

MOTION:

**May 19, 2020
Regular Meeting
Res. No. 20-**

SECOND:

RE: APPROVE – MINUTES – APRIL 28, 2020

ACTION:

WHEREAS, on April 28, 2020, at 7:30 p.m., the Prince William Board of County Supervisors convened its regular meeting in the Board’s chamber, located in the James J. McCoart Administration Building, One County Complex Court, Prince William, Virginia; and

WHEREAS, the Prince William Board of County Supervisors conducted business in accordance with a published agenda dated April 28, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the minutes of April 28, 2020.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

ATTEST: _____

Clerk to the Board

MOTION: WHEELER

**April 28, 2020
Regular Meeting
Res. No. 20-323**

SECOND: VEGA

RE: AMEND – PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS' AGENDA OF APRIL 28, 2020, TO CONSIDER THE PUBLIC HEARINGS BEFORE THE CLOSED MEETING DISCUSSION

ACTION: APPROVED

WHEREAS, the Prince William Board of County Supervisors' Agenda of April 28, 2020, lists three public hearings; and

WHEREAS, the Prince William Board of County Supervisors' Agenda of April 28, 2020, includes a closed meeting; and

WHEREAS, the Board desires to prevent the applicant, their representatives, and the public from having to wait unnecessarily for the closed meeting discussion to conclude; and

WHEREAS, due to the COVID-19 pandemic and the technology that is being used to conduct the Board meetings, the closed meeting discussion will have to be held in Board Chambers, which has been secured to ensure confidentiality;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby amends the Prince William Board of County Supervisors' Agenda of April 28, 2020, to consider the public hearings before the closed meeting discussion.

Votes:

Ayes: Angry, Bailey, Boddy, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: Candland

Absent from Meeting: None

ATTEST:



Clerk to the Board

MOTION: BODDYE

**April 28, 2020
Regular Meeting
Res. No. 20-324**

SECOND: ANGRY

**RE: APPROVE REQUEST TO PARTICIPATE REMOTELY THROUGH ELECTRONIC
COMMUNICATION MEANS**

ACTION: APPROVED

WHEREAS, the Prince William Board of County Supervisors (Board) adopted a policy in its Rules of Procedure pursuant to Section 2.2-3708.2, VA Code Ann., to allow for remote participation by Members of the Board; and

WHEREAS, in accordance with the Board's policy, Supervisor Candland notified the Chair that the Member is requesting permission from the Board to electronically participate at the Board's April 28, 2020, meeting; and

WHEREAS, Supervisor Candland certified that he is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents his physical presence; and

WHEREAS, the remote location from which Supervisor Candland plans to electronically participate is his personal residence; and this remote location will not be open to the public; and

WHEREAS, Supervisor Candland verified that his participation in any closed session of the meeting shall remain confidential and not be disclosed to any unauthorized persons or entities; and

WHEREAS, pursuant to the Board's policy, a request for electronic participation from a remote location shall be approved unless participation violates the Board's policy or any provisions of the Virginia Freedom of Information Act;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the request to participate in the meeting through electronic communication means in accordance with the Board's policy; a quorum of the Board was physically assembled at one primary or central location; and arrangements were made for the voice of Supervisor Candland to be heard by all persons at the primary or central meeting location.

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Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: Candland

Absent from Meeting: None

For Information:

County Attorney

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Res. No. 20-325**

SECOND: BODDYE

RE: APPROVE AND FIND FOR THE APRIL 28, 2020 BOARD MEETING THAT THE USUAL BOARD MEETING PROCEDURES CANNOT BE IMPLEMENTED SAFELY OR PRACTICALLY; AND (A) ALL AGENDA ITEMS ARE NECESSARY TO ADDRESS THE ATTACK, EMERGENCY, CRISIS OR DISASTER, AND THE FAILURE TO ACT ON THESE AGENDA ITEMS COULD RESULT IN IRREVOCABLE PUBLIC HARM; AND/OR (B) ALL AGENDA ITEMS ARE NECESSARY AND ESSENTIAL TO ASSURE THE CONTINUITY OF COUNTY GOVERNMENT; AND/OR (C) THE NATURE OF THE DECLARED EMERGENCY MAKES IT IMPRACTICABLE OR UNSAFE FOR THE BOARD TO ASSEMBLE IN A SINGLE LOCATION, AND THE PURPOSE OF THE MEETING IS TO DISCUSS OR TRANSACT THE BUSINESS STATUTORILY REQUIRED OR NECESSARY TO CONTINUE OPERATIONS OF THE BOARD AND THE DISCHARGE OF ITS LAWFUL PURPOSES, DUTIES, AND RESPONSIBILITIES

ACTION: APPROVED

WHEREAS, in response to COVID-19, the President has declared a National Emergency, the Governor has declared a State Emergency, and the County Executive has declared a Local Emergency, which was subsequently confirmed and amended by the Board to find the effects of COVID-19 constitute a disaster by Resolution Number (Res. No.) 20-307; and

WHEREAS, the Center for Disease Control (CDC), Governor, and other federal and State authorities advised that people should avoid gatherings of ten or more, and should practice social distancing and implement other health and safety measures; and

WHEREAS, the Governor has issued a number of Executive Orders in response to the COVID-19 emergency/disaster, including requiring individuals to remain at home and prohibiting gatherings of more than ten individuals subject to certain exceptions, closing schools, and closing or limiting certain businesses, to try to limit the spread of COVID-19; and

WHEREAS, the Board's priority is protecting the health, safety, and general welfare of the public; and

WHEREAS, on March 31, 2020, in response to the COVID-19 emergency/disaster, the Board adopted Ordinance Number (Ord. No.) 20-10, providing for the continuity of County government, including, but not limited to, establishing alternative Board meeting procedures; and

WHEREAS, on or about April 10, 2020, the Governor proposed Amendment 28 to HB 29/2018-2020 Biennium Budget Bill and Amendment 137 to HB 30/2020-2022 Biennium Budget Bill, which were adopted by the General Assembly during the 2020 Reconvened Session and subsequently approved and signed by the Governor; and

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WHEREAS, the recording of the meeting shall be made available on the County website in accordance with the timeframes established in Virginia Code Sections 2.2-3707 and 2.2-3707.1; and

WHEREAS, notice of the meeting was provided to the public using the best available method given the nature of the COVID-19 emergency, which notice was given contemporaneously with the notice provided to the Board members; and

WHEREAS, arrangements were made for public access to, and public comment during, the meeting through electronic means, including to the extent practicable, video-conferencing; and

WHEREAS, the Board has otherwise complied with Virginia Code Section 2.2-3708.2;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves and finds for the April 28, 2020 Board meeting that the usual Board meeting procedures cannot be implemented safely or practically; and (a) all agenda items are necessary to address the attack, emergency, crisis, or disaster, and the failure to act on these agenda items could result in irrevocable public harm; and/or (b) all agenda items are necessary and essential to assure the continuity of County government; and/or the nature of the declared emergency makes it impracticable or unsafe for the Board to assemble in a single location, and the purpose of the meeting is to discuss or transact the business statutorily required or necessary to continue operations of the Board and the discharge of its lawful purposes, duties, and responsibilities;

BE IT FURTHER RESOLVED that the Board Clerk shall note in the meeting minutes that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held, including for each Board member, as applicable.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

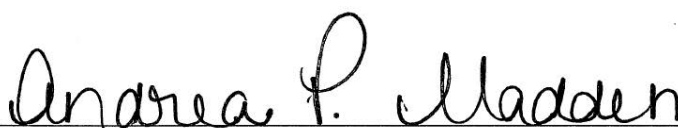
Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney

ATTEST: _____



Clerk to the Board

MOTION: FRANKLIN

**April 28, 2020
Regular Meeting
Res. No. 20-326**

SECOND: ANGRY

RE: AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND RIVERGATE HOLDINGS, LC REGARDING THE CONSTRUCTION OF PROFFERED IMPROVEMENTS AT ANNAPOLIS WAY AND JEFFERSON DAVIS HIGHWAY (ROUTE 1) - WOODBRIDGE MAGISTERIAL DISTRICT

ACTION: APPROVED

WHEREAS, REZ #PLN2013-00009 (Rivergate) was approved by the Board of County Supervisors (Board) on October 14, 2014, included Proffer 1 a. requiring the construction of an additional lane on Annapolis Way, at the Route 1 intersection, including an additional traffic signal head and pole, signs, and signal modification; and

WHEREAS, Proffer 1 a. states that the improvements shall be shown on the first final site plan for the Property and shall be constructed in conjunction with the first building; and

WHEREAS, the Virginia Department of Transportation (VDOT) had an existing project to widen Route 1 (C000094102C501) that includes the Annapolis Way intersection; and

WHEREAS, in October 2016, the Prince William County Department of Transportation (PWC DOT), Rivergate, and VDOT agreed that VDOT would include the construction of the left-turn lane on Annapolis Way in its Route 1 widening project, and that the trigger for the improvements would be changed to the issuance of the first building permit of Building 2; and

WHEREAS, Rivergate agreed to install the additional traffic signal head, pole, and signs and perform the required signal modification to satisfy the improvements cited in Proffer 1 a.; and

WHEREAS, in October 2019, VDOT notified Rivergate that the Route 1 Widening Project had been delayed, and that the proffered improvements detailed in Proffer 1 a. are not scheduled to be completed until late fall 2020; and

WHEREAS, VDOT, PWC DOT and Rivergate met on January 24, 2020, to determine whether VDOT could include the installation of the additional traffic signal head, pole, and signs and perform the required signal modification to satisfy the improvements cited in Proffer 1 a. with the existing Route 1 widening project; and

WHEREAS, VDOT agreed to include all of the improvements cited in Proffer 1 a. in the Route 1 widening project provided that Rivergate provide a detailed cost estimate for these improvements for VDOT's approval, and that the County enter into an agreement with Rivergate in order to collect these funds; and

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WHEREAS, Rivergate has submitted a cost estimate to VDOT for the construction of a left-turn lane on Annapolis Way (\$68,356) and the traffic signal modification (\$25,000) for a total of \$93,356, and VDOT has accepted the cost estimate as the total amount owed;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive, or his designee, to execute the Agreement between the County and Rivergate Holdings, LC to affect the intent of this resolution as approved by the County Attorney.

ATTACHMENTS: Agreement between the Board of County Supervisors of Prince William County, Virginia and Rivergate Holdings, LC regarding the construction of proffered improvements at Annapolis Way and Jefferson Davis Highway (Route 1)
Exhibit A – Vicinity Map – Rivergate
Exhibit B – Vicinity Map – Annapolis Way Signal

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney
Director of Transportation
Zoning Administrator
Proffer Administrator
Director of Development Services

ATTEST: _____

Andrea P. Madden

Clerk to the Board

AGREEMENT BETWEEN THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA AND RIVERGATE HOLDINGS, LC REGARDING THE CONSTRUCTION OF PROFFERED IMPROVEMENTS AT ANNAPOLIS WAY AND JEFFERSON DAVIS HIGHWAY (RT. 1)

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020 (the date this agreement is executed by both parties, or the "Effective Date"), by and between THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA (hereinafter "County") and RIVERGATE HOLDINGS, LC, a Virginia limited company (hereinafter "RIVERGATE").

RECITALS

R-1: RIVERGATE is the owner/developer of a portion of the development known as Rivergate, located on the northeast quadrant of Annapolis Way and Marina Way, consisting of approximately 13.64 acres of land. The Rivergate Property is identified as GPIN 8492-18-1453 and 8492-18-3294 and is shown on Exhibit A attached hereto.

R-2: The proffered development conditions associated with the zoning applicable to the Rivergate Property are those approved with case REZ #PLN2013-00009, dated September 18, 2014 (the "Proffers").

R-3: Proffer 1 a. requires the construction of an additional left turn lane on eastbound Annapolis Way at its intersection with Rt. 1. The construction of the left turn requires an additional traffic signal head and pole, additional signs and signal modification. The proffer states that the improvements shall be shown on the first final site plan for the Property and shall be constructed in conjunction with the first building. The improvements are shown on Exhibit B attached hereto.

R-4: Representatives from RIVERGATE, Virginia Department of Transportation (VDOT) and Prince William County Department of Transportation (PWCDOT) met on October 3, 2016, to coordinate the proffered improvements at the intersection of Rt. 1 and Annapolis Way given that VDOT's Rt. 1 widening project (Contract # C000094102C501) was currently underway.

R-5: VDOT's Rt. 1 widening project was scheduled to be completed by mid-2018, and given that VDOT did not want RIVERGATE to construct any improvements to the Annapolis Way/Rt. 1 intersection until the Rt. 1 project was completed, and did not want RIVERGATE to remove improvements that VDOT had recently constructed, VDOT agreed to include the construction of the left turn lane into the Rt. 1 widening project.

R-6: RIVERGATE agreed to install the additional traffic signal head, pole, and signs and perform the required signal modification to satisfy the improvements cited in Proffer 1 a.

R-7: Given that the first Rivergate building was scheduled to be constructed in 2017, and the VDOT improvements weren't scheduled until mid 2018, the applicant requested that a note be added to the Site Plan for Building 1 indicating the trigger for Proffer 1 a. would be amended to read that the improvements would be required prior to Rivergate Phase 2 building permit issuance.

R-8: A note was added for Proffer 1 a. to the Proffer Analysis for minor site plan revision SPR2015-20179 that read "The proffered turn lane and associated traffic signal modifications are to be completed as a condition to obtain a building permit for Building 2."

R-9: In October 2019, VDOT notified RIVERGATE that the Rt. 1 widening project had been delayed and that the proffered improvements detailed in Proffer 1 a. were not scheduled to be completed until late fall 2020.

R-10: VDOT, PWCDOT and RIVERGATE met on January 24, 2020 to determine whether VDOT could include the installation of the additional traffic signal head, pole, and signs and perform the required signal modification to satisfy the improvements cited in Proffer 1 a. with the existing Rt. 1 widening project.

R-11: VDOT agreed to include all of the improvements cited in Proffer 1 a. in the Rt. 1 widening project provided that RIVERGATE provide a detailed cost estimate for these improvements for VDOT's approval and that the County enter into an agreement with RIVERGATE in order to collect these funds.

R-12: RIVERGATE has submitted a cost estimate to VDOT for the construction of a left turn lane on Annapolis Way (\$68,356) and the traffic signal modification (\$25,000) for a total of \$93,356, and VDOT has accepted the cost estimate as the total amount owed via email from W. Calvin Britt, P.E., Senior Transportation

R-13: VDOT has agreed that upon an agreement between the County and RIVERGATE, the subject work will be accomplished via the VDOT contractor with the existing Route 1/123 widening project, Contract # C00094102C501.

R:14: RIVERGATE has submitted the revised site plan for the Rivergate 2 (SPR2020-000181) which cannot be approved until an Agreement between RIVERGATE and the County is approved by the Board of County Supervisors that allows RIVERGATE to pay VDOT for constructing the improvements outlined in Proffer 1 a. and changes the trigger for this payment to the first building permit for Building 2 or within 90 days of the Board of County Supervisors approval of this agreement, whichever comes first.

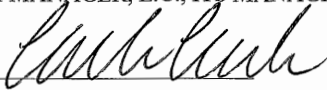
NOW, THEREFORE, for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Payment to Satisfy Proffer 1 a. in REZ#PLN2013-00009. In lieu of constructing an additional left turn lane on eastbound Annapolis Way at its intersection with Rt. 1, installing an additional traffic signal head and pole, additional signs and signal modification, and in full satisfaction by RIVERGATE of the requirements of Proffer 1 a., RIVERGATE shall make a payment to the County as reimbursement for subject construction costs in the amount of \$93,356, to be paid by RIVERGATE to the County at the time of or before the first building permit for Rivergate 2 or within 90 days of the Board of County Supervisors approval of this agreement, whichever comes first. These funds will be sent to VDOT within 30 days of receipt.

2. Proffer Interpretation Letter. Within thirty (30) days of the Effective Date, as defined above, the Prince William County Zoning Administrator shall deliver to RIVERGATE a written zoning determination letter stating that RIVERGATE's timely payment of the contribution in accordance with this Agreement shall constitute full satisfaction of Proffer 1 a.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

RIVEGATE HOLDINGS, L.C.
BY: IDI PROJECT MANAGEMENT, L.C., ITS MANAGER
BY: IDI MANAGER, L.C., ITS MANAGER

By: 

Name: CARLOS CECCHI

Title: MANAGING DIRECTOR

BOARD OF COUNTY SUPERVISORS
PRINCE WILLIAM COUNTY, VIRGINIA

By: _____

Date: _____

ATTEST:

Clerk to the Board

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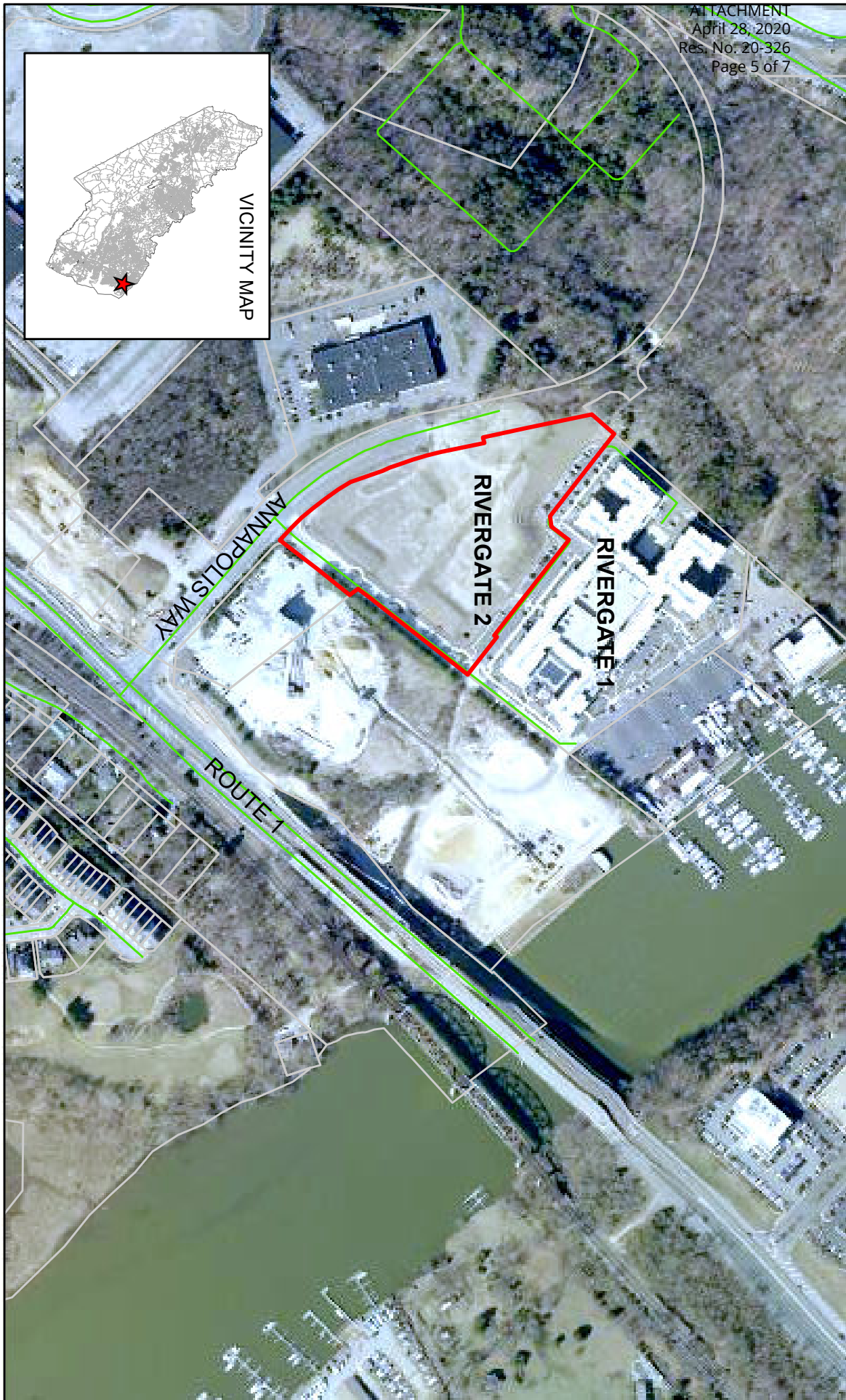
Date: _____

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APPROVED AS TO FORM:

County Attorney

EXHIBIT A



— RIVERGATE
MARCH 31, 2020



EXHIBIT B

MOTION: FRANKLIN

**April 28, 2020
Regular Meeting
Res. No. 20-327**

SECOND: ANGRY

RE: AUTHORIZE THE SALE OF ONE OR MORE SERIES AT ONE OR MORE TIMES OF GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$640,140,000 FOR DEBT SERVICE SAVINGS

ACTION: APPROVED

WHEREAS, there have been previously issued general obligation bonds of Prince William County, Virginia (the "County"), to provide funds to finance costs of various capital projects for purposes authorized by resolutions of the Prince William Board of County Supervisors (the "Board") and approved at elections held in the County, in accordance with Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended; and

WHEREAS, the Board has determined that, subject to favorable financial market conditions, it can achieve acceptable levels of debt service savings by refunding, and therefore it is in the County's best interest to refund, all or a portion of certain outstanding general obligation bonds of the County described herein (the "Refunding Candidates"); and

WHEREAS, the Board desires to issue and sell the County's General Obligation Public Improvement Refunding Bonds, in an amount aggregate not to exceed \$640,140,000, to refund Refunding Candidates (the "Bonds"); and

WHEREAS, there have been presented to this meeting drafts of the following documents which the Board proposes to approve to carry out the offering of the Bonds:

- (a) A Preliminary Official Statement of the County relating to the offering of the Bonds (the "Preliminary Official Statement"), which includes as Appendix D thereto the form of a Continuing Disclosure Agreement relating to ongoing obligations of the County to provide continuing disclosure related to certain financial and operating information (the "Continuing Disclosure Agreement");
- (b) Form of a Bond Purchase Agreement, to be dated the date of the sale of the Bonds (the "Bond Purchase Agreement") between the County and an underwriter or underwriters chosen pursuant to County guidelines and procedures (the "Underwriter") providing for the purchase by the Underwriter of the Bonds on the terms specified therein;
- (c) Form of an Escrow Deposit Agreement, between the County and U.S. Bank National Association, as Escrow Agent, related to the custody, investment and application of the proceeds of the Bonds; and
- (d) Form of the Bonds.

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors:

1. Providing for Issuance of Bonds.

The Board determines that, subject to favorable financial market conditions, it is in the best interests of the County to issue and sell the Bonds to achieve debt service savings by refunding all or any portion of any maturity of any of the following Refunding Candidates:

- (i) \$990,000 General Obligation Refunding Bonds, Series 2004 B;
- (ii) \$15,405,000 General Obligation Public Improvement Bonds, Series 2010A;
- (iii) \$10,670,000 General Obligation Public Improvement Bonds, Series 2010B (Federally Taxable – Build America Bonds);
- (iv) \$9,285,000 General Obligation School Bond, Series 2011A;
- (v) \$20,025,000 General Obligation Public Improvement Bonds, Series 2013;
- (vi) \$12,000,000 General Obligation School Bond, Series 2013A;
- (vii) \$61,895,000 General Obligation School Bond, Series 2014;
- (viii) \$49,440,000 General Obligation Public Improvement Bonds, Series 2015;
- (ix) \$78,785,000 General Obligation School Bond, Series 2015;
- (x) \$102,175,000 General Obligation School Bond, Series 2016;
- (xi) \$66,005,000 General Obligation School Bond, Series 2017;
- (xii) \$104,310,000 General Obligation School Bond, Series 2018; and
- (xiii) \$109,155,000 General Obligation School Bond, Series 2019A.

The Bonds may be issued in one or more series at one or more times as tax-exempt bonds or taxable bonds, but no such Bonds shall be issued later than December 31, 2020. The Board authorizes the issuance and sale of the Bonds pursuant to the following terms and conditions: (a) the aggregate principal amount of the Bonds shall not exceed \$640,140,000 (exclusive of original issue premium, if any); (b) the final maturity of the Bonds shall not extend more than 12 months beyond the final maturity of the Refunding Candidates actually refunded (the "Refunded Bonds"); (c) the first interest payment date of each series of Bonds shall be not more than ten (10) months after the dated date of such series of Bonds and (d) the issuance of each series of such Bonds will achieve at least 3% aggregate present value debt service savings relative to the par amount of the related Refunded Bonds, as determined by the County's Financial Advisor.

2. Determination of Details of Bonds.

The Board authorizes and directs the County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, subject to the limitations set forth in this Resolution, (a) to determine and approve all of the final details of the Bonds including, without limitation, the number of series of Bonds and, with respect to each such series, the designation of

such Bonds, including whether such bonds are tax-exempt or taxable, the aggregate principal amount, the dated date of the Bonds, the maturity schedule, the interest rates, whether the Bonds

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shall be issued as serial bonds, term bonds or a combination of both, the payment dates and the redemption provisions pursuant to the terms of paragraph 15 hereof, the sale date, the sale price, the prices at which the Bonds are to be reoffered by the underwriter(s) thereof and which if any Refunding Candidates shall be refunded by the Bonds; provided however, that the present value debt service savings, as determined by the County's Financial Advisor, to be obtained from the refunding of the Refunded Bonds with the proceeds of each series of Bonds is not less than 3% of the principal amount of the related Refunded Bonds; (b) to approve the final form of all documents that are appropriate to carry out the contemplated financings; (c) to determine the date or dates, if any, on which each series Bonds shall be subject to redemption in accordance with paragraph 15 hereof and (d) to take all such further action as may be necessary or desirable for the issuance and sale of each series of the Bonds.

Bonds authorized to be issued under this Resolution may be issued in one or more series and on one or more dates on any date up to December 31, 2020. The Bonds to be issued may be sold in a competitive sale pursuant to bids received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system or may be sold through a negotiated sale to one or more underwriters chosen in compliance with County guidelines and regulations. The County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act subject to the limitations set forth in this Resolution, may determine to sell any or all Bonds through a competitive sale process or a negotiated sale. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are in the form approved herein) shall apply to each bond sale.

3. Official Statement.

The Board approves the form of the Preliminary Official Statement, attached hereto as **ATTACHMENT A** presented to this meeting. The Board authorizes and directs its staff to cause the distribution and use of the Preliminary Official Statement by the Underwriter in a negotiated sale or circulation to potential bidders in a competitive sale in substantially the form submitted to this meeting, with such additions, omissions, insertions and changes as may be approved by the County Executive, a Deputy County Executive or the Director of Finance, in form deemed to be "final" as of its date, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for pricing and other information permitted to be omitted in accordance with Rule 15c2-12, with such distribution constituting conclusive evidence that the Preliminary Official Statement has been deemed final as of its date. If the Underwriter's offer in a negotiated sale to purchase the Bonds is accepted or a bid of the successful bidder in a competitive sale is accepted, the Board authorizes the County Executive, a Deputy County Executive or the Director of Finance to complete the Preliminary Official Statement as an official statement in final form (the "Official Statement"), to execute the Official Statement and to cause the delivery of the Official Statement to the Underwriter. The Official Statement shall be in substantially the form of the Preliminary Official Statement as "deemed final," with such further additions, omissions, insertions and changes as may be necessary or desirable and which reflect the terms of the Bonds, all as shall be approved by the County Executive, a Deputy County

Executive or Director of Finance. The County's approval of all additions, omissions, insertions and changes to the Official Statement shall be evidenced conclusively by the execution and delivery thereof.

4. Bond Purchase Agreement.

The Board approves the form of the Bond Purchase Agreement, attached hereto as **ATTACHMENT B** presented to this meeting, and if the offer of the Underwriter to purchase any Bonds in a negotiated sale is to be accepted, the Chair or Vice Chair of the Board, the County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, is hereby authorized and directed to execute and deliver, in the name of and on behalf of the County, the Bond Purchase Agreement in substantially such form, with such additions and modifications, including those necessary to reflect the specifics determined in accordance with paragraphs 1 and 2 hereof, as shall be approved by such person executing the Bond Purchase Agreement, such execution being conclusive evidence of such approval.

5. Notice of Sale; Bids.

If any Bonds are determined to be sold in a competitive sale, the Board authorizes and directs the County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, to cause the distribution of a Notice of Sale to potential bidders for the Bonds. Such Notice of Sale shall only be distributed if such notice does not contain any terms contradictory to the terms of this Resolution. The approval of the County Executive, a Deputy County Executive or Director of Finance shall be evidenced conclusively by the distribution of the Notice of Sale to potential bidders.

6. Escrow Deposit Agreement.

The Board approves the form of the Escrow Deposit Agreement, attached hereto as **ATTACHMENT C** presented to this meeting, and the Chair or Vice-Chair of the Board, the County Executive, a Deputy County Executive or the Director of Finance any one of whom is hereby authorized to act, is hereby authorized and directed to execute and deliver, in the name of and on behalf of the County, one or more Escrow Deposit Agreements in substantially such form, with such additions and modifications as shall be approved by such person executing such Escrow Deposit Agreement, such execution being conclusive evidence of such approval.

7. Pledge of Full Faith and Credit.

The full faith and credit of the County are irrevocably pledged for the payment of principal of and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds for each year any of the Bonds are outstanding, the Board shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation or amount, sufficient to pay when due the principal of and redemption

premium, if any, and interest on the Bonds as such principal, redemption premium and interest shall become due.

8. Securities Depository.

- (a) Initially, one Bond certificate for each maturity of the Bonds shall be issued and registered to The Depository Trust Company, New York, New York ("DTC"), or its nominee. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to this paragraph.
- (b) In the event that (i) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar (defined below), and the County or a designee discharges the Securities Depository's responsibilities hereunder, or (ii) the County in its sole discretion determines (A) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (B) to select a new Securities Depository, then the County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, shall, at the direction of the Board, attempt to locate another qualified securities depository to serve as Securities Depository or provide for the authentication and delivery of certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in accordance with paragraph 10 hereof, as may be modified to reflect the certificated form of the Bonds. In delivering certificated Bonds, the County Executive, a Deputy County Executive or the Director of Finance shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in paragraph 9 hereof.
- (c) So long as there is a Securities Depository for the Bonds (i) it or its nominee shall be the registered owner of the Bonds, (ii) notwithstanding anything to the contrary in this resolution, determinations of persons entitled to payment of principal and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (iii) the Registrar and the County shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (iv) references in this resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds, and (v) in the event of any inconsistency between the provisions of this resolution and the provisions of the County's Blanket Issuer Letter of Representations to DTC, the provisions of such

Letter of Representations, except to the extent set forth in this paragraph, shall control.

9. Registration, Transfer and Owners of Bonds.

- (a) The Board appoints U.S. Bank National Association, as paying agent and registrar for the Bonds (the "Registrar"). The Registrar shall maintain registration books for the registration and exchange of Bonds. Upon surrender of any Bond at the corporate trust office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same series, form and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner or his duly authorized attorney or legal representative. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.
- (b) The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made by the Registrar to the person shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

10. Preparation and Delivery of Bonds.

The Chair or the Vice-Chair and the Clerk or the Deputy Clerk to the Board are authorized and directed to take all proper steps to have the Bonds prepared and executed, in substantially the forms set forth in **ATTACHMENT D**, with changes as necessary to reflect the details of the Bonds determined in accordance with paragraph 2 hereof. The County Executive, a Deputy County Executive or the Director of Finance is authorized and directed to cause the delivery of the Bonds to or on behalf of the Underwriter, as purchaser thereof, upon payment therefor.

11. Execution and Authentication.

The Bonds shall be signed by the manual or facsimile signature of the Chair or the Vice-Chair of the Board, shall be countersigned by the manual or facsimile signature of the Clerk or the Deputy Clerk to the Board, and the County's seal shall be affixed thereto or a facsimile shall be printed thereon. No Bond signed by facsimile signatures shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

12. Tax Covenants.

The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended (the "Code"), to ensure that interest on any Bonds issued as tax-exempt bonds (the "Tax-Exempt Bonds") will remain not includable in gross income for federal income tax purposes to the same extent as it is not includable on the date of closing on any Tax-Exempt Bonds. In furtherance of this covenant, the County agrees to comply with such written instructions as may be provided by the County's bond counsel.

(a) **Arbitrage Covenants.**

The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, or otherwise cause interest on any Tax-Exempt Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing laws. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Tax-Exempt Bonds, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on any Tax-Exempt Bonds from being includable in the gross income of the registered owners thereof under existing law. The County shall pay any such required rebate from its legally available funds.

(b) **Private Activity Bond Covenants.**

The County covenants that it shall not take any action, or omit to take any action, with respect to the use of the proceeds of the Tax-Exempt Bonds or the facilities financed or refinanced with the proceeds of the Tax-Exempt Bonds the taking or omission of which would result in (a) 5% or more of such proceeds or the facilities financed with such proceeds being used in a trade or business carried on by any person other than a state or local governmental unit, as provided in Section 141(b) of the Code, (b) the lesser of 5% of such proceeds and \$5,000,000 being used directly or indirectly to make or finance loans to any persons other than a state or local governmental unit, as provided in Section 141(c) of the Code; or (c) otherwise cause the Tax-Exempt Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on any Tax-Exempt Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenant.

13. Tax Certificate and Elections.

A Deputy County Executive or the Director of Finance and such other officers of the County as may be requested are authorized and directed to execute appropriate certificates setting forth the expected use and investment of the proceeds of the Bonds and any elections such officers deem desirable regarding rebate of earnings to the United States, for purposes of complying with the Code. Such certificate and elections shall be in such form as may be requested by bond counsel for the County.

14. Continuing Disclosure.

The Board approves the form of the Continuing Disclosure Agreement in substantially the form attached to the Preliminary Official Statement presented to this meeting with such completions, omissions, insertions and changes as may be approved by the County Executive, a Deputy County Executive or the Director of Finance as the same shall be evidenced conclusively by the execution thereof, which is hereby authorized. On behalf of the County, the Board covenants and agrees, for the benefit of the holders of the Bonds, pursuant to the terms of the Continuing Disclosure Agreement in accordance with and as required by Rule 15c2-12 to provide or cause to be provided to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board annual financial information and operating data for the County, including audited financial statements of the County, for each fiscal year, beginning with the fiscal year ending June 30, 2020, in a timely manner, and to EMMA notices of certain events with respect to the Bonds, including (a) notices of certain events set forth in Rule 15c2-12 with respect to the Bonds; and (b) notice of any failure to provide such required information.

15. Redemption Provisions.

- (a) *Optional redemption.* The Board delegates to the County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any Bonds. The first optional call date for any Tax-Exempt Bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such Bonds. The maximum redemption price for such Tax-Exempt Bonds may not exceed 102% of the principal amount of the bonds to be redeemed. Bonds of a different series may contain different optional redemption provisions, including, but not limited to, make-whole provisions for Bonds issued as taxable bonds. The Bonds that are subject to optional redemption may be redeemed, at the option of the County, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part, upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive, a Deputy County Executive or the Director of Finance, any one of whom

is hereby authorized to act, may determine that all or any of the Bonds shall not be subject to optional redemption prior to their maturity.

