138.8	$341.7
Estimated FY 26 Contribution Dollars	$112.5	$85.1	$197.6
After Transfer			
Normal Cost	17.74%	20.10%	
Existing UAL Payment Rate	37.81%	39.99%	
Change in UAL due to Transfer	(0.50%)	0.67%	
Expense	0.35%	0.50%	
Total County Contribution	55.40%	61.27%	
Estimate FY 26 Payroll	$200.4	$141.3	$341.7
Estimated FY 26 Contribution Dollars	$111.0	$86.6	$197.6
Change in FY 26 Contributions	($1.5)	$1.5	$0.0

With the shift in covered payroll from URS to PORS there would be an impact on the UAL amortization percentage of existing bases in each System. The actual amortization dollars would not change, but the contribution rate would be impacted due to the change in denominator.

There would also be an additional UAL/Surplus base in each of the Systems. The chart above shows that the combination of these two rate impacts, when applied to the anticipated covered payroll of each System, would likely increase the PORS contribution by around $1.5 million, and at the same time, decrease the URS contribution by the same amount. At the County level, these changes would offset one another, leading to a net zero impact.

Disclosures

The actuarial methods and assumptions used in preparing this cost estimate are those disclosed in the June 30, 2024 actuarial valuation of the Fairfax County Uniformed Retirement System and the Police Officers' Retirement System. Emerging costs may differ from those presented here as actual experience deviates from those assumptions. The data used was provided by your office for preparation of the June 30, 2024 actuarial valuation, augmented by information on 24 ASO participants who will be given the option to transfer their service.

This letter was prepared exclusively for the Fairfax County Retirement Systems for the purpose described herein. Other users of this letter are not intended users as defined in the Actuarial Standards of Practice, and Cheiron assumes no duty or liability to such other users.

This letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices and our understanding of the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. We are not attorneys, and our firm does not provide any legal services or advice.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston, FSA, EA, MAAA
Principal Consulting Actuary

Coralie Taylor, FSA, EA, MAAA
Consulting Actuary

CHEIRON

Board Agenda Item
April 22, 2025

3:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates

ISSUE:
The proposed amendment includes minor and editorial revisions, including updates in accordance with state law, as outlined in Topic #10 of the Zoning Ordinance Work Program (ZOWP). The proposed changes correct typographical or editorial errors, resolve inconsistencies and provide for clarification of certain provisions. The proposed amendment includes, among other changes, (1) minor revisions to the use standards for production and processing facilities and small-scale production facilities; (2) minor revisions to the definitions of Medical Care Facility; Golf Course or Country Club; Commercial Recreation, Outdoor; Health and Exercise Facility, Small; and Health and Exercise Facility, Large; (3) updates to the example calculations for providing affordable dwelling units; and (4) clarifications related to specialized instruction centers and to off-street loading and stacking requirements.

PLANNING COMMISSION RECOMMENDATION:
On March 19, 2025, the Planning Commission voted 9-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors the adoption of the proposed Zoning Ordinance amendment, as set forth in the Staff Report dated February 18, 2025, and revised February 20, 2025, with the following actions:

- Adoption of the proposed Zoning Ordinance Amendment for Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates, including the proposed amendments to Appendix 1, as set forth in the Staff Report dated February 18, 2025, and revised on February 20, 2025, except as follows. Further the Planning Commission recommended to the Board that the amendment becomes effective at 12:01 a.m., the day following adoption.
- Not adopt the proposed change identified as subsection 5108.5(A)(5)(b), which reads: *Transitional screening is not required along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road.*
- Remove the word “other” as it relates to composite materials in reference to Table 4102.4 which addresses the materials for fences or walls.
- In subsection 6101.2.M(3) replace “may” with “must” to read: *An adequate receiving facility must not block or restrict access to an accessible parking space or accessible route.*

Board Agenda Item
April 22, 2025

RECOMMENDATION:
The County Executive recommends adoption of the Zoning Ordinance Amendment regarding Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates as provided in the Staff Report dated February18, 2025, and revised February 20, 2025. Further the County Executive Recommends that the amendment becomes effective at 12:01 a.m., the day following adoption.

TIMING:
The Board authorized advertisement of the public hearings on February 18, 2025; the Planning Commission public hearing was held on March 19, 2025, at 7:30 p.m.; and the Board public hearing is scheduled for April 22, 2025, at 3:00 p.m.

BACKGROUND:
The most recent round of minor and editorial amendments was adopted on March 19, 2024. Since that time, based on staff use of the Zoning Ordinance and feedback from other users, staff has compiled a list of additional changes that are needed to correct errors, resolve inconsistencies, provide clarification of certain provisions, and address changes to State Code, resulting in this proposed amendment. Additionally, staff recommends other minor revisions. Staff will continue to review the Zoning Ordinance for future updates and the ZOWP contains a standing item for State Code Updates and Minor and Editorial revisions.

In addition to editorial revisions to correct references and grammatical errors, the amendment includes, but is not limited to, the following:

- Replaces “guests” with “attendees” in the farm winery, limited brewery, or limited distillery provisions to be consistent with the terminology used in the agritourism provisions. Clarifies that employees are not considered attendees.
- Revises use-specific standards for production and processing and small-scale production uses in specific districts to allow an accessory space up to 20 percent of the gross floor area open to the public for the consumption of products produced on-site and limited pre-packaged food items. This gives uses like a coffee roastery, which would be considered production and processing, the ability to provide customers with a tasting room area to try their product on-site.
- Revises Table 4102.4 to add solid composite materials as a material option for 8-foot fences on lots along major thoroughfares. Currently the material options are solid wood or masonry only. This material requirement was originally established to address noise; however, newer materials are now available specifically to attenuate noise. This change also removes the requirement that the fences are located flush to the ground, as Land Development Services staff has indicated this may cause issues with site drainage.

- Allows cremation facilities in association with a funeral home when located in the I-4, I-5, and I-6 Districts. Standalone crematories are currently permitted by right in these districts.
- Clarifies that HVAC units that are screened and inside a separate mechanical penthouse are exempt from the height regulations, provided the penthouse and other rooftop accessory structures cumulatively do not exceed 25 percent of the roof area.
- Introduces a new example Affordable Dwelling Unit (ADU) calculation for a mixed-use development with exempt residential buildings in Section 5101; revises existing calculations to create consistency among terms used for density ranges and approval; and reformats existing calculations for improved readability.
- Removes requirement for transitional screening along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road.
- Revises Section 6101, Off-Street Loading, to clarify that all structures or uses are required to provide off-street loading spaces or an adequate receiving facility, and to clarify when the Director may adjust loading spaces; and establishes that the Board may reduce the total number of stacking spaces required for a structure or use.
- Revises subsection 8100.3.D(6)(1), 8100.4.D(6)(a), and 8100.6.B(5)(a) to update the validity period (also known as the time to establish the use) for when a special exception, special permit, or variance can be deemed expired in accordance with state law.
- Revises subsection 8100.7.D(17) relating to certain features or additions that are exempt from a site plan or minor site plan to clarify that additions up to 750 square feet are allowed only if the feature or improvement provides an accessibility improvement or other reasonable accommodation; all other additions or changes would be limited to 500 square feet.
- Adds a submission requirement to specifically require an ADU calculation be submitted with an application for a Zoning Map Amendment (Rezoning, Final Development Plan, Development Plan and PRC Plan).
- Revises the definition of Medical Care Facility to include a freestanding emergency room, which is a new business model for establishing emergency room care in a location separate from a main hospital campus; and establishes a parking rate for this type of medical care facility.
- Revises the definitions of Health and Exercise Facility, Small and Health and Exercise Facility, Large to clarify that both uses may include sports-related training and instruction. Additional edits have been proposed to align the two definitions so that the only distinction between the two is the 6,000-square-foot size threshold.

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

EQUITY IMPACT:
No impact. Minor and editorial revisions generally correct errors, resolve inconsistencies and promote clarity, or make changes required by State Code. These changes provide for better readability, understanding, and consistent application of regulations that apply countywide.

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

FISCAL IMPACT:
None. A fee table change for clarity in the fee description has been proposed; however, there is no fiscal impact as a result of this amendment.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Action
Attachment 2 – Staff Report

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Leslie B. Johnson, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Sara Morgan, Deputy Zoning Administrator, DPD
Austin Gastrell, Senior Planner, DPD
Chris Evans, Planner, DPD
Adam Nowaczyk, Planner, DPD
Pamela Pineros, Planner, DPD
Jenn Tran, Planner, DPD

ASSIGNED COUNSEL:
Cherie H. Mack, Assistant County Attorney

County of Fairfax, Virginia

MEMORANDUM

March 21, 2025

TO: Sara Morgan, Deputy Zoning Administrator,
Zoning Administration Division (ZAD)
Department of Planning and Development (DPD)

FROM: Nicole Blackwell, Clerk
Planning Commission Office

Signed by:
Nicole Blackwell
FAE13566CAE9495...

SUBJECT: **ZONING ORDINANCE AMENDMENT – MINOR AND EDITORIAL REVISIONS AND CHANGES TO REFLECT VIRGINIA CODE UPDATES**
Countywide

At a regular meeting held on March 19, 2025, the Planning Commission voted 10-0 (Commissioner Cortina was absent from the meeting) to **RECOMMEND** to the Board of Supervisors the following actions, as amended:

- **ADOPTION** of the proposed Zoning Ordinance Amendment for Minor and Editorial Revisions and Changes to Reflect *Virginia Code* Updates, including the proposed amendments to Appendix 1, as set forth in the Staff Report dated February 18, 2025, and revised on February 20, 2025, as attached; and

- That the amendment become effective at 12:01 a.m. the day following adoption.

The Planning Commission also voted 10-0 (Commissioner Cortina was absent from the meeting) on an amendment to the main motion to **RECOMMEND** that the Board of Supervisors not adopt the proposed change identified as subsection 5108.5(A)(5)(b), which reads: "Transitional screening is not required along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road. "

To request special accommodations, call the Planning Commission office at 703-324-2865, TTY 703-324-7951. Please allow seven working days to make the appropriate arrangements.

Department of Clerk Services
Planning Commission
12000 Government Center Parkway, Suite 552, Fairfax, VA 22035
703-324-2865 (Voice) 703-324-7951 (TTY) 703-324-3948 (Fax)
www.fairfaxcounty.gov/planningcommission

Additionally, the Planning Commission voted 10-0 (Commissioner Cortina was absent from the meeting) on an amendment to the main motion to **RECOMMEND** to the Board of Supervisors the following actions:

- Remove the word "other" as it relates to composite materials in reference to Table 4102.4 which addresses the materials for fences or walls; and

- For subsection 6101.2.M(3), that "may" be replaced with "must" to read: "An adequate receiving facility must not block or restrict access to an accessible parking space or an accessible route".

A copy of the Planning Commission's action is also attached.

This memorandum serves as a record of the Planning Commission's recommendation to the Board of Supervisors and not as the final approval. The amendment is still subject to a final decision by the Board of Supervisors.

cc: Timothy J. Sargeant, Planning Commissioner, At-Large
Christopher Evans, ZAD, DPD
William Mayland, ZAD, DPD
Case Date File March 19, 2025

Attachment (s)

Department of Clerk Services
Planning Commission
12000 Government Center Parkway, Suite 552, Fairfax, VA 22035
703-324-2865 (Voice) 703-324-7951 (TTY) 703-324-3948 (Fax)
www.fairfaxcounty.gov/planningcommission

County of Fairfax, Virginia
Planning Commission Meeting
March 19, 2025
Planning Commission Action

ZONING ORDINANCE AMENDMENT – MINOR AND EDITORIAL REVISIONS AND CHANGES TO REFLECT VIRGINIA CODE UPDATES
(Countywide)

PLANNING COMMISSION RECOMMENDATIONS:
On March 19, 2025, the Planning Commission voted 10-0 (Commissioner Cortina was absent from the meeting) to recommend to the Board of Supervisors the following actions, as amended:

- Adoption of the proposed Zoning Ordinance Amendment for Minor and Editorial Revisions and Changes to reflect *Virginia Code* updates, including the proposed amendments to Appendix 1, as set forth in the staff report dated February 18, 2025, and revised on February 20, 2025; and

- That the amendment become effective at 12:01 a.m. the day following adoption.

The Planning Commission also voted 10-0 (Commissioner Cortina was absent from the meeting) on an amendment to the main motion to recommend that the Board of Supervisors not adopt the proposed change identified as subsection 5108.5(A)(5)(b), which reads: “Transitional screening is not required along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road.”

Additionally, the Planning Commission voted 10-0 (Commissioner Cortina was absent from the meeting) on an amendment to the main motion to recommend to the Board of Supervisors the following actions:

- Remove the word “other” as it relates to composite materials in reference to Table 4102.4, which addresses the materials for fences or walls; and

- For subsection 6101.2.M(3), that “may” be replaced with “must” to read: “An adequate receiving facility must not block or restrict access to an accessible parking space or an accessible route.”

ATTACHED DOCUMENTS:
Staff Report dated February 18, 2025 and revised February 20, 2025

CD

FAIRFAX COUNTY

PROPOSED ZONING ORDINANCE AMENDMENT

STAFF REPORT

Minor and Editorial Revisions and Changes to Reflect Virginia Code Updates

February 18, 2025
(Revised February 20, 2025)

Hearing Dates
Planning Commission: March 19, 2025, at 7:30 p.m.
Board of Supervisors: April 22, 2025, at 3:00 p.m.

Staff Contact
Sara Morgan, Deputy Zoning Administrator

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

PLANNING & DEVELOPMENT

Zoning Administration Division
Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5507
Phone 703-324-1314
www.fairfaxcounty.gov/planning-development

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Background

The proposed amendment includes minor and editorial revisions including updates in accordance with state law, as outlined in Topic #10 of the current Zoning Ordinance Work Program. This is an annual Work Program item that is intended to keep the Zoning Ordinance up to date by identifying revisions necessary to correct errors, resolve inconsistencies, provide clarifications and improve readability, as well as propose other changes that are limited in scope, including revisions due to change in the State Code. Many of these revisions are identified by staff as they use the Zoning Ordinance daily.

Among other revisions, the proposed changes include requiring Affordable Dwelling Unit calculations upon submission of a rezoning or development plan application; adding freestanding emergency rooms as a type of medical care facility use based on Zoning Administrator interpretation and establishing a parking rate; allowing limited accessory on-site consumption of products in conjunction with small-scale production and production or processing uses; and allowing cremation facilities in association with a funeral home in industrial districts where they are currently allowed by right.

Proposed Changes

The proposed changes are described in the table below and are similarly numbered in the Proposed Text beginning on page 9 below.

1	2105.6.C(3) – PTC Planned Tysons Corner Urban District	Corrects cross-references that were modified during the Landscaping and Screening Zoning Ordinance Amendment (ZOA).
2	4101.3 (Table 4101.1) – Use Table for Residential, Commercial, and Industrial Districts 4101.4 (Table 4101.2) – Use Table for Planned Development Districts	Adds cross-reference to the standards for Gardening and Composting.
3	4102.2.C(4) and 4102.C(6) – Use Standards for Farm Winery, Limited Brewery, or Limited Distillery	Replaces “guests” with “attendees” to be consistent with the terminology used in the agrotourism provisions. Clarifies employees are not counted as attendees which is current practice.
4	4102.4.N(1) – Funeral Home	Allows cremation facilities in association with a funeral home when located in the I-4, I-5, and I-6 Districts. Crematories are currently permitted by right in these districts.

5	4102.5.QQ(1)(c) – Vehicle Transportation Service	Removes the transitional screening exception for vehicle transportation service in the PTC District. This subsection references use groups that were removed during the Landscaping and Screening ZOA. Instead of providing transitional screening and barrier in accordance with use groups, the Landscaping and Screening amendment introduced requirements based on Use Classification. A vehicle transportation service is a Commercial Use and is required to provide transitional screening and barrier in accordance with Table 5108.2.
6	4102.6.L – Use Standards for Production or Processing 4102.6.N – Use Standards for Small-Scale Production Establishment	Adds public area for the consumption of products produced on-site. This area would be available in the I-4, I-5, and I-6 Districts for production or processing and in the I-3 District for small-scale production. Revise percentage of floor area permitted for consumption of products and retail sales for small scale production establishment. See discussion at the end of the table for additional details.
7	4102.7.A(7)(b) (Table 4102.4) – Fences and Walls	Revises Table 4102.4 to add solid composite materials as a material option for 8-foot fences on lots along major thoroughfares. Currently the material options are solid wood or masonry only. This material requirement was originally established to address noise; however, newer materials are now available that are also designed to attenuate noise. This change also removes the requirement that the fences are located flush to the ground, as Land Development Services staff has indicated this may cause issues with site drainage. Removes the requirement for the Director to approve an 8-foot fence on reverse frontage lots abutting major thoroughfares and allow by right similar to the permission for an 8-foot fence on the side or rear lot lines that abut a major thoroughfare. Sight distance regulations for corner lots will still apply. Adds new note to clarify the location regulations allowing fences to be built up to the property line, which codifies current practice. Adds a figure illustrating the transition in fence height from front yard to side yard on a residential lot under two acres.
8	4102.7.A(7)(b) – Fences and Walls	Specifies the principal uses that may have a fence or wall that exceeds the maximum height limits. The proposed change adds a reference to the required screening of equipment for a data center in accordance with the previously adopted amendment to clarify that the screening is not subject to the maximum fence or wall height of eight feet for an industrial use.

9	5100.2.C(3) – Height Regulations	Clarifies that HVAC units are exempt from the height requirements only if they are located in a penthouse or completely screened on all four sides, the penthouse or screening is designed as an integral architectural element of the building, and it does not exceed 25 percent of the roof coverage of the building inclusive of the elements listed in 5100.2.C(2). The 25-percent limitation on roof coverage has always been applicable to rooftop mechanical equipment and this revision provides additional clarification.
10	5100.2.G – Limitation on the Number of Dwelling Units on a Lot	Allows an agricultural operation or riding or boarding stable to be located on the same lot as a dwelling. This is consistent with the definition of agricultural operations which allows for farm worker housing. Additionally, it is consistent with current practice allowing for a single dwelling on lots with a riding or boarding stable.
11	5101.2.A(1) – Affordable Dwelling Unit Program	Revises the provision for ADU applicability as related to site or portion thereof to include adjacent land (not just undeveloped) which offers clarity as an adjacent lot could be developed with a single-family dwelling which is not vacant and proposed as a redevelopment.
12	5101.9, 5101.10, 5101.11 5101.12 5101.13 – Example Calculations for a Mixed Dwelling Unit Development with Exempt Residential Building	Revises existing Affordable Dwelling Unit (ADU) calculations in subsections 5101.9 through 5101.12 to create consistency among terms used for density ranges and approval; and reformat existing calculations for improved readability. Introduces a new example ADU calculation for a Mixed Dwelling Unit Development with Exempt Residential Building in subsection 5101.13, which provides guidance on how ADUs should be calculated in a scenario where one or more of the residential buildings proposed are exempt from the ADU Ordinance. With expanding types of mixed use development, this is becoming a fairly common situation.
13	5108.5.A(5) – Transitional Screening and Barriers	Clarifies that screening is not required along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road. Transitional screening was previously required to be provided for uses located across the street. However, with the Landscaping and Screening ZOA, only utility facilities and industrial uses are required to provide screening across the street.
14	6100.4.D – Minimum Required Off-Street Vehicle Parking Spaces, and Stacking Spaces	Clarifies that, in conjunction with the approval of a rezoning or special exception, the Board also has the authority to adjust the total number of stacking spaces required.

15	6101.1A, 6101.2.L, 6101.2.M, 6101.3.A, and 6101.3.C(2)	Clarifies that all structures or uses are required to provide off-street loading spaces or an adequate receiving facility and clarifies when the Director may adjust loading spaces. These sections have been reorganized and revised for readability.
16	7101.3.A(5) – Sign Regulations by Use and District	Allows other drive-through uses in addition to restaurants to have multiple electronic display ordering stations and clarifies that the ordering stations are exempt from the limitation that the sign not be white, off-white, gray, or yellow background.
17	8100.3.D(6)(1), 8100.4.D(6)(a), and 8100.6.B(5)(a)	The State Code has changed to mandate a 36-month validity period for residential projects before the application can be deemed expired. To ensure consistency and recognizing that additional time requests are often requested, the expiration of a special exception, special permit, and variance is proposed to increase from 30 months to 36 months. However, the Board or BZA may require a longer time period or a shorter time period for non-residential uses. Please note that there are instances where certain types of uses such as home child care or errors in building location which are often deemed established upon approval and would not be subject to the expiration provisions.
18	8100.7.D(9) and 8100.7.D(17)(a) and (b) – Site Plans and Minor Site Plans	Adds appropriate cross-references to subsection 6100.1.D. Revises to combine (a) and (b) and clarify that the 750 square feet is for additions if there is an accessibility improvement or other reasonable accommodation.
19	8100.9 – Residential and Nonresidential Use Permits	Adds the Director of Land Development Services (Director) in addition to the Zoning Administrator as the entities approving Nonresidential Use Permits. The Nonresidential Use Permit is signed by both the Zoning Administrator for compliance with the Zoning Ordinance and by the Building Official, as the Director's designee, for compliance with the Building Code. The Nonresidential Use Permit serves as the Certificate of Occupancy under the Building Code. This change is consistent with current practice.
20	4102.8.B(4)(i), 5104.1.B(2)(c), 8100.7.E(8), 8100.7.E(9), 8100.8.B(2), 8101.4.B(29), 8101.4.B(32), and 8101.5.A(2)	Updates cross-reference. Chapters 104 (Erosion and Sedimentation Control) and 124 (Stormwater Management Ordinance) have been consolidated into Chapter 124.1.
21	8100.10.A(2) – Appeals	Clarifies that if the 30-day filing deadline for an appeal falls on a day the County is not open for business, the filing deadline is extended to the next business day. This codifies existing practice.
22	8101.2.B, 8101.2.C(2)(w), 8101.2.D(2), and 8101.2.E(9)(a)	Requires that an Affordable Dwelling Unit calculation be provided upon submission of a Rezoning application, Final Development Plan, Development Plan, and PRC Plan. See discussion at the end of the Table for additional detail.