- (b) *Mandatory redemption.* The term Bonds, if any, of any series shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term Bonds of such series (less the principal amount of any term bond of this series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term Bonds, the County will credit the principal amount of such term Bonds so purchased or redeemed against the amortization requirements for the remaining term Bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

- (c) *General Redemption Provisions.* If less than all of the Bonds of any one maturity of a series shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the County shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such bond by \$5,000.

If Bonds are not registered in book-entry only form, except if the Director of Finance determines market conditions dictate otherwise, any redemption of less than all of a maturity of the Bonds of a series shall be allocated among the registered owners of such Bonds as nearly as practicable in proportion to the principal amounts of Bonds of such series owned by each registered owner, subject to the authorized denominations applicable to such Bonds. This will be calculated based on the following formula:

$$\frac{(\text{principal to be redeemed}) \times (\text{principal amount owned by owner})}{(\text{principal amount outstanding})}$$

If Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the Bonds, partial redemptions will be done in accordance with DTC procedures. It is the County's intent that redemption allocations made by DTC, the DTC participants or such other intermediaries that may exist between the County and the beneficial owners be made in accordance with these same proportional provisions set forth above.

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However, the County can provide no assurance that DTC, the DTC participants or any other intermediaries will allocate redemptions among beneficial owners on such a proportional basis.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity of a Series then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new Bond or Bonds of such Series in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Registrar or a depository (either, a "depository") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition that disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

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If a portion of a Bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Notwithstanding the foregoing provisions, the County Executive, a Deputy County Executive or the Director of Finance may determine that Bonds shall be redeemed on a pro rata or other basis.

16. Certificate Concerning Delegation.

The County Executive, a Deputy County Executive or the Director of Finance, any one of whom is hereby authorized to act, shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive, Deputy County Executive or Director of Finance as stated therein. The delegations of authority in this resolution to the County Executive, a Deputy County Executive and the Director of Finance are to each of them severally, and any action taken by either the County Executive, a Deputy County Executive or the Director of Finance pursuant to such delegations of authority is sufficient for all purposes of this resolution.

17. Other Actions.

All other actions of officers and staff of the County in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds are ratified, approved and confirmed. The officers of the County are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

The County Executive, any Deputy County Executive and the Director of Finance are hereby authorized and directed to comply with all requirements of the Virginia Public School Authority ("VPSA") in connection with the refunding of one or more of the outstanding principal installments of the portion of the Refunded Bonds that are school bonds issued to VPSA (the "Refunded School Bonds"), including, without limitation, arranging for the deposit of the proceeds of the Bonds allocable to the refunding of one or more of the outstanding principal installments of the Refunded School Bonds with a trustee or escrow agent designated by the VPSA.

18. Repeal of Conflicting Resolutions.

All resolutions or parts thereof in conflict herewith are repealed.

19. Filing of Resolution.

The Clerk to the Board, in collaboration with the County Attorney, is authorized and directed to provide for the immediate filing of a certified copy of this resolution in the Circuit Court of the County.

20. Effective Date.

This resolution shall take effect immediately.

- ATTACHMENTS:
- A. Preliminary Official Statement, including form of Continuing Disclosure Agreement
 - B. Form of Bond Purchase Agreement
 - C. Form of Escrow Deposit Agreement
 - D. Form of Bonds

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST: _____

Andrea P. Madden

Clerk to the Board

NEW ISSUE/BOOK-ENTRY ONLY

RATINGS: Fitch: “ ”
Moody’s: “ ”
S&P: “ ”

In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, interest on the Series 2020[] Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Series 2020[] Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS – SERIES 2020[] BONDS” herein for further information. Under current law, interest on the Series 2020[] Bonds will be includable gross income of the owners thereof for federal income tax purposes. See “TAX MATTERS – SERIES 2020[] BONDS” herein for further information.

\$ _____
*
Prince William County, Virginia
General Obligation Public Improvement Refunding Bonds, Series 2020[]

and

\$ _____
Prince William County, Virginia
[Taxable] General Obligation Public Improvement Refunding Bonds, Series 2020[]

Dated: Date of Delivery

Due: August 1, as shown on the inside cover page

The General Obligation Public Improvement Bonds, Series 2020[] (the “Series 2020[] Bonds”), and the [Taxable] General Obligation Public Improvement Refunding Bonds, 2020[] (the “Series 2020[] Bonds” and together with the Series 2020[] Bonds, the “Bonds”) are general obligations of Prince William County (the “County”), Virginia. Subject to favorable market conditions, the Bonds are being issued to refund certain outstanding bonds of the County.

The Prince William Board of County Supervisors is authorized and required, unless other funds are lawfully available and appropriated for timely payment of the Bonds, to levy and collect annually on all locally taxable property in the County an *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of, and interest on the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The Bonds will be issued in fully registered form, in denominations of \$5,000 and integral multiples thereof, and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Individual purchases of beneficial ownership interests in the Bonds will be made in book-entry form only, and individual purchasers will not receive physical delivery of bond certificates.

The Bonds will bear interest from their date of delivery, payable on each February 1 and August 1, commencing August 1, 2020. Payments of principal of and interest on the Bonds will be made by U.S. Bank National Association, as paying agent and registrar, by wire transfer to Cede & Co., for disbursement to DTC participants to be disbursed subsequently to the beneficial owners of Bonds, as described in “DESCRIPTION OF THE BONDS.” The Bonds are subject to redemption prior to maturity as described in the section “DESCRIPTION OF THE BONDS.”

This cover page contains information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. Certain legal matters also will be passed upon for the County by the County Attorney, Michelle R. Robl, Esquire, and for the Underwriters of the Series 2020[] Bonds by _____, _____. The Bonds will be available for delivery through the facilities of DTC in New York, New York, on or about May __, 2020.

March __, 2020

*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRINCE WILLIAM COUNTY, VIRGINIA

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

Base CUSIP† Number [741751]

**\$ _____ * GENERAL OBLIGATION PUBLIC IMPROVEMENT
 REFUNDING BONDS SERIES 2020[]**

<u>Maturity Date</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Priced to</u> <u>Yield</u>	<u>CUSIP†</u> <u>Suffix</u>
	\$	%	%	
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and Prince William County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

*Preliminary, subject to change.

PRINCE WILLIAM COUNTY, VIRGINIA

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS*

Base CUSIP† Number [741751]

**\$ _____ * [TAXABLE] GENERAL OBLIGATION PUBLIC IMPROVEMENT
 REFUNDING BONDS SERIES 2020[]**

<u>Maturity Date</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u> <u>Price</u>	<u>CUSIP†</u> <u>Suffix</u>
2020	\$	%	%	
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and Prince William County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

*Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is not lawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any the Bonds. An electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement, in which case the printed Official Statement controls.

The electronic distribution of this Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Bonds described herein to the residents of any particular jurisdiction and is not specifically directed to the residents of any particular jurisdiction. The Bonds shall not be offered or sold in any jurisdiction unless and until they are either registered pursuant to the laws of such jurisdiction or qualified pursuant to an appropriate exemption from registration in such jurisdiction.

NEITHER THE BONDS NOR THE RESOLUTION (AS DEFINED HEREIN) HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, AND SECTION 304(A)(4) OF THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE BONDS AND THE RESOLUTION IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THE BONDS AND THE RESOLUTION HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds shall under any circumstances create any implication that there has been no change in the affairs of the County since the date hereof.

Forward-looking statements. Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the County's beliefs, as well as assumptions made by, and information currently available to, them. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget" or similar words are intended to identify forward looking statements. The words "now," "to date," "currently" and the like are intended to mean as of the date of this Official Statement.

PRINCE WILLIAM COUNTY, VIRGINIA
BOARD OF COUNTY SUPERVISORS

Ann B. Wheeler, *Chair*

Victor S. Angry, *Vice Chair*

Andrea O. Bailey

Kenny A. Boddye

Pete K. Candland

Margaret Angela Franklin, *Chair Pro-Tem*

Jeanine M. Lawson

Yesli Vega

CERTAIN COUNTY OFFICIALS

Christopher E. Martino, *County Executive*

Michelle A. Casciato, *Deputy County Executive*

Rebecca Horner, *Deputy County Executive*

Elijah Johnson, *Deputy County Executive*

Michelle L. Attreed, *Director Of Finance*

Michelle R. Robl, *County Attorney*

Norton Rose Fulbright US LLP, *Bond Counsel*
799 9th Street, NW
Washington, D.C. 20001
(202) 662,4760

PFM Financial Advisors LLC, *Financial Advisor*
4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

FOR ADDITIONAL INFORMATION CONTACT:
Department of Finance, Prince William County
1 County Complex Court
Prince William, Virginia 22192
(703) 792-6700

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OFFICIAL STATEMENT

\$ _____*
Prince William County, Virginia
General Obligation Public Improvement Refunding Bonds, Series 2020[]

and

\$ _____
Prince William County, Virginia
[Taxable] General Obligation Public Improvement Refunding Bonds, Series 2020[]

INTRODUCTION

The purpose of this Official Statement, which includes the cover and inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Prince William County, Virginia (the “County”), of its \$ _____* General Obligation Public Improvement Refunding Bonds, Series 2020[] (the “Series 2020[] Bonds”), and its \$ _____* [Taxable] General Obligation Public Improvement Refunding Bonds, 2020[] (the “Series 2020[] Bonds” and together with the Series 2020[] Bonds, the “Bonds”). This introduction is qualified in its entirety by information found elsewhere in the Official Statement. This Official Statement speaks only as of its date, and the information herein is subject to change.

The Bonds are general obligations of the County for the payment of which the County’s full faith and credit are irrevocably pledged to the payment of principal of and interest on the Bonds. Payment of the principal of and interest on the Bonds is not limited to a particular fund or revenue source. The security for the Bonds is more fully described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Financial and other information contained in this Official Statement has been prepared by the County from its records, except where other sources are noted. The information is not intended to indicate future or continuing trends in the economic or financial condition of the County.

Certain information with respect to the County is included as Appendix A. The County’s general purpose financial statements and the independent auditors’ report thereon are set forth as Appendix B. Inquiries on this Official Statement may be directed to Ms. Michelle L. Attreed, Director of Finance, Prince William County, 1 County Complex Court, Prince William, Virginia, 22192, telephone (703) 792-6700, or to Ms. Sarah Frey, PFM Financial Advisors LLC, 4350 North Fairfax Drive, Suite 580, Arlington, Virginia 22203-1547, telephone (703) 741-0175.

AUTHORIZATION AND PURPOSE

The Bonds are issued pursuant to Article VII, Section 10(b) of the Constitution of the Commonwealth of Virginia (the “Commonwealth”), the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended (the “Virginia Code”), and a resolution adopted by the Prince William Board of County Supervisors (the “Board of County Supervisors”) on March 17, 2020 (the “Resolution”).

The Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities outstanding bonds, including all or a portion of the following

*Preliminary, subject to change.

outstanding bonds of the County, referred to hereafter as the “2010B Refunding Candidates,” the “2013 Refunding Candidates,” and the “2015 Refunding Candidates,” and collectively as the “Refunding Candidates:” [to be updated]*

<u>Series of Refunded Bonds*</u>	<u>Principal Amount*</u>	<u>Maturities (August 1)*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP† Nos.</u>
2010B	\$4,820,000	2025	October 1, 2020	100%	
2010B	4,850,000	2030	October 1, 2020	100	
2013	1,430,000	2026	October 1, 2023	100	
2013	1,430,000	2027	October 1, 2023	100	
2013	1,430,000	2028	October 1, 2023	100	
2013	1,430,000	2029	October 1, 2023	100	
2013	1,430,000	2030	October 1, 2023	100	
2013	1,430,000	2031	October 1, 2023	100	
2013	1,430,000	2032	October 1, 2023	100	
2013	1,430,000	2033	October 1, 2023	100	
2015	3,090,000	2028	August 1, 2024	100	
2015	3,090,000	2029	August 1, 2024	100	
2015	3,090,000	2031	August 1, 2024	100	
2015	3,090,000	2032	August 1, 2024	100	
2015	3,090,000	2033	August 1, 2024	100	
2015	3,090,000	2034	August 1, 2024	100	
2015	3,090,000	2035	August 1, 2024	100	

[NTD: Does not include VPSA Stand-Alone Refunding]

*Preliminary, subject to change.

†The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds.

The purpose of the refunding is to achieve present value debt service savings. The County’s decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Bonds. The County may refund only certain Refunding Candidates if refunding such Refunding Candidates permits the County to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the Bonds are referred to as the “Refunded Bonds.” The final Refunded Bonds will be described in the final Official Statement.

Upon delivery and issuance of the Bonds by the County, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with U.S. Bank National Association, pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal and interest on the Refunded Bonds to their respective redemption dates. The arithmetical computations of the sufficiency of the cash and securities deposited with U.S. Bank

National Association, to pay the principal of and interest on the Refunded Bonds will be verified by Bingham Arbitrage Rebate Services, Inc.

SOURCES AND USES OF FUNDS

The following table sets forth the anticipated application of the proceeds of the Bonds for the purposes described above:

Sources

Par amount of the Series 2020[] Bonds.....	\$
Par amount of the Series 2020[] Bonds.....	
Offering Premium.....	
Total Sources.....	\$

Uses

Deposit for payment of Refunding Bonds.....	\$
Underwriters' discount.....	
Other issuance expenses.....	
Total Uses.....	\$

DESCRIPTION OF THE BONDS

General

The Series 2020[] Bonds will be dated the date of their delivery, will bear interest from their date, payable on each February 1 and August 1, commencing August 1, 2020, at rates, and will mature in amounts on August 1 in each of the years 2021* through 20__*, inclusive, as set forth on the inside cover page of this Official Statement. The Series 2020[] Bonds will be dated the date of their delivery, will bear interest from their date, payable on each February 1 and August 1, commencing August 1, 2020, at rates, and will mature in amounts on August 1 in each of the years 2021* through 20__*, inclusive, as set forth on the inside cover page of this Official Statement. Principal and interest on the Bonds will be paid by U.S. Bank National Association, as registrar (the "Registrar" or the "Paying Agent"), by wire transfer to the Depository Trust Company ("DTC") or its nominee, Cede & Co., for disbursement to DTC Participants to be distributed to the Beneficial Owners of the Bonds as described below.

Purchases of the Bonds may be made in principal amounts of \$5,000 and integral multiples thereof. Purchasers of the Bonds will not receive physical delivery of bond certificates. Registration of transfer of the Bonds and payment of the principal of and interest on the Bonds will occur as described below in this section. If the book-entry system is discontinued, bond certificates will be delivered as described in the Resolution, and Beneficial Owners will become registered owners of the Bonds. So long as Cede & Co. is the registered owner of all the Bonds, references to the registered owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners.

Book-Entry Only System

The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payments of principal of and interest on the Bonds to DTC, its nominee,

*Preliminary, subject to change.

Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each principal amount of Bonds of each maturity bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, and will be deposited with DTC.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of the Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, unless use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, interest and principal payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

Neither the County nor the Registrar can give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of the principal, premium, if any or interest on the Bonds paid to DTC or its nominee, as the registered owner of the Bonds, or any redemption or other notices, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in the manner described in this Official Statement.

Certificated Bonds

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County. In addition, the County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) with respect to any or all of the Bonds. If for either reason the Book-Entry Only System is discontinued, definitive Bonds will be printed and delivered. Thereafter Bonds may be exchanged for an equal aggregate principal amount of Bonds in other authorized denominations and of the same maturity and interest rate, upon surrender thereof at the principal corporate trust office of the Registrar. The transfer of any Bond may be registered on the books maintained by the Registrar for such purpose only upon the surrender thereof to the Registrar with a duly executed assignment in form satisfactory to the Registrar. For every

exchange or registration of transfer and exchange of Bonds, the County and the Registrar may make a charge sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof. For further information, prospective purchasers should contact DTC in New York, New York.

Optional Redemption – Series 2020 [] Bonds

The Series 2020 [] Bonds maturing on or before August 1, 20__*, are not subject to optional redemption before their maturity. The Series 2020 [] Bonds maturing after August 1, 20__*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than August 1, 20__*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Optional Redemption – Series 2020 [] Bonds

The Series 2020 [] Bonds maturing on or before August 1, 20__*, are not subject to optional redemption before their maturity. The Series 2020 [] Bonds maturing after August 1, 20__*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than August 1, 20__*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Make-Whole Optional Redemption – Series 2020[] Bonds

“Make-Whole” Optional Redemption. The Series 2020[] Bonds maturing on or prior to ___ 1, 20__*, are subject to redemption at the option of the County, in whole or in part, at any time, at the Make-Whole Redemption Price (as defined herein). The “Make-Whole Redemption Price” is the greater of (i) 100% of the principal amount of the Series 2020[] Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2020[] Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2020[] Bonds are to be redeemed, discounted to the date on which the Series 2020[] Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus __%; plus in each case, accrued and unpaid interest on the Series 2020[] Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

“Treasury Rate” means, with respect to any redemption date for any particular Series 2020[] Bond, the greater of:

- (i) the yield to maturity as of such redemption date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any

*Preliminary, subject to change.

publicly available source of similar market data)) most nearly equal to the period from the redemption date to maturity; provided, however, that if the period from the redemption date to maturity is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used; all as will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County at the County's expense and such determination shall be conclusive and binding on the owners of the Series 2020[] Bonds, and

(ii) the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (defined below), assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price (defined below), as calculated by the Designated Investment Banker (defined below).

“Comparable Treasury Issue” means, with respect to any redemption date for a particular Series 2020[] Bond, the United States Treasury security or securities selected by the Designated Investment Banker that has an actual or interpolated maturity comparable to the remaining average life of the Series 2020[] Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2020[] Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations (defined below), the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the County.

“Reference Treasury Dealer” means each of the four firms, specified by the County, from time to time, that are primary United States government securities dealers in the City of New York, New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the County will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2020[] Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

Any Make-Whole Redemption Price of Series 2020[] Bonds to be redeemed pursuant to the provisions described under this section will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County to calculate such redemption price. The County may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

Defeasance of Series 2020[] Bonds

Persons considering the purchase of a Series 2020[] Bond should be aware that a defeasance of a Series 2020[] Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2020[] Bond for federal income tax purposes, without any corresponding receipt of money by the beneficial owner. Such gain or loss generally would be subject to recognition for

the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See “TAX MATTERS – SERIES 2020[] BONDS – Defeasance of Series 2020[] Bonds” herein.

Notice of Redemption

Upon being satisfactorily indemnified with respect to expenses, the Registrar is to send notice of the call for redemption, identifying the Bonds or portions thereof to be redeemed, by first class mail, not less than 30 days nor more than 60 days prior to the redemption date, to the registered bondholders. In addition, the Registrar is to cause notice of the call for redemption to be sent to all registered securities depositories and to the Electronic Municipal Market Access (“EMMA”) system. So long as the Bonds are in book-entry form, any notice of redemption will be given only to DTC or its nominee. The County will not be responsible for providing any Beneficial Owner of the Bonds with any notice of redemption.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit with the Registrar, the corresponding notice of redemption will be deemed to be revoked.

Manner of Redemption

In the case of redemptions of Bonds at the option of the County, the County will select the maturities of the Bonds to be redeemed.

If less than all of the Bonds of a particular maturity are called for redemption and the Bonds are registered in book-entry only form, the Registrar shall select the Bonds to be redeemed within such maturity by lot. [Adjust for other selection criteria]

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are general obligations of the County, and the County’s full faith and credit are irrevocably pledged to the payment of principal of and interest on the Bonds. The Board of County Supervisors is authorized and required, in each year while any Bonds are outstanding, to levy and collect on all property in the County subject to local taxation, an annual *ad valorem* tax over and above all other taxes authorized or limited by law and without limitation as to rate or amount sufficient to pay when due the principal of and interest on the Bonds unless other funds are legally available and appropriated for timely payment of the Bonds.

Bondholders’ Remedies in Event of Default

The County has never defaulted in the payment of either principal or interest on any indebtedness.

Section 15.2-2659 of the Virginia Code provides that upon an affidavit filed with the Governor by any holder of or paying agent for a general obligation bond in default as to payment of principal, premium, or interest, the Governor shall conduct a summary investigation and if satisfied that such default has occurred, the Governor shall order the State Comptroller to withhold all funds appropriated and payable by the Commonwealth to the political subdivision so in default and apply such funds to payment of the defaulted principal, premium, and interest.

Section 15.2-2659 of the Virginia Code also provides for notice to the registered owners of the default and the availability of withheld funds. To date, no order to withhold funds pursuant to Section 15.2-2659 of the Virginia Code, or its predecessor provisions, Sections 15.1-227.61 of the Virginia Code and 15.1-225 of the Virginia Code, has ever been issued with respect to the County. Although neither Section 15.2-2659 of the Virginia Code nor its predecessor provisions have been implemented by a Commonwealth court, the Attorney General of the Commonwealth has opined that appropriated funds may be withheld pursuant to that section. [The County received a total of \$ _____ in General Fund operating revenues from the Commonwealth during the fiscal year ended June 30, 2019, and currently estimates that it received within [five] percent of such amount in General Fund operating revenues from the Commonwealth for the fiscal year ended June 30, 2019]. Such amounts exclude funds provided by the Commonwealth designated for use by Prince William County Public Schools. [Maximum annual debt service on the County's outstanding tax-supported debt is approximately \$ _____ million, excluding debt service on the Bonds.]

Neither the Bonds, nor the proceedings with respect thereto, specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal or interest on the Bonds, nor do they contain any provision for the appointment of a trustee to protect and enforce the interests of the holders thereof upon the occurrence of such a default. Upon any default in the payment of principal or interest, a bondholder may, among other things, seek to obtain a writ of mandamus from an appropriate court requiring the Board of County Supervisors to levy and collect taxes as described above. The mandamus remedy, however, may be impracticable and difficult to enforce. Furthermore, the right to levy and collect taxes and to enforce payment of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and by equitable principles, which may limit the specific enforcement of certain remedies.

Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code") permits a municipality such as the County, if insolvent or otherwise unable to pay its debts as they become due, to file a voluntary petition for the adjustment of debts, provided that such municipality is "specifically authorized, in its capacity as a municipality or by name, to be a debtor under [the Bankruptcy Code] by State law, or by a governmental officer or organization empowered by State law to authorize such entity to be a debtor under such chapter." Bankruptcy Code § 109(c)(2). Current statutes of the Commonwealth do not expressly authorize the County or municipalities generally to file under the Bankruptcy Code. The Bankruptcy Code does not authorize the filing of involuntary petitions against municipalities such as the County.

Bankruptcy proceedings by the County could have adverse effects on holders of the Bonds, including, but not limited to, (a) delay in the enforcement of their remedies, (b) subordination of their claims to claims of those supplying goods and services to the County after initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (c) imposition without their consent of a plan of adjustment reducing or delaying payments of the Bonds. The Bankruptcy Code contains provisions intended to ensure that, in any plan of adjustment not accepted by at least a majority of a class of creditors such as the holders of general obligation bonds, such creditors will have the benefit of their original claim or the "indubitable equivalent" thereof although such plan may not provide for

payment of the Bonds in full. The effect of these and other provisions of the Bankruptcy Code cannot be predicted and may be significantly affected by judicial interpretations.

TAX MATTERS – SERIES 2020[] BONDS

Opinion of Bond Counsel

In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law, and subject to the provisions of this section, interest on the Series 2020[] Bonds will not be includable in gross income of the owners of the Series 2020[] Bonds for federal income tax purposes. Interest on the Series 2020[] Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2020[] Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Series 2020[] Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2020[] Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Series 2020[] Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Series 2020[] Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. In general, the issue price of a maturity of the Series 2020[] Bonds is the first price at which a substantial amount of Series 2020[] Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may differ from the price shown on the inside cover page of this Official Statement, and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

Original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Bonds is sold to the public may be determined according to rules that differ from those described above. An owners of a Discount Bond should consult his or her tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to

such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of Series 2020[] Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2020[] Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Series 2020[] Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the Series 2020[] Bonds. An owner of such Series 2020[] Bonds is required to decrease his adjusted basis in such Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Bonds are held. An owner of such Bonds should consult his or her tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2020[] Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2020[] Bonds.

Backup Withholding

Interest paid on the Series 2020[] Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2020[] Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2020[] Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the Series 2020[] Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2020[] Bonds or the inclusion in certain computations of interest on the Series 2020[] Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2020[] BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2020[] Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2020[] Bonds. Prospective purchasers of the Series 2020[] Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

TAX MATTERS – SERIES 2020[] BONDS

In General

Interest on the Series 2020[] Bonds will be includable in the gross income of the owners thereof for purposes of federal income taxation. See “– Certain U.S. Federal Income Tax Considerations” below.

Certain U.S. Federal Income Tax Considerations

The following summary of certain United States federal income tax consequences of the purchase, ownership and disposition of the Series 2020[] Bonds is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (including changes in effective dates), which change may be retroactive, or possible differing interpretations. No assurance can be given that future changes in the law will not alter the consequences described herein. It deals only with the Series 2020[] Bonds held as capital assets and does not purport to deal with persons in special tax situations, including but not limited to financial institutions, insurance companies, regulated investment companies, dealers in securities or currencies, persons holding the Series 2020[] Bonds as a hedge against currency risks or as a position in a “straddle” for tax purposes, or persons whose functional currency is not the U.S. dollar. It also does not deal with holders other than investors who purchase Series 2020[] Bonds in the initial offering at the first price at which a substantial amount of such substantially identical bonds are sold to the general public (except where otherwise specifically noted). Persons considering the purchase of the Series 2020[] Bonds should consult their own tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Series 2020[] Bonds arising under the laws of any other taxing jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Series 2020[] Bond that is for U.S. federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust,

or (b) the trust was in existence on August 20, 1996, and properly elected to continue to be treated as a United States person. Moreover, as used herein, the term “U.S. Holder” includes any holder of a Series 2020[] Bond whose income or gain in respect of its investment in a Bond is effectively connected with the U.S. trade or business. As used herein, the term “Non-U.S. Holder” means a beneficial Owner of a Bond (other than an entity that is classified as a partnership) that is not a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is the beneficial owner of any Series 2020[] Bond, the treatment of a partner in that partnership will generally depend upon the status of such partner and the activities of such partnership. A partnership and any partner in a partnership holding Series 2020[] Bonds should consult its own tax advisor.

Payments of Interest

Payments of interest on a Series 2020[] Bond generally will be taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting), provided such interest is “qualified stated interest,” as defined below.

Original Issue Discount

The following summary is a general discussion of the U.S. federal income tax consequences to U.S. Holders of the purchase, ownership and disposition of Series 2020[] Bonds issued with original issue discount (“OID Bonds”), if any. The following summary is based upon final Treasury regulations (the “OID Regulations”) released by the Internal Revenue Service (“IRS”) under the original issue discount provisions of the Code.

For U.S. federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a bond over its issue price, if such excess equals or exceeds a de minimis amount (generally 1/4 of 1% of the bond’s stated redemption price at maturity multiplied by the number of complete years to its maturity from its issue date or, in the case of a bond providing for the payment of any amount other than qualified stated interest (as defined below) prior to maturity, multiplied by the weighted average maturity of such bond). The issue price of each maturity of substantially identical Bonds equals the first price at which a substantial amount of such maturity of Bonds has been sold (ignoring sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers), which may not be the same as the prices shown on the inside cover of this official statement. The stated redemption price at maturity of a Series 2020[] Bond is the sum of all payments provided by the Series 2020[] Bond other than “qualified stated interest” payments. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. Payments of qualified stated interest on a Bond are generally taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting).

A U.S. Holder of an OID Bond must include original issue discount in income as ordinary interest income for U.S. federal income tax purposes as it accrues under a constant yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. Holder’s regular method of tax accounting. In general, the amount of original issue discount included in income by the initial U.S. Holder of an OID Bond is the sum of the daily portions of original issue discount with respect to such OID Bond for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such OID Bond. The “daily portion” of original issue discount on any OID Bond is determined by

allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that accrual period. An “accrual period” may be of any length and the accrual periods may vary in length over the term of the OID Bond, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of original issue discount allocable to each accrual period is generally equal to the difference between (i) the product of the OID Bond’s adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The “adjusted issue price” of an OID Bond at the beginning of any accrual period is the sum of the issue price of the OID Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the OID Bond that were not qualified stated interest payments. Under these rules, U.S. Holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder who purchases an OID Bond for an amount that is greater than its adjusted issue price as of the purchase date and less than or equal to the sum of all amounts payable on the OID Bond after the purchase date, other than payments of qualified stated interest, will be considered to have purchased the OID Bond at an “acquisition premium.” Under the acquisition premium rules, the amount of original issue discount which such U.S. Holder must include in its gross income with respect to such OID Bond for any taxable year (or portion thereof in which the U.S. Holder holds the OID Bond) will be reduced (but not below zero) by the portion of the acquisition premium properly allocable to the period.

U.S. Holders may generally, upon election, include in income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) that accrues on a debt instrument by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions. This election will generally apply only to the debt instrument with respect to which it is made and may be revoked only with the consent of the IRS.

Market Discount

If a U.S. Holder purchases a Series 2020[] Bond, other than an OID Bond, for an amount that is less than its issue price (or, in the case of a subsequent purchaser, its stated redemption price at maturity) or, in the case of an OID Bond, for an amount that is less than its adjusted issue price as of the purchase date, such U.S. Holder will be treated as having purchased such Bond at a “market discount,” unless the amount of such market discount is less than a specified de minimis amount.

Under the market discount rules, a U.S. Holder will be required to treat any partial principal payment (or, in the case of an OID Bond, any payment that does not constitute qualified stated interest) on, or any gain realized on the sale, exchange, retirement or other disposition of, a Bond as ordinary income to the extent of the lesser of (i) the amount of such payment or realized gain or (ii) the market discount which has not previously been included in gross income and is treated as having accrued on such Bonds at the time of such payment or disposition. Market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the Bonds, unless the U.S. Holder elects to accrue market discount on the basis of semiannual compounding.

A U.S. Holder may be required to defer the deduction of all or a portion of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a Series 2020[] Bond with market discount until the maturity of such Series 2020[] Bond or certain earlier dispositions, because a

current deduction is only allowed to the extent the interest expense exceeds an allocable portion of market discount. A U.S. Holder may elect to include market discount in income currently as it accrues (on either a ratable or semiannual compounding basis), in which case the rules described above regarding the treatment as ordinary income or gain upon the disposition of the Series 2020[] Bond and upon the receipt of certain cash payments and regarding the deferral of interest deductions will not apply. Generally, such currently included market discount is treated as ordinary interest for U.S. federal income tax purposes. Such an election will apply to all debt instruments acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

Premium

If a U.S. Holder purchases a Series 2020[] Bond for an amount that is greater than the sum of all amounts payable on the Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the Series 2020[] Bond with “amortizable bond premium” equal in amount to such excess. A U.S. Holder may elect to amortize such premium using a constant yield method over the remaining term of the Series 2020[] Bond and may offset interest otherwise required to be included in respect of the Series 2020[] Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Series 2020[] Bond held by a U.S. Holder that does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange, redemption or retirement of a Series 2020[] Bond. However, if the Series 2020[] Bond may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity, special rules would apply which could result in a deferral of the amortization of some bond premium until later in the term of the Bond (as discussed in more detail below). Any election to amortize bond premium applies to all taxable debt instruments held by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

The following rules apply to any Series 2020[] Bond that may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity. The amount of amortizable bond premium attributable to such Series 2020[] Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder’s tax basis in the Series 2020[] Bond and (B) the sum of all amounts payable on such Series 2020[] Bond after the purchase date, other than payments of qualified stated interest and (2) the difference between (X) such U.S. Holder’s tax basis in such Series 2020[] Bond and (Y) the sum of all amounts payable on such Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a Series 2020[] Bond may be redeemed on more than one date prior to maturity, the early call date and amount payable on the early call date that produces the lowest amount of amortizable bond premium, is the early call date and amount payable that is initially used for purposes of calculating the amount pursuant to clause (2) of the previous sentence. If an early call date is not taken into account in computing premium amortization and the early call is in fact exercised, a U.S. Holder will be allowed a deduction for the excess of the U.S. Holder’s tax basis in the Bond over the amount realized pursuant to the redemption. If an early call date is taken into account in computing premium amortization and the early call is not exercised, the Bond will be treated as “reissued” on such early call date for the call price. Following the deemed reissuance, the amount of amortizable bond premium is recalculated pursuant to the rules of this section “Premium.” The rules relating to Bonds that may be optionally redeemed are complex and, accordingly, prospective purchasers are urged to consult their own tax advisors regarding the application of the amortizable bond premium rules to their particular situation.

Disposition of a Series 2020[] Bond

Except as discussed above, upon the sale, exchange or retirement of a Series 2020[] Bond, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (other than amounts representing accrued and unpaid interest) and such U.S. Holder's adjusted tax basis in the Series 2020[] Bond. A U.S. Holder's adjusted tax basis in a Bond generally will equal such U.S. Holder's initial investment in the Series 2020[] Bond increased by any original issue discount included in income (and accrued market discount, if any, if the U.S. Holder has included such market discount in income) and decreased by the amount of any payments, other than qualified stated interest payments, received and amortizable bond premium taken with respect to such Series 2020[] Bond. Such gain or loss generally will be long-term capital gain or loss if the Bond has been held by the U.S. Holder at the time of disposition for more than one year. If the U.S. Holder is an individual, long-term capital gain will be subject to reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

Defeasance of Series 2020[] Bonds

Persons considering the purchase of a Series 2020[] Bond should be aware that a defeasance of a Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of the Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See "DESCRIPTION OF THE BONDS – Make-Whole Optional Redemption – Series 2020[] Bonds – Defeasance of Series 2020[] Bonds" herein.

Medicare Tax

For taxable years beginning after December 31, 2012, an additional 3.8% tax has been imposed on the net investment income (which includes interest, original issue discount and net gains from a disposition of a Series 2020[] Bond) of certain individuals, trust and estates. Prospective investors in the Series 2020[] Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2020[] Bonds.

Backup Withholding

A beneficial owner of the Series 2020[] Bonds who is a U.S. Holder may, under certain circumstances, be subject to "backup withholding" (currently at a rate of 24%) on current or accrued interest on the Series 2020[] Bonds or with respect to proceeds received from a disposition of the Bonds. This withholding applies if such beneficial owner of Series 2020[] Bonds: (i) fails to furnish to the payor such beneficial owner's social security number or other taxpayer identification number ("TIN"); (ii) furnishes the payor an incorrect TIN; (iii) fails to report interest properly; or (iv) under certain circumstances, fails to provide the payor or such beneficial owner's broker with a certified statement, signed under penalty of perjury, that the TIN provided to the payor or broker is correct and that such beneficial owner is not subject to backup withholding. To establish status as an exempt person, a beneficial owner will generally be required to provide certification on IRS Form W-9 (or substitute form).

Backup withholding will not apply, however, if the beneficial owner is a corporation or falls within certain tax-exempt categories and, when required, demonstrates such fact. BENEFICIAL OWNERS OF THE SERIES 2020[] BONDS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THEIR QUALIFICATION FOR EXEMPTION FROM BACKUP WITHHOLDING

AND THE PROCEDURE FOR OBTAINING SUCH EXEMPTION, IF APPLICABLE. The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations

Nonresident alien individuals and foreign corporations are generally subject to withholding of U.S. federal income tax by the payor at the rate of 30% on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest income of such a beneficial owner of the Series 2020[] Bonds is not treated as effectively connected income within the meaning of Section 864 of the Code, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as “portfolio interest.” Interest will be treated as portfolio interest if (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is a Non-U.S. Holder and providing the name and address of such beneficial owner, (ii) such interest is treated as not effectively connected with the beneficial owner’s United States trade or business, (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion, (iv) interest payable with respect to the Series 2020[] Bonds is not deemed contingent interest within the meaning of the portfolio debt provision, (v) such beneficial owner is not a controlled foreign corporation within the meaning of Section 957 of the Code and (vi) such beneficial owner is not a bank receiving interest on the Series 2020[] Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments on the Series 2020[] Bonds are treated as portfolio interest within the meaning of Sections 871 and 881 of the Code, then no withholding under Section 1441 and 1442 of the Code, and no backup withholding under Section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8 BEN, Form W-8 BEN-E, Form W-8 EXP, or Form W-8 IMY, as applicable, provided the payor has no actual knowledge or reason to know that such person is a U.S. Holder.

A non-U.S. Holder whose income with respect to its investment in a Series 2020[] Bond is effectively connected with the conduct of a U.S. trade or business would generally be taxed as if the holder was a U.S. person provided the holder provides to the Withholding Agent an IRS Form W-8ECI.

Generally, a non-U.S. Holder will not be subject to United States federal income taxes on any amount which constitutes capital gain upon retirement or disposition of a Series 2020[] Bond, unless such non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and such gain is derived from sources within the United States. Certain other exceptions may be applicable, and a non-U.S. Holder should consult its tax advisor in this regard.

The Bonds will not be includable in the estate of a non-U.S. Holder unless, at the time of such individual’s death, payments in respect of the Series 2020[] Bonds would have been effectively connected with the conduct by such individual of a trade or business in the United States.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain

U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act (“FATCA”) imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Bonds and sales proceeds of Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including original issue discount) and will apply to (i) gross proceeds from the sale, exchange or retirement of debt obligations paid after December 31, 2018, and (ii) certain “pass-thru” payments no earlier than January 1, 2019. Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and section 4975 of the Code generally prohibit certain transactions between employee benefit plans under ERISA or tax qualified retirement plans and individual retirement accounts under the Code (collectively, the “Plans”) and persons who, with respect to a Plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. In addition, each fiduciary of a Plan (“Plan Fiduciary”) must give appropriate consideration to the facts and circumstances that are relevant to an investment in the Series 2020[] Bonds, including the role that such an investment in the Bonds would play in the Plan’s overall investment portfolio. Each Plan Fiduciary, before deciding to invest in the Bonds, must be satisfied that such investment in the Series 2020[] Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Bonds, are diversified so as to minimize the risk of large losses and that an investment in the Series 2020[] Bonds complies with the documents of the Plan and related trust, to the extent that such documents are consistent with ERISA. All Plan Fiduciaries, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any Series 2020[] Bonds.

RATINGS

Fitch Ratings, Inc. (“Fitch”), Moody’s Investors Service, Inc. (“Moody’s”), and S&P Global Ratings, a division of S&P Global Inc. (“S&P”), have given the Bonds the ratings of “___,” “___” and “___,” respectively. The County requested that the Bonds be rated and furnished certain information to Fitch, Moody’s and S&P, including certain information that may not be included in this Official Statement.

Such ratings reflect only the views of the respective rating agencies, and an explanation of the significance of such ratings may be obtained only from the respective rating agency. These ratings are not a recommendation to buy, sell or hold the Bonds. The ratings are subject to review and change or withdrawal at any time if, in the judgment of the respective rating agency, circumstances so warrant. There is no assurance that any such ratings will continue for any period of time or that they will not be revised downward or withdrawn entirely. A downward revision or withdrawal of any of the ratings may have an adverse effect on the liquidity or the market price of the Bonds.

LITIGATION

There may be miscellaneous claims against the County including claims in litigation. In the opinion of the County Attorney and County management, none of such claims would materially affect the County's financial position. The County Attorney is of the opinion that there is no litigation pending or threatened in either Commonwealth or federal courts that would in any way affect the validity of the Bonds or the right of the County to levy and collect *ad valorem* taxes, without limitation as to rate or amount, for payment of the Bonds and the interest thereon.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix C.

Certain legal matters will be passed upon for the County by the County Attorney, Michelle R. Robl, Esquire, and for the Underwriters of the Series 2020[] Bonds by _____, _____.

CERTIFICATES CONCERNING OFFICIAL STATEMENT

The County will furnish to the Underwriter, as herein defined, a certificate dated the date of delivery of the Bonds, signed by the County Executive and the County's Director of Finance, and stating that, both as of the date of this Official Statement and the date of delivery of the Bonds, this Official Statement (except in the subsections entitled "DESCRIPTION OF THE BONDS—Book-Entry Only System," "TAX MATTERS," "SALE AT COMPETITIVE BIDDING – SERIES 2020[] BONDS," "FINANCIAL ADVISOR," "Appendix C—Form of Bond Counsel Opinion" and the information as to yields or prices on the cover page) did not and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make such descriptions and statements, in the light of the circumstances under which they were made, not misleading, and no material adverse change has occurred in the financial condition of the County between the date of this Official Statement and the date of delivery of the Bonds, other than as contemplated in this Official Statement. Such Certificate will state, however, that the County Executive and the County's Director of Finance did not independently verify the information in this Official Statement indicated as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

The County will furnish to the winning bidder (the "Underwriter") for the Bonds, a certificate or an opinion dated the date of delivery of the Bonds, signed by the County Attorney stating that, both as of the date of this Official Statement and the date of delivery of the Bonds, the statements in the section "LITIGATION" on the date of this Official Statement and on the date of delivery of the Bonds, respectively, did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary to make such statements, in the light of the circumstances under which they were made, not misleading.

AUDITORS

The County's financial statements as of and for the fiscal year ended June 30, 2019, have been audited by the independent public accounting firm of Cherry Bekaert, Tysons Corner, Virginia, as set forth in their report dated _____, which is included as Appendix B.

COMMITMENTS AND CONTINGENCIES

The County participates in a number of federal and Commonwealth grant, entitlement and shared revenue programs. The programs are subject to program compliance audits by the applicable federal or Commonwealth agency or its representatives. Furthermore, the U.S. Office of Management and Budget, in Circular Number A-128, established audit requirements for an annual independent organization-wide audit for local governments receiving federal assistance. The amounts, if any, of expenditures that may be disallowed by these audits cannot be determined at this time although the County expects such amounts, if any, would not materially adversely affect the ability of the County to pay the principal of and interest on the Bonds.

SALE AT COMPETITIVE BIDDING – SERIES 2020[] BONDS

The Series 2020[] Bonds were awarded pursuant to electronic competitive bidding held via Parity on _____, _____, 2020, to _____, at a price to the County that results in an aggregate underwriter's discount of \$ _____ derived from the yields on the Series 2020[] Bonds shown on the cover page. The underwriter has supplied the information as to the initial reoffering yields shown on the cover page. The underwriter may offer to sell the Series 2020[] Bonds to certain dealers and others at prices higher or lower than the prices derived from the yields shown on the cover page.

UNDERWRITING – SERIES 2020[] BONDS

The Series 2020[] Bonds are being purchased for reoffering by _____, as representative of the underwriters for the Series 2020[] Bonds (the "Underwriters"), at a purchase price of \$ _____ (which reflects the par amount of the Series 2020[] Bonds, less \$ _____ underwriters' discount and plus \$ _____ net original issue premium). The Underwriters intend to offer the Series 2020[] Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing Series 2020[] Bonds into investments trusts), which may realow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

CONTINUING DISCLOSURE

[to be updated] The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Bonds, unless it has determined that the issuer of such securities and/or other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material ("Event Notices").

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix D), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2016, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA.

Except as described below, the County will represent as of the date of delivery of the Bonds that it has complied in all material respects with its undertakings regarding the Rule in the five years preceding the date of the Official Statement.

As a condition to the issuance of various series of bonds or certificates of participation issued by Prince William County and other entities, Prince William County has agreed pursuant to several continuing disclosure undertakings entered into pursuant to the Rule (the “County’s Undertakings”) to file with EMMA the Prince William County’s Audited Financial Statements and other certain other information (collectively, the “Annual Filings”) within the designated timeframe set forth in such undertaking, and currently the earliest deadline for such filings is within 210 days of the end of each fiscal year. Certain Annual Filings were filed pursuant to the County Undertakings but not correctly cross-referenced to all applicable bonds. The County has implemented procedures to ensure that future filing deadlines required by the County’s Undertakings are met. In addition, the County filed its annual financial information and unaudited financial statements and draft Comprehensive Annual Financial Report (“CAFR”) for the year ended June 30, 2019, on January 25, 2020, which was prior the deadline for such filing under County’s Undertakings. The County then filed its audited financial statements and CAFR for the year ended June 30, 2019, when available on March 3, 2020.

FINANCIAL ADVISOR

The County has retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the “Financial Advisor”) in connection with the issuance of the Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

VERIFICATION OF CERTAIN MATHEMATICAL COMPUTATIONS

The accuracy of the arithmetical computations of the maturing principal and interest earned on the federal securities in the escrow account established in the escrow agreement relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on the Refunded Bonds, has been verified by Bingham Arbitrage Rebate Services, Inc. Such verification has been based upon information supplied by the Financial Advisor.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. All quotations from and summaries and explanations of laws contained in this Official Statement do not purport to be complete, and reference is made to such laws for full and complete statements of their provisions.

[Remainder of Page Intentionally Blank]

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of County Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

PRINCE WILLIAM COUNTY, VIRGINIA

By: _____
Director of Finance

APPENDIX A

**CERTAIN INFORMATION REGARDING
PRINCE WILLIAM COUNTY, VIRGINIA**

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APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE COUNTY

The appended General Purpose Financial Statements were reproduced from the County's audited financial statements included in its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2019. Additional information relative to the County's financial operations and long-term debt is presented in Appendix A of this Official Statement.⁽¹⁾

¹ In order to preserve cross-references within such pages, this Appendix has not been repaginated and, accordingly, retains the original pagination.

APPENDIX C

FORM OF BOND COUNSEL OPINION

May __, 2020

Prince William Board of County Supervisors
Prince William, Virginia

As bond counsel to Prince William County, Virginia (the “County”), we have examined certified copies of the legal proceedings, including the election proceedings, and other proofs submitted, relative to the issuance and sale of

§ _____
Prince William County, Virginia
General Obligation Public Improvement Refunding Bonds, Series 2020[] (the “Series 2020[] Bonds”)

and

§ _____
Prince William County, Virginia
[Taxable] General Obligation Public Improvement Refunding Bonds, Series 2020[]
(the “Series 2020[] Bonds,” and together with the Series 2020[] Bonds, the “Bonds”)

The Series 2020[] Bonds are dated the date of their delivery, mature in annual installments on August 1 in each of the years 2021 to 2035, inclusive, and bear interest payable on the 1st days of February and August in each year, commencing August 1, 2020. The Series 2020[] Bonds are dated the date of their delivery, mature in annual installments on August 1 in each of the years 20__ to 20__ inclusive, and bear interest payable on the 1st days of February and August in each year, commencing _____. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Prince William Board of County Supervisors on March 17, 2020 (the “Bond Resolution”).

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an *ad valorem* tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Series 2020[] Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Series 2020[] Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2020[] Bonds in the event of a failure by the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and its covenants regarding use, expenditure, and investment of the proceeds of the Series 2020[] Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Series 2020[] Bonds for

federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Series 2020[] Bonds is not an item of preference for purposes of the federal alternative minimum tax.

(4) Under existing law, interest on the Series 2020[] Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”).

The Code and the Virginia Code contain other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest that is excluded from gross income.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Series 2020[] Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”), dated as of May __, 2020, is executed and delivered in connection with the issuance by Prince William County, Virginia (the “County”), of its \$ _____ * General Obligation Public Improvement Refunding Bonds, Series 2020[] (the “Series 2020[] Bonds”), and its \$ _____ * [Taxable] General Obligation Public Improvement Refunding Bonds, 2020[] (the “Series 2020[] Bonds” and together with the Series 2020[] Bonds, the “Bonds”), dated _____, 2020, and pursuant to a resolution adopted by the Board of County Supervisors of the County on March 17, 2020 (the “Resolution”). Capitalized terms used in this Agreement shall have the respective meanings specified above or in Article I hereof. Pursuant to the Resolution, the County agrees as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. The following terms used in this Agreement shall have the following respective meanings:

“**Annual Financial Information**” means, collectively, (1) the financial information and operating data with respect to the County for each fiscal year of the type described in *Appendix A* to the Official Statement under the captions “Assessed and Estimated Market Value of Taxable Property,” “Taxable Retail Sales,” “General Fund Revenues, Expenditures, Transfers and Changes in Fund Balance,” “General Fund Tax Revenues by Source,” “Property Tax Levies and Collections,” “Property Tax Rates per \$100 of Assessed Value,” “General Fund Balances,” “Net Tax-Supported Debt Outstanding,” and “Debt Service by Fiscal Year,” and (2) information regarding any amendments to this Agreement required pursuant to Sections 4.2(c) and (d) of this Agreement. Annual Financial Information shall include Audited Financial Statements, if available, or Unaudited Financial Statements.

The descriptions contained in clause (1) above of financial information and operating data constituting Annual Financial Information are of general categories of financial information and operating data. Where such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information.

“**Audited Financial Statements**” means the annual financial statements, if any, of the County, audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited Financial Statements shall be prepared in accordance with GAAP for governmental units as prescribed by GASB; provided, however, that the County may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared.

“**Counsel**” means Norton Rose Fulbright US LLP, or other nationally recognized bond counsel or counsel expert in federal securities laws, in each case acceptable to the County.

“**Filing Date**” shall have the meaning given to such term in Section 3(a) hereof.

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial

obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“**Fiscal Year**” shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“**GAAP**” means generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”).

“**Holder**” or “**holder**” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

“**Material Event**” means any of the following events with respect to the Bonds, whether relating to the County or otherwise:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults; if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Bonds;
- (g) modifications to rights of holders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the County;
- (m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;

- (o) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

“Material Event Notice” means notice of a Material Event.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Official Statement” means the “final official statement” with respect to the Bonds as defined in paragraph (f)(3) of the Rule.

“Participating Underwriter” shall mean any of the original underwriters of the County’s Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” means The Electronic Municipal Market Access (“EMMA”) system administered by the MSRB. EMMA is recognized as a national Repository for purposes of the Rule.

“Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

“SEC” means the United States Securities and Exchange Commission.

“State” means the Commonwealth of Virginia.

“Unaudited Financial Statements” has the same meaning as Audited Financial Statements, except the same shall not have been audited.

“Underwriters” means the winning bidder of the Bonds.

ARTICLE II THE UNDERTAKING

Section 2.1. Purpose. This Agreement shall constitute a written undertaking for the benefit of the holders of the Bonds, and is being executed and delivered solely to assist the Underwriters in complying with paragraph (b)(5) of the Rule.

Section 2.2. Annual Financial Information.

(a) The County shall provide Annual Financial Information for the County with respect to each fiscal year of the County, that is not later than March 31 after the end of any fiscal year (commencing with its fiscal year ended June 30, 2020), to the Repository.

(b) The County shall provide, in a timely manner, notice of any failure of the County to provide the Annual Financial Information by the date specified in subsection (a) above to the Repository.

Section 2.3. Audited Financial Statements. If not provided in conjunction with the Annual Financial Information by the dates required by Section 2.2(a) hereof, the County shall provide Audited Financial Statements, when and if available, to the Repository.

Section 2.4. Notices of Material Events.

(a) If a Material Event occurs, the County shall provide, in a timely manner, a Material Event Notice to the Repository.

(b) Upon any legal defeasance of the Bonds, the County shall provide notice of such defeasance to each the Repository, which notice shall state whether the Bonds to be defeased have been defeased to maturity or to a redemption date and the timing of such maturity or redemption.

Section 2.5. Additional Disclosure Obligations. The County acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and SEC Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County, and that under some circumstance compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the County under such laws.

Section 2.6. Additional Information. Nothing in this Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or Material Event Notice, in addition to that which is required by this Agreement. If the County chooses to include any information in any Annual Financial Information or Material Event Notice in addition to that which is specifically required by this Agreement, the County shall have no

obligation under this Agreement to update such information or include it in any future Annual Financial Information or Material Event Notice.

Section 2.7. No Previous Non-Compliance. [The County represents that, except as disclosed in the Official Statement dated, _____, 2020, with respect to the Bonds, it has not failed to comply in any material respect during the five-year period preceding the date of the Official Statement, with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.]

ARTICLE III OPERATING RULES

Section 3.1. Reference to Other Documents. It shall be sufficient for purposes of Section 2.2 hereof if the County provides Annual Financial Information by specific reference to documents (i) either (1) provided to Repository, or (2) filed with the SEC, or (ii) if such a document is an Official Statement, available from the Repository.

Section 3.2. Submission of Information. Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time.

Section 3.3. Material Event Notices. Each Material Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the Bonds.

Section 3.4. Transmission of Information and Notices. Unless otherwise required by law and, in the County's sole determination, subject to technical and economic feasibility, the County shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of the County's information and notices.

ARTICLE IV TERMINATION, AMENDMENT AND ENFORCEMENT

Section 4.1. Termination.

(a) The County's obligations under this Agreement shall terminate upon legal defeasance, prior redemption or payment in full of all of the Bonds.

(b) This Agreement or any provision hereof shall be null and void in the event that the County (1) receives an opinion of Counsel, addressed to the County, to the effect that those portions of the Rule which require the provisions of this Agreement or any of such provisions do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the Repository.

Section 4.2. Amendment.

(a) This Agreement may be amended, by written agreement of the Director of Finance of the County, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the County or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the County shall have received an opinion of Counsel

addressed to the County, to the same effect as set forth in clause (2) above and further to the effect that the amendment does not materially impair the interests of the holders of the Bonds and (4) the County delivers copies of such opinion and amendment to the Repository.

(b) In addition to subsection (a) above, this Agreement may be amended and any provision of this Agreement may be waived, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date hereof which is applicable to this Agreement, (2) the County shall have received an opinion of Counsel to the effect that performance by the County under this Agreement as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule and (3) the County shall have delivered copies of such opinion and amendment to the Repository.

(c) To the extent any amendment to this Agreement results in a change in the types of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made shall present, to the extent practicable, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 4.3. Benefit; Third-Party Beneficiaries; Enforcement.

(a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Bonds. Beneficial owners of Bonds shall be third-party beneficiaries of this Agreement.

(b) Except as provided in this subparagraph (b), the provisions of this Agreement shall create no rights in any person or entity. The obligations of the County to comply with the provisions of this Agreement shall be enforceable by the holders of the Bonds, including beneficial owners thereof. The rights of the holders of Bonds to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the County's obligations under this Agreement and the Resolution. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section 4.3, beneficial owners shall be deemed to be holders of Bonds for purposes of this subsection (b).

(c) Any failure by the County to perform in accordance with this Agreement shall not constitute a default under the Resolution and any rights and remedies provided by the Resolution upon the occurrence of a default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State; provided, however, that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

PRINCE WILLIAM COUNTY, VIRGINIA

By: _____

Title: _____

**NOTICE OF SALE – SERIES 2020[] BONDS
 NOTICE OF SALE**

\$ _____*

PRINCE WILLIAM COUNTY, VIRGINIA

General Obligation Public Improvement Refunding Bonds, Series 2020[]

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Prince William Board of County Supervisors (the “County”), until [11:00] a.m., Prince William, Virginia Time, on

March __, 2020*

for the purchase of all, but not less than all, of the \$ _____* General Obligation Public Improvement Refunding Bonds, Series 2020[] of Prince William County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of August in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

* Preliminary, subject to change.

The County reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

BID PARAMETERS TABLE FOR THE BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due _____, 2020, at [11:00] a.m. Local Time
Anticipated Delivery/Closing Date:	May __, 2020	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	February 1 and August 1	All or None?	Yes
First Interest Payment Date:	August 1, 2020	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page E-6, under “Good Faith Deposit”
Zero Coupons:	Not Permitted	Max TIC	___%
Split Coupons:	Not Permitted		
PRINCIPAL		PRICING	
Optional Redemption:	Due on and after _____ 1, 2030, callable on _____ 1, 2030, and thereafter at par	Max. Aggregate Bid Price:	___%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	___%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	Not to exceed ___%
		Low Coupon per Maturity:	TBD

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds (the “Initial Maturity Schedule”) set forth on page 1 represents an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will

become the “Bid Maturity Schedule” for the Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters’ discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County’s receipt of the initial public offering prices and yields of the Bonds (the “Initial Reoffering Terms”).

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each February 1 and August 1, the first interest payment date being August 1, 2020, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds will be general obligations of Prince William County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the Bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Bonds are being issued to refund certain prior obligations of the County.

Term Bonds and Mandatory Redemption

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

Optional Redemption

The Bonds maturing on or after _____ 1, 2030*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after _____ 1, 2030*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

* Preliminary, subject to change.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the County's financial advisor, by telephone at (703) 741-0175. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Prince William County, Virginia AON (all or none) Bid Form (the "Bid Form"), via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by [11:00] a.m., Prince William, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date; Other Changes to Notice of Sale"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released electronically via BiDCOMP/Parity to the County, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Prince William, Virginia Time. For information purposes only, bidders are requested to

state in their bids the true interest cost to the County, as described under “Award of Bonds” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the aggregate par amount set forth in Bid Maturity Schedule to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit. The wire information will be provided to the apparent successful bidder shortly after the bidding deadline.

Award or rejection of bids will be made by or on behalf of the Prince William Board of County Supervisors on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County within 24 hours of the closing of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL [5:00] P.M., PRINCE WILLIAM, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the County within such six-hour period of time [(11:00 a.m. – 5:00 p.m.).]

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the successful bidder will be selected by the County.

Initial Reoffering Terms

The apparent successful bidder shall provide the initial public offering prices to the public (the “Initial Public Offering Prices”) and yields of each maturity of the Bonds (collectively the “Initial Reoffering Terms”) within 30 minutes of receipt of notice that it is the apparent winning bidder.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Prince William, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP’s involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the County prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (“Sale Date”) at the Initial Public Offering Prices set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price

for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer that is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer that is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about May __, 2020, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without

cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

Application for CUSIP numbers with respect to the Bonds will be made by the County's financial advisor, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds. The CUSIP Service Bureau's charge for the assignment of numbers shall be paid by the successful bidder.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (703) 741-0175.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS

By: Andrea P. Madden, Clerk

Exhibit A

PRINCE WILLIAM COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS,
SERIES 2020[]

ISSUE PRICE CERTIFICATE
(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of Prince William County, Virginia (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate

in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A TO ISSUE PRICE CERTIFICATE
EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B TO ISSUE PRICE CERTIFICATE

[Copy of Bid Submitted by Underwriter]

Exhibit B

PRINCE WILLIAM COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS,
SERIES 2020[]

ISSUE PRICE CERTIFICATE
(if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of Prince William County, Virginia (the “Issuer”).

1. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. *Defined Terms.*

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at

prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

BOND PURCHASE AGREEMENT

§ _____
PRINCE WILLIAM COUNTY, VIRGINIA
[TAXABLE] GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING
BONDS,
SERIES 2020[]

March __, 2020

Prince William County, Virginia
1 County Complex Court
Prince William, VA 22192
Attention: Director of Finance

The undersigned, _____ (the “Representative”), on its own behalf and on behalf of _____ and _____ (collectively, the “Underwriters”), hereby agrees to purchase the above-captioned bonds (the “Bonds”) from Prince William County, Virginia (the “County”), pursuant to the terms and conditions of this Bond Purchase Agreement (this “Agreement”).

The Bonds are to be authorized and issued pursuant to Article VII, Section 10(b) of the Constitution of the Commonwealth of Virginia (the “Commonwealth”), the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, and a resolution adopted by the Prince William Board of County Supervisors (the “Board”) on March 17, 2020 (the “Resolution”).

This offer is made subject to the acceptance hereof by the County evidenced by such party’s execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Representative or Underwriters’ counsel, at or prior to 5:00 p.m., Eastern Daylight Time, today. If not so accepted, this offer shall expire upon written notice sent by the Representative to the County at any time prior to acceptance. The Bonds are being issued for the purpose of refunding in advance of their maturities certain general obligation bonds of the County as more particularly described in the Official Statement (herein defined).

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

1. Offer and Sale of the Bonds; Good Faith Deposit.

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement, and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters, jointly and severally, agree to purchase the Bonds for the purchase price of \$ _____, representing the par amount of the

Bonds of \$ _____, [plus original issue premium of \$ _____,] less an underwriting discount of \$ _____

The Bonds shall be dated their date of issuance and shall be payable as to principal and interest in the years and amounts and at the rates as shown on Exhibit A.

(b) The Underwriters acknowledge that the County has not authorized or consented to any of the following:

(i) the sale of the Bonds to any purchaser in connection with the initial public offering of the Bonds unless the Underwriters have complied with Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB");

(ii) the offer or sale of Bonds in any jurisdiction where any such offer or sale would be in violation of the jurisdiction's securities laws;

(iii) making any representations or providing any information to prospective purchasers of the Bonds in connection with the public offering and sale of the Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County; or

(iv) any actions in connection with the offering and sale of the Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the MSRB or the Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Bonds they will comply with the applicable rules of the MSRB.

(c) On the date hereof, \$ _____, which amount is the payment in good faith on account of the purchase price of the Bonds (the "Good Faith Deposit"), shall be delivered by wire transfer of immediately available funds from the Underwriters to the account identified by the County. The County does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated in writing by the Representative. If the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the County as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the County against the Underwriters arising out of the transactions contemplated hereby. The Underwriters and the County understand that in such event the actual damages of the County may be greater or may be less than the Good Faith Deposit. Accordingly, the Underwriters hereby waive any right to claim that the actual damages of the County are less than such sum, and the acceptance of this offer by the County shall constitute a waiver of any right that the County may have to additional damages from the Underwriters. In the event of the County's failure to deliver the Bonds on the Closing Date (as defined herein), or if the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the County shall immediately return to the Underwriters the Good Faith Deposit by wire transfer of immediately available funds to the account designated in writing by the Representative.

2. Official Statement and Other Document Distribution.

(a) Prior to the date hereof, the County has provided to the Underwriters a Preliminary Official Statement, dated March __, 2020 (the “Preliminary Official Statement”), that the County deemed final as of its date in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “SEC Rule”), except for certain permitted omissions in connection with the pricing of the Bonds. The County provided the Underwriters with the opportunity to review such Preliminary Official Statement prior to the execution of this Agreement.

(b) The County will prepare the Official Statement (the “Official Statement”) in final form, including the completion of all information required pursuant to the SEC Rule. The execution of the Official Statement in final form by the Chair of the County’s Board of Supervisors shall be conclusive evidence that the County has deemed it final as of its date. As soon as practicable after the date hereof and, in any event within seven (7) business days of the date hereof, the County shall, so as to enable the Underwriters to comply with the provisions of the SEC Rule, deliver to the Underwriters a sufficient number of copies of the Official Statement incorporating the pricing terms of the Bonds, dated the date hereof together with all supplements and amendments thereto, substantially in the form of the Preliminary Official Statement, with such changes therein as shall have been accepted by the Underwriters, executed on behalf of the County by the Chair of the Board of Supervisors.

(c) At or prior to the Closing Date (as defined herein), the Representative shall file, or cause to be filed, the Official Statement with the MSRB’s Electronic Municipal Market Access System (“EMMA”).

(d) The County hereby authorizes the Underwriters to use the forms or copies of the Resolution, the Continuing Disclosure Agreement (herein defined), and the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds. The County ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale.

3. Representation of the Underwriters to the County.

The Representative is duly authorized to execute this Agreement on behalf of the Underwriters and has been duly authorized to act hereunder in connection with the issuance of the Bonds.

4. Underwriters not Acting as Agents or Fiduciaries.

(a) The County acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the County and the Underwriters; (ii) in connection with such transaction, the Underwriters are acting solely as principals and not as agents or fiduciaries of the County; (iii) the Underwriters have not assumed a fiduciary responsibility in favor of the County with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the County on other matters) nor have they assumed any other obligation to the County except the obligations expressly set forth in this Agreement; (iv) the Underwriters have financial and other interests that differ from those of the County; and (v) the

County has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

5. County's Representations, Warranties, Covenants and Agreements.

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is (i) duly organized in the county executive form of government as a political subdivision of the Commonwealth of Virginia (the "Commonwealth") and has all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under the Resolution, this Agreement, the escrow deposit agreement relating to the Refunded Bonds, and the Continuing Disclosure Agreement (collectively, the "County Documents"), to have been performed at or prior to the Closing Date (as defined herein).

(b) The County has complied with all provisions of the Commonwealth's constitution and laws pertaining to the County's adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) At the time of the County's delivery of this Agreement and (unless an event occurs of the nature described in Section 5(i) below) at all subsequent times up to and including the Closing Date (as defined herein), the information contained in the Preliminary Official Statement and the Official Statement, excluding the information under the headings "FINANCIAL ADVISOR" and "UNDERWRITING" and Appendix V, and in any amendment or supplement to the Official Statement that the County may authorize for use with respect to the Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 5(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 5(i) below) at all times subsequent thereto up to and including the Closing Date (as defined herein), the County shall take all steps necessary to ensure that the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The County's Board of Supervisors has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement, (ii) the adoption, execution, delivery and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement, and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date (as defined herein), the County shall have duly adopted or authorized, executed and delivered each County Document, if applicable and the Official Statement.

(e) To the County's knowledge, except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the County, financial or otherwise.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a material breach of or a default under any existing law, court or administrative regulation, decree or order or any material contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and which would cause the interest on the Refunded Bonds (as defined in the Official Statement) be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The audited financial statements of the County for the fiscal year ended June 30, 2019, set forth as Appendix B to the Official Statement, present fairly the County's financial position as of June 30, 2019, and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2019.

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Representative. If, in the reasonable opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will supplement or amend the Official Statement in a form and in a manner reasonably satisfactory to the Representative so that the Official Statement will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances existing at such time, not misleading.

The "end of the underwriting period" is the time that is the later of (i) the Closing Date and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Representative shall otherwise

advise the County in writing prior to the Closing Date, the County may assume that the “end of the underwriting period” is the Closing Date.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County’s performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters’ offers or sales of the Bonds).

(k) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any jurisdiction other than the Commonwealth.

(l) The County is not now, nor has it been in the past five years, in default in the payment of principal of, premium, if any, or interest on any bonds, notes or other indebtedness or on other obligations for the payment of borrowed money.

(m) Except as otherwise described in the Official Statement, the County has in the past five years complied in all material respects, and shall continue to so comply, with all applicable continuing disclosure requirements of paragraph (b)(5) of the SEC Rule, and will execute and deliver the Continuing Disclosure Agreement substantially in the form attached to the Preliminary Official Statement and comply with the terms thereof.

6. Delivery of Bonds.

At 12:00 noon, Eastern Daylight Time, on ____ , 2020 (such date herein called the “Closing Date”), or at such later time or on such later date as may be mutually agreed upon by the County and the Underwriters, the County shall, subject to the terms and conditions hereof, deliver the Bonds to the Underwriters through the offices of The Depository Trust Company (“DTC”) in New York, New York, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters shall accept such delivery and pay the purchase price of the Bonds as set forth in paragraph 1 hereof in federal funds (such delivery of and payment for the Bonds herein called the “Closing”). The Closing shall occur at the offices of Norton Rose Fulbright US LLP, Bond Counsel, in Washington, D.C., or such other place as shall have been mutually agreed upon by the County and the Underwriters. The Bonds shall be prepared and delivered as one fully registered certificate for each maturity and will be made available for inspection and checking by the Underwriters not later than the two business days prior to the Closing Date.

7. Conditions to Underwriters’ Obligations.

The Underwriters’ obligations hereunder are subject to the following conditions:

(a) The representations and warranties contained in this Agreement by the County are true and correct today and as of the Closing Date as if made at the Closing Date.

(b) The County Documents and the Official Statement shall have been duly authorized or adopted and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the County and the Underwriters.

(c) The performance by the County of its obligations and adherence to its covenants hereunder to have been performed at or prior to Closing Date.

(d) There has been no material change in the County's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Date, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Date no material transactions or obligations (not in the ordinary course of business) entered into by the County subsequent to the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) At Closing Date, to the County's knowledge, there shall be no pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, or the County Documents or contesting in any way the proceedings of the County taken with respect thereto, or contesting in any way the due existence or powers of the County or the title of any of the officials of the County to their respective offices, or opinions of the County Attorney that any such litigation is without merit.

(f) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the issuance and sale of the Bonds.

(g) At the Closing Date, the Underwriters shall have received:

(i) An opinion dated the Closing Date of Norton Rose Fulbright US LLP, Bond Counsel, in substantially the form of Appendix C to the Official Statement.

(ii) An opinion of Michelle R. Robl, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Board of Supervisors of the County and is in full force and effect, (C) the County has all necessary power and authority (1) to adopt or execute and deliver, as applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them

are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) to her knowledge, there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Official Statement or (2) that may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Bonds or the County Documents.

(iii) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters to the effect that

(A) This Agreement has been duly authorized, executed and delivered by the County, and, assuming the due authorization, execution and delivery thereof by the Underwriters, constitutes a valid and binding obligation of the County, enforceable against the County in accordance with its terms and subject to the conditions set forth therein, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and by principles of equity, whether considered at law or in equity.

(B) Bond Counsel has reviewed those portions of the Official Statement entitled "THE BONDS," except the subsection "No Litigation Respecting the Bonds" and "APPROVAL OF LEGAL PROCEEDINGS." The statements relating to the Bonds and the summaries of documents, statutes, and opinions contained in the sections of the Official Statement referred to above fairly summarize the material provisions of the Bonds and the documents, statutes, and opinions referred to therein; and

(C) The Bonds do not require registration under the Securities Act of 1933, as amended (the "Securities Act").

(iv) An opinion of _____, counsel to the Underwriters, addressed to the Underwriters, substantially to the effect that (1) the Bonds when issued will not be subject to the registration requirements of the Securities Act; (2) based upon their participation and their review of the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to their attention causing them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except for the

financial and statistical information contained in the Official Statement and the information related DTC and its book-entry only system of registration, as to all of which no view need be expressed); and (3) the Continuing Disclosure Agreement, together with this Agreement, when delivered in connection with the Bonds, will satisfy the requirements contained in the SEC Rule for an undertaking for the benefit of the owners of the Bonds to provide information at the times and in the manner required by such SEC Rule.

(v) Evidence satisfactory to the Underwriters that the Bonds have received public ratings of “Aaa” from Moody’s Investors Service, “AAA” from Fitch Ratings and “AAA” from S&P, and that such ratings are in effect at the Closing Date.

(vi) Certified copies of all relevant proceedings of the Board of Supervisors of the County.

(vii) Original executed or certified copies of the County Documents.

(viii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the County Executive to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to his knowledge, the Official Statement does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to his knowledge, no litigation is pending against the County or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or materially and adversely affecting the ability of the County to pay principal and interest on the Bonds, or in any way materially and adversely contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Agreement, or contesting the accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents; (4) to his knowledge, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement that, in the reasonable opinion of the County, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they are made, not misleading; (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(ix) A verification report, dated the Closing Date, of Bingham Arbitrage Rebate Services, Inc. (the “Verification Agent”), in form and substance satisfactory to the Underwriters, confirming the sufficiency of the government securities and any cash deposited in the Escrow Fund to pay the principal of and interest on the Refunded Bonds through and at their respective redemption dates.