23	8102.1 (Table 8102.1) – Fee Schedule	Revises the Special Exception description to reference the subsections for Independent Living Facilities providing 100 percent affordable units or units that provide various percentages of units for residents falling at or below 50 percent of the Area Median Income for this area. Under the heading Application Type, Applications for a Zoning Map Amendment and Related Plan Approvals, clarifies that the $4,855 fee for a pending application for a Final Development Plan or Development Plan Amendment or PRC Plan is for an *amendment* to a pending application for a Final Development Plan or Development Plan Amendment or PRC Plan.
24	Section 9103 – Medical Care Facility Section 6100.4.A (Table 6100.2) – Medical Care Facility Minimum Parking Requirement	Revises the definition of Medical Care Facility to clarify that Freestanding Emergency Rooms is considered a type of Medical Care Facility. Adds definition for Freestanding Emergency Rooms and establishes a specific parking requirement for this type of Medical Care Facility. See discussion at the end of this Table for additional detail.
25	Section 9103 – Golf Course or Country Club and Commercial Recreation, Outdoor	Revises the definition of Golf Course and Commercial Recreation, Outdoor to codify the current Zoning Administrator interpretation that commercial driving ranges are deemed outdoor commercial recreation if not accessory to a golf course.
26	Section 9103 – Health and Exercise, Small, and Health and Exercise, Large[1]	Revises the definitions to clarify that both uses involve sports-related training and instruction. Additional edits align the two definitions so the only distinction between them is the 6,000-square-foot size threshold.
27	Section 9103 – Restaurant	Removes the reference to Chapter 27 of the County Code as this Chapter was repealed in conjunction with County Code Amendment 05-23-27.
28	Appendix 1 – Provisions Relating to Previous Approvals	While not part of the codified Ordinance, Appendix 1 – Provisions Relating to Previous Approvals, includes provisions for specific Zoning Ordinance amendments relating to applicability and previous approvals. The revisions to Appendix 1 for amendments adopted after May 10, 2023, relating to Sign Regulations and Application Fees remove previously granted exceptions as these applications would no longer fall under the filing grace periods stated. Further, the language relating to Planned District Recreational Facilities Minimum Expenditure has been revised to reflect the applicable expenditures required on or after July 1, 2024, but prior to July 1, 2025.

[1] These proposed edits to the definitions were added following the original publication of the staff report on February 18, 2025, at the direction of the Board during authorization of the public hearings.

Affordable Dwelling Units (ADU): New Calculation and Submission Requirements

The proposed changes to the ADU provisions include reformatting to improve readability and revise terms used in the examples to better reflect the terms used in Article 5101. A new example is provided for a Mixed Dwelling Unit Development when one or more of the residential buildings in the development is exempt from the ADU requirement. In the example a 100,000-square-foot multifamily building is not subject to ADUs because it is not Type 5 construction. The example states that the land area associated with the exempt use needs to be removed from the ADU calculation. This scenario has become more common with developments offering a mix of unit types. This type of example does not currently exist in the Zoning Ordinance, though it is consistent with past interpretations and practice, and its addition allows for more transparency in understanding how the number of ADUs would be calculated. Staff has met and discussed this new example with industry.

Requiring the Affordable Dwelling Unit calculation to be included in the submission of a Rezoning application, Conceptual Development Plan, Final Development Plan, Development Plan, and PRC Plan will better align expectations for both applicants and staff at the start of the development review process and consistent with current practice. This approach will allow necessary design changes to be made sooner rather than later in the process.

Freestanding Emergency Rooms

Freestanding emergency rooms are a relatively new business model that regional hospital groups have proposed to provide convenient emergency room level care in a location that is separate from a main hospital campus. Freestanding emergency rooms are open 24 hours a day, seven days a week, 365 days a year; are generally designed to accept patients via ambulance and are functionally different compared to a traditional urgent care facility, which are currently considered an office use. Examples of illness, injuries, or symptoms that could be treated at a freestanding emergency rooms include bone fractures, stroke or seizure symptoms, heart attack symptoms, trouble breathing, drug or alcohol overdose, severe allergic reactions, lacerations, cold and flu symptoms, fevers, back pain, and other situations requiring emergency care. Patient at a freestanding emergency room that need a higher level of medical care are transferred from the facility by medical transport, ambulance, or personal vehicle and admitted to a regional hospital. The proposed changes related to freestanding emergency rooms codifies previous determinations that these uses are considered a medical care facility for zoning purposes and are subject to review by the Health Care Advisory Board. A minimum parking requirement of three spaces per 1,000 square feet of gross floor area (GFA) is proposed for freestanding emergency rooms. This is the same minimum parking requirement currently applied to an urgent care facility or office containing less than 50,000 square feet of GFA. Based on staff research freestanding emergency rooms generally contain less than 50,000 square feet of GFA, and for parking purposes, function similar to an urgent care facility.

Production and Processing and Small-Scale Production

This amendment revises use-specific standards for production and processing and small-scale production uses to allow an accessory space up to 20 percent (option for the Board to consider 15 to 30 percent) of the gross floor area open to the public for the consumption of products produced on-site and limited pre-packaged food items. This area would be available in the I-4, I-5, and I-6 Districts for production or processing and in the I-3 District for small-scale production. This gives uses like a coffee

roastery, which would be considered production and processing, the ability to provide customers with a tasting room area to try their product on-site.

Summary

Overall, the proposed amendment corrects several typographical and editorial errors, resolves inconsistencies, and provides further clarification on use standards, definitions, and codifies current practice. Staff recommends that the amendment take effect at 12:01 a.m. on the day following adoption.

Proposed Text

In the revisions shown below, text to be deleted is identified with ~~strike-through~~ and text to be added is underlined. Options for consideration are provided (in parentheses, italics, and bold). When an option is presented as a range, the Board may approve any number within the advertised range. The proposed changes are based on provisions of the adopted Zoning Ordinance in effect as of December 4, 2024.

INSTRUCTION #1: Revise subsection 2105.6.C(3), PTC, Planned Tysons District to update subsection references.

6. PTC Planned Tysons Corner Urban District

…

C. Additional Standards

…

(3) Landscaping and Screening

The landscaping and screening requirements of Section 5108 will apply as follows:

(a) Subsections 5108.1 through 5108.~~4~~7, are applicable.

(b) Subsection 5108.~~5~~4 applies, except where streetscape standards are set forth in the Comprehensive Plan.

(c) Subsection 5108.~~6~~5 only applies at the peripheral boundary of the Tysons Urban Center, as identified in the Comprehensive Plan.

…

INSTRUCTION #2: Add cross reference to subsection 4102.7.A in Table 4101.1 and 4101.2.

3. Use Table for Residential, Commercial, and Industrial Districts

TABLE 4101.1: Use Table for Residential, Commercial, and Industrial Districts

P = permitted; SE = special exception; SP = special permit; blank cell = not allowed
A = allowed as accessory use only; A+ = permitted as an associated service use; AP = allowed with approval of administrative permit

Use	Residential Districts														Commercial Districts								Industrial Districts						Use-Specific Standards NOTE: General Standards also apply
	R-A	R-C	R-E	R-1	R-2	R-3	R-4	R-5	R-8	R-12	R-16	R-20	R-30	R-MHP	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	I-I	I-2	I-3	I-4	I-5	I-6	
Accessory Uses																													
Gardening and Composting	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	4102.7.A

4. Use Table for Planned Development Districts

TABLE 4101.2: Use Table for Planned Development Districts

✓ = permitted if shown on final development plan/PRC development plan and PRC plan;
✓/SE = permitted if shown on final development plan/PRC development plan and PRC plan, or as special exception if not on plan(s)
SE = special exception; SP = special permit; blank cell = not allowed
A = allowed as accessory use only; A+ = permitted as an associated service use;
AP = allowed with approval of administrative permit

Use	PDH		PRC					PDC		PRM		PTC	PCC		Use-Specific Standards NOTE: General Standards also apply
	Principal	Secondary	Residential	Neighborhood Convenience Center	Village Center	Town Center	Convention/ Conference Center	Principal	Secondary	Principal	Secondary		Principal	Secondary	
Accessory Uses															
Gardening and Composting		A	A	A	A	A			A		A	A		A	4102.7.A

INSTRUCTION #3: Revise subsection 4102.2.C(4) and (6) to replace "guests" with "attendees," and clarify that employees are not considered attendees.

C. Farm Winery, Limited Brewery, or Limited Distillery

Standards applicable to farm wineries, limited breweries, and limited distilleries in the R-C District:

…

(4) A farm winery, limited brewery, or limited distillery may be used for alcohol production, sales, and tastings. For the purpose of this subsection, the total number of attendees does not include employees working at public or private events or activities. In addition, the hosting of public or private events or activities is allowed in accordance with the following standards:

(a) At any one time, up to 200 ~~guests~~ attendees are allowed, or, if the primary access is from a principal arterial, up to 300 ~~guests~~ attendees are allowed, with no limit on the number or duration of events.

(b) The number of ~~guests~~ attendees may exceed the limit established in subsection (a) above during a maximum of 12 events or activities per calendar year. Each event must not exceed two days in duration.

…

(d) The Board may approve a special exception for the hosting of public or private events or activities that exceed the maximum number of ~~guests~~ attendees, or the number or duration of events or activities stated in subsections 4102.2.C(4)(a) and 4102.2.C(4)(b) above. The Board may impose conditions on the hosting of such events and activities, including conditions addressing the following:

1. The number of attendees;

2. The type, number, location, and duration of allowable activities;

…

Standards applicable to farm wineries, limited breweries, and limited distilleries in the R-A, R-E, and R-1 Districts:

…

(6) A farm winery, limited brewery, or limited distillery may be used for alcohol production, sales, and tastings. The hosting of public or private events or activities is allowed, as follows:

(a) At any one time, up to 200 ~~guests~~ attendees are allowed, or, if the primary access is from a principal arterial, up to 300 ~~guests~~ attendees are allowed, with no limit on the number or duration of events.

(b) The number of ~~guests~~ attendees may exceed the limit established in subsection (a) above during a maximum of 12 events or activities per calendar year. Each event must not exceed two days in duration.

…

(d) The Board may approve a special exception for the hosting of public or private events or activities that exceed the maximum number of ~~guests~~ attendees, or the number or duration of events or activities stated in subsections 4102.2.C(6)(a) and 4102.2.C(6)(b). The Board may impose conditions on the hosting of such events and activities, including conditions addressing the following:

INSTRUCTION #4: Revise subsection 4102.4.N(1) to allow cremation facilities in association with a funeral home only when located in the I-4, I-5, and I-6 Districts.

N. Funeral Home

Standards applicable to all funeral homes:

(1) A funeral home may not include facilities for cremation except in the I-4, I-5, and I-6 Districts.

…

INSTRUCTION #5: Delete subsection 4102.5.QQ(1)(c) to remove the transitional screening exception for vehicle transportation service in the PTC District.

QQ. Vehicle Transportation Service

Standards when permitted by right or by development plan or PRC plan

(1) In the C-6, C-7, C-8, PDC, PRC, PRM, and PTC Districts, a vehicle transportation service must comply with the following standards:

…

~~**(c)** Except in the PTC District, transitional screening and barriers must be provided in accordance with use group #9, not use group #15.~~

…

INSTRUCTION #6: Add subsection 4102.6.L(4) to allow a public area for the consumption of products produced on-site and limited pre-packaged food items to be permitted as an accessory use. Revise subsection 4102.6.N(3) to clarify referenced subsection and revise subsection 4102.6.N(8) to add subsections (a) to allow a public area for the consumption of products produced on-site and limited pre-packaged food items to be permitted as an accessory use.

L. Production or Processing

Standards when permitted by right:

…

(4) In the I-4, I-5, and I-6 Districts, an area open to the public, consisting of 20 ***(Option: 10-30)*** percent of the total gross floor area of the establishment, for the consumption of products produced on-site may be permitted as an accessory use. Any food or beverage served that is not produced on-site must be as an accompaniment to those products produced on-site and is limited to pre-packaged food items or food items that require limited preparation or reheating.

…

N. Small-Scale Production Establishment

Standards when permitted by right or by development plan or PRC plan:

…

(3) The maximum size established in subsection 4102.6.N(1) does not preclude the location of more than one establishment per lot.

…

(8) ~~In the I-3 District, retail sales may be permitted as an accessory use, if the associated retail sales area is limited to ten percent of the gross floor area of the establishment~~. In the I-3 District, the following additional standards apply:

(a) An area open to the public, consisting of 20 ***(Option: 10-30***) percent of the total gross floor area of the establishment, for the consumption of products produced on-site may be permitted as an accessory use. Any food or beverage served that is not produced on-site must be as an accompaniment to those products produced on-site and is limited to pre-packaged food items or food items that require limited preparation or reheating.

(b) Retail sales may be permitted as an accessory use, if the associated retail sales area is limited to ten percent of the gross floor area of the establishment.

INSTRUCTION #7: Revise Table 4102.4 to add solid composite materials as a material option for 8-foot fences on lots along major thoroughfares. Remove the column denoting material requirement for fences and walls. Delete Note 2 requiring Director approval for an 8-foot fence on a reverse frontage lot and replace it with the location regulations for fences. Add Figure 4102.6 to illustrate fence height in front and side yards.

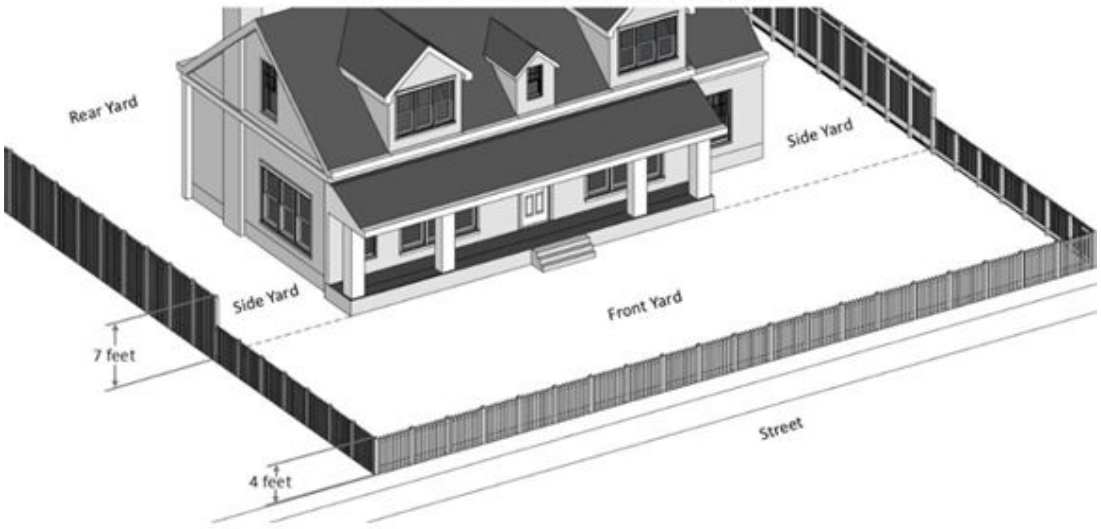
Table 4102.4: Maximum Allowed Fence or Wall Height

Yard where Fence or Wall Located	Location, Size, or Use of Lot	Material Fence or Wall Composed of	Maximum Allowed Height of Fence or Wall (ft.) [2]
Front, Side, or Rear	Lot of 2 or more acres located in R-A, R-C, R-E, or R-1 Districts	No requirement	7
	Any Industrial use	No requirement	8
Front	All uses	No requirement	4
	Residential corner lot that abuts a major thoroughfare [1]	Solid wood, ~~or~~ masonry, or other composite material ~~located flush to the ground~~	8
Side or Rear	All uses	No requirement	7
	Reverse frontage lot ~~[2]~~ or where the side or rear lot line is within 150 feet of a major thoroughfare and abuts common or dedicated open space located between the lot and the major thoroughfare	Solid wood, ~~or~~ masonry, or other composite material ~~located flush to the ground~~	8

Notes:

[2] ~~The Director may approve a privacy fence or wall if it does not obstruct the view of traffic from an intersecting street and maintains the minimum sight distance acceptable to the Virginia Department of Transportation for the permitting of entrances onto a thoroughfare of the class involved.~~ Fences or walls can be built up to the lot line at the maximum allowed height.

Fig. 4102.6: Fence Height Example - Residential Lot Less Than 2 Acres



INSTRUCTION #8: Revise subsection 4102.7.A(7)(b)5 to address fences used in the screening of data centers.

A. General Standards for Accessory Uses and Structures

(7) Fences and Walls

Fences and walls must comply with the following standards:

…

(b) Height

…

5. A fence or wall may exceed the maximum fence or wall height in Table 4102.4 above when it is an integral part of: ~~A fence or wall that is an integral part of an electric substation or a wireless facility may exceed the maximum fence or wall height in Table 4102.4 above.~~

a. An electric substation;

b. A wireless facility; or

c. Screening of equipment for a data center in accordance with subsection 4102.6.A(1).

INSTRUCTION #9: Revise subsection 5100.2.C(3) to include the elements listed in 5100.2.C(2) in the 25 percent limitation on roof coverage for HVAC units.

C. Height Regulations

…

(3) HVAC units on building roofs are subject to the height limitations unless the units are located in a penthouse or are completely screened on all four sides and the penthouse or screening is designed as an integral architectural element of the building and cumulatively does not exceed 25 percent of total roof area inclusive of any structures permitted by subsection 5100.2.C(2).

…

INSTRUCTION #10: Revise subsection 5100.2.G to add agricultural operation and riding or boarding stables to the list of exceptions to the limit on the number of dwelling units on the same lot with another principal building.

G. Limitation on the Number of Dwelling Units on a Lot

(1) A maximum of one dwelling unit on any one lot is permitted. A dwelling unit may not be located on the same lot with any other principal building. This provision does not preclude:

…

(g) Agricultural operations with associated single-family detached dwelling and farm worker housing in accordance with subsection 4102.2.A; or

(h) Riding or boarding stables with associated single-family detached dwelling in accordance with subsection 4102.2.D.

INSTRUCTION #11: Revise subsection 5101.2.A(1) to include all adjacent land in the "site or portion thereof" regardless of whether it is developed or not.

A. Site or Portion Thereof

(1) For purposes of this Ordinance, "site or portion thereof at one location" includes all adjacent ~~undeveloped~~ land of the property owner or applicant, the property lines of which are contiguous or nearly contiguous at any point, or the property lines of which are separated only by a public or private street, road, highway or utility right-of-way or other public or private right-of-way at any point, or separated only by other land of the owner or applicant, which separating land is not subject to the requirements of this section.

INSTRUCTION 12: Revise Example Calculations in Subsections 5101.9, 5101.10, 5101.11 and 5101.12 to create consistency among terms used for density ranges and approval; reformat for improved readability; and add new Example Calculation by creating subsection 5101.13.

9. Example Calculations for a FAR Based Comprehensive Plan Recommendation for Single-Family Attached or Stacked Townhouse Dwelling Unit Development

A. Assumptions

The following data points are required to calculate the ADU requirement for a new single-family attached or stacked townhouse development. ~~In accordance with subsection 5101.4.A the site is subject to a 20 percent density bonus and 12.5 percent ADU requirement. The ADU requirement is calculated in accordance with subsection 5101.4.D.~~

Total Site Area: 19.92 acres (867,571 square feet)

Total Number of Single-Family Attached or Stacked Townhouse Dwelling Units: 158 units (7.93du/ac)

Comprehensive Plan Recommendation: 0.5 FAR

Average Dwelling Unit Size: 2,300 square feet

In accordance with subsection 5101.4.A, the single-family attached or stacked townhouse development is subject to:

Density Bonus: up to 20 percent

ADU requirement: up to 12.5 percent

B. Calculation of Required Affordable Dwelling Units:

Due to the Comprehensive Plan recommendation being FAR based rather than dwelling unit per acre, the 0.5 FAR recommendation must be converted using the site area in square feet, Comprehensive Plan FAR recommendation, and the average dwelling unit size provided by the applicant.

Maximum number of Dwelling Units:	=	Comp. Plan FAR Potential / Average Dwelling Unit Size	=	(Site Area x Comp Plan FAR) / Average Dwelling Unit Size		
	=	(867,571 sf x 0.5) / 2,300 sf	=	188.6 du (prior to density bonus)		

Once the maximum number of dwelling units is calculated, the maximum number needs to be applied to the subject property to determine the Comprehensive Plan ~~upper density limit~~ high end of density range. The ~~lower~~ low end of the density range ~~limit~~ is 50 percent of the ~~upper density limit~~ high end of the density range.