(x) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the County Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Date of the County's representations herein and in the Official Statement, and the County's due performance at or prior to the Closing Date of all agreements then to be performed by the County.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Date, at the offices of Norton Rose Fulbright US LLP, Washington, D.C., or at such other place as the County and the Underwriters may hereafter determine.

8. Underwriters' Right to Cancel and Terminate.

The Underwriters have the right to cancel and terminate their obligations hereunder by written notification from the Representative to the County of the Underwriters' election to do so between today and the Closing Date, if at any time before the Closing Date:

(a) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(b) there shall have occurred (i) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs; or (ii) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (i) or (ii), in the reasonable judgment of the Underwriters, materially and adversely affects the market price or the marketability of the Bonds; or

(c) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the SEC or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially and adversely affects the market price or the marketability of the Bonds; or

(d) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially and adversely affects the market for the Bonds; or

(e) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds or any comparable securities of the County, or any obligations of the general character of the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws; or

(f) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(g) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any County Documents or other documents relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws; or

(h) there shall have been any material adverse change in the affairs of the County that in the Underwriters' reasonable judgment will materially and adversely affect the market price or the marketability of the Bonds; or

(i) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the County or proceedings under the bankruptcy laws of the United States or insolvency laws of the Commonwealth shall have been instituted by the County in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Bonds; or

(j) there shall have occurred or any notice shall have been given of any intended downgrading, suspension or withdrawal of a public rating by any national rating service to the Bonds, that, in the reasonable opinion of the Underwriters, materially and adversely affects the market price or the marketability for the Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Bonds to be purchased by the Underwriters; or any proceeding shall be pending or threatened by the SEC against the County.

9. Expenses.

The County and the Underwriters acknowledge that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for expenses; provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters agents of the County.

The Underwriters shall pay their out-of-pocket expenses, including the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Bonds, fees of the CUSIP Bureau, fees for a continuing disclosure compliance review and any fees of the MSRB and any other regulatory fees applicable to the Underwriters.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Bonds, including, without limitation, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Bonds for sale in various jurisdictions chosen by the Underwriters and agreed to by the County and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

10. Representations, Warranties, Covenants and Agreements to Survive Delivery.

All of the County's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Bonds or of termination or cancellation of this Agreement.

11. Notices.

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

If to the County: Prince William County, Virginia
1 County Complex Court
Prince William, VA 22192
Attention: Director of Finance

12. Miscellaneous.

(a) Governing Law. The parties intend that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

(b) Counterparts. This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(c) Parties In Interest. This Agreement will inure to the benefit of and be binding on the County and the Underwriters and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the County and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms "successors" and "assigns" shall not include any purchaser of any Bond from the Underwriters merely because of such purchase.

(d) No Personal Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the County in such person's individual capacity, and no officer, member, employee or agent of the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(e) Headings. Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(f) Waiver of Provisions. Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the County hereunder and the performance of any and all conditions contained herein for the Underwriters' benefit, and the Underwriters' approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Representative, on the Underwriters' behalf, and delivered to the County.

(g) Entire Agreement. This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(h) Effectiveness. This Agreement is effective on its acceptance by the County.

Very truly yours,

_____, as
Representative of the Underwriters

By: _____
Title:

Accepted as of the date hereof:

PRINCE WILLIAM COUNTY, VIRGINIA

By: _____
Director of Finance

EXHIBIT A

\$ _____
PRINCE WILLIAM COUNTY, VIRGINIA
[TAXABLE] GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING
BONDS,
SERIES 2020[]

SERIES 2020[] BONDS
RATE AND MATURITY SCHEDULE

<u>Maturity (August 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
2021	\$	%
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

SERIES 2020B BONDS REDEMPTION PROVISIONS

[To COME]

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT dated as of May ___, 2020, by and between **Prince William County, Virginia** (the “County”), a political subdivision of the Commonwealth of Virginia, and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, and any successor thereto, as escrow agent (the “Escrow Agent”),

WITNESSETH:

WHEREAS, the County has issued the following series of bonds pursuant to the provisions of resolutions duly adopted by the Board of Supervisors of the County on June 1, 2010, June 18, 2013, and May 19, 2015, respectively (collectively, the “Bond Resolutions”):

[\$10,670,000 General Obligation Public Improvement Bonds, Series 2010B, dated August 12, 2010, and issued on August 12, 2010, maturing August 1, 2020, to 2030, inclusive, and first subject to optional redemption on August 1, 2020 (the “2010B Bonds”); and

\$28,635,000 General Obligation Public Improvement Bonds, Series 2013, dated July 31, 2015, and issued on July 31, 2015, maturing August 1, 2014, to 2033, inclusive, and first subject to optional redemption on August 1, 2023 (the “2013 Bonds”); and

\$61,805,000 General Obligation Public Improvement Bonds, Series 2015, dated August 13, 2015, and issued on August 13, 2015, maturing August 1, 2016, to 2035, inclusive, and first subject to optional redemption on August 1, 2024 (the “2015 Bonds”); and]

[WHEREAS, the County has determined to refund for debt service savings [the outstanding portion of the August 1, 2025, and August 1, 2030, maturities of the outstanding 2010B Bonds (the “2010B Refunded Bonds”) and to give U.S. Bank National Association as bond registrar and paying agent for the 2010B Refunded Bonds (the “2010B Refunded Bonds Paying Agent”) irrevocable instructions to call the 2010B Refunded Bonds for redemption on August 1, 2020, at the applicable redemption price of 100% of the principal amount of each 2010B Refunded Bond plus accrued interest to the redemption date; and

WHEREAS, the County has determined to refund for debt service savings the outstanding portion of the August 1, 2036, through 2033 inclusive maturities of the outstanding 2013 Bonds (the “2013 Refunded Bonds”) and to give U.S. Bank National Association as bond registrar and paying agent for the 2013 Refunded Bonds (the “2013 Refunded Bonds Paying Agent”) irrevocable instructions to call the 2013 Refunded Bonds for redemption on August 1, 2023, at the applicable redemption price of 100% of the principal amount of each 2013 Refunded Bond plus accrued interest to the redemption date; and

WHEREAS, the County has determined to refund for debt service savings the outstanding portions of the August 1, 2028, August 1, 2029, and August 1, 2031, through 2035

inclusive maturities of the outstanding 2015 Bonds (the “2015 Refunded Bonds” and together with the 2010B Refunded Bonds and the 2013 Refunded Bonds, the “Refunded Bonds”) and to give U.S. Bank National Association as bond registrar and paying agent for the 2015 Refunded Bonds (the “2015 Refunded Bonds Paying Agent” and together with the 2010B Refunded Bonds Paying Agent and the 2013 Refunded Bonds Paying Agent, the “Refunded Bonds Paying Agent”) irrevocable instructions to call the 2015 Refunded Bonds for redemption on August 1, 2024, at the applicable redemption price of 100% of the principal amount of each 2015 Refunded Bond plus accrued interest to the redemption date; and]

WHEREAS, the County has deposited with the Escrow Agent \$_____ (the “Deposit”) derived from a portion of the proceeds of the \$_____ Prince William County, Virginia, [Taxable] Public Improvement Refunding Bonds, Series 2020[] (the “Refunding Bonds”), and has made arrangements for and has directed the Escrow Agent to purchase from the Deposit the securities listed in Appendix A (the “Escrow Securities”), that, without consideration of any reinvestment of the maturing principal and interest on the Escrow Securities, will provide sufficient moneys to enable the Escrow Agent to pay to the registered owners of the Refunded Bonds, on behalf of the County and the Refunded Bonds Paying Agent, to the registered owners, on behalf of the County and the Refunded Bonds Paying Agent, the Refunded Bonds as follows:

- (i) [to pay (a) the principal of the 2010B Refunded Bonds on August 1, 2020 (the “2010B Refunded Bonds Redemption Date”) and (b) when due and payable the interest to accrue on the 2010B Refunded Bonds to and including the 2010B Refunded Bonds Redemption Date all as set forth in Appendix B-1; and
- (ii) to pay (a) the principal of the 2013 Refunded Bonds on August 1, 2023 (the “2013 Refunded Bonds Redemption Date”) and (b) when due and payable the interest to accrue on the 2013 Refunded Bonds to and including the 2013 Refunded Bonds Redemption Date all as set forth in Appendix B-2; and
- (iii) to pay (a) the principal of the 2015 Refunded Bonds on August 1, 2024 (the “2015 Refunded Bonds Redemption Date”) and (b) when due and payable the interest to accrue on the 2015 Refunded Bonds to and including the 2015 Refunded Bonds Redemption Date all as set forth in Appendix B-3; and]

WHEREAS, in order to insure that the procedures required for the redemption of the Refunded Bonds will be followed, the County and the Escrow Agent have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Receipt of Verification Report.** Receipt of a true and correct copy of the verification report (Appendix E to this Agreement) of _____, dated May ____, 2020 (the “Verification Report”), is hereby acknowledged by the Escrow Agent and the County.
2. **Creation of and Deposits to Escrow Fund.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund, designated the “Prince William County [Taxable] Public Improvement Refunding Bonds 2020B Escrow

Fund” (the “Escrow Fund”), to be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, and separate and apart from other funds of the County and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of, and deposit to the credit of the Escrow Fund, the Deposit, a portion of which has been or is to be used to purchase the Escrow Securities listed in Appendix A.

3. **Investment of Escrow Fund.** The Escrow Agent is hereby directed to and shall on the date hereof it will use \$ _____ of the Deposit to purchase the Escrow Securities, described in Appendix A, in the principal amount of \$ _____ at the respective purchase prices indicated in Appendix A and credit such Escrow Securities to the Escrow Fund. The Escrow Agent further is hereby directed to and shall hold \$ ____ of the Deposit uninvested.

4. **Sufficiency Representation.** (a) In sole reliance upon the Verification Report, the County represents and warrants that the interest on and the maturing principal amounts of the Escrow Securities in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest) are sufficient to assure that moneys will be available to the Escrow Agent in the amounts and on the dates required to pay (i) the principal of the Refunded Bonds on their respective [2010B Refunded Bonds Redemption Date, 2013 Refunded Bonds Redemption Date and 2015 Refunded Bonds Redemption Date (collectively, the “Redemption Dates”)] and (ii) when due and payable, the interest to accrue on the Refunded Bonds, to the respective Redemption Dates, all as described in Appendices B-1, B-2 and B-3. If the Escrow Securities (hereinafter defined) shall be insufficient to make such payments as they become due and payable, the County shall, from available moneys, timely pay to the Escrow Agent for deposit to the Escrow Fund such additional amounts as may be required to meet fully the amount so due and payable. Notice of any insufficiency in the Escrow Fund shall be given by the Escrow Agent to the County as promptly as possible, but the Escrow Agent shall in no manner be responsible for the County’s failure to make any payments to the Escrow Fund.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and the Deposit to meet the payment requirements of the Refunded Bonds, nor shall the Escrow Agent be liable for any deficiencies in the amounts necessary to meet the payment requirements.

5. **Escrow Fund.** The Escrow Agent shall hold the cash and the book-entry credits of the Escrow Securities in the Escrow Fund at all times as a special and separate escrow fund for the benefit of the holders of the Refunded Bonds, wholly segregated from other funds and securities on deposit with it, shall never commingle the Escrow Securities with other funds or securities owned or held by it, and shall never at any time use, loan, or borrow the same in any way other than as provided in this Agreement. The Escrow Fund is hereby irrevocably pledged to the payment of the Refunded Bonds in the amounts and on the dates set forth in Appendices B-1, B-2 and B-3. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical money, or any part thereof, in the Escrow Fund if it is impractical, but money of an equal amount, except to the extent represented by the Escrow Securities, must always be maintained on deposit in the Escrow Fund as an escrow fund held by the Escrow Agent; and a special account for the Escrow Fund evidencing such holdings shall at all times, until the termination of this Agreement in accordance with Paragraph 23 hereof, be maintained on the

books of the Escrow Agent, together with the Escrow Securities so purchased and any cash on deposit therein.

6. **Investment Income.** (a) The Escrow Agent shall from time to time collect and receive the interest accruing and payable on the Securities and any Substituted Escrow Securities (as defined in Paragraph 7(b)) (collectively, the “Escrow Securities”) and the maturing principal amounts of the Escrow Securities as the same become due, and credit the same to the Escrow Fund, so that the interest on and proceeds of the Escrow Securities, as the same become due, will be available to meet the payment requirements of the Refunded Bonds, as shown in Appendices B-1, B-2 and B-3 to this Agreement.

(b) The County, in its capacity as the Refunded Bonds Paying Agent, hereby irrevocably instructs the Escrow Agent to apply the principal and interest received from the Escrow Securities to the payment, for the account of the County, of the interest and premium on and principal of the Refunded Bonds. The Escrow Agent shall make such payments directly to The Depository Trust Company (“DTC”) for Cede & Co., as registered owner of the Refunded Bonds and the partnership nominee of DTC, in the amounts and at the times specified within Appendices B-1, B-2 and B-3. Specific wire instructions for these payments on the Refunded Bonds are provided below:

Wire Instructions for Redemption Payments:

JP Morgan Chase Bank
4 New York Plaza- 15th Floor
ABA 021 000 021
New York NY 10004
For Credit of A/C Depository Trust Company
Redemption Account — Principal _____
Interest _____

No further direction will be required by the Escrow Agent upon receipt of this wire transfer information.

7. **Reinvestment; Substitution.** (a) Except as otherwise provided in this Paragraph 7, neither the County nor the Escrow Agent shall otherwise invest or reinvest any money in the Escrow Fund.

(b) Upon the prior written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of, or request the redemption of Escrow Securities (or any previously acquired Substituted Escrow Securities) as shall be specified in such request by the County and shall substitute for such Escrow Securities (or Substituted Escrow Securities) direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America designated by the County in such written request (the “Substituted Escrow Securities”). The Escrow Agent shall purchase the Substituted Escrow Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrow Securities (or previously acquired Substituted Escrow Securities) and moneys, if any, provided by the County. No

substitution for the Escrow Securities (or previously acquired Substituted Escrow Securities) shall be made by the Escrow Agent unless:

(i) the Escrow Agent shall have received the opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, or other nationally recognized bond counsel, designated by the County, stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds or on the Refunding Bonds and that such substitution is permitted by this Agreement; and

(ii) the Escrow Agent shall have received a verification report from an independent certified public accountant or firm of independent accountants/financial consultants selected by the County, stating that the principal of and interest on the Substituted Escrow Securities, together with any cash or Escrow Securities (or any previously acquired Substituted Escrow Securities) in the Escrow Fund for which substitution is not then being made, will be fully sufficient, without reinvestment, to meet the payment requirements with respect to the Refunded Bonds.

(c) Investments in mutual funds or unit investment trusts are prohibited.

8. **No Liability.** The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made in the Escrow Securities.

9. **Inviolability of Escrow Fund.** In the event of the Escrow Agent's failure to account for any funds or securities received by it for the County's account under this Agreement, such funds and securities shall be and remain the property of the Escrow Fund, and the County and the holders of the Refunded Bonds shall be entitled to such preferred claims, and shall have such first liens, upon such funds and securities as are enjoyed by a trust beneficiary. If for any reason particular Escrow Securities or moneys cannot be identified, the Escrow Agent shall proceed as promptly as possible to make such identification. The moneys and securities received by the Escrow Agent under this Agreement shall not be considered banking deposits by the County, and the County shall have no right or title with respect thereto. The moneys and securities so received by the Escrow Agent as Escrow Agent under this Agreement shall not be subject to checks or drafts drawn by the County.

10. **Statements.** Semiannually on or before the 30th day of each June or December, commencing with June 30, 2020, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward to the County, addressed to the attention of the Director of the Department of Finance, a statement in detail of the Escrow Securities, and the income and maturities thereof, held and withdrawals of money from the Escrow Fund for the period from the last statement furnished pursuant to this paragraph.

11. **Notice of Establishment of Escrow Fund; Redemption.** (a) The County directs the Escrow Agent, and the Escrow Agent agrees, to cause the notice of the establishment of the Escrow Fund and of the deposit of the Deposit and Escrow Securities to the Escrow Fund to be sent by certified mail, postage prepaid to the registered owners of the Refunded Bonds, to The Electronic Municipal Market Access system administered by the Municipal Securities

Rulemaking Board (“EMMA”) within five (5) days after the date of this Agreement, such notices to be substantially in the forms set forth in Appendices C-1, C-2 and C-3.

(b) [(1) The County hereby specifically and irrevocably elects to redeem on the 2010B Refunded Bonds Redemption Date the 2010B Refunded Bonds at the principal amount of each 2010B Refunded Bond plus accrued interest to the 2010B Refunded Bonds Redemption Date, as set forth in Appendix B-1.

(2) The County hereby specifically and irrevocably elects to redeem on the 2013 Refunded Bonds Redemption Date the 2013 Refunded Bonds at the principal amount of each 2013 Refunded Bond plus accrued interest to the 2013 Refunded Bonds Redemption Date, as set forth in Appendix B-2.

(3) The County hereby specifically and irrevocably elects to redeem on the 2015 Refunded Bonds Redemption Date the 2015 Refunded Bonds at the principal amount of each 2015 Refunded Bond plus accrued interest to the 2015 Refunded Bonds Redemption Date, as set forth in Appendix B-3.]

(c) The County directs the Escrow Agent, and the Escrow Agent agrees, to cause the notices of redemption, to be sent by certified mail, postage prepaid to the registered owners of the Refunded Bonds at least 30 but not more than 60 days prior to the applicable Redemption Dates. The County agrees to take all other steps necessary for the redemption thereof, as provided in and in accordance with the applicable provisions of the Bond Resolutions. Notices of such redemptions shall be in substantially the forms set forth in Appendices D-1, D-2 and D-3.

The Escrow Agent shall also take the following actions with respect to such notice of redemption:

(d) Not less than thirty-five (35) days prior to the date of redemption, notice of such redemption shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission or (iii) through EMMA and the following securities depository at the address and transmission number given, or such other address or transmission number as may have been delivered in writing to the Escrow Agent for such purpose not later than the close of business on the day before such notice is given:

The Depository Trust Company
55 Water Street
New York, New York 10041
Telephone: (212) 855-1000
Facsimile transmission:
(212) 855-7232
(212) 855-7233

12. **Duties of Escrow Agent.** The Escrow Agent shall have no responsibility to any person in connection herewith except the responsibilities specifically provided herein, no additional covenants or obligations shall be read into this Agreement against the Escrow Agent and the Escrow Agent shall not be responsible for anything done or omitted to be done by it except for its own negligence or willful misconduct in the performance of any obligation

imposed on it hereunder. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the County and other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless it is specifically provided, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of material error in making such determination the Escrow Agent shall be liable for its own willful misconduct and its negligence. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. In determining the occurrence of any such event or contingency, the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency and, in this connection, may inquire and consult with the County, among others, at any time. The Escrow Agent shall be entitled to conclusively rely upon such evidence that it in good faith believes to be genuine. The Escrow Agent may consult with legal counsel, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder, and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent may act through its agents and attorneys. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

13. **Benefits of Agreement.** This Agreement is between the County and the Escrow Agent only, and, in connection herewith, the Escrow Agent is authorized by the County to conclusively rely upon the representations of the County in connection with this Agreement, and the Escrow Agent shall not be liable to any person in any manner for such reliance. The duties of the Escrow Agent hereunder shall only be to the County and the owners of the Refunded Bonds. Neither the County nor the Escrow Agent shall assign or transfer or attempt to assign or transfer its interest hereunder or any part thereof. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and shall be void and without effect.

14. **Reliance on Instruments.** The Escrow Agent may conclusively rely and act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document that the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

15. **Notices.** Any notice, authorization, request, or demand required or permitted to be given between the parties hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

to the County:

Prince William Board of County Supervisors, Virginia
1 County Complex Court
Prince William, Virginia 22192

Attention: County Executive

With a copy to:

Department of Finance, Prince William County
1 County Complex Court
Prince William, Virginia 22192
Attention: Director

to the Escrow Agent:

U.S. Bank National Association
[1021 East Cary Street, Suite 1850]
Richmond, VA 23219

16. **Business Days.** Whenever under the terms of this Agreement the performance date of any act to be done hereunder shall fall on a day that is not a legal banking day in Richmond, Virginia, and upon which the Escrow Agent is not open for business, the performance thereof on the next succeeding business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement. Whenever time is referred to in this Agreement, it shall be the time recognized by the Escrow Agent in the ordinary conduct of its respective normal business transactions.

17. **Agreement Binding Upon Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

18. **Fee of Escrow Agent.** The compensation for the Escrow Agent under this Agreement has been agreed upon by the Escrow Agent and the County and is to be paid from funds other than the Deposit and Escrow Securities and the income thereon.

Any legal expenses, or any costs, charges or expenses associated with the mailing of any notice with respect to the Refunded Bonds under this Agreement of the Escrow Agent, shall be paid by the County solely from funds of the County, and in no event shall such costs, charges or

expenses give rise to any claim against the Escrow Fund, the moneys of which are solely for the benefit of the holders of the Refunded Bonds. If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the County of the same in writing and the County shall, subject to the appropriation by its Board of Supervisors, promptly pay the Escrow Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

19. **Resignation of Escrow Agent.** The Escrow Agent may resign and thereby become discharged from the duties hereby created, by notice in writing given to the County not less than sixty (60) days before such resignation shall take effect. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed. Such resignation shall take effect immediately, however, upon the appointment of a new Escrow Agent hereunder, if such new Escrow Agent shall be appointed before the time limited by such notice and such new Escrow Agent shall have accepted the trusts hereof.

20. **Removal of Escrow Agent.** The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the County. A photographic copy of any instrument filed with the County under the provisions of this paragraph shall be delivered by the County to the Escrow Agent.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent jurisdiction upon the application of the County or the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then outstanding.

21. **Appointment of Successor Escrow Agent.** If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the County shall appoint an Escrow Agent to fill such vacancy. The County shall notify the registered owners of any such appointment made by it by mail, postage prepaid within sixty (60) days of such appointment.

At any time after such appointment by the County, and prior to the termination of this Agreement in accordance with Paragraph 23, the owners of a majority in aggregate principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed and filed with the County, may appoint a successor Escrow Agent that shall supersede any Escrow Agent theretofore appointed by the County. Photographic copies of each such instrument shall be delivered promptly by the County to the predecessor Escrow Agent and to the Escrow Agent so appointed by the owners of the Refunded Bonds.

If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within sixty (60) days of the notice of resignation or removal of the Escrow Agent has been delivered, the owner of any Refunded Bond or the retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

If the Escrow Agent shall merge into another banking or other similar institution with trust powers, or if substantially all of the assets of the Escrow Agent shall otherwise be acquired by any such banking or other similar institution, the surviving or acquiring institution shall be substituted for the Escrow Agent as Escrow Agent and shall succeed to the rights and obligations of the Escrow Agent hereunder without the necessity of execution of any instrument or the taking of any other action by the Escrow Agent, such surviving or acquiring bank, or the County and without giving any notice, by publication or otherwise, to anyone other than the County.

22. **Amendment.** This Agreement shall be irrevocable and may not be amended, without the consent of all the owners of the Refunded Bonds then unpaid; provided, however, that this Agreement may be amended, without the consent of the owners of unpaid Refunded Bonds, for the following purposes:

- (a) ambiguities;
- (b) the insertion of unintentionally omitted material or the correction of mistakes or clarification of the pledging of additional security to the Refunded Bonds;
- (c) the deposit of additional cash or securities to the Escrow Fund; or
- (d) any other amendment that a rating agency then rating the Refunded Bonds has confirmed in writing will not result in a reduction in its respective ratings on the Refunded Bonds.

The Escrow Agent shall be entitled to receive and conclusively rely upon an opinion of counsel to the effect that any such amendment is authorized or permitted by this Agreement.

23. **Termination.** This Agreement shall terminate on the date upon which the Escrow Agent makes the final payment to DTC in an amount sufficient to pay the balance of the principal of and interest coming due on the Refunded Bonds. Upon the final payment of all of the Refunded Bonds and except as otherwise requested in writing by the County, the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund and shall remit to the County the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

24. **Subject to Appropriation.** The obligations of the County to make any payments under this Agreement other than from funds in the Escrow Fund are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such payments can be made. The County shall not be liable for any amounts that may be payable pursuant to this Agreement unless and until such funds have been so appropriated for payment and then only to the extent thereof. It is understood and agreed by the parties hereto

that nothing in this Agreement shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any payments to be made by the County hereunder.

25. **Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

26. **Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed are determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

27. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

28. **Governing Law.** This Agreement shall be governed by the domestic law of the Commonwealth of Virginia without regard to conflict of law principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Prince William County, Virginia

By: _____
Name:
Title:

U.S. Bank National Association

By: _____
Name: Stephanie E. Haysley
Title: Vice President

APPENDIX B-1

**Prince William County, Virginia
General Obligation Public Improvement Bonds,
Series 2010B**

Pay to the registered owner of the 2010B Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding dates.

Schedule of Debt Service

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
08/01/2020	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total	\$0.00	\$0.00	\$0.00

APPENDIX B-2

**Prince William County, Virginia
General Obligation Public Improvement Bonds,
Series 2013**

Pay to the registered owner of the 2013 Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding dates.

Schedule of Debt Service

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
08/01/2020	0.00		
02/01/2021	0.00		
08/01/2021	0.00		
02/01/2022	0.00		
08/01/2022	0.00		
02/01/2023	0.00		
08/01/2023	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total	\$0.00	\$0.00	\$0.00

APPENDIX B-3

**Prince William County, Virginia
 General Obligation Public Improvement Bonds,
 Series 2015**

Pay to the registered owner of the 2015 Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding dates.

Schedule of Debt Service

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
08/01/2020	0.00		
02/01/2021	0.00		
08/01/2021	0.00		
02/01/2022	0.00		
08/01/2022	0.00		
02/01/2023	0.00		
08/01/2023	0.00		
02/01/2024	0.00		
08/01/2024	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total	\$0.00	\$0.00	\$0.00

APPENDIX C-1

**NOTICE OF DEFEASANCE
 AND ESTABLISHMENT OF ESCROW FUND**

**NOTICE TO OWNERS OF
 Prince William County, Virginia General Obligation Public Improvement Bonds Series
 2010B, Dated August 12, 2010**

NOTICE IS HEREBY GIVEN to the owners of the Prince William County, Virginia General Obligation Public Improvement Bonds described below (the “Refunded Bonds”), that there has been deposited, in trust, with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Refunded Bonds to their earliest redemption date, as set forth below, and the principal amount and applicable redemption premium on the Refunded Bonds on their redemption date.

REFUNDED BONDS

Redemption Date: August 1, 2020

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
August 1, 2025	\$4,280,000	4.283%	100%	
August 1, 2030	4,850,000	5.308	100	

This is not a notice of redemption. The Escrow Agent for the Refunded Bonds has been given irrevocable instructions to call the applicable Refunded Bonds, and has been directed to give notice of the redemption not more than sixty (60), and at least thirty (30), days before the respective redemption dates of the Refunded Bonds. The principal on all the Refunded Bonds will be payable at the office of U.S. Bank National Association, as the Refunded Bonds Paying Agent.

Prince William County, Virginia

Dated: May __, 2020

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

APPENDIX C-2

**NOTICE OF DEFEASANCE
 AND ESTABLISHMENT OF ESCROW FUND**

**NOTICE TO OWNERS OF
 Prince William County, Virginia General Obligation Public Improvement Bonds Series
 2013, Dated July 31, 2013**

NOTICE IS HEREBY GIVEN to the owners of the Prince William County, Virginia General Obligation Public Improvement Bonds described below (the “Refunded Bonds”), that there has been deposited, in trust, with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Refunded Bonds to their earliest redemption date, as set forth below, and the principal amount and applicable redemption premium on the Refunded Bonds on their redemption date.

REFUNDED BONDS

Redemption Date: August 1, 2023

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Number¹</u>
August 1, 2026	\$1,430,000	4%	100%	
August 1, 2027	1,430,000	3.625%	100%	
August 1, 2028	1,430,000	4.5%	100%	
August 1, 2029	1,430,000	4.5%	100%	
August 1, 2030	1,430,000	4.5%	100%	
August 1, 2031	1,430,000	4%	100%	
August 1, 2032	1,430,000	4.5	100%	
August 1, 2033	1,430,000	4.5	100%	

This is not a notice of redemption. The Escrow Agent for the Refunded Bonds has been given irrevocable instructions to call the applicable Refunded Bonds, and has been directed to give notice of the redemption not more than sixty (60), and at least thirty (30), days before the respective redemption dates of the Refunded Bonds. The principal on all the Refunded Bonds will be payable at the office of U.S. Bank National Association as the Refunded Bonds Paying Agent.

Prince William County, Virginia

Dated: May __, 2020

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

APPENDIX C-3

**NOTICE OF DEFEASANCE
 AND ESTABLISHMENT OF ESCROW FUND**

**NOTICE TO OWNERS OF
 Prince William County, Virginia General Obligation Public Improvement Bonds Series
 2015, Dated August 13, 2015**

NOTICE IS HEREBY GIVEN to the owners of the Prince William County, Virginia General Obligation Public Improvement Bonds described below (the “Refunded Bonds”), that there has been deposited, in trust, with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Refunded Bonds to their earliest redemption date, as set forth below, and the principal amount and applicable redemption premium on the Refunded Bonds on their redemption date.

REFUNDED BONDS

Redemption Date: August 1, 2024

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Number¹</u>
August 1, 2028	\$3,090,000	4%	100%	
August 1, 2029	3,090,000	4	100%	
August 1, 2031	3,090,000	3.5	100%	
August 1, 2032	3,090,000	3.5	100%	
August 1, 2033	3,090,000	3.5	100%	
August 1, 2034	3,090,000	3.75	100%	
August 1, 2035	3,090,000	3.75	100%	

This is not a notice of redemption. The Escrow Agent for the Refunded Bonds has been given irrevocable instructions to call the applicable Refunded Bonds, and has been directed to give notice of the redemption not more than sixty (60), and at least thirty (30), days before the respective redemption dates of the Refunded Bonds. The principal on all the Refunded Bonds will be payable at the office of U.S. Bank National Association as the Refunded Bonds Paying Agent.

Prince William County, Virginia

Dated: May __, 2020

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

APPENDIX D-1

NOTICE OF REDEMPTION

Prince William County, Virginia

PUBLIC IMPROVEMENT AND REFUNDING BONDS, SERIES 2010B, Dated August 12, 2010, and Maturing August 1, of each of the years 2020, 2025 and 2030

NOTICE IS HEREBY GIVEN to the owners of the following outstanding Prince William County, Virginia General Obligation Public Improvement Bonds, Series 2010B (the “Refunded Bonds”), that such Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below together with the interest accrued thereon to the redemption date:

REFUNDED BONDS

Redemption Date: August 1, 2020

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
August 1, 2025	\$4,280,000	4.283%	100%	
August 1, 2030	4,850,000	5.308	100	

On their Redemption Date, the Refunded Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Refunded Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

Payment of the Redemption Price will be made upon presentation and surrender of the Refunded Bonds, on or after August 1, 2020, at the office of the Director, as provided below.

The Refunded Bonds should be presented for payment as follows:

If mailed:

U.S. Bank National Association

Attention: _____

If hand delivered:

U.S. Bank National Association

Attention: _____

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

If bonds are presented by mail, the manner of shipment of bonds is at the bondholder's discretion; however, transmittal by insured, registered mail is suggested.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds for collection.

Prince William County, Virginia

Dated: June __, 2020

APPENDIX D-2

NOTICE OF REDEMPTION

Prince William County, Virginia

PUBLIC IMPROVEMENT BONDS, SERIES 2013, Dated July 31, 2013, and Maturing August 1, 2014 through 2033

NOTICE IS HEREBY GIVEN to the owners of the following outstanding Prince William County, Virginia General Obligation Public Improvement Bonds, Series 2013 (the “Refunded Bonds”), that such Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below together with the interest accrued thereon to the redemption date:

REFUNDED BONDS

Redemption Date: August 1, 2023

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Number¹</u>
August 1, 2026	\$1,430,000	4%	100%	
August 1, 2027	1,430,000	3.625%	100%	
August 1, 2028	1,430,000	4.5%	100%	
August 1, 2029	1,430,000	4.5%	100%	
August 1, 2030	1,430,000	4.5%	100%	
August 1, 2031	1,430,000	4%	100%	
August 1, 2032	1,430,000	4.5	100%	
August 1, 2033	1,430,000	4.5	100%	

On their Redemption Date, the Refunded Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Refunded Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

Payment of the Redemption Price will be made upon presentation and surrender of the Refunded Bonds, on or after August 1, 2023, at the office of the Director, as provided below.

The Refunded Bonds should be presented for payment as follows:

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

If mailed:

U.S. Bank National Association

Attention: _____

If hand delivered:

U.S. Bank National Association

Attention: _____

If bonds are presented by mail, the manner of shipment of bonds is at the bondholder’s discretion; however, transmittal by insured, registered mail is suggested.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not “exempt recipients” and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds for collection.

Prince William County, Virginia

Dated: June __, 2023

APPENDIX D-3

NOTICE OF REDEMPTION

Prince William County, Virginia

PUBLIC IMPROVEMENT AND REFUNDING BONDS, SERIES 2015, Dated August 13, 2015, and Maturing August 1 of the years 2016 through 2035

NOTICE IS HEREBY GIVEN to the owners of the following outstanding Prince William County, Virginia General Obligation Public Improvement Bonds, Series 2015 (the “Refunded Bonds”), that such Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below together with the interest accrued thereon to the redemption date:

REFUNDED BONDS

Redemption Date: August 1, 2024

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP Number¹</u>
August 1, 2028	\$3,090,000	4%	100%	
August 1, 2029	3,090,000	4	100%	
August 1, 2031	3,090,000	3.5	100%	
August 1, 2032	3,090,000	3.5	100%	
August 1, 2033	3,090,000	3.5	100%	
August 1, 2034	3,090,000	3.75	100%	
August 1, 2035	3,090,000	3.75	100%	

On their Redemption Date, the Refunded Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Refunded Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

Payment of the Redemption Price will be made upon presentation and surrender of the Refunded Bonds, on or after August 1, 2024, at the office of the Director, as provided below.

The Refunded Bonds should be presented for payment as follows:

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

If mailed:

U.S. Bank National Association

Attention: _____

If hand delivered:

U.S. Bank National Association

Attention: _____

If bonds are presented by mail, the manner of shipment of bonds is at the bondholder's discretion; however, transmittal by insured, registered mail is suggested.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds for collection.

Prince William County, Virginia

Dated: June __, 2024

Appendix E

VERIFICATION REPORT

ATTACHMENT D

Form of Bonds

No. R-__

\$_____

**United States Of America
Commonwealth Of Virginia
PRINCE WILLIAM COUNTY**

[Taxable] General Obligation Public Improvement Refunding Bond, Series 2020 []

INTEREST RATE	MATURITY DATE	REDEMPTION DATE	PAR
_____ %	___] 1, _____	___], 2020	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

[1] The Prince William County, Virginia (the "County"), for value received, promises to pay, upon surrender hereof at the corporate trust office of [____], _____, Virginia (the "Registrar"), to the registered owner hereof, or registered assigns or legal representative, the principal amount stated above on the maturity or redemption dates thereof and to pay interest hereon semiannually on each [____] 1 and [____] 1, beginning [____]1, 202_, at the annual interest rate stated above. Interest is payable (a) from [____], 202_, if this bond is authenticated prior to [____], 202_, or (b) otherwise from the [____] 1 or [____] 1 that is, or immediately precedes, the date on which this bond is authenticated (unless payment of interest hereon is in default, in which case this bond shall bear interest from the date to which interest has been paid). Interest will be computed on the basis of a 360-day year comprised of 12 months of 30 days each. Interest is payable by wire transfer or check mailed to the person shown as owner hereof at his address as it appears on the registration books kept by the Registrar on the fifteenth day of the month preceding each interest payment date. Principal and interest are payable in lawful money of the United States of America.

[2] This bond is one of an issue of \$_____ [Taxable] Obligation Public Improvement Refunding Bonds, Series 2020 [], of like date and tenor, except as to number, denomination, rate of interest and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950 as amended. The bonds are authorized by a resolution adopted by the Prince William Board of County Supervisors on March 17, 2020, to refund portions of certain outstanding series of general obligation bonds issued by the County.

[3] The full faith and credit of the County are irrevocably pledged for the payment of principal and interest on the bonds of this series for each year any bond is outstanding. The County is authorized to levy an *ad valorem* tax, over and above all other taxes authorized or limited by law, on all property subject to local taxation in the County, in an amount sufficient to pay the principal of and redemption premium, if any, and interest on the bonds of this series for each year any of the bonds is outstanding.

[4] The bonds of this series are issuable as fully registered bonds in denominations of \$5,000 and multiples thereof. Upon surrender of this bond at the corporate trust office of the Registrar, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the County shall execute, and the Registrar shall authenticate and deliver in exchange, a new bond or bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner hereof or his duly authorized attorney or legal representative, all subject to the limitations and conditions provided in the resolution providing for the issuance of the Bonds. Any such exchange shall be at the expense of the County, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

[5] [The bonds of this series that mature on or before _____ are not subject to redemption before maturity. Bonds that mature after _____ may be redeemed, at the option of the County, before their respective maturities on any date not earlier than _____, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.] [Insert make-whole provisions, if applicable]

[6] [In addition, the term bonds of this series stated to mature on _____, 20__ shall be called for mandatory redemption in the amounts of the amortization requirements established pursuant to the delegation of authority contained in the Resolution on _____, 20__ and on each ____ thereafter at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption and without premium.]

[7] Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

[8] If less than all of the bonds are called for redemption, the maturities to be redeemed shall be selected by the County's Director of Finance in such manner and in such order as he or she may determine to be in the best interest of the County.

[9] If the bonds are not registered in book-entry only form, any redemption of less than all of a maturity of bonds shall be allocated among the registered owners of such bonds as nearly as practicable in proportion to the principal amounts of the bonds owned by each registered owner, subject to the authorized denominations applicable to the bonds. This will be calculated based on the following formula:

$$\frac{\text{principal to be redeemed) x (principal amount owned by owner)}}{\text{(principal amount outstanding)}}$$

[10] [If less than all of the bonds of a particular maturity are called for redemption and the bonds are registered in book-entry only form, the Registrar shall select the bonds to be redeemed within such maturity by lot.] [Adjust for pro rata or other selection criteria]

[11] The portion of any bond to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by \$5,000. If the bonds are registered in book-entry only form and so long as The Depository Trust Company ("DTC"), New York, New York, or a successor securities depository is the sole registered owner of the bonds, partial redemptions of a maturity will be done in accordance with DTC procedures. It is the County's intent that redemption allocations made by DTC, the DTC participants or such other intermediaries that may exist between the County and the beneficial owners be made in accordance with these same proportional provisions. However, the County can provide no assurance that DTC, the DTC participants or any other intermediaries will allocate redemptions among beneficial owners on such a proportional basis.]

[12] Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

[13] If the County gives an unconditional notice of redemption, then on the redemption date the bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected bonds shall have been set aside with the Registrar for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on

those bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those bonds.

[14] The County shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by first class mail, not less than 30 nor more than 60 days prior to the redemption date, to the registered owners thereof. If a portion of a bond is called for redemption, a new bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof. The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

[15] The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

[16] All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and the issue of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[17] If this bond is signed by facsimile signatures, then this bond shall not be valid until the Registrar shall have executed the Certificate of Authentication appearing hereon and inserted the date of authentication hereon.

[18] IN WITNESS WHEREOF, the Prince William Board of County Supervisors has caused this bond to be signed by the manual or facsimile signature of its Chair or Vice-Chair, a manual or facsimile of its seal to be affixed or printed hereon and attested by the manual or facsimile signature of its Clerk or Deputy Clerk, and this bond to be dated the date set forth above.

(SEAL)

[to be executed only on original Bonds]
[Vice] Chair, Prince William Board of County
Supervisors of the County of Prince William, Virginia

ATTEST:

[to be executed only on original Bonds]
[Deputy] Clerk to the Prince William Board of County
Supervisors

CERTIFICATE OF AUTHENTICATION

Date Authenticated: _____

This bond is one of the Bonds described in the within-mentioned resolution.

[_____] , as Registrar

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, endorses without recourse and transfers unto _____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS,
INCLUDING ZIP CODE OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

By _____

IN THE PRESENCE OF:

ICE: the signature to this assignment must correspond
the name as it appears upon the face of the within
in every particular, without alteration or enlargement
y change whatever.

e affix signature guarantee ink stamp below with
priate signature, title of officer and date.

ICE: Signatures must be guaranteed by an "eligible
ntor institution" meeting the requirements of the
g Agent, which requirements include membership or
ipation in the Security Transfer Agent Medallion
am ("STAMP") or such other "signature guarantee
am" as may be determined by the Paying Agent in
on to, or in substitution for, STAMP, all in
dance with the Securities Exchange Act of 1934, as
ded.

MOTION: FRANKLIN

**April 28, 2020
Regular Meeting
Res. No. 20-328**

SECOND: ANGRY

RE: AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND RCKF BULL RUN, LLC, REGARDING THE CONSTRUCTION OF BALLS FORD ROAD AND BUDGET AND APPROPRIATE \$4,000,000 TO THE BALLS FORD ROAD WIDENING PROJECT – GAINESVILLE MAGISTERIAL DISTRICT

ACTION: APPROVED

WHEREAS, Rezoning REZ #PLN2014-00040 (Blackburn) approved by the Board of County Supervisors (Board) on April 24, 2015, included proffers to widen Balls Ford Road to four lanes from Sudley Road to Bethlehem Road; and

WHEREAS, the developer of Blackburn, RCKF Bull Run, LLC, has completed the widening of Balls Ford Road east of Ashton Avenue; and

WHEREAS, RCKF submitted a Public Improvement Plan for the widening of Balls Ford Road west of Ashton Avenue on March 14, 2017; and

WHEREAS, the County was awarded funding through the Virginia Department of Transportation's (VDOT) I-66 Outside the Beltway Project to widen Balls Ford Road from Sudley Road to Doane Drive in May 2017 (BFR West Project); and

WHEREAS, the County staff requested that RCKF cease the design of the BFR West Project, transfer the incomplete design to the County, and negotiate a monetary contribution from RCKF to the County to complete the BFR West Project, in lieu of RCKF completing the proffered Balls Ford Road improvements (BFR West Improvements), including a Class I Trail; and

WHEREAS, RCKF prepared, and County staff approved, an estimated cost of \$4,000,000 to construct the BFR West improvements and Class I Trail if RCKF assumed the responsibility for the BFR West Widening Project; and

WHEREAS, the County staff and RCKF agreed that in lieu of constructing the BFR West Project and adjacent Class I Trail, RCKF would make a monetary contribution of \$4,000,000 to the County as reimbursement for the remaining design and construction cost for the BFR West Project/Class I Trail in six payments over two years (Agreement); and

WHEREAS, if RCKF fails to make the required payments in full and on time, the County will not issue certificates of occupancy for any more residences until the required amount is paid in full. Payment in full of the \$4,000,000 shall be made as a condition of the issuance of a certificate of occupancy for the 350th residential unit, regardless of the date when this occurs; and

WHEREAS, the \$4,000,000 from RCKF must be budgeted and appropriated prior to use on the Balls Ford Road Widening Project;

April 28, 2020
Regular Meeting
Res. No. 20-328
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive, or his designee, to execute the Agreement between the County and RCKF Bull Run LLC, and any other documents that are necessary or appropriate to affect the intent of this resolution, and are as approved by form by the County Attorney's Office;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby budgets and appropriates \$4,000,000 in funding for the Balls Ford Road Improvement Project for a total of \$70,244,000.

ATTACHMENT: Agreement Between the Board of County Supervisors of Prince William County, Virginia and RCKF Bull Run, LLC, Regarding the Construction of Balls Ford Road Improvements Located Between Bethlehem Drive and Ashton Avenue

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney
Director of Transportation
Director of Finance
Director of Budget
Zoning Administrator
Proffer Administrator

ATTEST: _____

Andrea P. Madden

Clerk to the Board

AGREEMENT BETWEEN THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA AND RCKF BULL RUN LLC REGARDING THE CONSTRUCTION OF BALLS FORD ROAD IMPROVEMENTS LOCATED BETWEEN BETHLEHEM DRIVE AND ASHTON AVENUE

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020 (the date this Agreement is executed by both parties, or the "Effective Date"), by and between THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA (hereinafter "County") and RCKF BULL RUN LLC, a Virginia limited liability company (hereinafter "RCKF").

RECITALS

R-1: RCKF is the owner/developer of a portion the subdivision known as Blackburn, located on the south side of Balls Ford Road, consisting of approximately 29.92 acres of land (the "Blackburn Property"). The Blackburn Property is identified as GPIN 7597-94-0312 and is shown on Exhibit A attached hereto.

R-2: The proffered development conditions associated with the zoning applicable to the Blackburn Property are those approved with case REZ #PLN2014-00040, dated April 24, 2015 (the "Proffers").

R-3: Proffer 46 requires payment of per unit monetary contributions for transportation improvements and allows credits against such monetary contributions for transportation improvements made in accordance with Proffer 48.

R-4: Proffer 48.B requires the construction of Balls Ford Road improvements west of Ashton Avenue, as generally shown on Sheets 8 and 9 of the plan referenced in the Proffers, entitled Master Zoning Plan, Blackburn, dated November 21, 2014 and as further described in Proffer 48.B, (the "BFR West Improvements").

R-5: Proffer 48.C requires the construction of a Class I Trail on the south side of Balls Ford Road from Bethlehem Road to Ashton Avenue as shown on Sheets 8 and 9 of the plan referenced in the Proffers, entitled Master Zoning Plan, Blackburn, dated November 21, 2014, and as further described in Proffer 48.C (the "Class I Trail").

R-6: Proffer 48.D allows transportation credits identified in Proffers 48.A, 48.B, and 48.C based on estimates of the total costs of off-site improvements in that phase, as shown on an approved Public Improvement Plan, and as further described in Proffer 48.D ("Transportation Credits").

R-7: On March 14, 2017, RCKF submitted a public improvement plan (PWC Plan #-SDR2017-00053) for the BFR West Improvements, in accordance with Proffer 48.

R-8: The County has full funding for and now intends to construct the Balls Ford West Improvements in accordance with County Project Number 0621-076-265.

R-9: In fulfillment of RCKF's obligations under Proffer 48.B and 48.C, and in lieu of constructing the BFR West Improvements and Class I Trail, RCKF has agreed to pay to the County, and the County has

agreed to accept, a monetary contribution, defined in paragraph 1 below as the BFR Contribution, in accordance with the terms and conditions of this Agreement.

R-10: The County and RCKF agree that the BFR Contribution (once fully paid) shall satisfy in full RCKF's obligations under Proffers 46 and 48.

NOW, THEREFORE, for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Monetary Contribution for BFR West Improvements and Class I Trail. In lieu of constructing the BFR West Improvements and Class I Trail, and in full satisfaction by RCKF of the requirements of Proffer 46 and Proffer 48.B, 48.C, and 48.D, RCKF shall make a monetary contribution to the County as reimbursement for the County's construction costs for the BFR West Improvements, in the total amount of \$4,000,000.00, to be paid by RCKF to the County in six (6) payments as follows (or such later date(s) as approved by the County): (a) \$500,000.00 on April 30, 2021; (b) \$500,000.00 on August 31, 2021; (c) \$500,000.00 on December 31, 2021; (d) \$500,000.00 on April 29, 2022; (e) \$1,000,000.00 on August 30, 2022; and (f) \$1,000,000.00 on December 31, 2022 (collectively, the "BFR Contribution"). If RCKF fails to make the required payments in full and on time, the County will not issue a certificate(s) of occupancy for any more residences until the required amount is paid in full. Payment in full of the \$4,000,000 shall be made as a condition of the issuance of a certificate of occupancy for the 350th residential unit, regardless of the date when this occurs.

The County agrees that the BFR Contribution shall be used to construct the BFR West Improvements, i.e., for the payment of costs (including debt service costs) associated with the design, permitting, and construction of BFR West Improvements, in accordance with County Project Number 0621-076-265 and/or may be applied to capital improvement projects in the area that are identified in the Capital Improvement Program, 6-year road plan, or other capital improvement projects adopted by the Board if the BFR West Improvements are substantially complete before the final payment is due on December 31, 2022 .

2. Right-of-Way Dedication. At the request of the County, RCKF shall dedicate, at no cost to the County, right-of-way and easements along the Blackburn Property frontage for the BFR West Improvements in accordance with County Project Number 0621-076-265. RCKF shall not be responsible for the preparation or processing of plans, plats, deeds, and related documents necessary for said dedication.

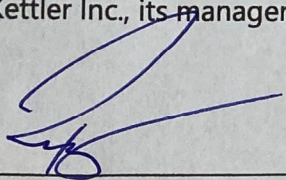
3. Proffer Interpretation Letter. Within thirty (30) days of the Effective Date, as defined above, the Prince William County Zoning Administrator shall deliver to RCKF a written zoning determination letter stating that RCKF's timely and full payment of the BFR Contribution in accordance with this Agreement shall constitute full satisfaction of Proffer 46 and Proffer 48 (i.e., after execution of this Agreement, the County can continue to issue occupancy permits for the remaining residential units on the Blackburn Property as long as RCKF continues to make payments in full and on time).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

RCFK BULL RUN LLC

By: Kettler Asset Management LLC, its manager

By: Kettler Inc., its manager

By:  _____

Name: Robert C. Kettler

Title: Chief Executive Officer

BOARD OF COUNTY SUPERVISORS
PRINCE WILLIAM COUNTY, VIRGINIA

By: _____

Date: _____

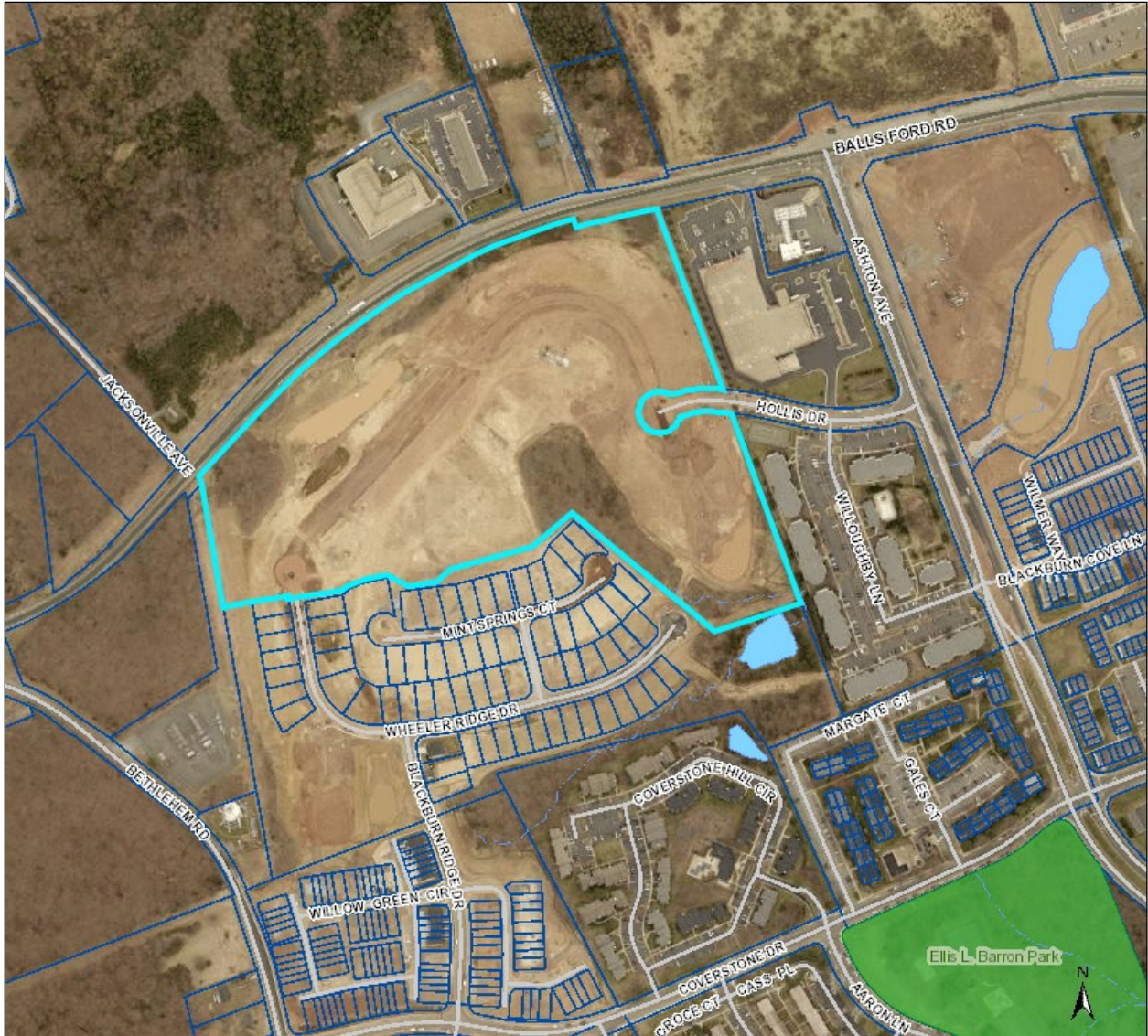
Pursuant to Res. No. 20-____,

a copy of which is attached.

APPROVED AS TO FORM:

County Attorney's Office

Exhibit A



MOTION: BAILEY
SECOND: BODDYE
RE: AUTHORIZE CLOSED MEETING
ACTION: APPROVED

April 28, 2020
Regular Meeting
Res. No. 20-329

WHEREAS, the Board of County Supervisors desires to consult with legal counsel and staff and discuss in Closed Meeting the following matters:

- Consultation with legal counsel and briefings by staff members pertaining to legal advice regarding public body meetings and actions during emergencies and disasters, including COVID-19, where such consultation, discussion or briefing in open meeting would adversely affect the bargaining position, negotiating strategy or litigating posture of the public body, (Section 2.2-3711(A) (8)); and

WHEREAS, pursuant to Section 2.2-3711(A) (8), VA Code Ann., such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes discussion of the aforestated matters in Closed Meeting.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

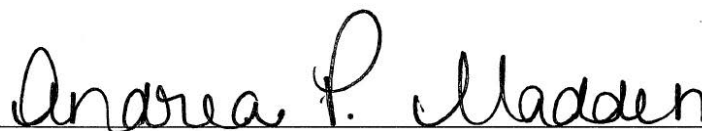
Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 28, 2020
Regular Meeting**

SECOND: ANGRY

Res. No. 20-330

RE: ADOPT FISCAL YEAR 2021 REAL ESTATE PROPERTY TAX LEVY, FIRE LEVY, PERSONAL PROPERTY TAX LEVIES, BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE TAX LEVIES, PERSONAL PROPERTY TAX RELIEF, SPECIAL DISTRICT LEVIES, AND PARKS, RECREATION, AND TOURISM FEES TO SUPPORT THE FISCAL YEAR 2021 ALL FUNDS BUDGET

ACTION: APPROVED

WHEREAS, the public hearings regarding the Fiscal Year 2021 tax levies were duly advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020, and the public hearings regarding the Parks, Recreation, and Tourism fees were advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby adopts the real estate tax rate of \$1.125 per \$100 of assessed value as the Fiscal Year 2021 (Tax Year 2020) real property tax levy;

BE IT FURTHER RESOLVED that in compliance with Titles 58.1 and 27, VA Code Ann., the Prince William Board of County Supervisors hereby adopts the fire levy rate of \$0.0800 per \$100 valuation for Fiscal Year 2021 (Tax Year 2020) on all real estate and restricts these funds for fire and rescue purposes;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 (Tax Year 2020) special levies at a rate per \$100 valuation on all real estate and restricts these funds for the special levy districts as follows:

Mosquito and Forest Pest Management Service District	\$0.0025
Bull Run Mountain Service District	\$0.1230
Lake Jackson Sanitary and Service District	\$0.1650
234 Bypass Transportation Improvement District	\$0.0200
Prince William Parkway Transportation Improvement District	\$0.0000

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 personal property tax levies at a rate per \$100 valuation:

Tangible Personal Property:

General classification of tangible personal property and all other classifications of tangible personal property except for those set forth below;	\$3.70
Programmable computer equipment and peripherals employed in a trade or business	\$1.35
Computer equipment and peripherals used in a data center	\$1.35
Tangible personal property used in a research and development business	\$1.00
Manufactured homes	\$1.125
Watercraft and boats pursuant to §58.1-3506(A)(1)(a), (1)(b), (12), (28), (29), (35) and (36), VA Code Ann.	\$0.00001
Aircraft pursuant to §58.1-3506(A)(2), (3), (4) and (5), VA Code Ann.	\$0.00001
Farm machinery as defined in §58.1-3505, VA Code Ann.	\$0.00001
Privately-owned vans with a seating capacity of not less than seven nor more than fifteen persons, including the driver, used exclusively pursuant to a ridesharing arrangement	\$0.00001
One vehicle owned or leased by a volunteer emergency medical services agency member who regularly responds to calls or regularly performs other duties for the agency or fire department	\$0.00001
One vehicle owned or leased by an auxiliary volunteer fire department or Volunteer emergency medical services agency member who regularly performs duties for the fire department or agency, and the motor vehicle identified is regularly used for such purpose	\$0.00001
Vehicles specially equipped to transport physically handicapped individual persons	\$0.00001
Certain personal property owned by elderly and handicapped persons	\$0.00001
Privately-owned camping and travel trailers used for recreational purposes, and privately-owned trailers designed and used for the transportation of horses	\$0.00001
Privately-owned motor homes used for recreational purposes only	\$0.00001

Machinery and Tools:

Machinery and tools used in manufacturing, mining, water well drilling, processing or reprocessing, radio or television broadcasting, dairy, dry cleaning or laundry business and all other classifications of machinery and tools except for those set forth below;	\$2.00
Heavy construction machinery used in a business	\$3.70

April 28, 2020
Regular Meeting
Res. No. 20-330
Page Three

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 (Tax Year 2020) business, professional and occupational license tax levies at a rate per \$100 of gross receipts for all categories except wholesale merchants, which is at a rate per \$100 of gross purchases, as they appear in Section 11.1-17 and Section 11.1-20 of the Prince William County Code:

Business, Personal, Repair & Other Services	\$0.21
Contractors, Builders, Developers	\$0.13
Financial Services	\$0.33
Hotels, Motels and Lodging Facilities	\$0.26
Professional Services	\$0.33
Public Utilities-Electric and Natural Gas-per Section 11.1-18 of the PWC Code	\$0.50
Public Utilities-All Others-per Section 11.1-18 of the PWC Code	\$0.29
Real Estate Services	\$0.33
Retail Merchant	\$0.17
Wholesale Merchant	\$0.05
Funds received by a person, firm, or corporation designated as the principal or prime contractor for identifiable federal appropriations for research and development services as defined by Section 11.1-17(a)(9) of the PWC Code	\$0.03

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 (Tax Year 2020) personal property tax relief for qualifying vehicles as defined in Section 58.1-3523, VA Code Ann.:

Percentage Credit Applied Against the Personal Property Tax Amount Otherwise Due for Qualifying Vehicles:

Assessed value of \$1,000 or less	100.0%
Assessed value between \$1,001 and \$20,000	45.0%
Assessed value over \$20,000 with such percentage applied as a credit to the first \$20,000 of assessed value	45.0%

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the attached Fiscal Year 2021 Parks, Recreation, and Tourism Fees Schedule; however, the fees may not increase above the "not to exceed" rate adopted by the Prince William Board of County Supervisors in any given year.

ATTACHMENT: Prince William County Department of Parks, Recreation, and Tourism Fiscal Year 2021 Fee Schedule

April 28, 2020
Regular Meeting
Res. No. 20-330
Page Four

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: Candland, Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

Finance Director

Management and Budget Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

**PRINCE WILLIAM COUNTY
 DEPARTMENT OF PARKS, RECREATION, AND TOURISM
 FISCAL YEAR 2021 FEE SCHEDULE**

SERVICE CATEGORY/DESCRIPTION	ADOPTED FY20 Fees Not to exceed	ADOPTED FY21 Fees Not to exceed
AQUATIC FACILITIES & SWIM PROGRAMS		
BIRCHDALE/HAMMILL MILL/GRAHAM PARK POOLS		
Children under 2 years	FREE	FREE
Daily admissions youth 3 - 17 yrs	\$4.75	\$5.00
Daily admission Adult	\$5.00	\$5.25
Daily Admission Senior, 60+ yrs	\$4.00	\$4.25
Evening discount rate after 4pm all ages	\$2.75	\$3.00
Group Discount (20+)	\$4.25	\$4.50
VETERANS PARK POOL		
Children under 2 years	FREE	FREE
Daily admissions youth 3 - 17 yrs	\$6.00	\$6.50
Daily admission Adult	\$6.25	\$6.75
Daily Admission Senior, 60+ yrs	\$5.50	\$6.00
Evening discount rate after 4pm all ages	\$5.00	\$5.50
Group Discount (20+)	\$5.75	\$6.25
WATERWORKS WATERPARK		
Children under 2 years	Free	Free
Under 48"	\$9.00	\$9.50
Over 48"	\$9.75	\$10.25
Senior rate (60+ yrs)	\$9.00	\$9.25
After 4 pm discount all ages Mon- Fri only, no Holidays	\$9.00	\$9.00
20 Punch Card Pass (after 4pm or family of 4)	\$160	\$170
Group Discount 20+	\$7.50	\$7.75
Parent/Tot Play Date 1.5 hrs	\$6.50	\$6.75
Exclusive Afterhours Rentals	\$600/hr	\$600/hr
Pavilion Rentals	\$90/hr	\$100/hr
Standard Birthday Party	\$350	\$375
Bounce n' Splash Party	\$400	\$425
SPLASHDOWN WATERPARK		
Children under 2 years	Free	FREE
Under 48"	\$13.25	\$13.50
Over 48"	\$17.25	\$17.50
After 3pm (Mon-Fri)	\$12.00	\$12.25
Individual Season Pass	\$110	\$110
Parent/Tot Play Date 1.5 hrs	\$6.75	\$7.00
Pavilion Rentals	\$140- \$1,000/day	\$140- \$1,000/day
Birthday Party Category being eliminated	\$400	No fee
SWIM TEAM LANE RENTALS		
All aquatic facilities	\$12-\$24	\$12-\$24

SERVICE CATEGORY/DESCRIPTION	ADOPTED FY20 Fees Not to exceed	ADOPTED FY21 Fees Not to exceed
PRIVATE POOL RENTALS		
Community Pool, Chinn, SBDCRC, Veterans Park, Waterworks, Splashdown Waterpark	\$80-\$3,500	\$80-\$3,500
SWIM LESSONS		
Private Lessons (all ages) Adapted Aquatics, ages 3+	\$200/6-30min lessons plus \$65 additional person; semiprivate	\$200/6-30min lessons plus \$65 additional person; semiprivate
Water Safety classes: Jr. Lifeguards, Scout Water Badges, WSI, Pool Operator Course	\$35 - \$300	\$35-\$300
Group Lessons		
8 class meetings	\$85/\$70	\$85/\$70
7 class meetings	\$70/\$75	\$70/\$75
6 class meetings	\$75/\$70	\$75/70
AMPHITHEATER SHOWS		
LOCUST SHADE	\$5.75/show	\$5.75/show
BATTING CAGE (Locust Shade, SBDCRC)		
18 pitches (SBDCRC & LSP - 15 pitches)	\$3	\$4
105 pitches	\$7	\$8
10 punch pass	\$17	\$18
BOATING FEES (Lake Ridge, Locust Shade)		
Jon boats w/trolling motors	\$29/2 hrs \$46/5 hrs	\$29/2hrs \$46/5hrs
Row boats	\$13/1 hr \$20/2hrs \$26/5 hrs	\$14/1 hr \$20/2hrs \$26/5 hrs
Canoe (L RP)	\$13/1 hr \$22/2 hrs \$38/all day	\$13/1 hr \$22/2 hrs \$38/all day
Kayak	\$13/1 hr \$22/2 hrs \$38/all day	\$13/1 hr \$22/2 hrs \$38/all day
Tandem Kayak	\$15/1 hr \$27/2 hrs \$43/all day	\$15/1 hr \$27/2 hrs \$43/all day
Pedal boat (LSP)	\$9/half hr \$12/1 hr	\$9/half hr \$12/1 hr
Paddle board	\$15/half hr \$27/1 hr	\$16/half hr \$28/1 hr
Launch trailer pass	\$9/daily \$85annual	\$9/daily \$85annual
Launch shore pass	\$7/daily \$40/annual	\$7/daily \$40/annual
CHILDREN'S PROGRAMS		
PLAYSCHOOL PROGRAMS		
Preschool Programs (1/2-day, state licensed)	\$550/mo	\$550/mo

SERVICE CATEGORY/DESCRIPTION	ADOPTED FY20 Fees Not to exceed	ADOPTED FY21 Fees Not to exceed
PARENT/CHILD PROGRAMS		
Chinn/SBDCRC/Veterans 1.5 hrs	\$22	\$25
BEFORE/AFTER SCHOOL CAMP		
(Grades K- 8)		
6am to bus pick up	\$220	\$220
Bus drop off to 7pm	\$350	\$350
Both am & pm	\$450	\$450
CAMPS		
Full Day Camp M-F 9am-5pm	\$425	\$425
Extended Care 6am-7pm	\$25/am or pm \$50 both	\$30/am or pm \$60/both
Specialty Camps: Preschool/Jr. Camps/Nature & Outdoors/Special Interest/Sports/History/Science/Robotics	\$475	\$475
DANCE INSTRUCTION		
Beginner/Intermediate/Advanced Sessions	\$275	\$285
DRIVING RANGE (Locust Shade)		
Small basket	\$8	\$8
Medium basket	\$11	\$11
Large basket	\$13	\$13
Range Pass	\$115	\$115
EQUESTRIAN RING RENTALS		
Nokesville Park, Long Park		
Half Day Rental	\$150	\$150
Full day Rental	\$250	\$250
FACILITY RENTALS		
OUTDOOR PAVILION /TENT RENTALS		
Lake Ridge, Locust Shade, Veterans, Long, Nokesville, Cloverdale, Ben Lomond, Birchdale, Splashdown, Waterworks, SBDCRC, CAFC		
Small pavilion/tent	\$140	\$140
Medium pavilion/tent	\$375	\$375
Large pavilion/tent	\$1020	\$1020
INDOOR ROOM/FACILITY RENTALS		
Birchdale, BLCC, Veterans, SBDCRC, Chinn	\$225/hr	\$235/hr
FARMERS MARKET		
Farmers Market Vendor Fee- regular season Apr-Dec	\$400	\$420
Farmers Market Vendor Fee- Winter- Dec - Mar	\$160	\$170
FITNESS INSTRUCTION		
Youth & Family fitness classes	\$150	\$155
Adult fitness classes	\$350	\$360
Adult Fitness Workshops & Clinics	\$185	\$195
Personal trainer (individual/package)	\$925	\$950
SPECIALTY INSTRUCTION		
	\$130	\$140
SPECIAL INTERESTS/INSTRUCTION		
1 time or 1-day events	\$100	\$100

SERVICE CATEGORY/DESCRIPTION	ADOPTED FY20 Fees Not to exceed	ADOPTED FY21 Fees Not to exceed
SPORTS INSTRUCTION		
	\$300	\$300
MINI-GOLF (Locust Shade)		
Child/Senior	\$6.00	\$6.00
Adult	\$6.50	\$6.50
RECREATION CENTER & FITNESS CENTER ADMISSIONS/PASSES		
SBDCRC, Chinn Center		
Daily Admission (16-59)	\$10.50	\$10.50
Youth (3-15)	\$7.25	\$7.25
Senior (60+)	\$7.25	\$7.25
Senior Discount Days	\$7.25	\$7.25
30-Day Pass Fee		
Adult (16-59)	\$80	\$85
Youth (3-15)/Senior (60+)	\$70	\$75
6/12 Month Plan Memberships SBDCRC/CAFC	\$60/mo individual with add on options	\$64/mo individual with add on options
SHOWMOBILE RENTAL	\$250/hrly rate, fuel with market	\$260/hrly rate, fuel with market
SPORTS LEAGUES PARTICIPATION FEES		
Outdoor:		
Youth Resident	\$30	\$30
Youth Non-Resident	\$38	\$38
Adult County Resident	\$44	\$44
Adult Non-Resident	\$56	\$56
Swim Team Participant	\$17	\$17
Indoor:		
Youth Resident	\$33	\$33
Youth Non-Resident	\$41	\$41
Adult County Resident	\$49	\$49
Adult Non-Resident	\$71	\$71
Swim Team Participant	\$17	\$17
School System supervisor fees/ custodial cost	\$90	\$90
SPORTS RENTAL FEES		
Outdoor:		
Rental (Grass Fields – Up to 10 Dates)	\$25/Field	\$50/Block
Park Rental (Artificial Turf Fields – Prime)	\$100/Hour	\$115/Hour
Park Rental (Artificial Turf Fields –Non-Prime)	\$80/Hour	\$100/Hour
Park Rental (Artificial Turf Fields – School)	\$25/Hour	\$25/Hour
School Rental (Artificial Turf Fields)		\$25/Hour
Youth Seasonal	\$430/Team	\$450/Team
Adult Seasonal	\$640/Team	\$675/Team
Indoor:		
Reservation	\$25/Date Facility	\$25/Date Facility

SERVICE CATEGORY/DESCRIPTION	ADOPTED FY20 Fees Not to exceed	ADOPTED FY21 Fees Not to exceed
Rental (Indoor Facility/Room)	\$45/Hour	\$50/Hour
Additional Personnel - Supervisor	\$20/Hour	\$20/Hour
Additional Personnel – Custodian (PWCS Fee)	\$30/Hour	\$35/Hour
Additional Personnel - Student Tech (PWCS Fee)	\$15/Hour	\$15/Hour
Cancellation / Change (Less than 2 weeks' notice; plus 2 Hours personnel fees when applicable)	\$25/Date /Facility	\$25/Date /Facility or Block
TOURNAMENT / SPECIAL EVENT FEES		
PWC Recognized League Tournament	\$50/Field or Court	\$50/Field or Court
NON-PWC Recognized League Tournament	\$150/Field or Court	\$150/Field or Court
Special Event (Non-Tournament with 50 or more participants; additional direct costs may be added to fee)		\$200/Event
Deposit (Within 5 Days of Approval)	\$25/Field or Court	50% /Field or Court
Cancellation – Per Field or Court (Less than two weeks' notice of the event date)		\$25 plus Deposit
Change – After Permit Completion (Plus 2 Hours of Personnel Fees, when applicable)		\$25 / Occurrence
ADDITIONAL SERVICE FEES		
Lighting Fee – Musco Control Link and/or Lighting Report Systems	\$9/Hour	\$9/Hour
Lighting Fee – Stadium Lights	\$42/Hour	\$42/Hour
Commercial Fee – 15% Gross Revenue any For-Profit activity	15% / Event	15% / Event
Late Payment Fee (Exceeding 30 days from invoice date)		6%/Invoice

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Res. No. 20-331**

SECOND: BODDYE

**RE: DIVIDE THE QUESTION – ADOPT FISCAL YEAR 2021 STORMWATER
MANAGEMENT FEES, SOLID WASTE USER FEES, LAND DEVELOPMENT
APPLICATION REVIEW, INSPECTION AND LAND USE APPLICATION (ZONING,
REZONING, AND SPECIAL USE PERMIT) FEES, BUILDING DEVELOPMENT FEES,
EMERGENCY MEDICAL SERVICES BILLING FEES, AND MOTOR VEHICLE TAX
LEVIES TO SUPPORT THE FISCAL YEAR 2021 ALL FUNDS BUDGET**

ACTION: APPROVED

WHEREAS, on its April 28, 2020 Agenda, the Board of County Supervisors (Board) has a question / ordinance for consideration which contains several parts, each of which is capable of standing as a complete proposition if the others are removed; the initial proposed question / ordinance being: ***Adopt – Fiscal year 2021 Stormwater Management Fees, Solid Waste User Fees, Land Development Application Review, Inspection and Land Use Application (Zoning, Rezoning, and Special Use Permit) Fees, Building Development Fees, Emergency Medical Services Billing Fees, and Motor Vehicle License Tax Levies to Support the Fiscal Year 2021 All Funds Budget;*** and

WHEREAS, the Board desires to divide the ordinance into two separate questions / ordinances for consideration as follows: (1) Adopt the Fiscal Year 2021 Stormwater Management Fees, Solid Waste User Fees, Emergency Medical Services Billing Fees, and Motor Vehicle License Tax Levies to Support the Fiscal Year 2021 All Fund Budget and (2) Adopt the Fiscal Year 2021 Land Development Application Review, Inspection and Land Use Application (Zoning, Rezoning, and Special Use Permit) Fees, and Building Development Fees to Support the Fiscal Year 2021 All Funds Budget;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby divides the question/ordinance into two separate ordinances for consideration as follows: (1) Adopt the Fiscal Year 2021 Stormwater Management Fees, Solid Waste User Fees, Emergency Medical Services Billing Fees, and Motor Vehicle License Tax Levies to Support the Fiscal Year 2021 All Fund Budget and (2) Adopt the Fiscal Year 2021 Land Development Application Review, Inspection and Land Use Application (Zoning, Rezoning, and Special Use Permit) Fees, and Building Development Fees to Support the Fiscal Year 2021 All Funds Budget.