~~Upper Density Limit~~ High End of Density Range:	=	Maximum Number of Dwelling Units / Land Area (Acres)	=	188.6 du / 19.92 ac	=	9.47 du/ac

~~Lower Density Limit~~ Low End of Density Range:	=	~~Upper Density Limit~~ High End of Density Range / 2	=	9.47 du / 2	=	4.74 du/ac

Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 20 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	9.47	x	1.2	=	11.36 du/ac

Adjusted Low End:	4.74	x	1.2	=	5.69 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation, and the adjusted ranges that were calculated above.

Calculation:		**(Proposed Density – Low End of Density Range) / (Adjusted High End – Adjusted Low End)**		**x**	**12.5**	
	=	(7.93 – 4.74) / (11.36 – 5.69)	x	12.5	=	7.03% ADU requirement

Therefore, 7% of the 158 single-family or stacked townhouse dwelling units are required to be ADUs.

ADUs Required:	158 du	x	7.03%	=	11.11 ADUs

* Rounded to 11 ADUs in accordance with subsection 5101.4.C.

10. Example Calculations Dwelling Units Per Acre Based Comprehensive Plan Recommendation for a Multifamily Dwelling Unit Development

A. Assumptions

The following data points are required to calculate the ADU requirement of new non-elevator or ~~three~~3-story or less multifamily development. ~~In accordance with subsection 5101.4.A, the site is subject to a 10 percent density bonus and 6.25 percent ADU requirement. (At the applicants option a~~

~~20% density bonus and 12.5 percent ADU requirement can be applied. The formula is the same as below with the replacement of bonus density and ADU requirement percentage.)~~

Total Site Area: 10 acres (435,600 ~~sf~~ square feet)

Total Number of Multifamily Dwelling Units: ~~700~~ 660 units (~~70~~ 66 du/ac)

Comprehensive Plan Density Recommendation: 1,200 ~~dus~~ dwelling units on 20 acres

In accordance with subsection 5101.4.A, the multifamily development is subject to:

Density Bonus: up to 10 percent

ADU requirement: up to 6.25 percent

At the applicant's option, a 20 percent density bonus and 12.5 percent ADU requirement can be applied.

B. Calculation of Required Affordable Dwelling Units:

Due to the Comprehensive Plan recommendation being designated for a larger area than subject property, the recommendation must be converted into a density recommendation (du/ac) for the High End of the Comprehensive Plan.

High End Comprehensive Plan ~~Rec.~~ recommendation in du/ac	=	Planned Units / Plan Area	=	1,200 du / 20 acres	=	60 du/ac

In accordance with subsection 5101.4.D, the ~~Low End~~ low end of the density range is 50 percent of the high end of the density range. Therefore, the range for this scenario becomes 30 – 60 du/ac.

Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 10 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	60	x	1.1	=	66 du/ac

Adjusted Low End:	30	x	1.1	=	33 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation, and the adjusted ranges that were calculated above.

Calculation:	**(Proposed Density – Low End of Density Range) / (Adjusted High End – Adjusted Low End)**				**x**	**6.25**
=	(~~70~~ 66 – 30) / (66 – 33)	x	6.25	=	~~7.58~~ 6.82% ADU requirement	

However, per subsection 5101.4.A, the maximum percentage of ADUs that can be required is 6.25% for the 700 multifamily dwelling units.

ADUs Required:	~~700~~ 660 dus	x	6.25%	=	~~43.75~~ 41.25 ADUs

* Rounded to ~~44~~ 41 ADUs in accordance with subsection 5101.4.C.

11. Example Calculations for a Mixed Dwelling Unit Development

A. Assumptions

The following data points are required to calculate the ADU requirement for new development with single-family attached or stacked townhouse dwellings as well as a ~~and~~ non-elevator or 3-story or ~~and~~ less multifamily building. ~~In accordance with subsection 5101.4.A(4)(a)1, the single-family attached and stacked townhouse dwellings are subject to a 20% bonus density and 12.5% ADU requirement. In accordance with subsection 5101.4.A(4)(a)2, the multifamily is subject to a 10% density bonus and 6.25% ADU requirement.~~ Because the density bonus and ADU requirement is different for the proposed single-family attached or stacked townhouse dwellings ~~and~~ than for the multifamily units, ~~you calculate each out separately~~ the requirement for each unit type is calculated separately. ~~(At the developer's option, a 20 percent bonus density and 12.5 percent ADU requirement, may be applied. If they developer elects this option, there is no need to separately calculate the requirement for each unit type since they would have the same density bonus and ADU requirement.)~~

Total Site Area: 15.56 acres (677,793.6 ~~sf~~ square feet)

Single-Family Attached or Stacked Townhouse Area: 5.28 acres (229,996.8 ~~sf~~ square feet)

Multifamily Area: 10.28 acres (447,796.8 ~~sf~~ square feet)

Total Number of Dwelling Units: 170 units (10.93 du/ac)

Single-Family Attached or Stacked Townhouse Dwelling Units: 50 units (9.47 du/ac)

Multifamily Dwelling Units: 120 units (11.67 du/ac)

Comprehensive Plan Density Range: 8-12 dwelling units per acre (du/ac)

In accordance with subsection 5101.4, the single-family attached or stacked townhouse dwellings are subject to:

Density Bonus: up to 20 percent

ADU requirement: up to 12.5 percent

The multifamily dwellings are subject to:

Density Bonus: up to 10 percent

Possible ADU requirement: up to 6.25 percent

At the applicant's option, a 20 percent density bonus and 12.5 percent ADU requirement, may be applied. If the applicant elects this option, there is no need to separately calculate the requirement for each unit type since they would have the same density bonus and ADU requirement.

B. Calculation of Required Affordable Dwelling Units:

(1) Multifamily, in accordance with subsection 5101.4.A(2):

Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 10 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	12	x	1.1	=	13.2 du/ac

Adjusted Low End:	8	x	1.1	=	8.8 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation, and the adjusted range that was calculated above. The proposed density is based on the proposed multifamily units and land area associated with those units.

Calculation:	**(Proposed Density – Low End of Density Range)** / **(Adjusted High End – Adjusted Low End)**		**x**	**6.25**		
=	(11.67 – 8) / (13.2 – 8.8)	x	6.25	=	5.21% ADU requirement	

Therefore, 5.21% of the 120 multifamily dwelling units are required to be ADUs.

ADUs Required:	120 du	x	5.21%	=	6.25 ADUs

(2) Single-family Attached or Stacked Townhouses, in accordance with subsection 5101.4.A(1):

The proposed density is based on the proposed single-family attached or stacked townhouse units and land area associated with those units. Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 20 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	12	x	1.2	=	14.4 du/ac

Adjusted Low End:	8	x	1.2	=	9.6 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation, and the adjusted range that was calculated above.

Calculation:	**(Proposed Density – Low End of Density Range)** / **(Adjusted High End – Adjusted Low End)**		**x**	**12.5**		
=	(9.47 – 8) / (14.4 – 9.6)	x	12.5	=	3.83% ADU requirement	

Therefore, 3.83% of the 50 multifamily dwelling units are required to be ADUs.

ADUs Required:	50 du	x	3.83%	=	1.92 ADUs

Total ADUs required: 6.25 from multifamily + 1.92 single-family attached or stacked = 8.17 ADUs

* Rounded to 8 ADUs in accordance with subsection 5101.4.C.

12. Example Calculations for a Mixed-Use Development

A. Assumptions

The following data points are required to calculate the ADU requirement for new development ~~for a~~ in a mixed use development with a 300 unit, ~~four~~ 4-story multifamily building with an elevator and with more than 50 percent of required parking provided in above- or below-surface structures and a separate building containing commercial uses. ~~Per subsection 5101.4.E(3)(a)2, a 17 percent bonus density and 5 percent ADU requirement are applicable. (For developments with 50 percent or~~

~~less of the required parking is located in above or below parking structure a 6.25 percent ADU requirement is applied.)~~

Total Site Area: 18.16 acres (791,049.6 square feet)

Residential Acreage: 11.73 acre (510,959 square feet)

Commercial Acreage: 6.43 acres (280,000 square feet)

Note: The commercial land area must be removed from the site area before calculating the ADUs as only the residential land area is subject to the ADU requirement. At a minimum, the land area associated with commercial uses must be consistent with the recommendations of the Comprehensive Plan.

~~Comprehensive Plan Recommendation: 0.5 FAR~~

Total Gross Floor Area: 390,000 square feet

Residential Gross Floor Area: 250,000 square feet

Commercial Gross Floor Area: 140,000 square feet

Total Residential Unit Count: 220 units (18.76 du/ac)

Average Dwelling Unit Size: 1,136 square feet

Comprehensive Plan Recommendation: 0.5 FAR

In accordance with subsection 5101.4.B, the multifamily dwellings are subject to:

Density Bonus: up to 17 percent

ADU Requirement: up to 5 percent, with more than 50 percent of the required parking for multifamily dwelling units provided in above- or below-surface structures

ADU Requirement: For developments with 50 percent or less of the required parking located in above or below grade parking structure, the ADU requirement is up to 6.25 percent.

B. Calculation of Required Affordable Dwelling Units:

Due to the Comprehensive Plan recommendation being based on FAR ~~based~~ rather than dwelling unit per acre, the 0.5 FAR recommendation must be converted. ~~However, because there are residential and commercial uses in the same building, we must adjust the Comprehensive Plan FAR by applying the percentage of residential uses within the building.~~ In accordance with subsection 5101.4.D(3)(b) residential square footage of the 4-story multifamily building with an elevator is multiplied by 85 percent before to dividing by the average dwelling unit size to determine the dwelling unit-per-acre range.

~~Max.~~ Maximum number of Dwelling Units:	=	Comprehensive Plan FAR / Average Dwelling Unit Size	=	(Res. Site Area x ~~Max~~ Maximum FAR) x 85% / Average Dwelling Unit Size	
	=	(510,959 sf x 0.5) x 0.85 / 1,136 sf	=	191.16 du (prior to density bonus)	

Once the maximum number of dwelling units is calculated, the maximum number needs to be applied to the subject property to determine the density recommendation which, in accordance with

subsection 5101.4.D, becomes the ~~upper density limit~~ high end of density range and the ~~lower density limit~~ low end of density range is 50% of the ~~upper density limit~~ high end of density range.

~~Upper Density Limit~~ High End of Density Range:	=	~~Maximum Number~~ Maximum # of Dwelling Units / Res. Land Area (in acres)	=	191.16 du / 11.73 ac	=	16.3 du/ac

~~Lower Density Limit~~ Low End of Density Range:	=	~~Upper Density Limit~~ High End of Density Range / 2	=	16.3 / 2	=	8.15 du/ac

Therefore, the range for this scenario becomes 8.15 – 16.3 du/ac.

Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 17 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	=	16.3	x	1.17	=	19.07 du/ac

Adjusted Low End:	=	8.15	x	1.17	=	9.54 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation, and the adjusted range that was calculated above.

Calculation:		**(Proposed Density – Low End of Density Range) / (Adjusted High End – Adjusted Low End)**		**x**		**5**
~~10.1/11.3~~	=	(18.76 – 8.15) / (19.07 – 9.54)	x	5	=	5.57% ADU requirement

In accordance with subsection 5101.4.B(4) ~~Par. 5 of Sect. 2-804~~ the maximum ADU requirement is 5 percent of the 220 multifamily dwelling units.

ADUs Required:	220	x	5%	=	11 ADUs

13. Example Calculations for a Mixed Dwelling Unit Development with Exempt Residential Building

A. Assumptions

This ADU calculation is for a new development that has a mixture of single-family attached dwellings, stacked townhouses, and multifamily dwellings. The 100,000-square-foot multifamily building is not subject to ADUs because it is not Type 5 construction. The following data points are specific to the single-family attached and stacked townhouse portion of the development.

Total Site Area: 21.54 acres (938,342 square feet)

Note: In order to account for the exempt multifamily structure, use the 100,000-square-foot gross floor area to determine the site area needed to result in the Comprehensive Plan recommendation of 0.5 FAR. This results in 200,000 square feet of land area (4.59 acres) for the multifamily building. This

amount is then deducted from the overall site area to determine the applicable site area. (If the land area associated with the exempt building and required parking is larger than the land area from the above calculation, then you use the larger land area for the calculation.)

Residential Site Area: 16.95 acres (738,342 square feet) (Total land area minus land area associated with exempt use or structure)

Total Unit Count: 217 single-family attached or stacked townhouse dwelling units

Average dwelling unit size: 2,040 square feet

Proposed Density: 12.8 du/ac single-family attached or stacked townhouses

Comprehensive Plan Recommendation: 0.5 FAR

In accordance with subsection 5101.4, the single-family attached or stacked townhouse dwellings are subject to:

Density Bonus: up to 20 percent

ADU Requirement: up to 12.5 percent

B. Calculation of Required Affordable Dwelling Unit:

Due to the Comprehensive Plan recommendation being based on FAR rather than dwelling unit per acre, the 0.5 FAR recommendation must be converted using the site area in square feet, Comprehensive Plan FAR recommendation, and the average dwelling unit size provided by the applicant.

Maximum number of Dwelling Units:	=	Site Area x Max. FAR / Average Dwelling Unit Size	=	(738,342 sf x 0.5) / 2,040 sf	
			=	180.97 du	

Once the maximum number of dwelling units is calculated, the maximum number needs to be applied to the subject property to determine the Comprehensive Plan high end of the density range. The low end of the density range is 50 percent of the high end.

High End of Density Range:	=	Max. # of du / Land Area (in acres)	=	180.97 du / 16.95 ac	=	10.68 du/ac

Low End of Density Range:	=	High End of Density Range / 2	=	10.68 du/ac / 2	=	5.34 du/ac

Before calculating the ADU percentage required for the project, the adjusted high and low end must be calculated. These data points are calculated by applying the 20 percent bonus density to the high and low end of the Comprehensive Plan recommendation range.

Adjusted High End:	=	10.68	x	1.2	=	12.82 du/ac

Adjusted Low End:	=	5.34	x	1.12	=	6.41 du/ac

The ADU percentage calculation can be performed with the use of the proposed density, low end of the Comprehensive Plan recommendation as well as the adjusted range that was calculated above.

Calculation:	**(Proposed Density – Low End of Density Range) / (Adjusted High End – Adjusted Low End)**		**x**	**12.5**		
=	(12.28 – 5.34) / (12.82 – 6.41)		x	12.5	=	14.55% ADU requirement

The maximum percentage required for the single-family portion of the development is limited to 12.5%.

ADUs Required:	217 du	x	12.5%	=	27.125 ADUs

* Rounded to 27 ADUs in accordance with subsection 5101.4.C.

INSTRUCTION #13: Revise subsection 5108.5(A)(5) to address when transitional screening is not required.

5. Transitional Screening and Barriers

A. Applicability

…

(5) ~~Transitional screening and barriers are not required between different dwelling unit types within an affordable dwelling unit development.~~ Exceptions

(a) Transitional screening and barriers are not required between different dwelling unit types within an affordable dwelling unit development.

(b) Transitional screening is not required along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road.

…

INSTRUCTION #14: Revise subsection 6100.4.D, to establish that the Board may reduce the total number of stacking spaces required for a structure or use.

4. Minimum Required Off-Street Vehicle Parking Spaces, and Stacking Spaces

…

D. Stacking Spaces

…

(5) In conjunction with the approval of a rezoning or special exception, the Board may adjust the number of stacking spaces required when it has been demonstrated that the site design, or location does not warrant the number of spaces required, and that the adjustment will not adversely affect pedestrian or vehicular circulation on the site or the adjacent area.

INSTRUCTION #15: Revise Section 6101, Off-Street Loading, subsections 6101.1A, 6101.2.L, 6101.2.M, 6101.3.A, and 6101.3.C(2) to clarify that all structures or uses are required to provide off-street loading spaces or an adequate receiving facility, and to clarify when the Director may adjust loading spaces.

1. Applicability

A. Applicability

All structures and uses must provide off-street loading spaces in accordance with this section. Any structure or use that does not require a loading space must provide an adequate receiving facility.

…

2. General Provisions

…

L. Calculation of required loading spaces is as follows:

(1) If the structure is under 10,000 square feet of gross floor area, no loading space is required; however, an adequate receiving facility must be provided. ~~and adequate receiving facilities are required in accordance with subsection 6101.2.M.~~

(2) If the structure is over 10,000 square feet of gross floor area, the entire square footage of the structure is used to determine the loading requirement. When the calculated number of spaces results in a number containing a fraction, the required number of spaces is rounded down when the fractional unit is less than 0.5 and is rounded up when the fractional unit is equal to or greater than 0.5. If the calculation does not require a loading space an adequate receiving facility must be provided.

M. Adequate receiving facilities are not required to meet the size restrictions for loading spaces in subsection 6101.2, if it can be demonstrated to the Director that a smaller loading space is sufficient for loading activities without encroaching into, or interfering with traffic circulation, drive aisles or other parking spaces. ~~An adequate receiving facility is required for all structures under 10,000 square feet of gross floor area that the Director determines are likely to receive or make deliveries from vehicles of a size or at a frequency that may interfere with vehicle parking or circulation on the parcel.~~

(1) Adequate receiving facilities, as determined by the Director, may include, but are not limited to:

(a) Reserved parking space sufficient for loading activities.

(b) A pull off area along the curb that does not restrict vehicular movement.

(c) An area within the structure designated for loading activities.

(d) An undeveloped area of the parcel not designated for parking or landscaping and not necessary for vehicle, pedestrian, or bicycle circulation.

~~Adequate receiving facilities are not subject to the size restrictions for loading spaces in subsection 6101.2, if it can be demonstrated to the Director that a smaller loading space is sufficient for loading activities without encroaching into, or interfering with traffic circulation, drive aisles or other parking spaces.~~

(2) An adequate receiving facility must be located near an entrance to the building.

~~Adequate receiving facilities, as determined by the Director, may include, but are not limited to, the following:~~

~~**(a)** Reserved parking space sufficient for loading activities.~~

~~**(b)** A pull off area along the curb that does not restrict vehicular movement.~~

~~**(c)** An area within the structure designated for loading activities.~~

~~**(d)** Undeveloped areas of the parcel not designated for parking or landscaping and not necessary for vehicle, pedestrian, or bicycle circulation.~~

(3) An adequate receiving facility may not block or restrict access to an accessible parking space or an accessible route. ~~An adequate receiving facility must be located near an entrance to the building.~~

(4) ~~An adequate receiving facility may not block or restrict access to an accessible space.~~

3. Minimum Required Off-Street Loading Spaces

A. Minimum off-street loading spaces accessory to the listed uses classifications as defined in Table 6101.1 must be provided in accordance with the following table~~; however, there is no loading space required for a structure with less than 10,000 square feet of gross floor area~~:

…

C. The Director, as part of a site plan, may adjust the number of loading spaces required by this section when the applicant has demonstrated to the Director's satisfaction that:

…

(2) Adequate receiving facilities as described in subsection 6101.2.M, meet the delivery needs of the use. ~~are provided in accordance with subsection 6101.2.M~~

INSTRUCTION #16: Adding subsection 7101.3.A(5) to address all uses with a drive-through and specify which electronic display sign standards are applicable to ordering signs.

3. Signs in Commercial and Industrial Districts

A. Signs Allowed in Commercial and Industrial Districts

…

(5) Signs Related to a ~~Restaurant~~ Use with a Drive-Through

…

(c) Ordering stations are not subject to the electronic display sign standards in subsection 7101.1.A(1) and 7101.1.A(3).

INSTRUCTION #17: Revise Sections 8100.3, 8100.4, and 8100.6 to increase the number of months a use approved by special exception, special permit, or variance has to establish said use from 30 months to 36 months; and restructure the provisions to be consistent with one another.

8100.3.D(6)(a):

(6) Expiration of a Special Exception

(a) ~~Unless the Board approves additional time, a~~An approved special exception use must be established or any approved construction must be commenced and diligently pursued within the time specified by the approval, or, if no time was specified, then within ~~30~~ 36 months from the approval date of the special exception. Otherwise, the special exception will automatically expire without notice, unless additional time is approved by the Board.

8100.4.D(6)(a):

(6) Expiration of a Special Permit

(a) An approved special permit use ~~approved by the BZA~~ must be established or any approved construction must be commenced and diligently pursued within the ~~specified~~ time specified by the approval, or, if no time was specified, then within ~~30~~ 36 months from the approval date of the special permit~~, unless additional time is approved by the BZA to establish the use and commence construction~~. Otherwise, the special permit will automatically expire without notice, unless ~~a request for~~ additional time is ~~filed~~ approved by the BZA.

8100.6.B(5)(a):

(5) Expiration of a Variance

(a) The activity approved by the variance must be established or any construction ~~approved~~ must be commenced and diligently pursued within the time specified by the approval ~~BZA~~, or, if no time was specified, then within ~~30~~ 36 months from the approval ~~granting~~ date of the variance.~~,~~ Otherwise, the variance will automatically expire without notice, unless additional time is approved by the BZA ~~in accordance with the provisions below~~.

INSTRUCTION #18: Revise subsection 8100.7.D(9) to include a reference to subsection 6100.1.D; Revise subsection 8100.7.D(17)(b) to combine (a) and (b) as well as clarify that an excess of 750 square feet of gross floor area is allowed if there is an ADA improvement and reletter accordingly.

7. Site Plans and Minor Site Plans

D. Uses Exempt from a Site Plan or a Minor Site Plan

(9) A change to a use with a greater parking requirement than the previous use requires submission and approval of a parking tabulation in conformance with subsection 6100.1.D, to demonstrate that the number of existing parking spaces on-site meets the minimum off-street parking requirements for all uses. Parking tabulations must be submitted on forms provided by the Director, certified by an engineer or land surveyor authorized by the State, and include the written consent of the property owner. For condominiums, written consent must be provided in accordance with Section 8105.