Votes:


Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST:



Clerk to the Board

MOTION: BAILEY

**April 28, 2020
Regular Meeting
Ord. No. 20-11**

SECOND: ANGRY

RE: ADOPT FISCAL YEAR 2021 STORMWATER MANAGEMENT FEES, SOLID WASTE USER FEES, EMERGENCY MEDICAL SERVICES BILLING FEES, AND MOTOR VEHICLE LICENSE TAX LEVIES TO SUPPORT THE FISCAL YEAR 2021 ALL FUNDS BUDGET

ACTION: APPROVED

WHEREAS, the public hearing regarding the Stormwater Management, Solid Waste User, and Emergency Medical Services Billing fees was advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020, and the Fiscal Year 2021 Motor Vehicle License tax levies was duly advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 Stormwater Management Fees:

Single Family Detached Residential Property	\$39.36 per year
Townhouses, Apartments, and Condominiums	\$29.52 per year
Developed Non-residential Property	\$39.36 per 2,059 square feet impervious area per year

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors, as the governing body of the Prince William Sanitary District, hereby adopts the following Fiscal Year 2021 Solid Waste User Fee rates:

Single Family Homes	\$70.00 per year
Townhouses	\$63.00 per year
Multi-Family Units	\$47.00 per year
Mobile Homes	\$56.00 per year
Businesses and Non-Residential	\$70.00 per *SFE per year (1 SFE = 1.3 tons) based upon annual disposal tons generated

**SFE = Single Family Equivalent*

April 28, 2020
Regular Meeting
Ord. No. 20-11
Page Two

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 Emergency Medical Services Billing Fees:

Advanced Life Support (ALS1)	\$600.00 per provided service
Advanced Life Support (ALS2)	\$800.00 per provided service
Basic Life Support (BLS)	\$500.00 per provided service
Transportation Distance	\$11.00 per mile

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors hereby adopts the following Fiscal Year 2021 (Tax Year 2020) motor vehicle license tax rates as they appear in Section 13-78 of the Prince William County Code:

Automobiles, trucks and motor homes (any weight)	\$33.00
Motorcycles	\$20.00
Trailers	\$0.00

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Wheeler

Nays: Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

Finance Director

Management and Budget Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Ord. No. 20-12**

SECOND: BODDYE

RE: ADOPT FISCAL YEAR 2021 LAND DEVELOPMENT APPLICATION REVIEW, INSPECTION AND LAND USE APPLICATION (ZONING, REZONING AND SPECIAL USE PERMIT) FEES, AND BUILDING DEVELOPMENT FEES TO SUPPORT THE FISCAL YEAR 2021 ALL FUNDS BUDGET

ACTION: APPROVED

WHEREAS, the public hearing regarding the Land Development and Building Development fees was advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby adopts the attached Fiscal Year 2021 Land Development Application Review, Inspection and Land Use Application (Zoning, Rezoning and Special Use Permit) Fees, and the Building Development Fees.

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors hereby adopts the attached Fiscal Year 2021 Land Development Application Review, Inspection and Land Use Application (Zoning, Rezoning and Special Use Permit) Fees, and the Building Development Fees.

ATTACHMENTS: Land Development Application Review and Inspections Fee Schedule
Building Development Fee Schedule

Votes:
Ayes: Angry, Bailey, Boddye, Lawson, Franklin, Vega, Wheeler
Nays: Candland
Absent from Vote: None
Absent from Meeting: None

For Information:
Finance Director
Management and Budget Director

ATTEST: Andrea P. Madden
Clerk to the Board

County of Prince William

5 County Complex Court, Prince William, VA. 22192
(703) 792-6830, Fax (703) 792-4758 www.pwcgov.org



Land Development Application Review and Inspections

Fee Schedule

Effective July 1, 2020

Telephone numbers for additional information

Land Development/Plan Review	(703) 792-6830	Bonds and Escrows	(703) 792-6830
Environmental Services	(703) 792-7070	Finance/BPOL	(703) 792-6710
Planning Office	(703) 792-7615	Fire Marshal's Office	(703) 792-6360
Transportation Department	(703) 792-6825	GIS/Mapping	(703) 792-6840
Watershed Management	(703) 792-7070	Health Department	(703) 792-6310
Zoning Administration	(703) 792-7615	Neighborhood Services	(703) 792-7018
Zoning Division	(703) 792-6830		
Building Code Enforcement	(703) 792-6931	Miss Utility	(800) 552-7001
Building Construction Inspections	(703) 792-7006	Service Authority	(703) 335-7900
Building Permits	(703) 792-6924	VA Dept of Transportation	(703) 383-8368
Building Plan Intake	(703) 792-4040	VA. DPOR:	
Building Plan Review	(703) 792-6930	Contractors	(804) 367-8511
Special Inspections	(703) 792-6112	Architects and Engineers	(804) 367-8506

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Land Development Application Review and Inspection Fees

This section identifies fees charged for review and permitting in connection with applications for land development activities in Prince William County, Virginia.

Applicants should use this schedule to identify what fees are required. A review fee calculation form or a land permit calculation form must accompany each plan submission application, as identified in the Administrative Procedures Manual, to identify how the fee amount was derived. The fee calculation forms are available at the Department of Development Services at (703) 792-6830 and on the Department of Development Services web page at www.pwccgov.org/LDDDocs.

The exact amount should be used when calculating payments for land development review(s) and permit fees when submitted as part of the application process. If there is a miscalculation of fees by less than 20 percent and the plan meets quality control screening standards, the Department of Development Services will accept the plans and adjust the amount by the final submission (signature submission).

Any fees calculated on an area basis must be figured to a minimum of two decimal places. For example, if the parcel area is 8.49956 ac, do not use 8.4 ac or 8.5 ac, 8.50 ac should be used to calculate the fees.

Payment can be made using cash, checks, or credit/debit cards for all land development review(s) and permit fees. However, credit card payments for bonds and/or escrows (including lot escrows) will not be accepted (cash or check only). Checks should be made payable to 'Director of Finance, Prince William County'. Only the following credit/debit cards will be accepted for land development fees: Master Card, Visa, and Discover. All credit/debit card transactions must be processed in person. Currently, we do not accept credit/debit card payments over the phone or online.

PART I

NOTES AND ADMINISTRATIVE STANDARDS

This section is provided for clarification of the terms used in subsequent parts.

Important Terminology - The following terms and their definitions are to be applied when using this fee schedule.

- 1. Application/Base Fee** - This is the fee payment that is required to be paid in full upon the initial submission of any study or plan that is subject to Department of Development Services' review or administration. In either case, the specific fee will state whether this amount is a minimum amount or is in addition to a supplemental fee.
- 2. Supplemental Fee** - This fee is to be provided upon initial submission of any applicable plan. The amount due upon first submission of any plan is equal to either the applicable project variable multiplied by the item charge, or the percentage of total bond (specified in the fee schedule) multiplied by the total performance bond amount found on the plan cover sheet. Plans will not be accepted for initial submission without a completed unit price list and bond estimate, and the resultant supplemental fee calculation. Supplemental fees are calculated using costs that are normally bondable even when some or all bonds shown will not be required to be posted (as in plans for public uses and facilities).
- 3. Fee Reconciliation** - As part of the pre-signature summary letter, an analysis will be performed by the Department of Development Services to determine if a change in total performance bond occurred during plan review from the figure established as part of the first submission.

If there was an increase in total performance bond during the plan review, or if the plan file indicates outstanding fees due, the Department of Development Services shall include the total balance due in the signature summary letter. That amount must be included with the signature submission, or the plan will not be accepted for signature.
- 4. Unit Price List (UPL) Bond** - This amount is the total construction cost (total bond amount less the administrative and inflation cost estimate) located on the PWC standard cover sheet.
- 5. Total Bond** - This amount is the total performance bond amount, equal to the total construction cost (UPL bond) plus the administrative and inflation costs, as shown on the bond estimate located on the plan cover sheet. This includes those plans for public uses and facilities, Dale Service Corporation, and Virginia American Water. (For any project involving either Dale Service Corporation or Virginia American Water, the supplemental fee and total performance bond are to be itemized between company and county bonded items.)

Note: This amount must be calculated according to this schedule and provided on the cover sheet, at the initial (i.e., first) submission of any relevant subdivision/ site plan, revision, or other plan type requiring a supplemental fee.
- 6. Single Family Detached (SFD) Plan Submissions** - Any residential subdivision plan involving detached residential dwelling units with any design or style characteristics
- 7. Townhouse/Multifamily (TH/MF) Plan Submission** - Any residential subdivision or site plan involving attached residential dwelling units with any design or style characteristics. This includes but is not limited to duplexes, multiplexes, fee simple townhouses, condominiums (if attached), garden or other apartments, or high-rise residential development.
- 8. Non Residential Subdivision Plan** - Any non residential subdivision plan involving creating parcels/lots for non residential use.

- 9. Public Improvement (PI) (Infrastructure) Plan Submissions** - If an infrastructure plan (road, storm sewer, stormwater management, utilities, etc.) is proposed to a residential or nonresidential project, but is not submitted in conjunction with the site and subdivision plans for the project being served, the PI fee category identified in the fee schedule will be used. In cases where the infrastructure plan is submitted as part of a site or subdivision plan, the review fee appropriate for the site or subdivision plan will be used. Major road plans serving more than one development (such as those identified in the Comprehensive Plan) will be treated as public improvement plans.
- 10. County Public Improvement Projects** - The Director of Development Services has the discretion to determine which fee(s) are charged for County Public Improvement Projects.
- 11. Refunds** - The Land Development Division does not offer refunds once formal acceptance of a first submission has occurred.
- 12. Revision Fee** - Any plan revision that proposes an increase and/or change of less than 25 percent of the original plan, disturbed area, building area, or number of units/lots shall use the appropriate site plan or subdivision revision fee category. If the plan's revision proposes more than a 25 percent increase or change to the original plan, the appropriate final site or subdivision fee category shall be used. (The file number designation shall have no relevance to the fee category used.)
- 13. Targeted Industry Plan Review and Development Permit Fees** - The proposed development must be appropriately classified prior to plan submission in order to qualify for targeted industry status. Determination will be made in writing by the director of Economic Development upon written request of the applicant. All such approved verifications must accompany the initial plan submission.
- 14. Extensions and Waivers for Final Site/Subdivision Plan Resubmission** - In the event a plan resubmission is not received by the deadline, an administrative extension shall be requested in accordance with Part II, #9 of the Fee Schedule. Should any project remain dormant for a period of time exceeding 60 days without an extension request, individual administrative extensions and/or 6-month waiver requests shall be used to bring the project current prior to resubmission.

Land Use Applications - Zoning, Rezoning and Special Use Permit Fees

This section identifies fees charged in connection with the review and processing of applications for rezoning, special use permits, zoning permit fees, and other land use applications reviewed by the Planning Office.

Applicants should use this schedule to identify fees associated with their respective applications. The fee schedules for rezoning and special use permit applications may also be found as part of the rezoning and special use application checklists.

Checks for land use review fees must be made payable to the Director of Finance, Prince William County, and submitted as part of the application process.

Refunds: A refund of 25% of the application fee shall be returned to the applicant if the application requiring a public hearing is withdrawn prior to the submission of a newspaper advertisement announcing the Planning Commission public hearing. Cases withdrawn after the advertisement will not have any funds reimbursed.

PART II - GENERAL LAND DEVELOPMENT AND RELATED FEES

	Fee
1. Quality Control Review Fee (final site/subdivision plans and revisions)	\$ 168.00
2. Quality Control Review Fee (minor site plans)	\$ 52.58
3. Quality Control Rejection Fee	\$ 268.23
4. Concurrent Processing - of a final site/subdivision plan or revision while a Planning Office application requiring a Public Hearing is being reviewed simultaneously	\$ 525.82
5. Conservation Escrow - as percentage of total UPL bond	16.46%
6. Plat Administration	
Re-stamping of plans/revalidation of plats - base/administrative fee plus price per sheet over ten sheets	\$ 87.36
	\$ 3.69
Re-stamping of lost plans, additional copies, or revalidation of plats due to non-technical changes.	
Revalidation of plat for final subdivision/site plan, record, or easement plat - base plus price per sheet over ten sheets	\$ 87.36
	\$ 3.69
Applicable where a plat approval is still valid, but a non-technical change to the plat is required, i.e., ownership change, deed book and page number updates.	
Plat Vacation pursuant to Virginia Code § 15.2-2271 or § 15.2-2272	\$ 150.00
7. Waiver Requests	\$ 717.34
Waiver request by individual lot owner	\$ 169.80
8. Cemetery Preservation Area and Fence Modification	\$ 110.10
9. Plan Resubmission Time Extension Request (maximum four extensions)	\$ 83.67
Note: After the maximum number of regular review cycle time extensions, a formal waiver request (with fee) plus \$81.31 time extension request is necessary. This must be requested in writing. Any extensions granted in such instances shall be based upon current county policy guidelines for third or signature extensions.	
10. Administrative Reviews - This is applicable only where there are no review agencies other than Development Services involved in the review process. Otherwise, the fee category used shall be the minor subdivision/site plan review category.	\$ 378.97
11. Substitute Permit Fee - This is applicable only when a new developer takes over an existing project. The new developer must obtain a permit under the company name.	\$ 224.00
12. Revisions to any Approved Plan or Plat, all types (including PASA and Lime stabilization studies)	
Application Fee	\$ 1,264.88
Targeted Application Fee	50% of non-targeted
Supplemental Fee - total not to exceed percentages of total bond or any increase in total bond (whichever applicable)	\$ 10,290.00
Residential Development	3.53%
Nonresidential Development	3.53%
Targeted Industry Development	50% of non-targeted
13. Bond Administration Fee (due at surety posting)	\$ 560.00
14. Bond Release Fee (due prior to bond release)	\$ 514.50
15. Lot Escrow Administrative Fee (single-family detached), per lot	\$ 52.58
16. Performance Agreement Extension Request	
If request is submitted prior to the expiration of the performance agreement	\$ 1,419.90
If request is submitted after the expiration of the performance agreement	\$ 2,131.06
17. Performance Agreement Reduction Request	\$ 1,419.90
18. Performance Agreement Substitution (per performance agreement)	\$ 261.88
19. Escrow Revision/Reduction Request	\$ 436.06

PART III - SPECIFIC DEVELOPMENT STUDIES REVIEW FEES

Fee

The appropriate fee will be charged for all traffic impact studies, PASAs, RMA Limit Studies, and WQIAs, etc., whether they are submitted separately or in conjunction with a site or subdivision plan.

1. Quality Control Fee (Development Study or Report)	\$ 78.87
2. Traffic Impact Studies	
a. First Submission	\$ 1,577.46
b. Third and Subsequent Submissions	\$ 788.73
3. Perennial Flow Determination	
Regular (drainage area greater than 50 Acres)	\$ 872.38
Minor (drainage area less than or equal to 50 Acres, and individual single family lots)	\$ 290.38
4. Preservation Area Site Assessments (PASA)	
PASA (if applicable)	\$ 2,145.87
plus fee if submitted with plat	\$ 142.73
Individual lot PASA (per lot) in conjunction with a building permit	\$ 232.55
5. Resource Management Area (RMA) Limits Study	
Preliminary study	\$ 1,012.64
Final study	\$ 337.13
Individual lot study (per lot) in conjunction with a building permit	\$ 169.80
Final study without prior submittal of preliminary study	\$ 1,012.64
6. Water Quality Impact Assessment (WQIA)	
Preliminary WQIA	\$ 1,012.64
Final WQIA with prior submittal of preliminary WQIA	\$ 505.71
Final WQIA without prior submittal of preliminary WQIA	\$ 1,012.64
7. Intensely Developed Area (IDA) Boundary Modification Request	\$ 785.02
8. Exception for RPA Encroachment	
Administrative Exception (individual residential lot - primary)	\$ 165.78
Administrative Exception (individual residential lot - accessory)	\$ 84.09
Public Hearing Exception (through Chesapeake Bay Preservation Area Review Board)	\$ 785.02
Appeal to Chesapeake Bay Preservation Area Review Board	\$ 766.41
9. Floodplain Studies	
The fee for floodplain studies will be calculated by adding the application fees and the hydraulic analysis fee.	
Hydrologic Analysis	
Computation of Discharges - These fees are based on the size of the watershed at the downstream end of the project.	
Application Fee	\$ 759.18
Additional Review Fee, per square mile	\$ 169.80
<i>Note: If the discharges are obtained from an approved study, a fee should be submitted in lieu of the above fees. The acceptability of the study will be determined by the Director of Public Works.</i>	\$ 378.97
Hydraulic Analysis	
Computation of Water-Surface Elevations	
Application Fee - Based upon no structural measures and no stream or channel modification	\$ 759.18
Additional Review Fee	
If the hydraulic analysis includes any structural measures (culverts, berms, etc.) within the project site or any floodplain modifications (fill, excavation, etc.), the following amounts will be added to the base fee for each structure or modification shown.	
Bridge or Culvert (no channelization)	\$ 809.62
Levees, Berms, Dams, or Other Structural Measures	\$ 1,433.45
Channel or Floodplain Modifications	\$ 895.75
10. Geotechnical Study	
Commercial Site and Subdivision Geotechnical Report (Final & Major Revision)	\$ 2,223.55
Commercial Site and Subdivision Geotechnical Report (Minor Revision)	\$ 146.56

PART IV - RESIDENTIAL SUBDIVISION/SITE PLAN REVIEW FEES

Fee

Fees for the Health Department or other agency reviews or studies are due at time of initial submission and must be paid concurrently with the given application fee shown below.

1. Preliminary Residential Subdivision/Site Plan

Application Fee, minimum OR	\$ 759.18
per proposed lot/unit, whichever is greater	\$ 50.45

2. Final Single Family Detached (SFD) Residential Subdivision Plan (resulting in three or more lots)

Application Fee	\$ 759.18
Supplemental Fee, per lot	\$ 623.83
Health Department Review Fee (if applicable), per lot	\$ 19.69

3. Final Single-Family Detached (SFD) Residential Subdivision/Site Plan (resulting in less than three lots)

Application Fee	\$ 759.18
Health Department Review Fee (if applicable), per lot/unit	\$ 19.69

4. Final Residential Townhouse/Multifamily (TH/MF) Residential Subdivision/Site Plan

Application Fee	\$ 759.18
Supplemental Fee per lot/unit	\$ 417.11

5. Public Improvement (Infrastructure) Plans - Serving any residential subdivision or site plan and submitted separately

Application Fee	\$ 759.18
Supplemental Fee - total not to exceed	\$ 101,186.83
Percentage of total bond applied up to \$2M	1.77%
Percentage of total bond applied over \$2M	0.85%

6. Family Land Transfers, per application

\$ 759.18

7. Plan Revalidation

\$ 378.97

PART V - NONRESIDENTIAL SUBDIVISION/SITE PLAN REVIEW FEES

Fee

PART V - NONRESIDENTIAL SUBDIVISION/SITE PLAN REVIEW FEES		Fee
1. Sketch/Preliminary Plan		
Application Fee		\$ 759.18
plus fee per 1,000 gross bldg sf proposed		\$ 0.84
2. Final Site Plan		
Application Fee		\$ 759.18
Health Department Review Fee (if applicable), per lot		\$ 19.69
Private Utility System Review Fee (if applicable), minimum fee		\$ 72.59
Fee per disturbed acre		\$ 36.91
Supplemental Fee - total not to exceed		\$ 47,221.42
per gross sq. ft. of proposed building(s) up to 10,000 sq. ft.;		\$ 1.01
per gross sq. ft. of proposed building(s) over 10,000 sq ft		\$ 0.35
3. Final Subdivision Plan		
Application Fee		\$ 759.18
Supplemental Fee, per lot/parcel		\$ 623.83
Health Department Fee (if applicable) per lot/parcel		\$ 19.69
Private Utility System Review Fee (if applicable), minimum fee		\$ 72.59
Fee per disturbed acre		\$ 36.91
4. Outdoor Recreation Uses - e.g., golf course, driving range, kiddie park		
Application Fee		\$ 759.18
Private Utility System Review Fee (if applicable), minimum fee		\$ 72.59
Fee per disturbed acre		\$ 36.91
Supplemental Fee - total not to exceed		\$ 47,221.42
per gross sq. ft. of proposed building(s) up to 10,000 sq. ft.;		\$ 1.01
per gross sq. ft. of proposed building(s) over 10,000 sq ft		\$ 0.35
5. Public Improvement (Infrastructure) Plans - Serving non-residential projects and submitted separately		
Application Fee		\$ 759.18
Private Utility System Review Fee (if applicable), minimum fee		\$ 72.59
Fee per disturbed acre		\$ 36.91
Supplemental Fee - total not to exceed		\$ 104,499.14
Percentage of total bond applied up to \$2M		1.77%
Percentage of total bond applied over \$2M		0.85%
6. Targeted Industry Site Plan		
Application Fee		\$ 378.97
Health Department Review Fee (if applicable), per lot		\$ 19.69
Private Utility System Review Fee (if applicable), minimum fee		\$ 72.59
Fee per disturbed acre		\$ 36.91
Supplemental fee (final site plan)		50% of non-targeted

PART V - NONRESIDENTIAL SUBDIVISION/SITE PLAN REVIEW FEES

Fee

7. Public Improvement (Infrastructure) Plans - Serving targeted industry project and submitted separately	
Application Fee	\$ 378.97
Private Utility System Review Fee (if applicable), minimum fee	\$ 72.59
Fee per disturbed acre	\$ 36.91
Supplemental Fee - total	50% of non-targeted
8. Minor Site Plan	
Application Fee	\$ 759.18
Private Utility System Review Fee (if applicable), minimum fee	\$ 72.59
Fee per disturbed acre	\$ 36.91
Supplemental Fee (if applicable)	
Percentage of total bond OR	3.54%
Percentage of any increase in the total bond from the latest final plan	3.54%
9. Small Cell Facility, per plan	
Up to 5 facilities	\$ 100.00
Each additional facility, up to 35	\$ 50.00
10. Telecom Administrative Review - eligible projects	
	\$ 500.00
11. Plan Revalidation	
	\$ 378.97

PART VI - PLAT REVIEW FEES

Fee

1. Plat and Deed Review Fees for Plats Associated with Final Subdivision Site Plans and Individual Lot Grading Plans

The following fees are due at first (initial) submission:

Subdivision Plat Fee - General Review Fee, per plat, plus
 fee per lot

\$ 142.73
\$ 38.14
\$ 142.73

Easement Plat Fee, per plat

2. Plat and Deed Review for Re-subdivision, Consolidation, or Simple Subdivision

The following fees are due at first (initial) submission

Administrative Fee

\$ 759.18

Subdivision Plat Fee - General Review Fee, per plat plus
 fee per final lot

\$ 142.73
\$ 38.14

3. Residential Deed of Consolidation (without associated plat)

\$ 759.18

4. Quality Control Review Fee (Plats - Vacations, Petitioned Rights-of-Way, Public Easement, not associated with other plans or plats)

\$ 31.55

5. Plats - Vacations, Petitioned Rights-of-Way, Public Easement (not associated with other plans or plats)

\$ 759.18

PART VII - PREDEVELOPMENT IMPROVEMENT PLANS/PERMITS

Fee

These predevelopment improvement plan fees are to be deducted from the site development/site preparation permit fee when that permit is requested.

1. Erosion Control/Restoration Plan/Stockpile or Borrow Plans Review Fee

These plans may be submitted only for the following types of development:

- Private subdivision consisting of lots 10 acres or greater in size;
- Bona fide agricultural use;
- Associated with a final subdivision/site plan or project.

Note: In the latter case, the parent plan must have been approved prior to submission of the above plans.

Application Fee

\$	759.18
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Supplemental Fee - total not to exceed percentage of erosion control escrow

\$	15,435.00
	5.07%

2. Grading and/or Infrastructure Permit (Nonresidential only)

Grading Permit, percentage of erosion control escrow, \$1,685.69 minimum

\$	1,685.69
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Grading and Infrastructure Permit, percentage of total bond, \$1,685.69 minimum, plus

	16.86%
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Percentage of the erosion control escrow bond not to exceed the site development permit fee.

	5.27%
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	16.86%
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Note: The above plans may be accepted for review and subsequently approved by the Director of Development Services or his designee, but only after submission of a final subdivision/site plan for second review and the resolution of all major issues.

3. A-1, Residential/Agricultural & Erosion Control Permit

This permit will be issued for instances where a site development permit is not required and the area of disturbance exceeds 2,500 square feet.

\$	1,685.69
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Percentage of erosion control escrow, \$1,685.69 minimum

	16.86%
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PART VIII - LAND DEVELOPMENT PERMIT FEES

Fee

More than one of the permit fees listed below may apply to a given plan. Payment of all relevant permit fees is required prior to the permit issuance.

Site Development/Site Preparation Permit Fees

1. Final Site/Subdivision Plan

Application Fee	\$ 759.18
Supplemental Fee	
Residential Development	
Single Family Detached (SFD), per lot	\$ 1,179.98
Townhouse/Multifamily (TH/MF), per lot/unit	\$ 346.98
Nonresidential Subdivision Plan, per lot/parcel	\$ 1,179.98
Nonresidential Site Plan - total not to exceed	\$ 42,161.89
Per gross sq. ft. of proposed building(s) up to 10,000 sq. ft.	\$ 0.89
Per gross sq. ft. of proposed building(s) over 10,000 sq. ft.	\$ 0.29

2. Public Improvement (Infrastructure) Plan serving a residential, a non-residential project, or both, but submitted separately

Application Fee	\$ 759.18
Supplemental Fee - not to exceed	\$ 139,974.89
Percentage of total bond for first \$2M	5.27%
Percentage of total bond for over \$2M	3.53%

3. Targeted Industry Development

Application Fee	\$ 378.97
Supplemental Fee	50% of non-targeted

4. Public Improvement Plan - Serving a targeted industry project, but submitted as a separate plan.

Application Fee	\$ 378.97
Supplemental Fee - not to exceed	50% of non-targeted

5. Outdoor Recreation Uses (e.g., golf course, driving range, kiddie park)

Application Fee	\$ 759.18
Supplemental Fee - not to exceed	\$ 42,161.89
Per disturbed acre	\$ 337.13
Per gross sq. ft. of proposed building(s) up to 10,000 sq. ft.	\$ 0.89
Per gross sq. ft. of proposed building(s) over 10,000 sq. ft.	\$ 0.29

PART VIII - LAND DEVELOPMENT PERMIT FEES

Fee

6. Revision Plans

Application Fee	\$ 1,264.88
Supplemental Fee - percentage of total bond or any increase in total bond, whichever is applicable	
Residential Development	7.59%
Nonresidential Development	7.59%
Targeted Industry Development	50% of non-targeted

7. Administrative Review/Minor Site Plans

Application Fee	\$ 227.63
Supplemental Fee - percentage of total bond	
Residential Development	5.87%
Nonresidential Development	8.89%
Targeted Industry Development	50% of non-targeted

8. Flood Hazard Use Permit

	\$94.74
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9. Underground Utility Permit

	\$142.73
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10. Land Disturbance Permit

	\$125.50
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Note: Schools and Other Prince William County Facility Subdivision/Site Plans

The design engineer shall note on the initial submission the appropriate application and supplemental fees along with supporting documentation even though the total bond may not be posted. Payment or crediting will be determined according to county policies and procedures relevant to the particular plan and agency.

PART IX - MISCELLANEOUS FEES

Fee

1. Sale of Computer Generated Information - Reports	
Standard reports (from listing)	
Up to ten pages	
Over ten pages	\$ 12.01
Customized reports/printouts - must be pre-ordered; will be billed according to the following fees:	
Per hour	\$ 108.12
Programming time, per minute	\$ 0.37
Computer connection time, per second	\$ 0.22
2. Overtime Policy	
Per hour	\$ 38.14
When a contractor's special request for inspections (trade or site) beyond normal working hours has been approved by the Building Official, a per-hour fee shall be charged over and above any fees already levied for the permit or inspections.	
<u>Billable Minimum</u> - A minimum of two hours will be billed for any one day.	
<u>Travel Time</u> - Travel time is included in billable hours.	
<u>Record Keeping</u> - Inspectors must keep detailed records of inspection time and travel time.	
<u>Advance Agreement</u> - The inspection fees and approximate hours must be agreed upon in advance, in writing, by the firm requesting the overtime service and the Building Official.	
<u>Billing</u> - Approved inspection fees will be billed on a weekly basis unless other arrangements are made.	
<u>Payments</u> - Payments on invoices must be paid promptly. Inspections will be discontinued if invoices are not paid within one week.	
3. Returned Check Fee	\$ 50.00
4. Site Occupancy Phasing Plans, per phase	\$ 99.71
5. Site Occupancy Inspection Request - Per phase field inspection	\$ 141.75
6. Lot Grading Plans - Lots being reviewed exclusive of subdivision review, per lot	\$ 458.95
7. Minor Lot Grading Plan Revision	\$ 59.06
Note: Major revisions shall be charged the normal lot grading plan fee.	
8. Lot Grading Inspection (Paid with Building Permit)	\$ 228.86
Re-inspection fee	\$ 95.97
9. Pavement Redesign and CBR Test Verification, per street	\$ 376.51
10. Geotechnical Report in Conjunction with a Lot Grading Plan, per lot	\$ 165.78
11. Fire Lane Plan Review	\$ 286.62
12. Fire Lane Plan Inspection	\$ 233.32
13. As-Built Plan Review	
First Submission	\$ 369.12
Second Submission (one-time fee)	\$ 301.45
14. Camera Van Inspections	
a. Per linear foot (\$280 minimum)	\$ 2.33
b. Minimum fee	\$ 280.00
15. Camera Van Re-Inspection	
a. Work not ready for inspection as defined in Camera Van policy. Not ready is defined as all of the required items for the requested inspection have not been installed and/or the work is not complete.	\$ 280.00
b. Work is ready for inspection as defined in Camera Van policy, but deficiencies are identified. The reinspection fee shall be charged for each inspection over two when the identified deficiencies have not been corrected.	\$ 280.00
16. Erosion & Sediment Control Variance	\$ 355.58
17. Wetlands Permit Application	\$ 603.56
a. Mitigation rate vegetated \$18.00 sq ft	
b. Mitigation rate non-vegetated \$9.00 sq ft	
18. Concrete Re-Inspection fee for driveways and sidewalks	\$ 145.60
19. Open Cut Trenching for utility crossings on paver travelways and streets which are not in the State system of highways	\$ 205.80

PART I -REZONING FEES

Classification	Zoning District	Base	Plus/Acre
A-1	Agricultural		
	a. without a residential component	\$ 8,067.75	\$ -
	b. with a residential component	\$ 10,084.68	\$ -
SR- 5	Semi-rural Residential	\$ 10,084.68	\$ 289.81
SR-3	Semi-rural Residential	\$ 10,084.68	\$ 289.81
SR-1	Semi-rural Residential	\$ 10,084.68	\$ 289.81
R-2	Suburban Residential Low	\$ 10,084.68	\$ 289.81
R-4	Suburban Residential Low	\$ 10,084.68	\$ 289.81
R-6	Suburban Residential Medium	\$ 10,084.68	\$ 289.81
RMH	Residential Mobile Home	\$ 10,084.68	\$ 289.81
R-16	Suburban Residential High	\$ 10,084.68	\$ 289.81
R-30	Urban Residential	\$ 10,084.68	\$ 289.81
RU	Urban Residential	\$ 10,084.68	\$ 289.81
V	Village		
	a. without a residential component	\$ 8,067.75	\$ 231.84
	b. with a residential component	\$ 10,084.68	\$ 289.81
PMR	Planned Mixed Residential	\$ 13,460.26	\$ 400.93
PMR	Addition		
	a. without a residential component	\$ 10,768.21	\$ 320.74
	b. with a residential component	\$ 13,460.26	\$ 400.93
PMR	Amendment		
	a. without a residential component	\$ 5,384.10	\$ 320.74
	b. with a residential component	\$ 6,730.13	\$ 400.93
RPC	Residential Planned Community	\$ 13,460.26	\$ 400.93
RPC	Addition		
	a. without a residential component	\$ 10,768.21	\$ 320.74
	b. with a residential component	\$ 13,460.26	\$ 400.93
RPC	Amendment		
	a. without a residential component	\$ 5,384.10	\$ 320.74
	b. with a residential component	\$ 6,730.13	\$ 400.93
B-1	General Business	\$ 8,067.75	\$ 197.01
B-2	Neighborhood Business	\$ 8,067.75	\$ 165.78
B-3	Convenience Retail	\$ 8,067.75	\$ 165.78
O(L)	Office - Low-rise	\$ 8,067.75	\$ 165.78
O(M)	Office - Mid-rise	\$ 8,067.75	\$ 222.23
O(H)	Office - High-rise	\$ 8,067.75	\$ 288.31
O(F)	Office - Flex	\$ 8,067.75	\$ 222.23
M-1	Heavy Industrial	\$ 8,067.75	\$ 255.87
M-2	Light Industrial	\$ 8,067.75	\$ 213.83
M-T	Industrial/Transportation	\$ 8,067.75	\$ 288.31

PART I -REZONING FEES

Classification	Zoning District	Base	Plus/Acre
PBD	Planned Business District	\$ 10,768.21	\$ 320.74
PBD	Addition	\$ 10,768.21	\$ 320.74
PBD	Amendment	\$ 5,384.10	\$ 320.74
PMD	Planned Mixed Use District, first 500 acres plus		
	a. without a residential component	\$ 10,768.21	\$ 329.15
	b. with a residential component	\$ 13,460.26	\$ 400.93
	for 501 - 1,000 acres plus		
	a. without a residential component		\$ 165.78
	b. with a residential component		\$ 207.21
	for 1,001 - 1,500 acres		
	a. without a residential component		\$ 81.69
	b. with a residential component		\$ 102.10
	for 1,501 acres and above (in addition to fees for first 1,500 acres)		
	a. without a residential component		\$ 40.85
	b. with a residential component		\$ 51.06
PMD	Addition		
	a. without a residential component	\$ 10,768.21	\$ 338.75
	b. with a residential component	\$ 13,460.26	\$ 423.45
PMD	Amendment		
	a. without a residential component	\$ 5,384.10	\$ 338.75
	b. with a residential component	\$ 6,730.13	\$ 423.45

OTHER FEES

Service Authority Review Required for most rezoning applications	\$ 66.07
Rezoning of less than 40,000 sq. ft. in land area to a residential use (does not create new lots)	\$ 4,037.77
Corrective Rezoning of less than 40,000 sq. ft. in land area	\$ 3,230.22
Proffer Amendment - not involving significant modifications to the basic submission or general development plan, but requiring a public hearing process. Substantive changes to proffered conditions require a new zoning application.	\$ 5,145.04
Traffic Impact Studies	
a. First Submission	\$ 1,577.46
b. Third and Subsequent Submissions	\$ 788.73
Comprehensive Plan Amendment	\$ 2,103.28
Administrative Proffer Modification	\$ 1,577.46

PART II - SPECIAL USE PERMIT FEES

Fee

In the event that a proposed special use is not clearly described in this schedule, the Planning Office shall determine the special use “most like” the proposal and assign the fee accordingly.

Description	Use	Fee
Category A - Limited to small-scale uses in the Agricultural and Residential districts. Also lawful nonconforming uses	<ul style="list-style-type: none"> • Breeding exotic birds and animals • Keeping of domestic fowl in SR1, SR3, and SR5 	\$ 165.78
Category B - Nonresidential uses within residential areas, but not necessarily commercial in nature	<ul style="list-style-type: none"> • Bed and Breakfast • Child care facility, 2 to 12 children • Family day home, 5 to 9 children • Group residences, recovery homes • Home business (except rural home business) • Private school, ancillary to a residence 	\$ 329.15
Category C - Agricultural uses not related to farming or permitted agricultural uses; temporary public facilities; other limited uses not necessarily commercial in nature	<ul style="list-style-type: none"> • Adult day care, up to 9 persons • Commercial riding facility • Non-Agricultural Fill • Non-Commercial kennel • Petting Farm • Ranges, outdoors or indoors, as an ancillary use • Rural home business, without outside storage 	\$ 658.29
Category D - Non-commercial and commercial uses of minimal impact or intensity.	<ul style="list-style-type: none"> • Adaptive reuse of a historic building • Adult day care facility, 10 or more persons • Child care facility, 13 to 40 children • Community Recreation Facility • Homeless shelter • Medical care facility, less than 20 beds • Off-site advertising signs • Pet Care Facility • Private school, as a principal use (not ancillary to residence) • Rooftop radio towers over 10 ft. from roof • Rural home business, with outside storage • Sign package, 1-5 signs 	\$ 1,645.74

PART II - SPECIAL USE PERMIT FEES

Fee

Description	Use	
<p>Category E - Commercial uses with intensity that is semi-compatible with surrounding uses with relatively few design mitigation measures</p>	<ul style="list-style-type: none"> • Child care facility, over 40 children • Farmer's market • Flea market • Kennel, commercial • Landscaping Service • Lodging house • Motor vehicle service 3 or less service work bays • Outdoor storage • Private camp • Ranges, outdoors and indoors, commercial • Recycling Collection Points • Religious institution • Satellite Parking, Religious Institution • Sign package, 6 or more signs • Veterinary hospital, with kennel • Village Zoning District - Modification to Development Standards and residential on lots in excess of 1 acre • Watchman's dwelling 	<div style="border: 1px solid black; padding: 2px;">\$ 2,469.81</div>
<p>Category F - Technology-related uses that have little to no impact (low traffic generation, noise, odor, etc.)</p>	<ul style="list-style-type: none"> • Data Center • Electric Substation • Telecommunication towers and Radio or TV Broadcasting Station 	<div style="border: 1px solid black; padding: 2px;">\$ 7,159.58</div>
<p>Category G - Greater intensity commercial activities, and activities of potentially greater off-site impacts (traffic, noise, lighting, etc.)</p>	<ul style="list-style-type: none"> • B-2 uses greater than 12,000 sq. ft. of floor area and mixed use buildings • Car wash • Catering, commercial (on or off premises) • Cemetery • Civic club • Commercial parking lot • Commercial recreation outdoors or indoors • Conversion to condominium ownership • Country club • Drive-in, drive-through facilities, other • Garden center • HCOD uses not otherwise specified • Janitorial service • Medical care facility, 20 or more beds • Metal fabrication and signage • Mortuary, funeral, or wedding chapel • Motor vehicle sales, limited & recreational 3 or less service work bays • Motor vehicle service 4 or more service work bays • Motorcycle sales, including repair • Nursing home • Religious institutions, with related facilities • Restaurant, drive-in, drive-up, drive-through, carry out • Self-storage center 	<div style="border: 1px solid black; padding: 2px;">\$ 7,409.45</div>

PART II - SPECIAL USE PERMIT FEES

Fee

Description	Use	Fee
Category H - Agricultural, residential, or commercial uses which require intense site specific analysis for long-term impacts upon the surrounding area	<ul style="list-style-type: none"> • Ambulance service maintenance facility • Civic center • Company vehicle service facility • Continuing Care Retirement Facility • Crematory, secondary to a hospital, mortuary or funeral home • Electronic component, assembly, and manufacturing • Hospital • Manufacturing/processing of other products, non-hazmat • Marina • Mobile home or office sales • Motor vehicle auction, wholesale • Motor vehicle fuel station - secondary only • Motor vehicle impoundment/storage yard, as principal use • Motor vehicle parts/repair • Motor vehicle sales, limited and recreational (incl. boats) • Paintball Facility • Private airstrip, individual owner • Racetrack, equestrian • Railroad passenger station • Recycling Plant and Recycling material separation • Retail use exceeding 80,000 sf • Shopping Center type B in the B-2 Zoning District • Stadium or arena, indoors/outdoors • Taxi & limousine operation/service/dispatching facility • Town Center • Travel trailer and camp park • Solar Energy Facility 	<div style="border: 1px solid black; padding: 2px; display: inline-block;">\$ 9,879.27</div>

PART II - SPECIAL USE PERMIT FEES

Fee

Description	Use	Fee
Category I - Industrial-type uses, which may involve hazmat; including commercial uses that have potential environmental hazards and significant traffic impacts to surrounding area.	<ul style="list-style-type: none"> • Airport, heliport, helipad • Asphalt/concrete plant • Assembly/proc. of other products, hazmat • Bus Station, commercial • Extraction of mineral resources and related operations • Hazmat storage facility • Heavy industry • Manufacturing/processing and wholesale hazmat • Motor vehicle fuel station, retail • Motor vehicle graveyard • Motor vehicle parts/repair 4 or more repair work bays • Motor vehicle sales, unlimited off-road and heavy equipment, with repair • Motor vehicle towing • Racetrack, motorized • Research and development, hazmat • Sawmill • Testing and experimental labs, hazmat • Truck stop, with related facilities • Warehouse (Hazmat) • Water transportation facility 	\$ 12,349.08

1. Modification of development standards based upon the physical amount of increase requested

a. Increase in floor area ratio (FAR), per 1.0 FAR increase	\$ 1,590.49
b. Increased height, per foot	\$ 165.78

2. Modification of other development standards in B-3 zoning district (per Section 32-401.34)

a. Reduction in minimum district size (1 acre / proposed district size x multiplier \$4,116.76)	\$ 4,116.76
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3. Other Fees

a. Service Authority Review Fee - Required for most special use permit applications	\$ 66.07
b. Expansion or reconstruction of grandfathered uses, percentage of current fee	80.00%
c. Minor modifications of previously approved SUP conditions requiring a public hearing process, percentage of minimum fee	27.00%
d. Concurrent processing of SUP and REZ	\$ 66.07
e. Traffic impact studies	
i. First Submission	\$ 1,577.46
ii. Third and Subsequent Submissions	\$ 788.73
f. Administrative SUP Modification	\$ 1,051.64

PART III - MISCELLANEOUS ZONING FEES

Fee

1. Sign Permits	
a. New Sign	
i. Less than 50 square feet	\$ 102.90
ii. Greater than or equal to 50 square feet	\$ 102.90
Plus fee per square foot	\$ 2.06
b. Temporary	\$ 51.45
2. Temporary Commercial Activity Permit	
The temporary activity permit fee entitles the permittee to one sign.	
The fee for a second sign shall be charged the fee for a temporary sign.	
Category A - Limited to small-scale events with less than 100 people or small roadside stands	\$ 112.00
Category B - Small-scale events with 100-500 people max	\$ 280.00
Category C - Intermediate-scale events with 501-1,000 people in attendance	\$ 448.00
Category D - Large-scale events with more than 1,000 people during the duration of the event	\$ 616.00
Category E - Annual multi-events (max 4 events per application; Commercial requires a new application for each event after first 4)	\$ 448.00
3. Certificate of Zoning Approval, (per item, request, etc.) to include:	\$ 48.17
additional electrical service, future tenant build-out, occupancy (non-residential zoning approval), mobile home replacement, model sales office, noncommercial kennel, Perc. test, secondary food preparation area/wet bar and drop boxes (per drop box)	
4. Building Zoning Approvals, (per item, addition, structure, etc.):	
accessibility ramp, decks, residential attached additions, detached structures, attached accessory structures, swimming pools, hot tubs, fences, retaining walls, driveways, patios, walkways, ingress/egress areaway, window wells, temporary family healthcare structure (granny pod), etc.	
Single Approval	\$ 48.17
Multiple Approvals , after initial approval	\$ 22.40
5. Home Occupation Certificate - Family Day Home	\$ 88.00
6. Home Occupation Certificate Appeal	\$ 287.00
7. Home Occupation Certificate - Office (HOC-1)	\$ 56.00
8. Home Employment Certificate	\$ 56.00
9. Temporary Construction Trailer Permit, per trailer	\$ 92.85
10. Variance to the Board of Zoning Appeals	\$ 469.00
11. Re-advertisement/Re-notification (standard case)	\$ 60.00
12. Re-advertisement/Re-notification (expanded notification area)	\$ 698.00
13. Re-Posting/Replacement Sign (of 10 or more signs)	\$ 50.00
14. Appeal to the Board of Zoning Appeals (BZA)/Board of County Supervisors (BOCS)	\$ 698.00
15. Agricultural Forestal District (Creation/Addition)	\$ 50.00
16. Live Entertainment Permit (with Security Plan)	\$ 881.44
17. Live Entertainment Permit (without Security Plan)	\$ 604.80

PART III - MISCELLANEOUS ZONING FEES

	Fee
18. Non-conforming Lot or Structure	\$ 120.00
19. Non-conforming Use	
a. New Certification	\$ 200.00
b. Re-Certification applied for in less than or equal to two years from last certification date	\$ 59.00
c. Re-Certification applied for more than two years from last certification date	\$ 107.00
20. Zoning/Proffer/Special Use Permit - Determination or Interpretation	\$ 445.00
21. Zoning Verification (submitted by other than the homeowner) (DMV, DEQ, HUD)	\$ 88.00
22. Parking Tabulation (applicant prepared)	\$ 378.97
23. Parking Tabulation (County-prepared)	\$ 1,051.64
24. Section 106/NEPA Review	\$ 157.75
25. Public Facility Review	\$ 1,051.64

VIRGINIA STORMWATER MANAGEMENT PROGRAM (VSMP) FEES	Total Fee	Fee to County	Fee to State*
A. Fee Category Based On Land Disturbance Area			
a. Individual SFH Not Part of Common Plan of Development up to 1 Ac. Land disturbance (Including additions or modifications)	\$0	\$0	\$0
b. Individual SFH Development (Detached residential structure) with a site or area, within or outside a common plan of development or sale, with Land Disturbance equal to or greater Than 1 Ac. (Including additions or modifications) but less than 5 Ac. For disturbance equal to or greater than 5 Ac. fees under Section "B" are applicable.	\$209	\$209	\$0
B. Other Land Disturbance Activities for sites or areas within common plans of development or sale			
c. Equal to or Greater Than 2,500 SF and Less Than 1 Ac.	\$290	\$209	\$81
d. Equal to or Greater Than 1 Ac. and less than 5 Ac.	\$2,700	\$1,944	\$756
e. Equal to or Greater than 5 Ac. and less than 10 Ac.	\$3,400	\$2,448	\$952
f. Equal to or Greater than 10 Ac. and less than 50 Ac.	\$4,500	\$3,240	\$1,260
g. Equal to or Greater than 50 Ac. and less than 100 Ac.	\$6,100	\$4,392	\$1,708
h. Greater than 100 Ac.	\$9,600	\$6,912	\$2,688

VSMP Fees for Modification or Transfer of Registration Statements for Stormwater Discharges Associated with Construction Activities - Fees to County Only	Fee to County
A. Fee Category Based On Land Disturbance Area	
a. Individual SFH Not Part of Common Plan of Development up to 1 Ac. Land disturbance (Including additions or modifications)	\$0
b. Individual SFH Not Part of Common Plan of Development with Land Disturbance greater Than 1 Ac. (Including additions or modifications)	\$20
B. Other Land Disturbance Activities for sites or areas within common plans of development or sale	
c. Equal to or Greater Than 2,500 SF and Less Than 1 Ac.	\$20
d. Equal to or Greater Than 1 Ac. and less than 5 Ac.	\$200
e. Equal to or Greater than 5 Ac. and less than 10 Ac.	\$250
f. Equal to or Greater than 10 Ac. and less than 50 Ac.	\$300
g. Equal to or Greater than 50 Ac. and less than 100 Ac.	\$450
h. Greater than 100 Ac.	\$700

Annual Permit Maintenance Fees - To County Only	Fee to County
A. Fee Category Based On Land Disturbance Area	
a. Individual SFH Not Part of Common Plan of Development up to 1 Ac. Land disturbance (Including additions or modifications)	\$0
b. Individual SFH Not Part of Common Plan of Development with Land Disturbance greater Than 1 Ac. (Including additions or modifications)	\$50
B. Other Land Disturbance Activities for sites or areas within common plans of development or sale	
c. Equal to or Greater Than 2,500 SF and Less Than 1 Ac.	\$50
d. Equal to or Greater Than 1 Ac. and less than 5 Ac.	\$400
e. Equal to or Greater than 5 Ac. and less than 10 Ac.	\$500
f. Equal to or Greater than 10 Ac. and less than 50 Ac.	\$650
g. Equal to or Greater than 50 Ac. and less than 100 Ac.	\$900
h. Greater than 100 Ac.	\$1,400

SFH means Single Family Home (Detached)

Fee to State* - Neither a registration statement nor a State's portion of the fee is required for construction activities involving a single family detached residential structure, within or outside a common plan of development or sale.

County of Prince William

5 County Complex Court, Prince William, VA. 22192
(703) 792-6930, Fax (703) 792-5285 www.pwcgov.org

Department of Development Services Building Development Division

Fee Schedule

Effective July 1, 2020

Telephone numbers for additional information

Building Code Enforcement	(703) 792-6931	Miss Utility	(800) 552-7001
Building Construction Inspections	(703) 792-7006	Service Authority	(703) 335-7900
Building Permits	(703) 792-6924	VA Dept of Transportation	(703) 383-8368
Building Plan Intake	(703) 792-4040	VA. DPOR:	
Building Plan Review	(703) 792-6930	Contractors	(804) 367-8511
Special Inspections	(703) 792-6112	Architects and Engineers	(804) 367-8506
Land Development/Plan Review	(703) 792-6830	Bonds and Escrows	(703) 792-6830
Environmental Services	(703) 792-7070	Finance/BPOL	(703) 792-6710
Planning Department	(703) 792-7615	Fire Marshal's Office	(703) 792-6360
Transportation Department	(703) 792-6825	GIS/Mapping	(703) 792-6840
Watershed Management	(703) 792-7070	Health Department	(703) 792-6310
Zoning Administration	(703) 792-7615	Neighborhood Services	(703) 792-7018
Zoning Division	(703) 792-6830		

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GENERAL

This fee schedule includes:

- 2% Fee Levy as authorized by Section 107.2 of the USBC to support the activities of the Prince William County Code Academy.
- 14% technology surcharge (percentage subject to change annually based on approved budget)
- 10% indirect costs surcharge (percentage subject to change annually based on approved budget)

These surcharges are calculated against the base fee to arrive at the total.

DEFINITIONS

1. **Tenant Layout** - Construction permits issued for the creation of a finished tenant space. This includes the installation of wall and floor materials and dropped ceilings, and may include partitions. Construction plans include structural detail and architectural features, plus electrical, plumbing and mechanical installations. Certificates of Use and Occupancy are issued upon completion of Tenant Layout work.
2. **Alteration/Repair** - For the purpose of new nonresidential construction, an alteration/repair building permit is issued to the tenant for additional work to satisfy special requirements of the tenant. Additional work may include installation of partitions or systems furniture.
3. **Common Area, Common Area Permit** - A common area of a building with multiple units and/or tenants; typically the footings, foundations, exterior bearing walls, interior walkways, floor-ceiling assemblies for multiple story buildings, and roof areas. This permit is used with Tenant Layout building permits in Use Groups B and M projects and with individual building permits for new residential units in R-2/R-3 projects.
4. **Gross Floor Area** - The floor area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.
5. **Group** - The classification of a building or structure based on the purpose for which it is used. See Virginia Construction Code and the International Building Code for various groups.
6. **R-1, R-2 and R-3 (4 Story/2 Dwelling Units) Groups** - Hotels, motels, boardinghouses, and dwellings such as apartment buildings. Condominiums, each with its own entrance, will fall under this category for the purpose of fee calculation.
7. **R-3, R-4 and R-5 Groups** - Townhouses, semi-detached, and detached single family dwelling units. Condominiums, each with its own entrance, do not fall under this category for the purpose of fee calculation.
8. **Shell Permit** - Partial building permit for a work that will not result in the issuance of a Certificate of Occupancy. Please refer to the Building Development Policy and Procedure for definitions and the permitting process.
9. **Value** - The aggregate cost of labor, material, overhead and profit to complete the entire job. The contract cost for the entire job or portions thereof which fall under the Uniform Statewide Building Code. Value is used for calculation of Alteration and Repair projects.
10. **Hazard**, (Light, Ordinary and Extra) for fire suppression - See NFPA 13 and Virginia Construction Code Chapter 3 for definition.

ADMINISTRATION AND STANDARDS

A permit must be issued before any of the following actions, which are subject to the Uniform Statewide Building Code (USBC), may be commenced, and applies to all structures, including the maintenance of existing structures:

- construction
- alteration
- removal/demolition
- repair
- addition
- footing and foundation

Permit Application

Application for a permit must be made to the Building Official and a permit must be obtained prior to the commencement of any of the following activities.

1. **Construction or demolition of a building or structure**, including the installation or altering of any equipment regulated by the USBC.
2. **For change of occupancy**, application for a permit shall be made when a new certificate of occupancy is required by the VEBC.
3. **Movement of a lot line that increases** the hazard to or decreases the level of safety of an existing building or structure in comparison to the building code under which such building or structure was constructed.
4. **Removal or disturbing of any asbestos** containing materials during the construction or demolition of a building or structure, including additions.
5. **Construction of all retaining walls supporting 3 feet or more of unbalanced fill** or supporting any surcharge from a structure above. Such work requires plan approval and a building permit. All plans shall be certified and signed by a Professional Engineer, except for retaining wall systems **supporting 4 feet or less of unbalanced fill without any surcharge other than ordinary unbalanced fill**. A retaining wall system may be composed of several tiers of individual retaining walls.

The Building Official may authorize work to commence pending the receipt of an application or the issuance of a permit.

Emergency Construction

Applications for emergency construction, alterations, or equipment replacement, must be submitted by the end of the first working day following the day such work commences.

Exemptions

The following are exempt from this code.

1. **Equipment and wiring used for providing utility, communications, information, cable television, broadcast or radio service** in accordance with the following conditions:
 - 1.1 The equipment and wiring are located on either rights-of-way or property for which the service provider has rights of occupancy and entry.
 - 1.2 Buildings housing exempt equipment and wiring shall be subject to the USBC.
 - 1.3 The equipment and wiring exempted by this section shall not create an unsafe condition prohibited by the USBC.
2. Support structures owned or controlled by a provider of publicly regulated utility services or its affiliates for the transmission and distribution of electric service in accordance with all of the following conditions:
 - 2.1 The support structures are located on either rights-of-way or property for which the service provider has rights of occupancy and entry.

- 2.2 The support structures exempted by this section shall not create an unsafe condition prohibited by the USBC.
3. **Direct burial poles used to support equipment or wiring** providing communications, information, or cable television services. The poles exempted by this section shall not create an unsafe condition prohibited by the USBC.
4. **Electrical equipment, transmission equipment, and related wiring** used for wireless transmission of radio, broadcast, telecommunications, or information service in accordance with all of the following conditions:
 - 4.1 Buildings housing exempt equipment and wiring and structures supporting exempt equipment and wiring shall be subject to the USBC.
 - 4.2 The equipment and wiring exempted by this section shall not create an unsafe condition prohibited by the USBC.
5. **Manufacturing, processing, and product handling machines and equipment** that do not produce or process hazardous materials regulated by this code, including those portions of the conveyor systems used exclusively for the transport of associated materials or products, and all of the following service equipment:
 - 5.1 Electrical equipment connected after the last disconnecting means.
 - 5.2 Plumbing piping and equipment connected after the last shutoff valve or backflow device and before the equipment drain trap.
 - 5.3 Gas piping and equipment connected after the outlet shutoff valve.

Manufacturing and processing machines that produce or process hazardous materials regulated by this code are only required to comply with the code provisions regulating the hazardous materials.
6. **Parking lots and sidewalks** which are not part of an accessible route.
7. **Non-Mechanized playground** or recreational equipment such as swing sets, sliding boards, climbing bars, jungle gyms, skateboard ramps, and similar equipment where no admission fee is charged for its use or for admittance to areas where the equipment is located.
8. **Industrialized buildings** subject to the Virginia Industrialized Building Safety Regulations (13VAC5-91) and manufactured homes subject to the Virginia Manufactured Home Safety Regulations (13VAC5-95); except as provided for in Section 427 and in the case of demolition of such industrialized buildings or manufactured homes.
9. **Farm buildings and structures**, except for a building or a portion of a building located on a farm that is operated as a restaurant as defined in Section 35.1-1 of the Code of Virginia and licensed as such by the Virginia Board of Health pursuant to Chapter 2 (Section 35.1-11 et. seq.) of Title 35.1 of the Code of Virginia. However, farm buildings and structures lying within a flood plain or in a mudslide-prone area shall be subject to flood-proofing regulations or mudslide regulations, as applicable.
10. **Federally owned buildings and structures unless** Federal Law specifically requires a permit from the locality. Underground storage tank installations, modifications and removal shall comply with this code and in accordance with Federal Law.
11. **Off-site manufactured intermodal freight containers, moving containers, and storage containers** placed on site temporarily or permanently for use as a storage container.
12. **Automotive lifts.**

Exceptions from application for permit:

1. **Patios** - Building permit is not required for patios which are not designed to support a future structure and that are not suspended concrete slabs.

2. **Decks** - Building permit is not required for decks where all portions of the top of the floor are within 16.5 inches of finished grades.
3. **Installation of wiring and equipment that** (i) operates at less than 50 volts; (ii) is for broadband communications systems; (iii) is exempt under Section 102.3(1) or 102.3(4); or (iv) is for monitoring or automation systems in dwelling units, except when any such installations are located in a plenum, penetrate fire-rated or smoke-protected construction, or are a component of any of the following: fire alarm system; fire detection system; fire suppression system; smoke control system; fire protection supervisory system; elevator fire safety control system; access or egress control system or delayed egress locking or latching system; fire damper; or door control system.
4. **One story detached accessory structures used as tool and storage sheds**, playhouses or similar uses, provided the floor area does not exceed 256 square feet (23.78 m²) and the structures are not classified as a Group F-1 or H occupancy.
5. **Detached pre-fabricated buildings** housing the equipment of a publicly regulated utility service, provided the floor area does not exceed 150 square feet (14 m²).
6. **Tents or air-supported structures, or both, that cover an area of 900** square feet (84 m²) or less, including within that area all connecting areas or spaces with a common means of egress or entrance, provided such tents or structures have an occupant load of 50 or less persons.
7. **Fences of any height unless required for pedestrian safety as provided for by Section 3306, or used for the barrier for a swimming pool.** (NOTE: The approval of the Zoning Office is required for these buildings for verification of compliance with appropriate setback, side yard and rear yard requirements of the Zoning Ordinance of Prince William County. Any electrical installation will require permits and inspections.)
8. **Concrete or masonry walls**, provided such walls do not exceed six feet in height above the finished grade. Ornamental column caps shall not be considered to contribute to the height of the wall and shall be permitted to extend above the six feet height measurement.
9. **Retaining walls supporting less than** three feet of unbalanced fill. This exemption shall not apply to any wall impounding Class I, II or III-A liquids or supporting a surcharge other than ordinary unbalanced fill.
10. **Swimming pools that have a surface area not greater** than 150 square feet (13.95 m²), do not exceed 5,000 gallons (19 000 L) and are less than 24 inches (610 mm) deep.
11. **Flagpoles** 30 feet (9144 mm) or less in height.
12. **Temporary ramps** serving dwelling units in Group R-3 and R-5 occupancies where the height of the entrance served by the ramp is no more than 30 inches (762 mm) above grade.
13. **Construction work** deemed by the building official to be minor and ordinary and which does not adversely affect public health or general safety.
14. **Ordinary repairs not including** (i) the cutting away of any wall, partition or portion thereof; (ii) the removal or cutting of any structural beam or load bearing support; (iii) the removal or change of any required means of egress; (iv) the rearrangement of parts of a structure affecting the egress requirements; (v) the addition to, alteration of, replacement of or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas or oil, soil, waste, vent or similar piping, electric wiring or mechanical work; or (vi) any other work affecting public health or general safety. However, ordinary repairs shall include, but are not limited to, the following:
 - 14.1 Replacement of windows and doors with windows and doors of similar operation and opening dimensions that do not require changes to the existing framed opening and that are not required to be fire rated in Group R-2 where serving a single dwelling unit and in Groups R-3, R-4 and R-5.

- 14.2 Replacement of plumbing fixtures and well pumps in all groups without alteration of the water supply and distribution systems, sanitary drainage systems or vent systems.
 - 14.3 Replacement of general use snap switches, dimmer and control switches, 125 volt-15 or 20 ampere receptacles, luminaries (lighting fixtures) and existing ceiling (paddle) fans in Group R-2 where serving a single dwelling unit and in Groups R-3, R-4 and R-5.
 - 14.4 Replacement of mechanical appliances provided such equipment is not fueled by gas or oil in Group R-2 where serving a single-family dwelling and in Groups R-3, R-4 and R-5.
 - 14.5 Replacement of an unlimited amount of roof covering or siding in Groups R-3, R-4 or R-5 provided the building or structure is not in an area where the design (3 second gust) wind speed is greater than 100 miles per hour (160 km/hr) and replacement of 100 square feet (9.29 m²) or less of roof covering in all groups and all wind zones.
 - 14.6 Replacement of 256 square feet (23.78M²) or less of roof decking in Groups R-3, R-4 or R-5 unless the decking to be replaced was required at the time of original construction to be fire-retardant-treated or protected in some other way to form a fire-rated wall termination.
 - 14.7 Installation or replacement of floor finishes in all occupancies.
 - 14.8 Replacement of Class C interior wall or ceiling finishes installed in Groups A, E and I and replacement of all classes of interior wall or ceiling finishes in other groups.
 - 14.9 Installation of replacement cabinetry or trim.
 - 14.10 Application of paint or wallpaper.
 - 14.11 Other repair work deemed by the building official to be minor and ordinary which does not adversely affect public health or general safety.
15. Signs under the conditions in section H101.2 of Appendix H.
16. Replacement of above-ground existing LP-gas containers of the same capacity in the same location and associated regulators when installed by the serving gas supplier.
17. **Crypts, mausoleums, and columbaria structures** not exceeding 1500 square feet (139.35 m²) in area if the building or structure is not for occupancy and used solely for the interment of human or animal remains and is not subject to special inspections.

18. **Billboard safety upgrades** to add or replace steel catwalks, steel ladders, or steel safety cable.

Exception: Application for a permit may be required by the Building Official for the installation of replacement siding, roofing and windows in buildings within a historic district designated by a locality pursuant to Section 15.2-2306 of the Code of Virginia.

Fee Collected for Other Agencies

Building Development collects the following fees for Land Development: Lot Grading Inspection and Re-Inspection Fee, Lot Escrow, Site Modification Deposit and Site Modification Fee. Please refer to the [Land Development Fees webpage](#) for more information.

Building Development collects the following fees for the Fire Marshal's Office: Inspection Fee and After Hours Inspection Fee. Please refer to the [Fire Marshal Fee Schedule](#) for these fees.

Methods of Payment

Building Development accepts in person payments of Cash, Check or Cards bearing the Visa, MasterCard and Discover name and logo for development related fees. Proffers, Bonds and Escrow payments cannot be paid with Cards.

Based on the Board of County Supervisors adoption of revisions to the Building Development Fee Schedule, the Building Development fees are subject to change. The fee amount charged will be based on the approved Building Development Fee Schedule in effect on the date of permit issuance.

Refunds

1. **All requests for refunds must be made in writing to the Building Official.** An administrative fee for processing the refund request will be deducted from the refund.

Base Fee	Surcharges	Total Fee
\$74.66	\$19.19	\$93.85

2. Each inspection requested reduces the amount of the refund by a percentage based on the minimum number of total inspections required.
3. Refunds of fees for Certificates of Use and Occupancy are based on the above schedule.
4. Contractor License Fees are not refundable
5. As a result of the administrative costs for processing a permit with a minimum fee, there shall be no refunds on minimum fee permits.
6. As a result of the administrative and plan review costs for processing code modifications and plans, there shall be no refunds of Filing Fees, Resubmission Fees, Revision Fees, and Code Modification Fees.

Returned Checks

Fees for returned checks will be charged in accordance with Ordinance No. 17-39, 6/20/2017, Prince William County Code.

CONTRACTOR LICENSING AND TRADESMAN CERTIFICATION

1. License Fees

- a. Home Improvement Contractor License
- b. Home Improvement Contractor License renewal
- c. Reissue Lost Contractor License Card

	Base Fee	Surcharges	Total Fee
a. Home Improvement Contractor License	\$ 139.08	\$ -	\$ 139.08
b. Home Improvement Contractor License renewal	\$ 104.91	\$ -	\$ 104.91
c. Reissue Lost Contractor License Card	\$ 48.79	\$ -	\$ 48.79

AMUSEMENT DEVICES (CARNIVAL RIDES)

1. Amusement Devices (Carnival Rides) - See Virginia Amusement Device Regulations, 13 VAC 5-31-100, for definitions of Kiddie, Adult, and Spectacular Rides. Regulations state "the total for fees associated with one permit to operate and any associated inspections or one renewal of a permit to operate and any associated inspections shall not exceed" the amount shown. The fee for each amusement device under the permit shall be reduced by 75% when the inspection for obtaining a certificate of inspection for that device is conducted by a private inspector.

- a. Kiddie Ride, each
- b. Adult Ride, each
- c. Spectacular Ride, each
- d. Roller coasters exceeding 30' height
- e. Generators, per event

a. Kiddie Ride, each	\$ 35.00	\$ 0.70	\$ 35.70
b. Adult Ride, each	\$ 55.00	\$ 1.10	\$ 56.10
c. Spectacular Ride, each	\$ 75.00	\$ 1.50	\$ 76.50
d. Roller coasters exceeding 30' height	\$ 200.00	\$ 4.00	\$ 204.00
e. Generators, per event	\$ 165.00	\$ 3.30	\$ 168.30

PERMIT FEES, OTHER

1. Annual Permit

- a. Fee per square foot of gross floor/area building (fee not to exceed \$50,000)
- b. Minimum fee for each unattached building
- c. Tents (greater than 900 square feet)
 - i. First tent
 - ii. Each additional tent

a. Fee per square foot of gross floor/area building (fee not to exceed \$50,000)	\$ 0.0049	\$ 0.0013	\$ 0.0062
b. Minimum fee for each unattached building	\$ 347.17	\$ 89.20	\$ 436.37
c. Tents (greater than 900 square feet)			
i. First tent	\$ 248.58	\$ 63.86	\$ 312.44
ii. Each additional tent	\$ 83.32	\$ 21.41	\$ 104.73

2. Minimum Trade Permit Fee:

All fees for permits issued on a minimum fee or reduced fee basis shall be paid in full at the time of permit application.

- a. Residential R-3, R-4, and R-5 and their accessory structures - A minimum fee shall apply to any permit for which the calculated fee would otherwise be less than the minimum fee.
- b. Nonresidential and R-1, R-2 and R-3 (4 story/2 dwellings) - A minimum fee shall apply to any permit for which the calculated fee would otherwise be less than the minimum fee.

a. Residential R-3, R-4, and R-5 and their accessory structures - A minimum fee shall apply to any permit for which the calculated fee would otherwise be less than the minimum fee.	\$ 74.66	\$ 19.19	\$ 93.85
b. Nonresidential and R-1, R-2 and R-3 (4 story/2 dwellings) - A minimum fee shall apply to any permit for which the calculated fee would otherwise be less than the minimum fee.	\$ 123.60	\$ 31.75	\$ 155.35

3. Violation Notice

To offset the cost of expenses necessary for Building Code Enforcement activities, an additional fee shall be charged for permits obtained to abate a violation notice. The additional fee shall be 100% of the calculated permit fee; not to exceed \$2,500. All surcharges shall apply. The Director of Development Services may waive this additional fee for extenuating circumstances.