…

(17) Antennas and satellite earth stations; accessory outdoor storage and display; and additions and alterations to existing uses and site modifications which may include, but are not limited to, changes or additions to decks, patios, concrete slabs, vestibules, loading docks, mechanical equipment, storage structures, generators, walkways, landscaping, paving, electric vehicle charging stations, and light poles or lighting fixtures. All such uses or activities must not:

~~(a) Exceed 500 square feet of gross floor area or 2,500 square feet of disturbed land area as defined in Chapter 104 of the County Code;~~

~~(b) Exceed an addition 750 square feet of gross floor area or 2,500 square feet of disturbed land area as defined in Chapter 104 of the County Code for additions and alterations to provide an accessibility improvement or other reasonable accommodation;~~

(a) Exceed 500 square feet of gross floor area or 750 square feet of gross floor area if the addition or alteration is to provide an accessibility improvement or other reasonable accommodation or exceed 2,500 square feet of disturbed land area as defined in Chapter 124.1 of the County Code;

…

INSTRUCTION #19: Revise subsection 8100.9 to add "and Director" after Zoning Administrator.

9. Residential and Nonresidential Use Permits

A. Permit Required for Occupancy or Use

…

(2) A Residential or Nonresidential Use Permit, whichever applies, must be obtained from the Zoning Administrator and Director before any person may:

…

(4) After written application for a Residential or Nonresidential Use Permit is submitted to the Zoning Administrator and Director, the permit will be issued if it conforms with this Ordinance, including subsection 8100.9.B, all other applicable laws and ordinances, proffered conditions, and conditions of special exceptions, special permits, or variances, as certified to the Zoning Administrator and Director and by the officers, bodies, or agencies responsible for the administration of such laws and ordinances~~, and the requirements of subsection 8100.9.B~~.

…

E. Revocation of Permit

The Zoning Administrator and Director may revoke an approved Residential or Nonresidential Use Permit when the Zoning Administrator and Director determine~~s~~ that the approval was based on a false statement or misrepresentation of fact by the applicant, or as provided for in Section 8106.

INSTRUCTION #20: Revise subsections 4102.8.B(4)(i), 5104.1.B(2)(c), 8100.7.E(8), 8100.7.E(9), 8100.8.B(2), 8101.4.B(29), 8101.4.B(32), and 8101.5.A(2) to replace references to Chapter 104 and Chapter 124 with references to Chapter 124.1.

4102.8.B(4)(i):

(i) The operation of a community garden cannot create an erosive condition, as identified in Chapter ~~104~~ 124.1 of the County Code. A Conservation Plan approved by the Northern Virginia Soil and Water Conservation District is recommended for gardens of not more than 5,000 square feet in area and is required for gardens greater than 5,000 square feet in area. All activity in and around the garden must adhere to the recommendations of the Plan to preclude the development of erosive conditions.

5104.1.B(2)(c):

(c) Must include siltation and erosion control measures in accordance with Chapter ~~104~~ 124.1 of the County Code.

8100.7.E(8):

(8) An adequate drainage system for the disposition of storm and natural water must be installed in accordance with Chapter ~~124~~ 124.1 of the County Code and the Public Facilities Manual. Appeals of decisions made under Chapter ~~124~~ 124.1 of the County Code which are appealable must be processed in accordance with Article 7 of Chapter ~~124~~ 124.1.

8100.7.E(9):

(9) Adequate temporary and permanent erosion and sedimentation control measures must be installed in accordance with Chapter ~~104~~ 124.1 of the County Code and the Public Facilities Manual.

8100.8.B(2):

(2) If required by Chapter ~~104~~ 124.1 of the County Code, a building permit will not be issued for any structure until a conservation plan has been approved by the Director in accordance with Chapter ~~104~~ 124.1 and the Public Facilities Manual.

8101.4.A(10):

(10) Delineation of any Resource Protection Area and Resource Management Area, buildable areas on each lot, description of existing or proposed outfall system and how stormwater quality, quantity, and detention will be accommodated in accordance with the Public Facilities Manual, Chapter 118 and Chapter ~~124~~ 124.1 of the County Code;

8101.4.B(29):

(29) A tree conservation plan that addresses the tree conservation and vegetation preservation requirements of Chapter~~s 104 and 122~~ 124.1 of the County Code and the policies and requirements of the Public Facilities Manual;

8101.4.B(32):

(32) Provisions for the adequate disposition of natural and stormwater in accordance with Chapter ~~124~~ 124.1 of the County Code and the Public Facilities Manual, indicating the location, size, type, and grade of ditches, catch basins, and pipes and connections to existing drainage systems, existing and proposed storm drainage easements, and on-site stormwater detention and water quality control facilities where deemed appropriate and necessary by the Director;

8101.5.A(2):

(2) When the building or structure does not require site plan approval but will require approval of a site-related plan (e.g., grading plan or conservation plan) in accordance with subsections 5104.1.A and 5104.1.B, a plan, certified by a land surveyor, engineer, landscape architect, or architect authorized by the State to practice as such, must be submitted that includes siltation and erosion control measures in conformance with Chapter ~~104~~ 124.1 of the Code, and contains the information listed in subsection (3) below. The required number of copies of the form and plan will be determined by the Director; or

INSTRUCTION #21: Add clarifying language to subsection 8100.10.A(2) regarding how the filing period is handled when the filing date occurs on a day the County is closed.

10. Appeals

A. Appeal Processing

…

(2) Time Limit on Filing

…

(d) If the time limit on filing in subsection 8100.10.A(2)(a) and (b) above falls on a day the County is closed, the filing deadline is extended to the next business day.

INSTRUCTION #22: Revise subsection 8101.2.B to add a requirement for the Affordable Dwelling Unit calculation to be included on the plans submitted for a Rezoning application; revise subsection 8101.2.C(2)(w) to add a requirement for the Affordable Dwelling Unit calculation to be included on the plans submitted for a Final Development Plan; and revise subsection 8101.2.D(2) to add a requirement for the Affordable Dwelling Unit calculation to be included on the plans submitted for a PRC Development Plan.

8101.2.B:

(25) Provide statement as to whether ADUs are required or exempt in accordance with Section 5101. Provide ADU calculation if ADUs are required.

8101.2.C(2)(w):

(w) In the PDH, PDC, PRM, and PCC Districts, a table with the following data, when applicable to a given development plan:

…

8. Provide statement as to whether ADUs are required or exempt in accordance with Section 5101. Provide ADU calculation if ADUs are required.

8101.2.D(2):

(k) Provide statement as to whether ADUs are required or exempt in accordance with Section 5101. Provide ADU calculation if ADUs are required.

8101.2.E(9)(a):

6. Provide statement as to whether ADUs are required or exempt in accordance with Section 5101. Provide ADU calculation if ADUs are required.

INSTRUCTION #23: Revise the application type description contained in Table 8102.1 for Independent Living Facilities to those providing 100% ADUs or per subsection 4102.4.Q(10)(c) and revise the application type description in Table 8102.1 to clarify that it is an amendment to a Pending Application would also be subject to this fee.

TABLE 8102.1: FEE SCHEDULE
This table includes standard fees related to approvals under the Zoning Ordinance. Additional fees may apply related to review or approval by other County departments or governmental or quasi-governmental agencies, or in accordance with Appendix Q of the County Code.

APPLICATION TYPE	FEE [1]
SPECIAL EXCEPTIONS [2]	
~~Independent Living Facilities for Low Income Tenants per Subsection 4102.4.Q(10)(c) [3]~~ Independent Living Facilities in accordance with subsection 4102.4.Q(10)(b) or (c) [3]	$1,295
AMENDMENTS TO PENDING AND PREVIOUSLY APPROVED APPLICATIONS AND EXTENSIONS OF TIME [4][5]	
Applications for Zoning Map and Related Plan Approvals	
Amendment to a pending ~~Pending~~ Application for a Final Development Plan or Development Plan Amendment or PRC Plan	$4,855

INSTRUCTION #24: Revise the minimum parking requirement for a Medical Care Facility contained in Table 6100.2, to establish minimum required parking for a Freestanding Emergency Room. Revise the definition of Medical Care Facility in Section 9103, to clarify that Freestanding Emergency Rooms are considered a type of Medical Care Facility.

Medical Care Facility	**Hospital:** 2.9 spaces per bed licensed by the State **Freestanding Emergency Room:** 3 spaces per 1,000 square feet of gross floor area **Institution providing intensive special medical or mental care:** 1 space per 2 patients **Assisted Living or Nursing Facility:** 1 space per 3 residents

Medical Care Facility

Any institution, place, building, or agency that offers or provides health services and medical, psychiatric, or surgical care to two or more persons, primarily as inpatients, suffering from a health condition, illness, disease, injury, or other physical or mental condition, including but not limited to persons with disabilities. For the purposes of this Ordinance, this term includes a hospital, freestanding emergency room, assisted living facility, nursing facility, and other facilities that may be described as a behavioral health care facility, intermediate/extended care facility, medical school, and other similar institutions or facilities. This term does not include a congregate living facility, continuing care facility, group residential facility, independent living facility, or a medical laboratory. A physician's office, ~~first aid station~~ a medical office providing out-patient services, or an urgent care facility for emergency medical or surgical treatment, ~~medical laboratory~~ that does not operate 24 hours a day and is not designed to receive patients by ambulance, ~~or medical office providing out-patient services.~~ are considered office uses.

…

Freestanding Emergency Room

A freestanding facility, that is located off-site from a hospital campus, offers emergency medical care services under the supervision of licensed emergency medical physicians and their staff, operates 24 hours a day, 365 days a year, and is designed to receive patients by ambulance.

…

INSTRUCTION #25: Revise the definitions of Golf Course or Country Club and Commercial Recreation, Outdoor, contained within Section 9103, to include golf driving ranges.

Golf Course or Country Club

A tract of land designed with a course containing nine or more holes for playing the game of golf and improved with tees, greens, fairways and hazards, ~~or an area designed for driving golf balls into an open area for collection and reuse.~~ This use may include one or more structures containing a clubhouse, restaurant, meeting facilities, lounges, snack bars, swimming pool, tennis ~~or squash~~ courts, shelters, and maintenance facilities. This use may include accessory putting and chipping greens or driving range but may not include a miniature golf course in which only golf putters are used.

Commercial Recreation, Outdoor

A commercial facility devoted to passive or active recreation where activities predominately take place outdoors. Examples of this use include outdoor swimming pools, outdoor athletic fields or courts, outdoor shooting ranges, outdoor golf driving ranges when not associated with a golf course, and similar facilities where the predominant recreation activity takes place outside of a building. This use does not include any use meeting the definition of a golf course or country club or quasi-public parks, playgrounds, and athletic fields.

INSTRUCTION #26: Revise the definitions of Health and Exercise Facility, Large, and Health and Exercise Facility, Small, contained in Section 9103, to clarify that both uses involve sports-related training and instruction. Additionally, edits align the two definitions, so the only distinction between them is the 6,000-square-foot size threshold.[1]

Health and Exercise Facility, Large

An indoor facility exceeding a gross floor area of 6,000 square feet ~~,other than a small health and exercise facility,~~ where patrons participate in exercise or similar activities designed to improve ~~and~~ or preserve physical fitness or athletic skills. Examples include~~, including~~ health clubs~~, and~~ gyms, yoga studios, cycling and other fitness classes, karate and martial arts instruction, sports-related training and instruction, and other similar uses. Accessory uses to serve the members may include child care, restaurant, retail sales, massage therapy, and personal service. This definition does not include a community center or specialized instruction center.

Health and Exercise Facility, Small

An indoor facility having a maximum gross floor area of 6,000 square feet where patrons participate in exercise or similar activities designed to improve ~~and~~ or preserve physical fitness or athletic skills~~, including health clubs, fitness classes, training, and instruction~~. Examples include health clubs, gyms, yoga studios, cycling and other fitness classes, karate and martial arts instruction, sports-related training and instruction, and other similar uses. Accessory uses to serve the members may include child care, restaurant, retail sales, massage therapy, and personal service. This definition does not include a community center or ~~a~~ specialized instruction center.

INSTRUCTION #27: Amend the definition of restaurant contained in Section 9103, to remove the reference to Chapter 27 as it was repealed.

Restaurant

An establishment whose primary business is to prepare and sell food or beverages in a ready-to-consume state for consumption on or off the premises. A restaurant with drive-through, carryout restaurant, convenience store, or craft beverage production establishment as defined herein, is not considered a restaurant.

This use does not include a snack bar or refreshment stand at a public or non-private recreational facility that is operated solely by the agency or group operating the recreational facility as an accessory use for the convenience of the patrons of the facility. Entertainment that is provided for the enjoyment of the patrons and is incidental to the principal dining function may be considered accessory to a restaurant. ~~This entertainment may include dancing by patrons, subject to the licensing requirements of Chapter 27 of the County Code.~~

[1] These proposed edits to the definitions were added following the original publication of the staff report on February 18, 2025, at the direction of the Board during authorization of the public hearings.

INSTRUCTION #28: Remove subsection 2.B(2) from Appendix 1 as shown below and renumber accordingly. In subsection 2.B(4) of Appendix 1, delete provisions related to previous approvals for zoning application fees, revise the language relating to Planned District Recreational Minimum, and renumber/reletter as follows.

APPENDIX 1 - PROVISIONS RELATING TO PREVIOUS APPROVALS

2. Specific Provisions Regarding Previous Approvals

B. Amendments Adopted After May 10, 2023

~~**(2) Sign Regulations (ZO 112.2-2023-3)**~~

~~A comprehensive sign plan accepted for review by September 26, 2023, and approved before March 1, 2024, and any subsequent sign permit application based on the approval are entitled to continue under that approval. A comprehensive sign plan (including amendments to a previously approved comprehensive sign plan) that is accepted for review after September 26, 2023, or is not approved by March 1, 2024, is subject to the special exception provisions of Section 7102.~~

~~(4)~~ (3) ~~Zoning Application Fees and~~ Planned District Recreational Minimum Expenditure (ZO 112.2-2024-7)

~~**(a)** Any application filed before July 1, 2024, is subject to the previous applicable zoning application fee. Any application filed on or after July 1, 2024, if subject to the new application fee.~~

~~**(b)**~~ **(a)** Any rezoning application or proffered condition amendment application proposing to add dwelling units in the PDH, PDC, PRM, and PTC zoning districts that is filed before July 1, 2024, is subject to the previous $1,900 per dwelling unit minimum expenditure for recreational facilities.

(b) Any rezoning or proffered condition amendment application proposing to add dwelling units in the PDH, PDC, PRM, and PTC zoning districts that is filed on or after ~~the effective date~~ July 1, 2024, but prior to July 1, 2025, is subject to the minimum expenditure for recreational facilities of $2,150 per dwelling unit. Any rezoning or proffered condition amendment application proposing to add dwelling units in the PDH, PDC, PRM, and PTC zoning districts that is filed on or after July 1, 2025, is subject to the minimum expenditure for recreational facilities of $2,400 per dwelling unit.

Board Agenda Item
April 22, 2025

3:00 p.m.

Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia—Chapter 4 (Taxation and Finance), Article 13 (Transient Occupancy Tax)

ISSUE:
Public hearing to consider an ordinance to amend Chapter 4, Article 13 of the Fairfax County Code, that would increase the local tax rate for transient occupancy from 4% to 6% effective July 1, 2025 and would make other technical amendments to Article 13.

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board adopt the ordinance to amend Chapter 4, Article 13 of the Fairfax County Code, with an effective date of July 1, 2025.

TIMING:
On March 18, 2025, the Board authorized an advertisement of a public hearing to be held on April 22, 2025, at 3:00 p.m.

BACKGROUND:
Virginia Code § 58.1-3819 authorizes counties to impose a transient occupancy tax (TOT) on the total price paid to rent the use of lodging space for a period of fewer than 30 days. The current rate in Fairfax County is 4%, with 2% allocated to the general fund and another 2% allocated to promoting tourism pursuant to *Virginia Code § 58.1-3824*. The last time this rate was adjusted was in 2004, when the Board adopted the additional 2% for tourism. The 2% TOT for tourism levied by Fairfax County is imposed on space rented from lodging facilities located within the towns of Clifton, Herndon, and Vienna; however, the 2% allocated to the general fund does not apply within the towns. The towns are authorized to levy their own TOT.

For comparative purposes, the following chart shows the TOT rates for surrounding jurisdictions:

Name of Localities	Transient Occupancy Tax Percentage
Northern VA Localities[1]	
Fairfax County[2]	4%
City of Fairfax	4%
Loudoun County	5%
Prince William County	5%
Arlington County	5.25%
City of Falls Church	6%
City of Alexandria	6.5%
Non-VA Localities	
Montgomery Co. (MD)	7%
Prince George Co. (MD)	7%
District of Columbia	15.95%

[1] In addition to the rates noted, a regional transportation tax of 3% is mandated by VA Code § 58.1-1743.
[2] The total TOT levied by Fairfax County for businesses in the Towns of Clifton, Herndon, and Vienna is calculated at the rate of 5% (2% for tourism + 3% for regional transportation). This is in addition to TOT levied by the towns. The additional rates levied by the towns of Herndon and Vienna are 6% and 3% respectively. Town of Clifton does not levy additional TOT

The proposed amendment increases the local TOT rate from 4% to 6%, effective July 1, 2025, allocating an additional 1% to the general fund and 1% to promoting tourism. The revenue for tourism promotion will be held in reserve pending identification of uses after consultation with local tourism industry organizations, including representatives of lodging properties located in the County. This increase in the TOT rate will not apply to properties located within any town.

Additionally, the amendments specify that the TOT is due on the 20th day of the following month, and any amount due will also begin to accrue interest immediately after this date, ensuring uniformity among similar tax types. The proposed amendments also include technical housekeeping changes to provide updated and clarifying language.

EQUITY IMPACT:
None.

FISCAL IMPACT:
The 2% increase on the TOT is projected to generate approximately $13 million in FY 2026. The additional revenue is already reflected in the County Executive's FY 2026 Advertised Budget Plan.

Board Agenda Item
April 22, 2025

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance, Redline.
Attachment 2 – Proposed Ordinance, Clean.

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)
Philip A. Hagen, Director, Department of Management and Budget
Young Tarry, Director, Personal Property and Business License Division, DTA
Gregory A. Bruch, Director, Revenue Collection Division, DTA
Justin Nejad, Assistant Director, Personal Property and Business License Division, DTA
Kimberly Sebunia, Assistant Director, Revenue Collection Division, DTA

ASSIGNED COUNSEL:
Daniel Robinson, Senior Assistant County Attorney

AN ORDINANCE AMENDING ARTICLE 13 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO TRANSIENT OCCUPANCY TAX

Draft of February 4, 2025

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-13-1, 4-13-2, 4-13-5, and 4-13-6, relating to Transient Occupancy Tax.

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

1. **That Sections 4-13-1, 4-13-2, 4-13-5, and 4-13-6 of the Fairfax County Code are amended and readopted as follows:**

CHAPTER 4 – Taxation and Finance.

Article 13. – Transient Occupancy Tax.

Section 4-13-1. – Definitions.

The following words and phrases when used in this Article, for the purposes of this Article, have the meanings respectively ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

Accommodations means any room or rooms, lodgings, accommodations, or space at a Lodging Facility for which tax is imposed on the retail sale of the same pursuant to this Article.

Accommodations fee means the room charge less the discount room charge, if any, provided that the accommodations fee must not be less than $0.

Accommodations intermediary means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including one or more payment processors, between a customer and an accommodations provider.

Accommodations intermediary does not include a person:

(1) If the accommodations are provided by an accommodation provider operating under a trademark, trade name, or service mark belonging to that person;

(2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodation provider to such person; or

(3) Who is licensed as a real estate licensee pursuant to Article 1 (§ 54.1-2100 *et seq*.) of Chapter 21 of Title 54.1 of the Virginia Code, when acting within the scope of such license.

Accommodations provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

County means the County of Fairfax, Virginia.

Director means Director of the Department of Tax Administration or any of duly authorized deputies or agents of the Director.

Discount room charge means the full amount charged by the accommodation provider to the accommodation intermediary, or an affiliate thereof, for furnishing the accommodations.

~~*Hotel*~~*Lodging Facility* means any public or private hotel, inn, apartment hotel, hostelry, tourist camp, tourist cabin, tourist home or house, camping grounds, club, motel, rooming house, any place that offers Short-Term Lodging as defined in subsection 9103.7 of the Fairfax County Zoning Ordinance, or other ~~lodging~~ place within the County offering ~~lodging~~ accommodations for one or more persons at any one time, and the owner and operator thereof, who, for compensation, furnishes ~~lodging~~ accommodations to any transients as hereinafter defined.

Person means individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.

Room charge means the total charge made to, or total price paid by or for, a transient in a retail sale for the use or possession of accommodations at any such Lodging Facility before taxes. "Room charge" includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations fee, facilitation fee, or any other name.

Retail Sale means a sale to any person for any purpose other than for resale.

Transient means any person who, for any period of less than thirty (30) consecutive days either at his own expense or at the expense of another, obtains accommodations in any Lodging Facility as hereinabove defined, for which a charge is made.

Section 4-13-2. – Levy; amount of tax.

(a) Pursuant to Virginia Code § 58.1-3819, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to ~~two~~ three percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town that has imposed a tax on transient occupancy.

(b) Pursuant to Virginia Code § 58.1-3824, and in addition to the tax imposed by subsection a of this Section, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to two percent of the total room charge paid by or for any such transient for the use or possession of accommodations regardless of whether the hotel is located within any town that has imposed a tax on transient occupancy. The tax imposed pursuant to this subsection will be collected and appropriated for those purposes set forth in Virginia Code § 58.1-3824.

~~(b)~~(c) Pursuant to Virginia Code § 58.1-3819, and in addition to the tax imposed by subsections a and b of this Section, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to one percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town whose governing body has not consented to the imposition and levy of the tax pursuant to this subsection. The one percent tax levy imposed pursuant to this subsection c shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with local tourism industry organizations, including representatives of lodging properties located in Fairfax County, attract travelers to Fairfax County, increase occupancy at lodging properties, and generate tourism revenues in Fairfax County.

Section 4-13-5. – Report and remittance of tax.

(a) For any retail sale of accommodations facilitated by an accommodation intermediary, the accommodations intermediary must remit the tax imposed pursuant to this Article to the Director.

(b) For any retail sale of accommodations not facilitated by an accommodation intermediary, the accommodations provider must remit the tax imposed pursuant to this Article to the Director.

(c) For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this Article prohibits such parties from making an agreement regarding which party will be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the Director for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax will be the sole party liable for the tax, and the other parties to such agreement will not be liable for such tax.

(d) The person collecting any such tax required pursuant to this Article must make out a report on such forms and setting forth such information as the Director may prescribe and require, showing the amount of total room charges collected, and the tax required to be collected, and must sign and deliver the same to the Director with a remittance of such tax.

(e) Such reports and remittances must be ~~made~~ submitted to the Director monthly on or before the ~~last~~ twentieth (20th) day of the calendar month and covering the amount of tax collected during the preceding month. If the remittance is by check or money order, it must be payable to the County and all remittances received hereunder by the Director must be promptly delivered to the Director of the Department of Finance.

(f) Each accommodations intermediary must submit to the Director the property addresses and gross receipts for all accommodations facilitated by the accommodation intermediary in Fairfax County on a monthly basis.

Section 4-13-6. – Interest and penalties upon failure or refusal to remit tax.

If any accommodations provider or accommodations intermediary fails or refuses to remit to the Director the tax required to be collected and paid under this Article within the time and in the amount specified in this Article, the Director will add a penalty of five percent of the amount of the taxes required to be remitted. Additionally,~~, and if the tax remains delinquent and unpaid for a period of one month from the date the same is due and payable,~~ interest will be charged on the unpaid balance at the applicable interest rate specified in ~~Section~~ County Code § 4-20-3. Such interest will accrue from the date on which the tax was due and will continue to accrue until the date on which such payment is made in full~~and payable~~.

2. That the provisions of this ordinance shall take effect on July 1, 2025.

GIVEN under my hand this ____ day of _____, 2025.

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

AN ORDINANCE AMENDING ARTICLE 13 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO TRANSIENT OCCUPANCY TAX

Draft of February 4, 2025

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-13-1, 4-13-2, 4-13-5, and 4-13-6, relating to Transient Occupancy Tax.

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

1. **That Sections 4-13-1, 4-13-2, 4-13-5, and 4-13-6 of the Fairfax County Code are amended and readopted as follows:**

CHAPTER 4 – Taxation and Finance.

Article 13. – Transient Occupancy Tax.

Section 4-13-1. – Definitions.

The following words and phrases when used in this Article, for the purposes of this Article, have the meanings respectively ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

Accommodations means any room or rooms, lodgings, accommodations, or space at a Lodging Facility for which tax is imposed on the retail sale of the same pursuant to this Article.

Accommodations fee means the room charge less the discount room charge, if any, provided that the accommodations fee must not be less than $0.

Accommodations intermediary means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including one or more payment processors, between a customer and an accommodations provider.

Accommodations intermediary does not include a person:

(1) If the accommodations are provided by an accommodation provider operating under a trademark, trade name, or service mark belonging to that person;

(2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodation provider to such person; or

(3) Who is licensed as a real estate licensee pursuant to Article 1 (§ 54.1-2100 *et seq*.) of Chapter 21 of Title 54.1 of the Virginia Code, when acting within the scope of such license.

Accommodations provider means any person that furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession or the sale of the right to use or possess.

County means the County of Fairfax, Virginia.

Director means Director of the Department of Tax Administration or any of duly authorized deputies or agents of the Director.

Discount room charge means the full amount charged by the accommodation provider to the accommodation intermediary, or an affiliate thereof, for furnishing the accommodations.

Lodging Facility means any public or private hotel, inn, apartment hotel, hostelry, tourist camp, tourist cabin, tourist home or house, camping grounds, club, motel, rooming house, any place that offers Short-Term Lodging as defined in subsection 9103.7 of the Fairfax County Zoning Ordinance, or other place within the County offering accommodations for one or more persons at any one time, and the owner and operator thereof, who, for compensation, furnishes accommodations to any transients as hereinafter defined.

Person means individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.

Room charge means the total charge made to, or total price paid by or for, a transient in a retail sale for the use or possession of accommodations at any such Lodging Facility before taxes. "Room charge" includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations fee, facilitation fee, or any other name.

Retail Sale means a sale to any person for any purpose other than for resale.

Transient means any person who, for any period of less than thirty (30) consecutive days either at his own expense or at the expense of another, obtains accommodations in any Lodging Facility as hereinabove defined, for which a charge is made.

Section 4-13-2. – Levy; amount of tax.

(a) Pursuant to Virginia Code § 58.1-3819, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to three percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town that has imposed a tax on transient occupancy.

(b) Pursuant to Virginia Code § 58.1-3824, and in addition to the tax imposed by subsection a of this Section, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to two percent of the total room charge paid by or for any such transient for the use or possession of accommodations regardless of whether the hotel is located within any town that has imposed a tax on transient occupancy. The tax imposed pursuant to this subsection will be collected and appropriated for those purposes set forth in Virginia Code § 58.1-3824.

(c) Pursuant to Virginia Code § 58.1-3819, and in addition to the tax imposed by subsections a and b of this Section, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to one percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town whose governing body has not consented to the imposition and levy of the tax pursuant to this subsection. The one percent tax levy imposed pursuant to this subsection c shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with local tourism industry organizations, including representatives of lodging properties located in Fairfax County, attract travelers to Fairfax County, increase occupancy at lodging properties, and generate tourism revenues in Fairfax County.

Section 4-13-5. – Report and remittance of tax.

(a) For any retail sale of accommodations facilitated by an accommodation intermediary, the accommodations intermediary must remit the tax imposed pursuant to this Article to the Director.

(b) For any retail sale of accommodations not facilitated by an accommodation intermediary, the accommodations provider must remit the tax imposed pursuant to this Article to the Director.

(c) For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this Article prohibits such parties from making an agreement regarding which party will be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the Director for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax will be the sole party liable for the tax, and the other parties to such agreement will not be liable for such tax.

(d) The person collecting any such tax required pursuant to this Article must make out a report on such forms and setting forth such information as the Director may prescribe and require, showing the amount of total room charges collected, and the tax required to be collected, and must sign and deliver the same to the Director with a remittance of such tax.

(e) Such reports and remittances must be submitted to the Director monthly on or before the twentieth (20th) day of the calendar month and covering the amount of tax collected during the preceding month. If the remittance is by check or money order, it must be payable to the County and all remittances received hereunder by the Director must be promptly delivered to the Director of the Department of Finance.

(f) Each accommodations intermediary must submit to the Director the property addresses and gross receipts for all accommodations facilitated by the accommodation intermediary in Fairfax County on a monthly basis.

Section 4-13-6. – Interest and penalties upon failure or refusal to remit tax.

If any accommodations provider or accommodations intermediary fails or refuses to remit to the Director the tax required to be collected and paid under this Article within the time and in the amount specified in this Article, the Director will add a penalty of five percent of the amount of the taxes required to be remitted. Additionally, interest will be charged on the unpaid balance at the applicable interest rate specified in County Code § 4-20-3. Such interest will accrue from the date on which the tax was due and will continue to accrue until the date on which such payment is made in full.

2. That the provisions of this ordinance shall take effect on July 1, 2025.

GIVEN under my hand this ____ day of _____, 2025.

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

Board Agenda Item
April 22, 2025

3:00 p.m.

Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia— Chapter 4 (Taxation and Finance), by Adding a New Article 31 Relating to Food and Beverage Tax

ISSUE:
Public hearing to consider an ordinance to amend *Chapter 4 of the Fairfax County Code*, that would add a new article authorizing taxation on food and beverages effective January 1, 2026.

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board adopt the ordinance to amend *Chapter 4, by adding Article 31 – Food and Beverage Tax to the Fairfax County Code*, with an effective date of January 1, 2026.

TIMING:
On March 18, 2025, the Board authorized an advertisement of a public hearing to be held on April 22, 2025, at 3:00 p.m.

BACKGROUND:
Virginia Code § 58.1-3833 authorizes counties to impose a food and beverage tax at a tax rate not to exceed six percent on food and beverages sold for human consumption, by a restaurant, as such term is defined in *§ 35.1-1*.

For comparative purposes, the following chart shows the food and beverage tax rates for surrounding jurisdictions:

Jurisdiction	Food & Beverage Tax Rate
City of Alexandria	5.00%
Arlington County	4.00%
Prince William County	4.00%
City of Fairfax	4.00%
City of Falls Church	4.00%
Loudoun County[1]	--

Town of Herndon	3.75%
Town of Vienna	3%

[1] Loudoun County does not have a Food & Beverage Tax; but a meals tax of between 3.5% and 5% is charged only within certain town limits

The proposed amendment introduces a tax on food and beverages sold as meals by restaurants and caterers as defined in the proposed Article. The rate will be a designated percentage of the amount paid for the food and beverage of no more than 6% and set annually by the Fairfax County Board of Supervisors through a resolution. The proposed ordinance would be effective January 1, 2026, and will set an initial tax rate of no more than 4%. The food and beverage tax return must be filed and payment remitted on or before the twentieth (20th) day of the month covering the amount of tax collected during the preceding month.

In addition, for the purpose of defraying some of the costs incurred by the seller in collecting the tax imposed under the proposed Article, a dealer discount could be included in the ordinance, which would allow every seller who collects and remits the tax in a timely manner a discount of the amount of the tax due. The draft ordinance includes a dealer discount of 3% for the first two years after implementation of the food and beverage tax. Subsequently, beginning on January 1, 2028, and beyond, the draft ordinance reduces the discount allowed to 1% of the tax levied if filed, remitted, and paid on time.

The proposed amendments to *Chapter 4, Article 31 also align the County Code with Virginia Code § 58.1-3833* and confirm the following transactions will not be subject to the food and beverage tax:

- Food and beverages sold through vending machines;
- Food and beverages sold by boardinghouses that do not accommodate transients;
- Food and beverages sold by cafeterias operated by industrial plants for employees only;
- Food and beverages sold by restaurants to their employees as part of their compensation when no charge is made to the employee;
- Food and beverages sold by volunteer fire departments and volunteer emergency medical services agencies (i.e. rescue squads); nonprofit churches or other religious bodies; or educational, charitable, fraternal, or benevolent organizations the first three times per calendar year and, beginning with the fourth time, on the first $100,000 of gross receipts per calendar year from sales of food and beverages (excluding gross receipts from the first three times), as a fundraising activity, the gross proceeds of which are to be used by such church,

religious body or organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes;

- Food and beverages sold by churches that serve meals for their members as a regular part of their religious observances;
- Food and beverages sold by public or private elementary or secondary schools or institutions of higher learning to their students or employees;
- Food and beverages sold by hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents thereof;
- Food and beverages sold by day care centers;
- Food and beverages sold by homes for the aged or infirm individuals, individuals with disabilities, battered women, narcotic addicts, or alcoholics;
- Food and beverages sold by age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees;
- Food and beverages sold by sellers at local farmers markets and roadside stands when such sellers' annual income from such sales does not exceed $2,500. For the exemption described, the sellers' annual income shall include income from sales at all local farmers markets and roadside stands, not just those sales occurring in the locality imposing the tax.
- Food and beverages when used or consumed and paid for by the Commonwealth of Virginia, any political subdivision of the Commonwealth of Virginia, or the United States;
- Food and beverages provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, or needy individuals or individuals with blindness or other disabilities in their homes, or at central locations;
- Food and beverages provided by private establishments that contract with the appropriate agency of the Commonwealth of Virginia to offer food, food products, or beverages for immediate consumption at concession prices to elderly, or needy individuals or individuals with blindness or other disabilities in their homes or at central locations;
- Alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption; and
- Food purchased for human consumption as “food” is defined in the Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to the Act, will not be subject to tax under this Article except for the following items: sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and non-factory sealed beverages.

EQUITY IMPACT:
The implementation of a food and beverage tax would enable the County to better align its tax base with surrounding jurisdictions and would generate a significant portion of revenue from non-County residents. As a result, it is not anticipated that the tax would detrimentally impact equity in the County.

A food and beverage tax would provide an opportunity to diversify the tax base and moderate the impact of the increasing share of the tax burden on homeowners. It is estimated that approximately 34 percent of expenditures on meals are generated by commuters and out-of-County visitors. Additionally, while taxes on unprepared food items are generally considered to be regressive since lower-income households tend to spend larger fractions of their incomes on necessities such as food and clothing, restaurant meals are not considered necessities and, based on the Bureau of Labor Statistics Consumer Expenditure Survey, higher-income households tend to spend a larger share of their food budget on eating out. It is typical for unprepared foods to be taxed at a lower tax rate than other items – as is the case in Virginia.

The proposed ordinance authorizes every seller who collects and remits the tax in a timely manner a discount of the amount of the tax due. The dealer discount would compensate sellers for the technology and record keeping costs of collecting the food and beverage tax.

The Department of Tax Administration plans to translate educational material about the tax, if approved, into multiple languages, and offer technical assistance for each of the County's business owners.

FISCAL IMPACT:
The food and beverage tax is projected to generate the respective revenue amounts in the table below for FY 2026 after expenses to administer the tax. This revenue was not included as part of the FY 2026 Advertised Budget Plan.

Food and Beverage Tax FY 2026 Fiscal Impact Summary [1]			
Percent	**Estimated Revenue [2]**	**County Cost to Implement [3]**	**Total Revenue to County**
1%	$16,975,000	$2,800,000	$14,175,000
2%	$33,950,000	$2,800,000	$31,150,000
3%	$50,925,000	$2,800,000	$48,125,000

4%	$67,900,000	$2,800,000	$65,100,000

[1] Assumes January 1, 2026 implementation
[2] Estimated Revenue net of a 3% dealer discount
[3] Includes 19 positions in the Dept. of Tax Administration & 2 positions in the Dept. of Information Technology

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance, Clean

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)
Philip A. Hagen, Director, Department of Management and Budget
Young Tarry, Director, Personal Property and Business License Division, DTA
Gregory A. Bruch, Director, Revenue Collection Division, DTA
Justin Nejad, Assistant Director, Personal Property and Business License Division, DTA
Kimberly Sebunia, Assistant Director, Revenue Collection Division, DTA

ASSIGNED COUNSEL:
Daniel Robinson, Senior Assistant County Attorney

AN ORDINANCE AMENDING CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO A FOOD AND BEVERAGE TAX

Draft of March 18, 2025

AN ORDINANCE to amend the Fairfax County Code by amending Chapter 4 by adding a new Article 31 relating to a Food and Beverage Tax.

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

1. **That Article 31 of Chapter 4 of the Fairfax County Code is adopted as follows:**

CHAPTER 4 – Taxation and Finance.

Article 31. – Food and Beverage Tax.

Section 4-31-1 – Title.

This ordinance shall hereafter be known, cited and referred to as the Fairfax County "Food and Beverage Tax".

Section 4-31-2 - Definitions.

The following words and phrases, when used in this Article, have, for the purposes of this Article, the following respective meanings except where the context clearly indicates a different meaning:

(a) *Beverage* means alcoholic beverages as defined in Va. Code § 4.1-100 and nonalcoholic beverages served as part of a meal.

(b) *Caterer* means a person who furnishes food on the premises of another for compensation.

(c) *County* means the County of Fairfax, Virginia.

(d) *Director* means Director of the Department of Tax Administration or any duly authorized deputies or agents of the Director.

(e) *Food* means any and all edible refreshments or nourishment, liquid or otherwise, purchased in or from a restaurant or from a caterer, whether or not prepared in such restaurant or by such caterer, and whether or not consumed on the premises

of such restaurant or caterer, and without regard to the manner, time, or place of service.

(f) *Grocery items* mean any food and foodstuffs, green groceries, including whole fruits and vegetables, beverages and household goods usually prepackaged or measured into quantities for household use from containers made for retail grocery or baking sales and usually not suitable for immediate consumption by the purchaser. Grocery items, sometimes called staples, include, by way of illustration and not limitation, sugar, flour, spices, dry pasta, loaves of bread, ground coffee, coffee beans, loose or bagged tea, cooking oils, and canned, bottled and jarred goods.

(g) *Meal* means all food and beverages, including alcoholic beverages, offered or held out for sale for the purpose of consumption by a single person or a group, whether or not eaten in the place where it is bought or prepared including prepared food ready for human consumption at delicatessen counters of grocery and convenience stores in the County. "Meal" does not include grocery items, or snack foods alone or beverages alone.

(h) *Person* means any individual, corporation, partnership, association, cooperative, limited liability company, trust, joint venture, firm, or any other legal or commercial entity and any successor, representative, agent, agency or instrumentality thereof.

(i) *Purchaser* means any person who purchases a meal in exchange for money or other legal consideration.

(j) *Restaurant* means any of the following:

1. Any place where food is prepared for service to the public on or off the premises, or any place where food is served, including lunchrooms, short order places, cafeterias, coffee shops, cafes, taverns, delicatessens, dining accommodations of public or private clubs, kitchen facilities of hospitals and nursing homes, dining accommodations of public and private schools and institutions of higher education, and kitchen areas of local correctional facilities subject to standards adopted under Va. Code § 53.1-68.
2. Any place or operation that prepares or stores food for distribution to persons of the same business operation or of a related business operation for service to the public, including operations preparing or storing food for catering services, pushcart operations, hotdog stands, and other mobile points of service.

3. Mobile points of service to which food is distributed by a place or operation described in subdivision b unless the point of service and of consumption is in a private residence.

4. Any place or operation that prepares or stores food for distribution to child or adult day care centers or schools, regardless of whether the receiving day care center or school holds a restaurant license.

"Restaurant" does not include any place manufacturing packaged or canned foods that are distributed to grocery stores or other similar retailers for sale to the public.

(k) *Seller* means any person who sells food in or from a restaurant or as a caterer.

(l) *Snack food* means pre-packaged doughnuts, chewing gum, candy, popcorn, peanuts, cookies and unopened cans of soda, bags of chips, or similar items sold separately, and not as part of a meal.

Section 4-31-3 – Amount and levy of tax.

Except as set forth in Section 4-31-15 below, there is hereby levied by the County a tax on food and beverages sold as meals by restaurants and caterers. The rate of the tax shall be a designated percent of the amount paid for such food and beverages, which rate will be set annually by the Fairfax County Board of Supervisors through a resolution. In the computation of this tax, any fraction of one-half cent ($0.005) or more shall be treated as one cent ($0.01).

Section 4-31-4 - Situs.

The tax imposed by this Article shall be levied on food and beverages sold as meals by a restaurant or caterer within Fairfax County. Meals delivered by third party delivery services will be taxed based on the location of the restaurant preparing the meal regardless of whether deliveries are inside or outside the County.

Section 4-31-5 - Collection of trust tax by the seller.

(a) Every seller, or the agent thereof, must collect the amount of such tax from the purchaser of such food and beverage at the time the payment is made, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The amount of tax owed by the purchaser shall be added to the cost of the food by the seller who must remit the taxes collected to the county as provided in this Article. Taxes collected by the seller shall be held in trust by the seller until remitted to the County.

(b) The taxes required to be collected under subsection (a) shall be deemed to be held in escrow by the owner or operator required to collect such tax, jointly and severally, until remitted to the County as provided in this Article.

Section 4-31-6 - Authority of Director.

The Director has the power and the duty of enforcing this Article including the authority to adopt reasonable procedures and regulations for the administration of the tax levied by this Article, including enforcing the payment, collection and remittance of the tax.

Section 4-31-7 - Reports and remittances generally.

(a) Every seller collecting the tax imposed by this Article must prepare a report for each calendar month, upon such forms and setting forth such information as the Director may prescribe and require, showing the amount of food and beverage charges collected and the tax required to be collected, and must sign and deliver such report to the Director with a remittance of such tax.

(b) Such reports and remittances must be submitted to the Director monthly on or before the twentieth (20th) day of the calendar month covering the amount of tax collected during the preceding month.

[*OPTIONAL*] Section 4-31-8 – Commission to seller for collection of tax.

For the purpose of defraying some of the costs incurred by the seller in collecting the tax imposed by this Article, every seller who collects and remits the tax levied under this Article in a timely manner shall be allowed ([three percent (3%)] ***or*** [two percent (2%)] ***or*** [1 percent (1%)] of the amount of the tax due and accounted for in the form of a deduction on his return for the first two years after implementation of the food and beverage tax. Subsequently, beginning on January 1, 2028 and beyond, the discount allowed will be one percent (1%) of the tax levied if filed, remitted and paid in a timely manner.

Section 4-31-9 – Penalty and interest for failure to remit taxes when due.

Any seller who fails or refuses to remit taxes to the Director as set forth in this Article will be liable for a penalty equal to ten percent of the amount of the taxes required to be remitted. Additionally, interest will be charged on the unpaid balance at the applicable interest rate specified in County Code § 4-20-3. Such interest shall accrue from the first day following the date on which the tax was due and will continue to accrue until the date on which such payment is made in full.

Section 4-31-10 - Penalty for late remittance or false return.

If any seller fails or refuses to collect the taxes or to make the report and remittance required by this Article, the Director shall determine and assess against the seller the taxes that are due plus the penalties and interest computed upon the basis of the best information available to him and shall notify the seller by mail of the total amount of such taxes, interest, and penalties charged. The seller shall pay the total amount of taxes, interest, and penalties or the Director shall proceed to collect the taxes by other lawful means.

Section 4-31-11 - Preservation of records.

Except as may be provided by the Director, it shall be the duty of every person required to collect and remit the taxes levied under this Article to keep and preserve, for a period of at least the current year and the three prior years, all records as are necessary to enable the Director to determine the amount of taxes such seller was responsible for collecting and remitting to the County. The Director shall have all rights to summon, inspect, and copy such records as permitted by Title 58.1 of the Code of Virginia in order to administer or enforce the terms of this Article.

Section 4-31-12 - Duty of seller going out of business.

Whenever any seller required to collect and remit the taxes imposed under this Article disposes of or otherwise ceases to operate its business, all taxes payable to the County under this Article shall become immediately due and payable, and such seller must immediately make a report and remit the taxes due.

Section 4-31-13 – Criminal penalties for violation of Article.

(a) Any person willfully violating, failing, or refusing to comply with any provision of this Article shall be guilty of a Class 1 misdemeanor except that any person failing to file shall be guilty of a Class 3 misdemeanor if the amount of tax lawfully assessed in connection with a return is one thousand dollars ($1,000.00) or less. Conviction of such violation shall not relieve any person from the payment, collection or remittance of the taxes provided for in this Article. Any agreement by any person to pay the taxes provided for in this Article by a series of installment payments shall not relieve any person of criminal liability for violation of this Article until the full amount of taxes agreed to be paid by such person is received by the Director. Each failure, refusal, neglect or violation, and each day's continuance thereof, shall constitute a separate offense.

(b) Except as provided in subsection (a) above, any corporate, partnership or limited liability company officer, as defined in Code of Virginia § 58.1-3906, or any other

person required to pay, collect, or truthfully account for and pay over the tax imposed under this Article, who willfully fails to collect or truthfully account for or pay over such tax, or who willfully evades or attempts to evade or defeat such tax or payment thereof, shall, in addition to any other penalties imposed by law, be guilty of a Class 1 misdemeanor.

Sec. 4-31-14 - Tips, gratuities and service charges.

(a) Where a purchaser provides a gratuity for an employee or employees of a seller, and the gratuity is wholly in the discretion of the purchaser, the gratuity is not subject to the tax imposed by this Article, whether paid in cash to the employee or added to the bill and charged to the purchaser's account, provided, in the latter case, the full amount of the gratuity is turned over to the employee by the seller.

(b) A mandatory gratuity or service charge that is added to the price of the meal by the seller, and required to be paid by the purchaser, is not a part of the selling price of the meal and is exempt from the tax imposed by this Article, but only to the extent that such mandatory charge does not exceed 20% of the sale price.

Section 4-31-15 – Exemptions from tax.

The following transactions are not subject to the tax under this Article:

(a) Food and beverages sold through vending machines;

(b) Food and beverages sold by boardinghouses that do not accommodate transients;

(c) Food and beverages sold by cafeterias operated by industrial plants for employees only;

(d) Food and beverages sold by restaurants to their employees as part of their compensation when no charge is made to the employee;

(e) Food and beverages sold by volunteer fire departments and volunteer emergency medical services agencies (i.e. rescue squads); nonprofit churches or other religious bodies; or educational, charitable, fraternal, or benevolent organizations the first three times per calendar year and, beginning with the fourth time, on the first $100,000 of gross receipts per calendar year from sales of food and beverages (excluding gross receipts from the first three times), as a fundraising activity, the gross proceeds of which are to be used by such church, religious body or organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes;

(f) Food and beverages sold by churches that serve meals for their members as a regular part of their religious observances;

(g) Food and beverages sold by public or private elementary or secondary schools or institutions of higher learning to their students or employees;

(h) Food and beverages sold by hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents thereof;

(i) Food and beverages sold by day care centers;

(j) Food and beverages sold by homes for the aged or infirm individuals, individuals with disabilities, battered women, narcotic addicts, or alcoholics;

(k) Food and beverages sold by age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees;

(l) Food and beverages sold by sellers at local farmers markets and roadside stands when such sellers' annual income from such sales does not exceed $2,500. For the exemption described, the sellers' annual income shall include income from sales at all local farmers markets and roadside stands, not just those sales occurring in the locality imposing the tax.

(m) Food and beverages when used or consumed and paid for by the Commonwealth of Virginia, any political subdivision of the Commonwealth of Virginia, or the United States;

(n) Food and beverages provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, or needy individuals or individuals with blindness or other disabilities in their homes, or at central locations;

(o) Food and beverages provided by private establishments that contract with the appropriate agency of the Commonwealth of Virginia to offer food, food products, or beverages for immediate consumption at concession prices to elderly, or needy individuals or individuals with blindness or other disabilities in their homes or at central locations;

(p) Alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption; and

Food purchased for human consumption as “food” is defined in the Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to the Act, will not be subject to tax under this Article except for the following items: sandwiches,

salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and non-factory sealed beverages.

2. **That for the time period from January 1, 2026 until June 30, 2026 the tax rate imposed by this ordinance will be ([4] *or* [3] *or* [2] *or* [1]) percent of the amount paid for food and beverages sold as meals by restaurants and caterers, subject to the provisions of this Article 31 of Chapter 4 of the Fairfax County Code.**

3. **That the provisions of this ordinance shall take effect on January 1, 2026.**

GIVEN under my hand this ____ day of _____, 2025.

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
April 22, 2025

3:00 p.m.

Public Hearing on Proposed Amendments to Section 67.1-10-2 of the Fairfax County Code Relating to Sewer Charges

ISSUE:
The Board of Supervisors' adoption of an ordinance to amend and readopt *Fairfax County (County) Code Section 67.1-10-2*, relating to Sewer Charges:

1) Re-affirming the Availability Charges (including the fixture unit rate) for FY 2025 through FY 2029, and establishing the Availability Charges for FY 2030;
2) Re-affirming the Sewer Service Charges for FY 2025 through FY 2029, and establishing the Sewer Service Charges for FY 2030;
3) Re-affirming the Base Charges for FY 2025 through FY 2029, and establishing the Base Charges for FY 2030; and
4) Re-affirming the Connection Charges, Lateral Spur Charges, and Hauled Wastewater Charges for FY 2025, and maintaining the same charges as FY 2025 for FY 2026.

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 they are accurately priced.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) adopt the amended ordinances as set forth in Attachment I.

TIMING:
On March 4, 2025, the Board authorized an advertisement of a public hearing to be held on April 22, 2025, at 3:00 p.m. Public notices of the ordinance revisions were advertised on April 8 and April 15, 2025. The decision on the sewer rate revisions will coincide with the markup and adoption of the FY 2026 Advertised Budget Plan. FY2026 new charges will become effective on July 1, 2025, if adopted by the Board.

Board Agenda Item
April 22, 2025

BACKGROUND:
In December 2024, the Wastewater Management Program (Program) and its consultants, Raftelis, completed the annual "Revenue Sufficiency and Rate Analysis" (the Rate Study) for the Sewer System. Based on the results of the Rate Study, no changes are proposed to the previously approved rates for FY 2026 to FY 2029 and new rates are proposed for FY 2030.

The following proposed 5-year rate schedule will meet the Program's current and projected 5-year revenue requirements of approximately $1.8 billion by increasing the Availability Charges, the Sewer Service Charges, and the 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 the 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**.

PROPOSED AVAILABILITY CHARGE SCHEDULE

The County has completed reviewing the adequacy of the amount of the Availability Charges. Based on the results of this review, the Availability Charges are proposed to increase to $9,218 in FY 2026 from $9,038 in FY 2025, a 1.0 percent increase for a single-family residence in FY 2026 for the purchase of capacity in the system, plus an additional 1.0 percent increase due to the revised sewer reimbursement policy, as ~~was~~ identified in the prior fiscal year rate study. Proposed Availability Charge increases for a single-family residence in FY 2027 to FY 2030 are 1.0 percent for the purchase of capacity in the system, plus an addition 1.0 percent due to the revised sewer reimbursement policy, as identified in the prior fiscal year. 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 Charges is as follows:

AVAILABILITY CHARGE SCHEDULE
Proposed New Rates in **Bold**

Type of Connection	Current Rate	**New Rates**				
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	**FY 2030**
Single-Family Detached	$9,038	$9,218	$9,398	$9,578	$9,759	**$9,941**
Lodging House, Hotel, Inn, or Tourist Cabin	$9,038	$9,218	$9,398	$9,578	$9,759	**$9,941**
Townhouse	$7,231	$7,374	$7,518	$7,662	$7,807	**$7,953**

Apartment	$7,231	$7,374	$7,518	$7,662	$7,807	**$7,953**
Mobile Home	$7,231	$7,374	$7,518	$7,662	$7,807	**$7,953**
Any other residential dwelling unit	$7,231	$7,374	$7,518	$7,662	$7,807	**$7,953**
Hotels, Motels, or Dormitory rental unit	$2,260	$2,304	$2,349	$2,394	$2,440	**$2,485**

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),* multiplied by 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 2025	FY 2026	FY 2027	FY 2028	FY 2029	**FY 2030**
Nonresidential per fixture unit	$452	$461	$470	$479	$488	**$497**

PROPOSED SEWER SERVICE CHARGE SCHEDULE

The following proposed Sewer Service Charge of $9.33 per 1,000 gallons of water consumption in FY 2026 will recover a portion of the sewer system costs in FY 2026 based on the volume of water consumed by commercial customers and the volume of the winter quarter average consumed by residential customers, or the actual water consumption, whichever is less. 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 2025	FY 2026	FY 2027	FY 2028	FY 2029	**FY 2030**
Sewer Service Charge	$8.81	$9.33	$9.88	$10.46	$11.08	**$11.74**

Board Agenda Item
April 22, 2025

PROPOSED BASE CHARGE SCHEDULE

The following proposed Base Charge of $52.62 per quarterly bill for FY 2026 will recover approximately 25.9 percent of the sewer system costs in FY 2026. Industry practice is to recover 25 to 30 percent of the total costs through a Base Charge. To strive toward such a recovery rate, a phased-in approach is being proposed, as shown in the table on the following page.

BASE CHARGE SCHEDULE*
Cost ($) per Quarterly Bill
Proposed New Rates in **Bold**

Type of Connection	Current Rate	New Rates				
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	**FY 2030**
Residential (3/4" meter)	$49.73	$52.62	$55.78	$59.08	$62.57	**$66.27**
All customers based on meter size						
3/4" and smaller, or no meter	$49.73	$52.62	$55.78	$59.08	$62.57	**$66.27**
1"	$124.33	$131.55	$139.45	$147.70	$156.43	**$165.68**
1 1/2"	$248.65	$263.10	$278.90	$295.40	$312.85	**$331.35**
2"	$397.84	$420.96	$446.24	$472.64	$500.56	**$530.16**
3"	$745.95	$789.30	$836.70	$886.20	$938.55	**$994.05**
4"	$1,243.25	$1,315.50	$1,394.50	$1,477.00	$1,564.25	**$1,656.75**
6"	$2,486.50	$2,631.00	$2,789.00	$2,954.00	$3,128.50	**$3,313.50**
8"	$3,978.40	$4,209.60	$4,462.40	$4,726.40	$5,005.60	**$5,301.60**
10" and larger	$5,718.95	$6,051.30	$6,414.70	$6,794.20	$7,195.55	**$7,621.05**

***Adjustment to the Base Charge for non-residential 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 car wash 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 2025 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 car wash water, landfill leachate, or other such low-strength waste.

The County's sewer charges remain very competitive on a local basis. Below are the 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 2024 (FY 2025). 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 2024 (FY 2025)
Based on 16,000 gallons per quarter for all jurisdictions

Jurisdiction*	Average Annual Sewer Service Billing	Sewer Availability Fees
DCWASA	**$1,368**	**$2,809**
City of Alexandria	**$1,123**	**$10,859**
WSSC (improved)	**$954**	**$15,000**
Fairfax County	**$763**	**$9,038**
Arlington County	**$714**	**$3,720**
Prince William County	**$631**	**$11,700**
Loudoun Water	**$529**	**$9,519**

Quarterly Base Charges for Sewer Service for Residential Customers	
DC Water	$ 75.32
Fairfax County	**$ 49.73**
Alexandria Renew Enterprises	$ 43.71
Washington Suburban Sanitation Commission	$ 40.39
Prince William County Service Authority	$ 40.20
Loudoun Water	$ 40.11

Arlington	$ 13.95
Neighboring Utilities Average	**$ 42.28**

EQUITY IMPACT:
This Board action 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. They are also the primary revenue source for the repayment of the proposed sewer revenue bonds to be sold, and current as well as future estimated rates are included in the annual County budget documents. 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 Department of Public Works and Environmental Services (DPWES) administers an integrated sewer system, with fees dedicated to capital improvements County-wide, regardless of the amount of fees contributed. Fairfax County also surpasses the Environmental Protection Agency (EPA) national average for good control of its sewer system by controlling sanitary sewer overflows with aggressive cleaning of sewers Countywide.

The Fairfax County Wastewater Management Program also ensures the 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. The Sewer Service Area map shows the Fairfax County 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 a Base Charge. The volumetric charge is based on the amount of water consumed by a customer, providing customers with the ability to reduce the amount of water they use and thereby reduce the amount they are charged. In addition, the volumetric charge for residential units is capped at the volume of water used during winter quarter months or the actual use, whichever is less. So, residential customers are not charged a wastewater fee for water used outside of the house (e.g., for landscape irrigation~~,~~ or 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 EPA's Financial Capability Assessment Guidance. One common measure of rate affordability is to evaluate the typical residential bill (annualized) relative to the annual median household income ("MHI") within the service area. Industry standards consider a wastewater bill at one percent or lower than the MHI as having a low potential economic impact on residents. The proposed residential wastewater charges for the County in 2026 would be 0.6 percent of MHI, well below the lowest industry threshold.

The sewer rate equity impact is further addressed by the County-wide programs that assist low-income households and those living in vulnerable communities, as well as Fairfax Water's policy for providing water service. Fairfax Water bills ratepayers on behalf of the 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 payments.
- Refer~~s~~ 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 County-wide programs. Ratepayers who are struggling to pay their water and sewer bills are typically experiencing other hardships, and several 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 staff fluent in 17 languages.
- Provides a CAREVAN, which targets areas of food insecurity, and Title I schools to provide food pantry availability.
- Community Services Planning (CSP) conducts 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 that reflects the 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.

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, as the LIHWAP is a federally funded program that will expire when funding is expended. Under current state law, DPWES is not empowered to establish a sewer fee to assist low-income and vulnerable households. As a County in the Commonwealth of Virginia, Fairfax County is subject to the Dillon Rule and can only establish programs and ordinances expressly authorized by Virginia law. 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 2026, assuming water usage for a typical residential customer of 16,000 gallons per quarter (or 64,000 gallons per year), the annual sewer bill will be approximately $807.60, which is an increase of 5.9 percent, or $44.84, over the FY 2025 annual sewer bill. cThis is equivalent to an increase of $3.74 per month.

In FY 2026, revenue is projected to be $317.3 million, which is an increase of approximately $13.2 million over the *FY 2025 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.

Board Agenda Item
April 22, 2025

ENCLOSED DOCUMENTS:
Attachment 1: The Proposed Amendment to Chapter 67.1 Article 10 (Charges), Section 2 of the Code of the County of Fairfax (Clean Version)
Attachments 2: Proposed Amendment to Chapter 67.1 Article 10 (Charges), Section 2 of the County of Fairfax (with Amendments Tracked)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

ASSIGNED COUNSEL:
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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 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
(A)	Single-Family Detached	$9,038	$9,218	$9,398	$9,578	$9,759	$9,941
(B)	Lodging House, Hotel, Inn or Tourist Cabin	$9,038	$9,218	$9,398	$9,578	$9,759	$9,941
(C)	Townhouse	$7,231	$7,374	$7,518	$7,662	$7,807	$7,953
(D)	Apartment	$7,231	$7,374	$7,518	$7,662	$7,807	$7,953
(E)	Mobile Home	$7,231	$7,374	$7,518	$7,662	$7,807	$7,953
(F)	Any other residential dwelling unit	$7,231	$7,374	$7,518	$7,662	$7,807	$7,953

(G)	Hotel, Motel, or Dormitory rental unit	$2,260	$2,304	$2,349	$2,394	$2,440	$2,485

(2) *Commercial and all other uses:* The following schedule of fixture unit rates for computing availability charges for all nonresidential uses is hereby established and imposed:

	Fiscal Year (July 1-June 30)					
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Fixture unit rate	$452	$461	$470	$479	$488	$497

The availability charge 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 (VUSBC), (as amended), Section 101.2, Note 1, which incorporates by reference the 2012 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum charge equivalent to one single-family detached dwelling per premises. For Significant Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System and other industrial or commercial Users determined by the Director to have processes generating significant wastewater flows, the availability charge will be calculated on the basis of equivalent units. One equivalent unit is equal to 280 gallons per day and rated equal to one single-family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users and other industrial or commercial Users determined by the Director to have processes generating significant flow will be equal to the current rate for a single-family detached dwelling unit times the number of equivalent units associated with the permitted flow. The number of equivalent units is equal to the permitted or projected flow in gallons per day divided by 280 gallons per day. Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other equipment, or such other rates as the Director shall determine.

(3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate applicable to each fiscal year is subject to annual review by the Board.

(b) *Connection Charges.*

(1) *Residential and community uses:* Except as otherwise provided herein, there is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers, or other such similar community uses, to the Facilities of the County.

(2) *All other uses:* There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum charge of $15,250) for the connection of all other uses to the Facilities of the County.

(3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4) For the purposes of Section 67.1-10-2(b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

(c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of $600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.

(d) *Service charges:* There are hereby established and imposed the following sanitary sewer service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)					
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sewer Service Charge, $/1,000 gallons	$8.81	$9.33	$9.88	$10.46	$11.08	$11.74

(e) *Base charges:* There are hereby established and imposed the following quarterly base charges in addition to the sewer service charge:

BASE CHARGE Cost ($) per Quarterly Bill						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Residential Base Charge	$49.73	$52.62	$55.78	$59.08	$62.57	$66.27

Commercial: (meter size)						
¾" and smaller, or no meter	$49.73	$52.62	$55.78	$59.08	$62.57	$66.27
1"	$124.33	$131.55	$139.45	$147.70	$156.43	$165.68
1½"	$248.65	$263.10	$278.90	$295.40	$312.85	$331.35
2"	$397.84	$420.96	$446.24	$472.64	$500.56	$530.16
3"	$745.95	$789.30	$836.70	$886.20	$938.55	$994.05
4"	$1,243.25	$1,315.50	$1,394.50	$1,477.00	$1,564.25	$1,656.75
6"	$2,486.50	$2,631.00	$2,789.00	$2,954.00	$3,128.50	$3,313.50
8"	$3,978.40	$4,209.60	$4,462.40	$4,726.40	$5,005.60	$5,301.60
10" and larger	$5,718.95	$6,051.30	$6,414.70	$6,794.20	$7,195.55	$7,621.05

If requested, the Base Charge for nonresidential customers, who have irrigation systems and other water uses that do not enter the sewer system, will be adjusted. Calculations prepared by a Virginia licensed professional engineer must be provided to demonstrate what size of main water meter would be necessary for the building to accommodate only the water that enters the sewer system. The Base Charge will be adjusted based on the calculated meter size. In no case the Base Charge will be smaller than that for ¾" meter.

(1) *Effective date:* The Service charges and Base charges will change on July 1st of each new fiscal year. For metered accounts, the change is effective with meter readings beginning October 1st of each year. For unmetered accounts, the change is effective with billings beginning October 1st of each year.

(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).

(D) The winter-quarter-maximum consumption is determined as follows:

(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.

(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.

(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.

(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

by such meter. The cost of all inspections required by the foregoing provisions for elective metering, as determined by normal cost accounting methods, shall be an additional charge for sanitary sewer service to the premises on which such meter or meters are installed.

(E) For single-family premises as in (e)(2)(A) not able to register valid meter readings for the measurement of winter-quarter-consumption the following billing method shall apply:

(i) Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.

(ii) Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.

(3) Premises not having metered water supply or having both well water and public metered water supply:

(A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate ($/1,000 gallons). In the alternative, any such single-family residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.

(B) All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load Factors for All Other Premises. There shall be an additional charge equal to the effective unit cost ($/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

(f) Hauled Wastewater Charges*:* There are hereby established and imposed the following Hauled Wastewater Charges:

(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, landfill leachate, or any such low- strength wastewater.

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

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 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
20 or less	1.00	140.96	149.28	158.08	167.36	177.28	187.84
21 to 30	1.25	176.20	186.60	197.60	209.20	221.60	234.80
31 to 40	1.45	204.39	216.46	229.22	242.67	257.06	272.37
41 to 50	1.60	225.54	238.85	252.93	267.78	283.65	300.54
51 to 60	1.75	246.68	261.24	276.64	292.88	310.24	328.72
61 to 70	1.90	267.82	283.63	300.35	317.98	336.83	356.90
71 to 80	2.05	288.97	306.02	324.06	343.09	363.42	385.07
81 to 90	2.20	310.11	328.42	347.78	368.19	390.02	413.25
91 to 100	2.30	324.21	343.34	363.58	384.93	407.74	432.03
101 to 110	2.40	338.30	358.27	379.39	401.66	425.47	450.82
111 to 120	2.55	359.45	380.66	403.10	426.77	452.06	478.99
121 to 130	2.65	373.54	395.59	418.91	443.50	469.79	497.78
131 to 140	2.75	387.64	410.52	434.72	460.24	487.52	516.56
141 to 150	2.85	401.74	425.45	450.53	476.98	505.25	535.34
151 to 160	2.95	415.83	440.38	466.34	493.71	522.98	554.13

161 to 170	3.05	429.93	455.30	482.14	510.45	540.70	572.91
171 to 180	3.15	444.02	470.23	497.95	527.18	558.43	591.70
181 to 190	3.25	458.12	485.16	513.76	543.92	576.16	610.48
191 to 200	3.35	472.22	500.09	529.57	560.66	593.89	629.26
201 to 210	3.45	486.31	515.02	545.38	577.39	611.62	648.05
211 to 220	3.55	500.41	529.94	561.18	594.13	629.34	666.83
221 to 230	3.65	514.50	544.87	576.99	610.86	647.07	685.62
231 to 240	3.75	528.60	559.80	592.80	627.60	664.80	704.40
241 to 250	3.85	542.70	574.73	608.61	644.34	682.53	723.18
251 to 260	3.90	549.74	582.19	616.51	652.70	691.39	732.58
261 to 270	4.00	563.84	597.12	632.32	669.44	709.12	751.36
271 to 280	4.05	570.89	604.58	640.22	677.81	717.98	760.75
281 to 290	4.10	577.94	612.05	648.13	686.18	726.85	770.14
291 to 300	4.15	584.98	619.51	656.03	694.54	735.71	779.54
301 to 310	4.20	592.03	626.98	663.94	702.91	744.58	788.93
311 to 320	4.30	606.13	641.90	679.74	719.65	762.30	807.71
321 to 330	4.40	620.22	656.83	695.55	736.38	780.03	826.50
331 to 340	4.50	634.32	671.76	711.36	753.12	797.76	845.28
341 to 350	4.60	648.42	686.69	727.17	769.86	815.49	864.06
351 to 360	4.70	662.51	701.62	742.98	786.59	833.22	882.85

361 to 370	4.80	676.61	716.54	758.78	803.33	850.94	901.63
371 to 380	4.90	690.70	731.47	774.59	820.06	868.67	920.42
381 to 390	5.00	704.80	746.40	790.40	836.80	886.40	939.20
391 to 400	5.10	718.90	761.33	806.21	853.54	904.13	957.98
401 to 410	5.20	732.99	776.26	822.02	870.27	921.86	976.77
411 to 420	5.30	747.09	791.18	837.82	887.01	939.58	995.55
421 to 430	5.40	761.18	806.11	853.63	903.74	957.31	1,014.34
431 to 440	5.50	775.28	821.04	869.44	920.48	975.04	1,033.12
441 to 450	5.60	789.38	835.97	885.25	937.22	992.77	1,051.90
451 to 460	5.70	803.47	850.90	901.06	953.95	1,010.50	1,070.69
461 to 470	5.80	817.57	865.82	916.86	970.69	1,028.22	1,089.47
471 to 480	5.90	831.66	880.75	932.67	987.42	1,045.95	1,108.26
481 to 490	6.00	845.76	895.68	948.48	1,004.16	1,063.68	1,127.04
491 to 500	6.10	859.86	910.61	964.29	1,020.90	1,081.41	1,145.82
501 to 525	6.25	881.00	933.00	988.00	1,046.00	1,108.00	1,174.00
526 to 550	6.50	916.24	970.32	1,027.52	1,087.84	1,152.32	1,220.96
551 to 575	6.75	951.48	1,007.64	1,067.04	1,129.68	1,196.64	1,267.92
576 to 600	7.00	986.72	1,044.96	1,106.56	1,171.52	1,240.96	1,314.88
601 to 625	7.25	1,021.96	1,082.28	1,146.08	1,213.36	1,285.28	1,361.84
626 to 650	7.50	1,057.20	1,119.60	1,185.60	1,255.20	1,329.60	1,408.80

651 to 675	7.75	1,092.44	1,156.92	1,225.12	1,297.04	1,373.92	1,455.76
676 to 700	8.00	1,127.68	1,194.24	1,264.64	1,338.88	1,418.24	1,502.72
701 to 725	8.20	1,155.87	1,224.10	1,296.26	1,372.35	1,453.70	1,540.29
726 to 750	8.40	1,184.06	1,253.95	1,327.87	1,405.82	1,489.15	1,577.86
751 to 775	8.60	1,212.26	1,283.81	1,359.49	1,439.30	1,524.61	1,615.42
776 to 800	8.80	1,240.45	1,313.66	1,391.10	1,472.77	1,560.06	1,652.99
801 to 825	9.00	1,268.64	1,343.52	1,422.72	1,506.24	1,595.52	1,690.56
826 to 850	9.20	1,296.83	1,373.38	1,454.34	1,539.71	1,630.98	1,728.13
851 to 875	9.35	1,317.98	1,395.77	1,478.05	1,564.82	1,657.57	1,756.30
876 to 900	9.50	1,339.12	1,418.16	1,501.76	1,589.92	1,684.16	1,784.48
901 to 925	9.65	1,360.26	1,440.55	1,525.47	1,615.02	1,710.75	1,812.66
926 to 950	9.80	1,381.41	1,462.94	1,549.18	1,640.13	1,737.34	1,840.83
951 to 975	9.95	1,402.55	1,485.34	1,572.90	1,665.23	1,763.94	1,869.01
976 to 1,000	10.15	1,430.74	1,515.19	1,604.51	1,698.70	1,799.39	1,906.58
1,001 to 1,050	10.55	1,487.13	1,574.90	1,667.74	1,765.65	1,870.30	1,981.71
1,051 to 1,100	10.90	1,536.46	1,627.15	1,723.07	1,824.22	1,932.35	2,047.46
1,101 to 1,150	11.30	1,592.85	1,686.86	1,786.30	1,891.17	2,003.26	2,122.59

1,151 to 1,200	11.70	1,649.23	1,746.58	1,849.54	1,958.11	2,074.18	2,197.73
1,201 to 1,250	12.00	1,691.52	1,791.36	1,896.96	2,008.32	2,127.36	2,254.08
1,251 to 1,300	12.35	1,740.86	1,843.61	1,952.29	2,066.90	2,189.41	2,319.82
1,301 to 1,350	12.70	1,790.19	1,895.86	2,007.62	2,125.47	2,251.46	2,385.57
1,351 to 1,400	13.00	1,832.48	1,940.64	2,055.04	2,175.68	2,304.64	2,441.92
1,401 to 1,450	13.25	1,867.72	1,977.96	2,094.56	2,217.52	2,348.96	2,488.88
1,451 to 1,500	13.50	1,902.96	2,015.28	2,134.08	2,259.36	2,393.28	2,535.84
1,501 to 1,600	14.05	1,980.49	2,097.38	2,221.02	2,351.41	2,490.78	2,639.15
1,601 to 1,700	14.60	2,058.02	2,179.49	2,307.97	2,443.46	2,588.29	2,742.46
1,701 to 1,800	15.15	2,135.54	2,261.59	2,394.91	2,535.50	2,685.79	2,845.78
1,801 to 1,900	15.70	2,213.07	2,343.70	2,481.86	2,627.55	2,783.30	2,949.09
1,901 to 2,000	16.25	2,290.60	2,425.80	2,568.80	2,719.60	2,880.80	3,052.40
2,001 to 2,100	16.80	2,368.13	2,507.90	2,655.74	2,811.65	2,978.30	3,155.71

2,101 to 2,200	17.35	2,445.66	2,590.01	2,742.69	2,903.70	3,075.81	3,259.02
2,201 to 2,300	17.90	2,523.18	2,672.11	2,829.63	2,995.74	3,173.31	3,362.34
2,301 to 2,400	18.45	2,600.71	2,754.22	2,916.58	3,087.79	3,270.82	3,465.65
2,401 to 2,500	19.00	2,678.24	2,836.32	3,003.52	3,179.84	3,368.32	3,568.96
2,501 to 2,600	19.55	2,755.77	2,918.42	3,090.46	3,271.89	3,465.82	3,672.27
2,601 to 2,700	20.10	2,833.30	3,000.53	3,177.41	3,363.94	3,563.33	3,775.58
2,701 to 2,800	20.65	2,910.82	3,082.63	3,264.35	3,455.98	3,660.83	3,878.90
2,801 to 2,900	21.20	2,988.35	3,164.74	3,351.30	3,548.03	3,758.34	3,982.21
2,901 to 3,000	21.75	3,065.88	3,246.84	3,438.24	3,640.08	3,855.84	4,085.52
3,001 to 4,000	26.00	3,664.96	3,881.28	4,110.08	4,351.36	4,609.28	4,883.84
4,001 to 5,000	29.50	4,158.323,993.12	4,403.76	4,663.36	4,937.12	5,229.76	5,541.28
5,001 to 6,000	33.00	4,651.68	4,926.24	5,216.64	5,522.88	5,850.24	6,198.72
6,001 to 7,000	36.40	5,130.94	5,433.79	5,754.11	6,091.90	6,452.99	6,837.38

7,001 to 8,000	39.60	5,582.02	5,911.49	6,259.97	6,627.46	7,020.29	7,438.46
8,001 to 9,000	42.75	6,026.04	6,381.72	6,757.92	7,154.64	7,578.72	8,030.16
9,001 to 10,000	46.00	6,484.16	6,866.88	7,271.68	7,698.56	8,154.88	8,640.64
10,001 to 11,000	48.85	6,885.90	7,292.33	7,722.21	8,175.54	8,660.13	9,175.98
11,001 to 12,000	51.60	7,273.54	7,702.85	8,156.93	8,635.78	9,147.65	9,692.54
12,001 to 13,000	54.60	7,696.42	8,150.69	8,631.17	9,137.86	9,679.49	10,256.06
13,001 to 14,000	57.40	8,091.10	8,568.67	9,073.79	9,606.46	10,175.87	10,782.02
14,001 to 15,000	60.00	8,457.60	8,956.80	9,484.80	10,041.60	10,636.80	11,270.40

NOTES:

(1) Base charge is not included in rates above.

GIVEN under my hand this _____ day of _____, 2025

_____
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 2025~~4~~	FY 2026~~5~~	FY 2027~~6~~	FY 2028~~7~~	FY 2029~~8~~	FY 2030~~29~~
(A)	Single-Family Detached	$9,038 ~~$8,860~~	$9,218 ~~$9,038~~	$9,398 ~~$9,218~~	$9,578~~$9,398~~	$9,759~~$9,578~~	$9,941~~759~~
(B)	Lodging House, Hotel, Inn or Tourist Cabin	$9,038 ~~$8,860~~	$9,218 ~~$9,038~~	$9,398 ~~$9,218~~	$9,578~~$9,398~~	$9,759~~$9,578~~	$9,941~~759~~
(C)	Townhouse	$7,231 ~~$7,088~~	$7,374 ~~$7,231~~	$7,518 ~~$7,374~~	$7,662~~$7,518~~	$7,807~~$7,662~~	$7,953~~807~~
(D)	Apartment	$7,231 ~~$7,088~~	$7,374 ~~$7,231~~	$7,518 ~~$7,374~~	$7,662~~$7,518~~	$7,807~~$7,662~~	$7,953~~807~~

(E)	Mobile Home	$7,231 ~~$7,088~~	$7,374 ~~$7,231~~	$7,518 ~~$7,374~~	$7,662~~$7,518~~	$7,807~~$7,662~~	$7,953~~807~~
(F)	Any other residential dwelling unit	$7,231 ~~$7,088~~	$7,374 ~~$7,231~~	$7,518 ~~$7,374~~	$7,662~~$7,518~~	$7,807~~$7,662~~	$7,953~~807~~
(G)	Hotel, Motel, or Dormitory rental unit	$2,260 ~~$2,215~~	$2,304 ~~$2,260~~	$2,349 ~~$2,304~~	$2,394~~$2,349~~	$2,440~~$2,394~~	$2,48540

(2) *Commercial and all other uses:* The following schedule of fixture unit rates for computing availability charges for all nonresidential uses is hereby established and imposed:

	Fiscal Year (July 1-June 30)					
	FY 2025~~4~~	FY 2026~~5~~	FY 2027~~6~~	FY 2028~~7~~	FY 2029~~8~~	FY 2030~~29~~
Fixture unit rate	$452 ~~$443~~	$461 ~~$452~~	$470 ~~$461~~	$479 ~~$470~~	$488~~$479~~	$4978~~8~~

The availability charge 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 (VUSBC), (as amended), Section 101.2, Note 1, which incorporates by reference the 2012 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum charge equivalent to one single-family detached dwelling per premises. For Significant Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System and other industrial or commercial Users determined by the Director to have processes generating significant wastewater flows, the availability charge will be calculated on the basis of equivalent units. One equivalent unit is equal to 280 gallons per day and rated equal to one single-family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users and other industrial or commercial Users determined by the Director to have processes generating significant flow will be equal to the current rate for a single-family detached dwelling unit times the number of equivalent units associated with the permitted flow. The number of equivalent units is equal to the permitted or projected flow in gallons per day divided by 280 gallons per day. Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to

drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other equipment, or such other rates as the Director shall determine.

(3) *Effective date:* The rate will change on July 1st of each new fiscal year. The rate applicable to each fiscal year is subject to annual review by the Board.

(b) *Connection Charges.*

(1) *Residential and community uses:* Except as otherwise provided herein, there is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers, or other such similar community uses, to the Facilities of the County.

(2) *All other uses:* There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum charge of $15,250) for the connection of all other uses to the Facilities of the County.

(3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4) For the purposes of Section 67.1-10-2(b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

(c) *Lateral spur charges:* There is hereby established and imposed a lateral spur charge of $600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.

(d) *Service charges:* There are hereby established and imposed the following sanitary sewer service charges:

	Sewer Service Charges — Fiscal Year (July 1 - June 30)					
	FY 2025~~4~~	FY 2026~~5~~	FY 2027~~6~~	FY 2028~~7~~	FY 2029~~8~~	FY 2030~~29~~
Sewer Service Charge, $/1,000 gallons	$8.81 ~~$8.46~~	$9.33 ~~$8.81~~	$9.88 ~~$9.33~~	$10.46 ~~$9.88~~	$11.08~~$10.46~~	$11.74~~08~~

(e) *Base charges:* There are hereby established and imposed the following quarterly base charges in addition to the sewer service charge:

BASE CHARGE Cost ($) per Quarterly Bill						
	FY 20245	FY 20265	FY 20276	FY 20287	FY 20298	FY 203029
Residential Base Charge	$49.73 ~~$44.81~~	$52.62 ~~$49.73~~	$55.78 ~~$52.62~~	$59.08 ~~$55.78~~	$62.57~~$59.08~~	$66.27~~2.57~~
Commercial: (meter size)						
¾" and smaller, or no meter	$49.73 ~~$44.81~~	$52.62 ~~$49.73~~	$55.78 ~~$52.62~~	$59.08 ~~$55.78~~	$62.57~~$59.08~~	$66.27~~2.57~~
1"	$124.33 ~~$112.03~~	$131.55 ~~$124.33~~	$139.45 ~~$131.55~~	$147.70 ~~$139.45~~	$156.43~~$147.70~~	$165.68~~56.43~~
1½"	$248.65 ~~$224.05~~	$263.10 ~~$248.65~~	$278.90 ~~$263.10~~	$295.40 ~~$278.90~~	$312.85~~$295.40~~	$331.35~~12.85~~
2"	$397.84 ~~$358.48~~	$420.96 ~~$397.84~~	$446.24 ~~$420.96~~	$472.64 ~~$446.24~~	$500.56~~$472.64~~	$530.16~~00.56~~
3"	$745.95 ~~$672.15~~	$789.30 ~~$745.95~~	$836.70 ~~$789.30~~	$886.20~~$836.70~~	$938.55~~$886.20~~	$994.05~~38.55~~
4"	$1,243.25 ~~$1,120.25~~	$1,315.50 ~~$1,243.25~~	$1,394.50 ~~$1,315.50~~	$1,477.00 ~~$1,394.50~~	$1,564.25~~$1,477.00~~	$1,656.75~~564.25~~
6"	$2,486.50 ~~$2,240.50~~	$2,631.00 ~~$2,486.50~~	$2,789.00 ~~$2,631.00~~	$2,954.00 ~~$2,789.00~~	$3,128.50~~$2,954.00~~	$3,313.50~~128.50~~

8"	$3,978.40 ~~$3,584.80~~	$4,209.60 ~~$3,978.40~~	$4,462.40 ~~$4,209.60~~	$4,726.40 ~~$4,462.40~~	$5,005.60~~$4,726.40~~	$5,301.60~~005.60~~
10" and larger	$5,718.95 ~~$5,153.15~~	$6,051.30 ~~$5,718.95~~	$6,414.70 ~~$6,051.30~~	$6,794.20 ~~$6,414.70~~	$7,195.55~~$6,794.20~~	$7,621.05~~195.55~~

If requested, the Base Charge for nonresidential customers, who have irrigation systems and other water uses that do not enter the sewer system, will be adjusted. Calculations prepared by a Virginia licensed professional engineer must be provided to demonstrate what size of main water meter would be necessary for the building to accommodate only the water that enters the sewer system. The Base Charge will be adjusted based on the calculated meter size. In no case the Base Charge will be smaller than that for ¾" meter.

(1) *Effective date:* The Service charges and Base charges will change on July 1st of each new fiscal year. For metered accounts, the change is effective with meter readings beginning October 1st of each year. For unmetered accounts, the change is effective with billings beginning October 1st of each year.

(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).

(D) The winter-quarter-maximum consumption is determined as follows:

(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.

(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.

(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.

(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 by such meter. The cost of all inspections required by the foregoing provisions for elective metering, as determined by normal cost accounting methods, shall be an additional charge for sanitary sewer service to the premises on which such meter or meters are installed.

(E) For single-family premises as in (e)(2)(A) not able to register valid meter readings for the measurement of winter-quarter-consumption the following billing method shall apply:

(i) Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.

(ii) Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.

(3) Premises not having metered water supply or having both well water and public metered water supply:

(A) Single-family dwellings, as in (e)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate ($/1,000 gallons). In the alternative, any such single-family residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.

(B) All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC, Table I and Table II Fixture Units and Load Factors for All Other Premises. There shall be an additional charge equal to the effective unit cost ($/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

(f) Hauled Wastewater Charges*:* There are hereby established and imposed the following Hauled Wastewater Charges:

(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, landfill leachate, or any such low- strength wastewater.

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 20254	FY 20265	FY 20276	FY 20287	FY 20298	FY 20302 9
20 or less	1.00	140.96135.36	149.28 140.96	158.08 149.28	167.36158.08	177.28167.36	187.84177.28
21 to 30	1.25	176.20169.20	186.60 176.20	197.60 186.60	209.20197.60	221.60209.20	234.80221.60
31 to 40	1.45	204.39 196.27	216.46 204.39	229.22 216.46	242.67229.22	257.06242.67	272.37257.06
41 to 50	1.60	225.54216.58	238.85 225.54	252.93 238.85	267.78 252.93	283.65267.78	300.54283.65
51 to 60	1.75	246.68 236.88	261.24 246.68	276.64 261.24	292.88276.64	310.24292.88	328.72310.24
61 to 70	1.90	267.82 257.18	283.63 267.82	300.35 283.63	317.98 300.35	336.83317.98	356.90336.83
71 to 80	2.05	288.97 277.49	306.02 288.97	324.06 306.02	343.09 324.06	363.42343.09	385.07363.42

81 to 90	2.20	310.11 ~~297.79~~	328.42~~310.11~~	347.78~~328.42~~	368.19 ~~347.78~~	390.02~~368.19~~	413.25~~390.02~~
91 to 100	2.30	324.21 ~~311.33~~	343.34 ~~324.21~~	363.58 ~~343.34~~	384.93~~363.58~~	407.74~~384.93~~	432.03~~407.74~~
101 to 110	2.40	338.30~~324.86~~	358.27 ~~338.30~~	379.39 ~~358.27~~	401.66 ~~379.39~~	425.47~~401.66~~	450.82~~425.47~~
111 to 120	2.55	359.45 ~~345.17~~	380.66 ~~359.45~~	403.10 ~~380.66~~	426.77 ~~403.10~~	452.06~~426.77~~	478.99~~452.06~~
121 to 130	2.65	373.54 ~~358.70~~	395.59~~373.54~~	418.91~~395.59~~	443.50~~418.91~~	469.79~~443.50~~	497.78~~469.79~~
131 to 140	2.75	387.64~~372.24~~	410.52 ~~387.64~~	434.72 ~~410.52~~	460.24 ~~434.72~~	487.52~~460.24~~	516.56~~487.52~~
141 to 150	2.85	401.74~~385.78~~	425.45~~401.74~~	450.53~~425.45~~	476.98~~450.53~~	505.25~~476.98~~	535.34~~505.25~~
151 to 160	2.95	415.83~~399.31~~	440.38~~415.83~~	466.34~~440.38~~	493.71~~466.34~~	522.98~~493.71~~	554.13~~522.98~~
161 to 170	3.05	429.93~~412.85~~	455.30~~429.93~~	482.14~~455.30~~	510.45~~482.14~~	540.70~~510.45~~	572.91~~540.70~~
171 to 180	3.15	444.02~~426.38~~	470.23~~444.02~~	497.95~~470.23~~	527.18~~497.95~~	558.43~~527.18~~	591.70~~558.43~~

181 to 190	3.25	458.12~~439.92~~	485.16~~458.12~~	513.76~~485.16~~	543.92~~513.76~~	576.16~~543.92~~	610.48~~576.16~~
191 to 200	3.35	472.22~~453.46~~	500.09~~472.22~~	529.57~~500.09~~	560.66~~529.57~~	593.89~~560.66~~	629.26~~593.89~~
201 to 210	3.45	486.31~~466.99~~	515.02~~486.31~~	545.38~~515.02~~	577.39~~545.38~~	611.62~~577.39~~	648.05~~611.62~~
211 to 220	3.55	500.41~~480.53~~	529.94~~500.41~~	561.18~~529.94~~	594.13~~561.18~~	629.34~~594.13~~	666.83~~629.34~~
221 to 230	3.65	514.50~~494.06~~	544.87~~514.50~~	576.99~~544.87~~	610.86~~576.99~~	647.07~~610.86~~	685.62~~647.07~~
231 to 240	3.75	528.60~~507.60~~	559.80~~528.60~~	592.80~~559.80~~	627.60~~592.80~~	664.80~~627.60~~	704.40~~664.80~~
241 to 250	3.85	542.70~~521.14~~	574.73~~542.70~~	608.61~~574.73~~	644.34~~608.61~~	682.53~~644.34~~	723.18~~682.53~~
251 to 260	3.90	549.74~~527.90~~	582.19~~549.74~~	616.51~~582.19~~	652.70~~616.51~~	691.39~~652.70~~	732.58~~691.39~~
261 to 270	4.00	563.84~~541.44~~	597.12~~563.84~~	632.32~~597.12~~	669.44~~632.32~~	709.12~~669.44~~	751.36~~709.12~~
271 to 280	4.05	570.89~~548.21~~	604.58~~570.89~~	640.22~~604.58~~	677.81~~640.22~~	717.98~~677.81~~	760.75~~717.98~~

281 to 290	4.10	577.94554.98	612.05577.94	648.13612.05	686.18648.13	726.85686.18	770.14726.85
291 to 300	4.15	584.98561.74	619.51584.98	656.03619.51	694.54656.03	735.71694.54	779.54735.71
301 to 310	4.20	592.03568.51	626.98592.03	663.94626.98	702.91663.94	744.58702.91	788.93744.58
311 to 320	4.30	606.13582.05	641.90606.13	679.74641.90	719.65679.74	762.30719.65	807.71762.30
321 to 330	4.40	620.22595.58	656.83620.22	695.55656.83	736.38695.55	780.03736.38	826.50780.03
331 to 340	4.50	634.32609.12	671.76634.32	711.36671.76	753.12711.36	797.76753.12	845.28797.76
341 to 350	4.60	648.42622.66	686.69648.42	727.17686.69	769.86727.17	815.49769.86	864.06815.49
351 to 360	4.70	662.51636.19	701.62662.51	742.98701.62	786.59742.98	833.22786.59	882.85833.22
361 to 370	4.80	676.61649.73	716.54676.61	758.78716.54	803.33758.78	850.94803.33	901.63850.94
371 to 380	4.90	690.70663.26	731.47690.70	774.59731.47	820.06774.59	868.67820.06	920.42868.67

381 to 390	5.00	704.80676.80	746.40704.80	790.40746.40	836.80790.40	886.40836.80	939.20886.40
391 to 400	5.10	718.90690.34	761.33718.90	806.21761.33	853.54806.21	904.13853.54	957.98904.13
401 to 410	5.20	732.99703.87	776.26732.99	822.02776.26	870.27822.02	921.86870.27	976.77921.86
411 to 420	5.30	747.09717.41	791.18747.09	837.82791.18	887.01837.82	939.58887.01	995.55939.58
421 to 430	5.40	761.18730.94	806.11761.18	853.63806.11	903.74853.63	957.31903.74	1,014.34957.31
431 to 440	5.50	775.28744.48	821.04775.28	869.44821.04	920.48869.44	975.04920.48	1,033.12975.04
441 to 450	5.60	789.38758.02	835.97789.38	885.25835.97	937.22885.25	992.77937.22	1,051.90992.77
451 to 460	5.70	803.47771.55	850.90803.47	901.06850.90	953.95901.06	1,010.50953.95	1,070.691,010.50
461 to 470	5.80	817.57785.09	865.82817.57	916.86865.82	970.69916.86	1,028.22970.69	1,089.471,028.22
471 to 480	5.90	831.66798.62	880.75831.66	932.67880.75	987.42932.67	1,045.95987.42	1,108.261,045.95

481 to 490	6.00	845.76812.16	895.68845.76	948.48895.68	1,004.16948.48	1,063.681,004.16	1,127.041,063.68
491 to 500	6.10	859.86825.70	910.61859.86	964.29910.61	1,020.90964.29	1,081.411,020.90	1,145.821,081.41
501 to 525	6.25	881.00846.00	933.00881.00	988.00933.00	1,046.00988.00	1,108.001,046.00	1,174.001,108.00
526 to 550	6.50	916.24879.84	970.32916.24	1,027.52970.32	1,087.841,027.52	1,152.321,087.84	1,220.961,152.32
551 to 575	6.75	951.48913.68	1,007.64951.48	1,067.041,007.64	1,129.681,067.04	1,196.641,129.68	1,267.921,196.64
576 to 600	7.00	986.72947.52	1,044.96986.72	1,106.561,044.96	1,171.521,106.56	1,240.961,171.52	1,314.881,240.96
601 to 625	7.25	1,021.96981.36	1,082.281,021.96	1,146.081,082.28	1,213.361,146.08	1,285.281,213.36	1,361.841,285.28
626 to 650	7.50	1,057.201,015.20	1,119.601,057.20	1,185.601,119.60	1,255.201,185.60	1,329.601,255.20	1,408.801,329.60
651 to 675	7.75	1,092.441,049.04	1,156.921,092.44	1,225.121,156.92	1,297.041,225.12	1,373.921,297.04	1,455.761,373.92
676 to 700	8.00	1,127.681,082.88	1,194.241,127.68	1,264.641,194.24	1,338.881,264.64	1,418.241,338.88	1,502.721,418.24

701 to 725	8.20	1,155.87~~1,109.95~~	1,224.10~~1,155.87~~	1,296.26~~1,224.10~~	1,372.35~~1,296.26~~	1,453.70~~1,372.35~~	1,540.29~~1,453.70~~
726 to 750	8.40	1,184.06~~1,137.02~~	1,253.95~~1,184.06~~	1,327.87~~1,253.95~~	1,405.82~~1,327.87~~	1,489.15~~1,405.82~~	1,577.86~~1,489.15~~
751 to 775	8.60	1,212.26~~1,164.10~~	1,283.81~~1,212.26~~	1,359.49~~1,283.81~~	1,439.30~~1,359.49~~	1,524.61~~1,439.30~~	1,615.42~~1,524.61~~
776 to 800	8.80	1,240.45~~1,191.17~~	1,313.66~~1,240.45~~	1,391.10~~1,313.66~~	1,472.77~~1,391.10~~	1,560.06~~1,472.77~~	1,652.99~~1,560.06~~
801 to 825	9.00	1,268.64~~1,218.24~~	1,343.52~~1,268.64~~	1,422.72~~1,343.52~~	1,506.24~~1,422.72~~	1,595.52~~1,506.24~~	1,690.56~~1,595.52~~
826 to 850	9.20	1,296.83~~1,245.31~~	1,373.38~~1,296.83~~	1,454.34~~1,373.38~~	1,539.71~~1,454.34~~	1,630.98~~1,539.71~~	1,728.13~~1,630.98~~
851 to 875	9.35	1,317.98~~1,265.62~~	1,395.77~~1,317.98~~	1,478.05~~1,395.77~~	1,564.82~~1,478.05~~	1,657.57~~1,564.82~~	1,756.30~~1,657.57~~
876 to 900	9.50	1,339.12~~1,285.92~~	1,418.16~~1,339.12~~	1,501.76~~1,418.16~~	1,589.92~~1,501.76~~	1,684.16~~1,589.92~~	1,784.48~~1,684.16~~
901 to 925	9.65	1,360.26~~1,306.22~~	1,440.55~~1,360.26~~	1,525.47~~1,440.55~~	1,615.02~~1,525.47~~	1,710.75~~1,615.02~~	1,812.66~~1,710.75~~
926 to 950	9.80	1,381.41~~1,326.53~~	1,462.94~~1,381.41~~	1,549.18~~1,462.94~~	1,640.13~~1,549.18~~	1,737.34~~1,640.13~~	1,840.83~~1,737.34~~

951 to 975	9.95	1,402.551,346.83	1,485.341,402.55	1,572.901,485.34	1,665.231,572.90	1,763.941,665.23	1,869.011,763.94
976 to 1,000	10.15	1,430.741,373.90	1,515.191,430.74	1,604.511,515.19	1,698.701,604.51	1,799.391,698.70	1,906.581,799.39
1,001 to 1,050	10.55	1,487.131,428.05	1,574.901,487.13	1,667.741,574.90	1,765.651,667.74	1,870.301,765.65	1,981.711,870.30
1,051 to 1,100	10.90	1,536.461,475.42	1,627.151,536.46	1,723.071,627.15	1,824.221,723.07	1,932.351,824.22	2,047.461,932.35
1,101 to 1,150	11.30	1,592.851,529.57	1,686.861,592.85	1,786.301,686.86	1,891.171,786.30	2,003.261,891.17	2,122.592,003.26
1,151 to 1,200	11.70	1,649.231,583.71	1,746.581,649.23	1,849.541,746.58	1,958.111,849.54	2,074.181,958.11	2,197.732,074.18
1,201 to 1,250	12.00	1,691.521,624.32	1,791.361,691.52	1,896.961,791.36	2,008.321,896.96	2,127.362,008.32	2,254.082,127.36
1,251 to 1,300	12.35	1,740.861,671.70	1,843.611,740.86	1,952.291,843.61	2,066.901,952.29	2,189.412,066.90	2,319.822,189.41

1,301 to 1,350	12.70	1,790.191,719.07	1,895.861,790.19	2,007.621,895.86	2,125.472,007.62	2,251.462,125.47	2,385.572,251.46
1,351 to 1,400	13.00	1,832.481,759.68	1,940.641,832.48	2,055.041,940.64	2,175.682,055.04	2,304.642,175.68	2,441.922,304.64
1,401 to 1,450	13.25	1,867.721,793.52	1,977.961,867.72	2,094.561,977.96	2,217.522,094.56	2,348.962,217.52	2,488.882,348.96
1,451 to 1,500	13.50	1,902.961,827.36	2,015.281,902.96	2,134.082,015.28	2,259.362,134.08	2,393.282,259.36	2,535.842,393.28
1,501 to 1,600	14.05	1,980.491,901.81	2,097.381,980.49	2,221.022,097.38	2,351.412,221.02	2,490.782,351.41	2,639.152,490.78
1,601 to 1,700	14.60	2,058.021,976.26	2,179.492,058.02	2,307.972,179.49	2,443.462,307.97	2,588.292,443.46	2,742.462,588.29
1,701 to 1,800	15.15	2,135.542,050.70	2,261.592,135.54	2,394.912,261.59	2,535.502,394.91	2,685.792,535.50	2,845.782,685.79
1,801 to 1,900	15.70	2,213.072,125.15	2,343.702,213.07	2,481.862,343.70	2,627.552,481.86	2,783.302,627.55	2,949.092,783.30

1,901 to 2,000	16.25	2,290.60~~2,199.60~~	2,425.80~~2,290.60~~	2,568.80~~2,425.80~~	2,719.60~~2,568.80~~	2,880.80~~2,719.60~~	3,052.40~~2,880.80~~
2,001 to 2,100	16.80	2,368.13~~2,274.05~~	2,507.90~~2,368.13~~	2,655.74~~2,507.90~~	2,811.65~~2,655.74~~	2,978.30~~2,811.65~~	3,155.71~~2,978.30~~
2,101 to 2,200	17.35	2,445.66~~2,348.50~~	2,590.01~~2,445.66~~	2,742.69~~2,590.01~~	2,903.70~~2,742.69~~	3,075.81~~2,903.70~~	3,259.02~~3,075.81~~
2,201 to 2,300	17.90	2,523.18~~2,422.94~~	2,672.11~~2,523.18~~	2,829.63~~2,672.11~~	2,995.74~~2,829.63~~	3,173.31~~2,995.74~~	3,362.34~~3,173.31~~
2,301 to 2,400	18.45	2,600.71~~2,497.39~~	2,754.22~~2,600.71~~	2,916.58~~2,754.22~~	3,087.79~~2,916.58~~	3,270.82~~3,087.79~~	3,465.65~~3,270.82~~
2,401 to 2,500	19.00	2,678.24~~2,571.84~~	2,836.32~~2,678.24~~	3,003.52~~2,836.32~~	3,179.84~~3,003.52~~	3,368.32~~3,179.84~~	3,568.96~~3,368.32~~
2,501 to 2,600	19.55	2,755.77~~2,646.29~~	2,918.42~~2,755.77~~	3,090.46~~2,918.42~~	3,271.89~~3,090.46~~	3,465.82~~3,271.89~~	3,672.27~~3,465.82~~
2,601 to 2,700	20.10	2,833.30~~2,720.74~~	3,000.53~~2,833.30~~	3,177.41~~3,000.53~~	3,363.94~~3,177.41~~	3,563.33~~3,363.94~~	3,775.58~~3,563.33~~

2,701 to 2,800	20.65		2,910.822,795.18	3,082.632,910.82	3,264.353,082.63	3,455.983,264.35	3,660.833,455.98	3,878.903,660.83
2,801 to 2,900	21.20		2,988.352,869.63	3,164.742,988.35	3,351.303,164.74	3,548.033,351.30	3,758.343,548.03	3,982.213,758.34
2,901 to 3,000	21.75		3,065.882,944.08	3,246.843,065.88	3,438.243,246.84	3,640.083,438.24	3,855.843,640.08	4,085.523,855.84
3,001 to 4,000	26.00		3,664.963,519.36	3,881.283,664.96	4,110.083,881.28	4,351.364,110.08	4,609.284,351.36	4,883.844,609.28
4,001 to 5,000	29.50		4,158.323,993.12	4,403.764,158.32	4,663.364,403.76	4,937.124,663.36	5,229.764,937.12	5,541.285,229.76
5,001 to 6,000	33.00		4,651.684,466.88	4,926.244,651.68	5,216.644,926.24	5,522.885,216.64	5,850.245,522.88	6,198.725,850.24
6,001 to 7,000	36.40		5,130.944,927.10	5,433.795,130.94	5,754.115,433.79	6,091.905,754.11	6,452.996,091.90	6,837.386,452.99
7,001 to 8,000	39.60		5,582.025,360.26	5,911.495,582.02	6,259.975,911.49	6,627.466,259.97	7,020.296,627.46	7,438.467,020.29

8,001 to 9,000	42.75		6,026.045,786.64	6,381.726,026.04	6,757.926,381.72	7,154.646,757.92	7,578.727,154.64	8,030.167,578.72
9,001 to 10,000	46.00		6,484.166,226.56	6,866.886,484.16	7,271.686,866.88	7,698.567,271.68	8,154.887,698.56	8,640.648,154.88
10,001 to 11,000	48.85		6,885.906,612.34	7,292.336,885.90	7,722.217,292.33	8,175.547,722.21	8,660.138,175.54	9,175.988,660.13
11,001 to 12,000	51.60		7,273.546,984.58	7,702.857,273.54	8,156.937,702.85	8,635.788,156.93	9,147.658,635.78	9,692.549,147.65
12,001 to 13,000	54.60		7,696.427,390.66	8,150.697,696.42	8,631.178,150.69	9,137.868,631.17	9,679.499,137.86	10,256.069,679.49
13,001 to 14,000	57.40		8,091.107,769.66	8,568.678,091.10	9,073.798,568.67	9,606.469,073.79	10,175.879,606.46	10,782.0210,175.87
14,001 to 15,000	60.00		8,457.608,121.60	8,956.808,457.60	9,484.808,956.80	10,041.609,484.80	10,636.8010,041.60	11,270.4010,636.80

NOTES:

(1) Base charge is not included in rates above.

GIVEN under my hand this _____ day of _____, 2025~~4~~

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
April 22, 2025

3:00 p.m.

Public Hearing on the FY 2026 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 2026 Advertised Budget Plan are based on a Real Estate Tax rate of $1.14 per $100 of assessed value. However, a balance of $5,619,575 remains unallocated and is available for the Board's consideration. A real estate tax rate of $1.14 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 2026 budget. Action on the tax rate is recommended to take place on May 13, 2025, as part of the annual adoption of the tax rate resolution, after the public hearings on the FY 2026 Advertised Budget Plan beginning on April 22, 2025, and the Board markup on May 6, 2025.

TIMING:
On March 18, 2025, the Board authorized advertisement of a public hearing to be held on April 22, 2025, at 3:00 p.m.

BACKGROUND:
The FY 2026 Advertised Budget Plan is based on a real estate tax rate of $1.14 per $100 of assessed value. The tax rate included in the proposed budget is an increase of $0.015 over the FY 2025 Adopted Budget Plan. Based on the total assessed value of existing property, the effective tax rate 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 2026 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 4.68 percent, including an increase of 6.17 percent for residential real property and a decrease of 0.38 percent for non-residential real property. As a result, most property owners would experience an increase in their real estate tax bill.

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 4.68 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 $1.0747 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 $1.14 per $100 of assessed value. The difference between the lowered tax rate and the proposed rate would be $0.0653 per $100, or 6.08 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 4.16 percent[1].

EQUITY IMPACT:
The County is committed to fostering an inclusive and equitable environment where all individuals have the opportunity to thrive. The Department Management and Budget (DMB) recognizes that budget decisions can significantly impact equity; therefore, the department strives to ensure that financial planning and resource allocation promote fairness and justice. The commitment to equity is reflected in budget priorities outlined by the Board of Supervisors and resource allocation aims to meet these initiatives. Budget development is specifically guided by the following equity goals and principles: accessibility, participation, transparency, and impact assessment. In particular, DMB considers how funding decisions impact populations and places, address causes of inequities and disparities, and are informed by the voice of impacted populations. This focus on equity creates a more just and inclusive County not only for residents and visitors but also for the County workforce.

Board Agenda Item
April 22, 2025

FISCAL IMPACT:
The advertised FY 2026 real estate tax rate of $1.14 per $100 of assessed value results in the revenue projections outlined in the FY 2026 Advertised Budget Plan. If the tax rate is lowered to a rate of $1.0747 per $100 of assessed value as described by *Virginia Code Section 58.1-3321*, then the revenue projection set forth in the FY 2026 Advertised Budget Plan would decrease by $221.7 million.

ENCLOSED DOCUMENTS:
None.

STAFF:
Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer/Deputy County Executive
Jaydeep Doshi, Director, Department of Tax Administration
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

ASSIGNED COUNSEL:
Patricia McCay, Deputy County Attorney

[1] The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2026 disbursements as shown in the FY 2026 Advertised Budget Plan reflect a decrease of 0.13 percent from the FY 2025 level.

Board Agenda Item
April 22, 2025

4:00 p.m.

Public Hearing on the FY 2026 Advertised Budget Plan, the FY 2026 – FY 2030 Advertised Capital Improvement Program (with Future Fiscal Years to 2035) and to Amend the Current Appropriation Level of the FY 2025 Revised Budget Plan as Proposed in the FY 2025 Third Quarter Review (Public Hearings Continue on April 23 and 24)

EQUITY IMPACT:
The County is committed to fostering an inclusive and equitable environment where all individuals have the opportunity to thrive. The Department Management and Budget (DMB) recognizes that budget decisions can significantly impact equity; therefore, the department strives to ensure that financial planning and resource allocation promote fairness and justice. The commitment to equity is reflected in budget priorities outlined by the Board of Supervisors and resource allocation aims to meet these initiatives. Budget development is specifically guided by the following equity goals and principles: accessibility, participation, transparency, and impact assessment. In particular, DMB considers how funding decisions impact populations and places, address causes of inequities and disparities, and are informed by the voice of impacted populations. This focus on equity creates a more just and inclusive County not only for residents and visitors but also for the County workforce.

ENCLOSED DOCUMENTS:
None. Board Members will receive the Planning Commission's recommendations on the FY 2026 – FY 2030 Advertised Capital Improvement Program (With Future Fiscal Years to 2035) prior to the April 22, 2025, meeting.

Board Members are directed to the following budget documents available online at the links provided below:

1. *FY 2025 Third Quarter Review*
   https://www.fairfaxcounty.gov/budget/fy-2025-third-quarter-review

2. FY 2026 Advertised Budget Plan
   https://www.fairfaxcounty.gov/budget/advertised-budget-plan

3. FY 2026 – FY 2030 Advertised Capital Improvement Program (With Future Fiscal Years to 2035)
   https://www.fairfaxcounty.gov/budget/fy-2026-fy-2030-advertised-capital-improvement-program-cip

Board Agenda Item
April 22, 2025

STAFF:
Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer/Deputy County Executive
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