4. Reinstatement of rescinded construction permit

4. Reinstatement of rescinded construction permit	\$ 110.75	\$ 28.45	\$ 139.20
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5. Reassignment of responsible parties for construction permits

5. Reassignment of responsible parties for construction permits	\$ 110.75	\$ 28.45	\$ 139.20
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6. Residential Limited Service/Repair Permits

- a. Base Fee
- b. Fee for each additional item to be inspected (requested or required)

a. Base Fee	\$ 59.73	\$ 15.34	\$ 75.07
b. Fee for each additional item to be inspected (requested or required)	\$ 13.69	\$ 3.51	\$ 17.20

Base Fee Surcharges Total Fee

CERTIFICATES OF USE AND OCCUPANCY

1. A building or structure shall not be used until a Certificate of Use and Occupancy has been issued by the Building Official. The fees for Certificates of Use and Occupancy and related documents are as follows:

a. Residential R-3, R-4 and R-5 buildings and R-2 Condo, per unit	\$ 83.32	\$ 21.41	\$ 104.73
b. Residential R-1, R-2 and R-3 (4 Story/2 Dwelling Units) and all other Use Groups, per Building	\$ 123.60	\$ 31.75	\$ 155.35
c. Home Business Permit for businesses approved by Zoning.	\$ 74.66	\$ 19.19	\$ 93.85
d. Temporary Certificate			
i. Residential R-3, R-4 and R-5 buildings and R-2 Condo, per unit, First Issuance	\$ 74.66	\$ 19.19	\$ 93.85
ii. Residential R-1, R-2 and R-3 (4 Story/2 Dwelling Units) and all other Use Groups, per Building, first issuance	\$ 123.60	\$ 31.75	\$ 155.35
iii. Renewal of expired Temporary Occupancy Permit	\$ 165.24	\$ 42.46	\$ 207.70
e. Certificate of Use and Occupancy for change in use or ownership for nonresidential structure where no construction permit is involved. Collected at time of application.	\$ 123.60	\$ 31.75	\$ 155.35
f. Replacement of Occupancy Load Posting Sign, per sign	\$ 83.32	\$ 21.41	\$ 104.73
g. Duplicate copy of Certificate of Use and Occupancy where building permit issue date is earlier than June 30, 2000.	\$ 83.32	\$ 21.41	\$ 104.73

PLAN REVIEW FEES, OTHER

1. Plan Review Filing Fees			
a. Residential (Single Family, Duplex, Townhouse, etc.), per unit	\$ 97.04	\$ 24.93	\$ 121.97
b. Nonresidential, including multifamily	35% of Building Permit Fee		
c. Nonresidential, Footing and Foundation only	20% of Building Permit Fee		
d. Nonresidential, Life Safety/Phasing/Temporary Shoring Plan	\$ 123.60	\$ 31.75	\$ 155.35
2. Code Modification Review			
a. R-3 (1 dwelling), R-4 and R-5 Groups per dwelling unit	\$ 74.66	\$ 19.19	\$ 93.85
b. All other Use Groups, per structure or tenant space, whichever is greater	\$ 123.60	\$ 31.75	\$ 155.35
c. When multiples of "a" or "b" above are submitted simultaneously for the same project, the maximum fee shall be:	\$ 741.65	\$ 190.55	\$ 932.20
3. Plan Review - Resubmission/Revision Fees			
a. Plan Resubmission Fee - A fee computed at the rate of 4% of the Building Permit fee may be assessed for each resubmission of construction plans (except for decks and other minor residential projects). The minimum fees for Plan resubmission are:			
i. Residential (R-3 [1 Dwelling], R-4, R-5)	\$ 74.66	\$ 19.19	\$ 93.85
ii. Nonresidential (Includes R-1, R-2, R-3 [4 story/2 dwellings])	\$ 165.24	\$ 42.46	\$ 207.70
b. Plan Revision Fee - A fee computed at the rate of 2% of the Building Permit fee shall be assessed for each post plan approval revision to all construction plans. The minimum fees for revised plans are:			
i. Residential (R-3, R-4, R-5), per dwelling unit	\$ 74.66	\$ 19.19	\$ 93.85
ii. All others, per structure or nonresidential tenant space.	\$ 165.24	\$ 42.46	\$ 207.70
4. Providing approved plans and employee for making copies outside of agency location, base fee (plus copy charge.)	\$ 148.08	\$ -	\$ 148.08
Rereview of lost plans/additional plans; no minimum or maximum fee, per page.	\$ 5.72	\$ 1.47	\$ 7.19

INSPECTION FEES, OTHER

1. Inspections

- a. After Hours Inspection - Inspections may be conducted after normal work hours by BDD inspectors with special approval and when arranged in advance. The fee for each inspection to be conducted shall be applied separately for each discipline inspected and is payable in advance. Two hour minimum.

	Base Fee	Surcharges	Total Fee
	\$ 126.44	\$ 28.56	\$ 155.00
	\$ 74.66	\$ 19.19	\$ 93.85

Fee shown is per hour.

- b. Post Concealment Inspection Analysis, per permit.

- c. Inspection Cancellation Fee

- i. Up to 8:00 a.m. on the day of inspection

- ii. After 8:00 a.m. and before the inspector arrives at the site

\$ 29.87	\$ 7.67	\$ 37.54
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- iii. Townhouse Multiple Inspections for the same building - Inspector has arrived at the site and rejected the first townhouse inspection.

The permit holder wants to cancel the inspections for the remaining units in that same building.

\$ 29.87	\$ 7.67	\$ 37.54
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- d. Reinspection Fee

- i. Work not ready for inspection. Not ready is defined as all of the required items for the requested inspection have not been installed and the work is not complete.

\$ 110.75	\$ 28.45	\$ 139.20
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- ii. Work is ready for inspection, but deficiencies are identified. The reinspection fee shall be charged for each inspection over two when the identified deficiencies have not been corrected.

\$ 110.75	\$ 28.45	\$ 139.20
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- iii. All cancellation and rejection fees shall be paid prior to requesting the scheduling of the final inspection.

- iv. The Director of Department of Development Services or designee shall have the authority to waive the Reinspection fees and the Cancellation fees based on the written request of the Permit Holder with sufficient justification to grant such a waiver.

- e. Code Compliance Inspection requested by customer.

Fee shown is per hour.

\$ 110.75	\$ 28.45	\$ 139.20
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2. JOE Inspections

- a. JOE Program with Safety Inspection (Additional fees apply; Fire Marshal Inspection and Certificate of Use and Occupancy)

\$ 93.97	\$ 24.15	\$ 118.12
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- b. JOE Program without Safety Inspection

\$ 66.67	\$ 17.13	\$ 83.80
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3. Third Party Inspection Certification Program for Leftover Inspections - see Building Development Policy 1.17, effective May 5, 2006 - Field Validation Phase, Daily

\$ 559.61	\$ 143.78	\$ 703.39
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4. Third Party Engineers Seminar, per seminar

(Note: This fee does not apply to the quarterly seminar scheduled by the County.)

n/a	\$ -	\$ 350.00
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Base Fee Surcharges Total Fee

II. BUILDING FEES

All permits necessary under the provisions of the Virginia Uniform Statewide Building Code shall be procured and paid for before initiation of the work covered by such permits.

A. NEW CONSTRUCTION AND ADDITIONS

1. Residential - R-3, R-4 and R-5

(Does not include R-2 classified as R-3 or R-3 [4 story/2 dwellings]- See nonresidential.)

- a. Fee per square foot of the gross floor area, to include basements and garages. Decks required to be permitted separately on new residential construction.

\$	0.1069	\$	0.0275	\$	0.1344
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- b. Minimum fee for new dwelling units, garages, carports, additions, breezeways, gazebos, open porches with roofs, decks greater than 250 SF and detached sheds greater than 256 SF

\$	185.41	\$	47.63	\$	233.04
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- c. Minimum fee
(decks and detached sheds 250 sq. ft. or less)

\$	74.66	\$	19.19	\$	93.85
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2. Nonresidential Structures - Includes R-1, R-2, R-2 group classified as R-3 and R-3 (4 story/2 dwellings):

- a. Fee per square foot of gross floor area -
for complete buildings only

\$	0.2036	\$	0.0523	\$	0.2559
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- b. Minimum fee per structure or tenant space

\$	248.58	\$	63.86	\$	312.44
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- c. Tents (greater than 900 square feet)

\$	123.60	\$	31.75	\$	155.35
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- d. Framing and Rough-in Permit

\$	248.58	\$	63.86	\$	312.44
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B. PARTIAL PERMITS

1. Nonresidential Structures - Includes R-1, R-2, R-2 group classified as R-3 and R-3 (4 story/2 dwellings):

- a. Fee per square foot of gross floor area for footing/foundation/slab

\$	0.1043	\$	0.0268	\$	0.1311
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- b. Fee per square foot of gross floor area for shell buildings, to include foundations

\$	0.1839	\$	0.0472	\$	0.2311
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- c. Fee per square foot for tenant floor area of leased and/or occupied tenant space, or a minimum fee

\$	0.0696	\$	0.0179	\$	0.0875
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- d. Fee per square foot of gross floor area (without footing/foundation/shell), base building with tenant improvements

\$	0.1491	\$	0.0382	\$	0.1873
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2. Residential (R-3, R-4 and R-5 only)

- a. Footing and foundation in addition to the regular Building Permit (when permitted separately)

\$	74.66	\$	19.19	\$	93.85
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- b. Fee per square foot for superstructure, including basement

\$	0.1069	\$	0.0275	\$	0.1344
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C. ERECTION OF STRUCTURES OTHER THAN BUILDINGS

1. Multiplier applied to construction value plus applicable surcharges, or minimum fee. For the purpose of fee calculations, the maximum declared construction value of \$5,000,000 will be used. Note: Prince William County reserves the right to request documentation of construction value.

Base Fee	Surcharges	Total Fee
\$ 0.0091	\$ 0.0024	\$ 0.0115

D. REPAIRS AND ALTERATIONS

1. Residential (R-3, R-4 and R-5)
2. Nonresidential Structures - Includes R-1, R-2, R-2 group classified as R-3 and R-3 (4 story/2 dwellings), multiplier applied to construction value plus applicable surcharges; or minimum fee. For the purpose of fee calculations, the maximum declared construction value of \$5,000,000 will be used. Note: Prince William County reserves the right to request documentation of construction value.

\$ 74.66	\$ 19.19	\$ 93.85
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\$ 0.0091	\$ 0.0024	\$ 0.0115
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E. FINISHED BASEMENTS (RESIDENTIAL)

1. Fee per square foot of gross floor area
2. Minimum fee when permit taken after occupancy of unit

\$ 0.2136	\$ 0.0549	\$ 0.2685
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\$ 74.66	\$ 19.19	\$ 93.85
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F. NONRESIDENTIAL REROOFING (Includes R-1, R-2, R-2 group classified as R-3 and R-3 (4 story/2 dwellings) Permit not required if defined as ordinary repair

1. Fee per square foot for first 10,000 square feet of roof area or minimum permit fee (whichever is greater)
2. Fee per square foot for additional square footage above 10,000 SF

\$ 0.1075	\$ 0.0276	\$ 0.1351
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\$ 0.0070	\$ 0.0018	\$ 0.0088
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G. RECALCULATION OF OCCUPANCY LOAD POSTING PLACARD

1. Fee per placard
2. Minimum fee

\$ 74.66	\$ 19.19	\$ 93.85
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\$ 74.66	\$ 19.19	\$ 93.85
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H. INDUSTRIALIZED BUILDING FOUNDATION OR MANUFACTURED HOMES

1. Residential base fee
 Plus fee per square foot of gross floor area of basement, garage or additions (decks require separate permit)
2. Nonresidential
 (Includes R-1, R-2, R-2 group classified as R-3 and R-3 (4 story/2 dwellings), base fee
 Plus fee per square foot of gross floor area of basement, garage, or additions

\$ 74.66	\$ 19.19	\$ 93.85
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\$ 0.1069	\$ 0.0275	\$ 0.1344
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\$ 123.60	\$ 31.75	\$ 155.35
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\$ 0.2036	\$ 0.0523	\$ 0.2559
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I. MANUFACTURED HOME - INSTALLATION

\$ 74.66	\$ 19.19	\$ 93.85
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J. OTHER FEES

	Base Fee	Surcharges	Total Fee
1. Building Demolition	\$ 123.60	\$ 31.75	\$ 155.35
2. Retaining Wall (SF of Total Wall Face)			
a. Minimum Fee for retaining walls	\$ 123.60	\$ 31.75	\$ 155.35
b. Retaining walls with less than 8 feet of backfill	\$ 0.4141	\$ 0.1064	\$ 0.5205
c. Retaining walls with 8 feet or more of backfill	\$ 0.4968	\$ 0.1276	\$ 0.6244
3. Outdoor sign - fee per sign	\$ 123.60	\$ 31.75	\$ 155.35
4. Indoor sign attachment - fee per sign			
a. First sign	\$ 123.60	\$ 31.75	\$ 155.35
b. Each additional sign	\$ 33.33	\$ 8.56	\$ 41.89
5. Ground signs - fee per sign	\$ 123.60	\$ 31.75	\$ 155.35
6. Poles over 30 ft. for flags, site lighting systems, flat fee per project	\$ 123.60	\$ 31.75	\$ 155.35
7. Private residential swimming pools	\$ 123.60	\$ 31.75	\$ 155.35
8. Public or semipublic swimming pools	\$ 248.58	\$ 63.86	\$ 312.44
9. Special Inspections Project - the following shall apply when structure is designated as a Special Inspections Project			
a. Building projects			
i. Up to 5,000 square feet, single story (unless covered by 9c)	\$ 827.62	\$ 212.63	\$ 1,040.25
ii. 5,000 up to 10,000 square feet	\$ 1,656.63	\$ 425.62	\$ 2,082.25
iii. 10,000 up to 20,000 square feet	\$ 3,313.28	\$ 851.24	\$ 4,164.52
iv. 20,000 up to 50,000 square feet	\$ 4,968.53	\$ 1,276.50	\$ 6,245.03
v. 50,000 up to 100,000 square feet	\$ 6,625.14	\$ 1,702.11	\$ 8,327.25
vi. 100,000 square feet and above	\$ 8,281.79	\$ 2,127.73	\$ 10,409.52
b. Retaining wall projects			
i. Up to 1,000 square feet (unless covered by 9c)	\$ 827.62	\$ 212.63	\$ 1,040.25
ii. 1,000 up to 3,000 square feet	\$ 1,656.63	\$ 425.62	\$ 2,082.25
iii. 3,000 up to 5,000 square feet	\$ 2,484.26	\$ 638.25	\$ 3,122.51
iv. 5,000 square feet and above	\$ 3,313.28	\$ 851.24	\$ 4,164.52
c. Individual Structural Components including, but not limited to, projects to which the Minor Critical Projects policy applies, up to four, per component.	\$ 331.90	\$ 85.27	\$ 417.17

Base Fee Surcharges Total Fee

III. BUILDING FIRE SUPPRESSION FEES

A. Plan Review

1.	Sprinkler Express	\$ 381.40	\$ 97.99	\$ 479.39
2.	Sprinkler Master Review	\$ 162.42	\$ 41.73	\$ 204.15
3.	Sprinkler Limited Area	\$ 209.87	\$ 53.92	\$ 263.79
4.	Sprinkler Light Hazard - Occupancy - minimum fee	\$ 381.40	\$ 97.99	\$ 479.39
	a. 1-100 heads, fee per head	\$ 7.29	\$ 1.87	\$ 9.16
	b. 101-300 heads, fee per head	\$ 5.49	\$ 1.41	\$ 6.90
	c. 301-500 heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
	d. 501 + heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
5.	Sprinkler Ordinary Hazard and Rack Storage - minimum fee	\$ 381.40	\$ 97.99	\$ 479.39
	a. 1-100 heads, fee per head	\$ 7.29	\$ 1.87	\$ 9.16
	b. 101-300 heads, fee per head	\$ 5.49	\$ 1.41	\$ 6.90
	c. 301-500 heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
	d. 501 + heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
6.	Sprinkler Extra Hazard - minimum fee	\$ 381.40	\$ 97.99	\$ 479.39
	a. 1-100 heads, fee per head	\$ 7.29	\$ 1.87	\$ 9.16
	b. 101-300 heads, fee per head	\$ 5.49	\$ 1.41	\$ 6.90
	c. 301-500 heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
	d. 501 + heads, fee per head	\$ 3.65	\$ 0.94	\$ 4.59
7.	NFPA 13D systems - fee per system	\$ 162.42	\$ 41.73	\$ 204.15
	NFPA 13R systems - minimum fee	\$ 381.40	\$ 97.99	\$ 479.39
	a. 1-100 heads	\$ 7.29	\$ 1.87	\$ 9.16
	b. 101-300 heads	\$ 5.49	\$ 1.41	\$ 6.90
	c. 301-500 heads	\$ 3.65	\$ 0.94	\$ 4.59
	d. 501 + heads	\$ 3.65	\$ 0.94	\$ 4.59
8.	Dry pipe systems add on (per dry pipe valve)	\$ 162.42	\$ 41.73	\$ 204.15
9.	Sprinkler with stand pipe on (per standpipe riser)	\$ 109.49	\$ 28.13	\$ 137.62
10.	Standpipe systems only - base fee plus	\$ 290.22	\$ 74.57	\$ 364.79
	Each additional riser after one	\$ 83.32	\$ 21.41	\$ 104.73
11.	Fire pumps, per pump	\$ 331.61	\$ 85.20	\$ 416.81
12.	Underground fire line, per line	\$ 326.67	\$ 83.93	\$ 410.60
13.	Carbon dioxide extinguishing system (per system)	\$ 248.58	\$ 63.86	\$ 312.44
14.	Clean Agent extinguishing system (per system)	\$ 162.42	\$ 41.73	\$ 204.15
15.	Dry chemical system (per system)	\$ 162.42	\$ 41.73	\$ 204.15
16.	Wet chemical systems (per system)	\$ 162.42	\$ 41.73	\$ 204.15
17.	Fire Safety/Evacuation Plan Review	\$ 61.22	\$ 15.73	\$ 76.95

Base Fee Surcharges Total Fee

IV. ELECTRICAL FEES

All permits necessary under the provisions of the Virginia Uniform Statewide Building Code shall be procured and paid for before initiation of the work covered by such permits. A separate electrical permit is required to install electrical equipment in each dwelling unit, each structure or each area of a structure for which a separate building permit has been issued. A separate electrical permit is required to install electrical signs and swimming pools.

A. RESIDENTIAL - R-3, R-4 AND R-5

(Does not include R-2 classified as R-3 or R-3 [4 story/2 dwellings]- See nonresidential.)

1. New Residential:

- a. New construction of dwelling units, fee per square foot,
 (includes basement and floor area)

\$	0.0846	\$	0.0218	\$	0.1064
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- b. Minimum fee

\$	74.66	\$	19.19	\$	93.85
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- c. Temporary service

\$	110.75	\$	28.45	\$	139.20
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2. Existing Dwellings (Additions, Remodeling and Repairs)

- a. Base fee, plus items 1 through 6 below

\$	37.33	\$	9.59	\$	46.92
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- i. Service (new and replacement)

\$	37.33	\$	9.59	\$	46.92
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- ii. Fixtures/Receptacles (includes switches), each 10 or portion thereof

\$	7.47	\$	1.92	\$	9.39
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- iii Circuits, each

\$	2.48	\$	0.64	\$	3.12
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- iv. Stationary equipment, each (includes, but not limited to; bathroom exhaust fans, motors, pumps, welders, generators, car charging station and solar panels

\$	9.96	\$	2.56	\$	12.52
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- v. Subpanel, each

\$	21.16	\$	5.44	\$	26.60
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- vi. Pumps, each

\$	9.96	\$	2.56	\$	12.52
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- b. Service connection (total fee - no base plus)

\$	74.66	\$	19.19	\$	93.85
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- c. Swimming pools (total fee - no base plus)

\$	74.66	\$	19.19	\$	93.85
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B. NON RESIDENTIAL

(Includes R-1, R-2, R-2 group classified as R-3 and R-3 [4 story/2 dwellings])

1. Base fee plus following items

except items 7, 11, 15, 17, 18, 20, 21 and 22.

\$	123.60	\$	31.75	\$	155.35
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2. Appliances and stationary equipment

(includes, but not limited to; bathroom exhaust fans, dishwasher, disposal, dryer, water heater, kitchen range, car charging station and solar panel)

- a. For the first 25 pieces of equipment, each

\$	11.10	\$	2.86	\$	13.96
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- b. For each additional piece of equipment

\$	1.10	\$	0.28	\$	1.38
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3. Circuits - new, extensions, and feeders;

bath fans are counted as circuits

\$	2.78	\$	0.73	\$	3.51
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4. Dental Chairs

\$	19.43	\$	4.99	\$	24.42
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5. Duct Heaters:

- a. For first unit

\$	40.27	\$	10.35	\$	50.62
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- b. For additional units, each

\$	22.22	\$	5.71	\$	27.93
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6. Electrical Unit Heaters (space or baseboard heaters), each

\$	11.10	\$	2.86	\$	13.96
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7. Fire Alarm Systems (total fee - no base plus)

- a. Fee for systems up to first 10 devices

\$	217.15	\$	55.79	\$	272.94
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- b. For each additional device

\$	5.49	\$	1.41	\$	6.90
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	Base Fee	Surcharges	Total Fee
8. Fixtures/Receptacles (includes switches, disconnects and smoke detectors), fee for each 10 or portion thereof	\$ 6.95	\$ 1.79	\$ 8.74
9. Track lighting per linear foot	\$ 0.6627	\$ 0.1703	\$ 0.8330
10. Gasoline Pumps/Dispensers:			
a. Submerged pumps - See "Motors"			
b. Dispensers, each unit	\$ 11.10	\$ 2.86	\$ 13.96
11. Generators (all types and voltages) (total fee - no base plus)			
a. Less than 100 KVA (each unit)	\$ 52.77	\$ 13.55	\$ 66.32
b. 100 KVA and above, each unit	\$ 159.69	\$ 41.03	\$ 200.72
12. Groundwork (concealing of conduits only)	\$ 75.00	\$ 19.27	\$ 94.27
13. Heating and air conditioning (Central cooling and heat pumps, per system. For commercial furnaces, see "Motors")			
a. Less than 5 tons (each unit)	\$ 25.01	\$ 6.42	\$ 31.43
b. 5 tons and above (each unit)	\$ 75.00	\$ 19.27	\$ 94.27
14. Motors (including commercial furnaces and ventilating equipment.)			
a. Less than 5 H.P.			
i. First unit	\$ 11.10	\$ 2.86	\$ 13.96
ii. Each additional unit	\$ 6.95	\$ 1.79	\$ 8.74
b. 5 H.P. and above			
i. First unit	\$ 23.60	\$ 6.06	\$ 29.66
ii. Each additional unit	\$ 12.50	\$ 3.22	\$ 15.72
15. Pole Lights: (total fee - no base plus)			
a. First pole	\$ 25.01	\$ 6.42	\$ 31.43
b. Each additional unit	\$ 18.05	\$ 4.64	\$ 22.69
16. Service Entrance (new, replacement, or metered for separate occupancies or main switches)			
a. Service 600 volts or less:			
i. Less than 600 amps	\$ 91.64	\$ 23.55	\$ 115.19
ii. 600 amps to less than 1200 amps	\$ 131.93	\$ 33.90	\$ 165.83
iii. 1200 amps and above	\$ 265.22	\$ 68.14	\$ 333.36
b. Service over 600 volts	\$ 355.49	\$ 91.34	\$ 446.83
c. Service reconnection	\$ 123.60	\$ 31.75	\$ 155.35
d. Temporary Service, for construction only	\$ 83.32	\$ 21.41	\$ 104.73
17. Outdoor signs (total fee - no base plus)			
a. First sign	\$ 123.60	\$ 31.75	\$ 155.35
b. For each additional sign	\$ 33.33	\$ 8.56	\$ 41.89

	Base Fee	Surcharges	Total Fee
18. Indoor signs (circuit connections) (total fee - no base plus)			
a. First sign	\$ 123.60	\$ 31.75	\$ 155.35
b. For each additional sign	\$ 33.33	\$ 8.56	\$ 41.89
19. Neon signs - fee per transformer	\$ 33.33	\$ 8.56	\$ 41.89
20. Subpanels/Control Panels (total fee - no base plus)	\$ 22.22	\$ 5.71	\$ 27.93
21. Swimming pools, nonresidential (total fee - no base plus)	\$ 248.58	\$ 63.86	\$ 312.44
22. Temporary Wiring - tree sales, produce stands, tent sales, carnivals, fairs, circuses and other temporary activities. (total fee - no base plus)	\$ 123.60	\$ 31.75	\$ 155.35
23. Transformers (all types and voltages):			
a. Less than 100 KVA (each unit)	\$ 52.77	\$ 13.55	\$ 66.32
b. 100 KVA and above (each unit)	\$ 159.69	\$ 41.03	\$ 200.72
24. Uninterruptible Power Supply, all types and voltages:			
a. Less than 100 KVA (each unit)	\$ 52.77	\$ 13.55	\$ 66.32
b. 100 KVA and above (each unit)	\$ 159.69	\$ 41.03	\$ 200.72
25. Variable Air Volume Boxes	\$ 13.88	\$ 3.56	\$ 17.44
26. Welders	\$ 11.10	\$ 2.86	\$ 13.96
27. X-Ray machines	\$ 11.10	\$ 2.86	\$ 13.96
28. Low voltage systems			
a. Per square foot for first 10,000 SF area to be wired	\$ 0.0248	\$ 0.0064	\$ 0.0312
b. Per square foot for each additional square foot above 10,000 SF of area to be wired.	\$ 0.0049	\$ 0.0013	\$ 0.0062
29. Electrical Demolition	\$ 123.60	\$ 31.75	\$ 155.35

C. INDUSTRIALIZED BUILDING AND MANUFACTURED HOMES:

1. Interiors of preapproved industrialized buildings or manufactured units shall not require a permit unless modified.
2. Other electrical shall be priced per electrical schedule.

Base Fee Surcharges Total Fee

V. MECHANICAL FEES

All permits necessary under the provisions of the Virginia Uniform Statewide Building Code shall be procured and paid for before initiation of the work covered by such permits. A separate mechanical permit is required to install mechanical equipment in each dwelling unit, each structure or each area of a structure for which a separate building permit has been issued.

A. RESIDENTIAL - R-3, R-4 AND R-5

(Does not include R-2 classified as R-3 or R-3 [4 story/2 dwellings]- See nonresidential.)

1. Duct work only			
a. One zone fee plus	\$ 153.07	\$ 39.34	\$ 192.41
b. Each additional zone	\$ 97.04	\$ 24.93	\$ 121.97
c. 1 zone system over 4 tons shall be charged as 2 zone system.			
2. A/C Equipment Replacement			
a. Indoor or Outdoor	\$ 74.66	\$ 19.19	\$ 93.85
b. Both	\$ 110.75	\$ 28.45	\$ 139.20
3. Furnace replacement, each	\$ 74.66	\$ 19.19	\$ 93.85
4. Wood stoves, gas logs, each	\$ 74.66	\$ 19.19	\$ 93.85
5. Prefabricated fireplaces	\$ 74.66	\$ 19.19	\$ 93.85
NOTE: The fee for wood burning stoves or prefabricated fireplaces is added to the other mechanical fees even if the same owner or contractor performs the work.			
6. Oil Tank(s), new or removal, in or above ground (per permit)	\$ 74.66	\$ 19.19	\$ 93.85
7. Building fire suppression systems			
8. Ductwork only, additions and finished basements	\$ 74.66	\$ 19.19	\$ 93.85

B. NON RESIDENTIAL

(Includes R-1, R-2, R-2 group classified as R-3 and R-3 [4 story/2 dwellings])

1. Ductwork			
a. 0-2,500 sq. ft. fee per sq. ft., plus equipment schedule	\$ 0.0696	\$ 0.0179	\$ 0.0875
b. 2,501-5,000 sq. ft. fee per sq. ft., plus above fee	\$ 0.0448	\$ 0.0115	\$ 0.0563
c. 5,001-40,000 sq. ft. fee per sq. ft., plus above fees	\$ 0.0298	\$ 0.0076	\$ 0.0374
d. 40,000 sq. ft. and above fee per sq. ft., plus above fees	\$ 0.0166	\$ 0.0042	\$ 0.0208

	Base Fee	Surcharges	Total Fee
2. Hoods			
a. Exhaust fans for Hoods (fee per fan)	\$ 123.60	\$ 31.75	\$ 155.35
b. Hood Fee - Per sq. ft. of each hood area	\$ 5.56	\$ 1.43	\$ 6.99
c. Hood fire suppression, per system	\$ 215.54	\$ 41.73	\$ 257.27
3. Chilled + Hot H2O, Steam Piping			
a. 0-2,500 sq. ft. fee per sq. ft., plus equipment schedule	\$ 0.0364	\$ 0.0093	\$ 0.0457
b. 2,501-5,000 sq. ft. fee per sq. ft., plus above fee	\$ 0.0298	\$ 0.0076	\$ 0.0374
c. 5,001 and above sq. ft. fee per sq. ft., plus above fees	\$ 0.0227	\$ 0.0057	\$ 0.0284
4. Equipment schedule (new or replacement)			
a. Power boilers			
i. Base fee plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee per HP	\$ 1.20	\$ 0.31	\$ 1.51
b. Hot water boiler or steam boiler			
i. Base fee plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee for each 100,000 BTU/HR or fraction thereof over 200,000 BTU.HR	\$ 13.88	\$ 3.56	\$ 17.44
c. Incinerators and crematory per 100#/HR burning rate or fraction thereof	\$ 48.60	\$ 12.48	\$ 61.08
d. Furnaces (central heating, duct, oil and solid fuel)			
i. Up to 200 MBH input - Base fee plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. For each additional 100 MBH or fraction thereof	\$ 12.50	\$ 3.22	\$ 15.72
e. Refrigeration (product cooling)			
i. Base fee plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee for each ton over 5	\$ 8.33	\$ 2.13	\$ 10.46
f. Heating and air conditioning (all units)			
i. Base fee plus	\$ 170.81	\$ 43.89	\$ 214.70
ii. Fee for each ton over 5	\$ 22.22	\$ 5.71	\$ 27.93
g. Relocation of existing heating and air conditioning, fee for each relocated unit, to include relocated duct work.	\$ 148.58	\$ 38.17	\$ 186.75
h. Conversion burner	\$ 123.60	\$ 31.75	\$ 155.35
i. Air compressors	\$ 123.60	\$ 31.75	\$ 155.35
j. Auto lifts, each (or minimum fee)	\$ 25.01	\$ 6.42	\$ 31.43
k. Auto emission systems (in slab or above floor - includes exhaust fan), fee per system	\$ 123.60	\$ 31.75	\$ 155.35
l. Chiller/Cooling Tower			
i. Base fee plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee per ton	\$ 1.22	\$ 0.31	\$ 1.53
m. Unit heaters, space heaters, through wall heat pump or A/C, exhaust fan (other than hood fan), dryer vents, VAV fans and fan coil units			
i. Fee each, for first 5 plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee each additional thereof	\$ 11.10	\$ 2.86	\$ 13.96
n. Additional equipment not listed, to include generators; each type counted separately	\$ 123.60	\$ 31.75	\$ 155.35

	Base Fee	Surcharges	Total Fee
5. Smoke evacuation system			
a. Volume of air is only to be calculated for the affected area, not additional areas not part of the zone.			
i. Per cubic foot up to 25,000 cubic feet	\$ 0.0063	\$ 0.0016	\$ 0.0079
ii. Per cubic foot 25,001-50,000 cubic feet, plus above fees	\$ 0.0035	\$ 0.0010	\$ 0.0045
iii. Per cubic foot 50,000-400,000 cubic feet plus above fees	\$ 0.0027	\$ 0.0008	\$ 0.0035
iv. Per cubic foot 400,001 and above, plus above fees	\$ 0.0012	\$ 0.0003	\$ 0.0015
b. Smoke removal fan	\$ 123.60	\$ 31.75	\$ 155.35
If smoke removal fan is an integral part of an HVAC system, fees are only to be calculated based on cubic footage)			
6. Gas piping			
a. LP or natural gas - fee per meter, plus	\$ 123.60	\$ 31.75	\$ 155.35
i. Regulators, up to 10	\$ 123.60	\$ 31.75	\$ 155.35
ii. Regulators, 11 or more	\$ 206.91	\$ 53.16	\$ 260.07
b. Fee for each connected appliance per system (Each meter is a separate system.)	\$ 11.10	\$ 2.86	\$ 13.96
c. Medical gas piping fee			
i. Per manifold per type of gas	\$ 123.60	\$ 31.75	\$ 155.35
ii. Fee per outlet, up to 30 outlets	\$ 9.74	\$ 2.50	\$ 12.24
iii. Fee for each additional 10 outlets, or part thereof	\$ 4.17	\$ 1.07	\$ 5.24
d. R-1 and R-2 which have gas piping systems to supply the furnace, hot water heater, stove, or gas logs.			
i. Fee for first ten units plus	\$ 123.60	\$ 31.75	\$ 155.35
ii. Each additional unit plus	\$ 9.74	\$ 2.50	\$ 12.24
iii. Fee for each appliance outlet	\$ 9.74	\$ 2.50	\$ 12.24
7. Flammable and combustible liquid tanks			
a. Storage tank removal or abandonment (each tank)	\$ 159.69	\$ 41.03	\$ 200.72
b. Storage tank installation and test, each tank including piping	\$ 380.47	\$ 97.75	\$ 478.22
c. Piping only (each tank)	\$ 223.57	\$ 57.44	\$ 281.01
d. Above or underground tanks up to 550 gallons, each (or minimum fee)	\$ 52.77	\$ 13.55	\$ 66.32
8. Elevator			
a. Per Building Maintenance Code - Periodic inspection of existing elevators. Administrative fee per elevator.	\$ 83.32	\$ 21.41	\$ 104.73
b. New Elevators/Escalators each	\$ 123.60	\$ 31.75	\$ 155.35
c. Miscellaneous: Sidewalk lifts, material lifts, cart lifts, stair lifts, and porch lifts, per lift.	\$ 123.60	\$ 31.75	\$ 155.35
9. Industrialized (modular) buildings require a mechanical permit when building arrives on job in more than one module requiring assembly.			
a. Base fee plus	\$ 110.75	\$ 28.45	\$ 139.20
b. Add for additional equipment - see equipment schedule			
10. Mechanical Demolition	\$ 123.60	\$ 31.75	\$ 155.35

Base Fee Surcharges Total Fee

VI. PLUMBING FEES

All permits necessary under the provisions of the Virginia Uniform Statewide Building Code shall be procured and paid for before initiation of the work covered by such permits. A separate plumbing permit is required to install plumbing fixtures and equipment in each dwelling unit, each structure, or each area of a structure, for which a separate building permit has been issued.

A. RESIDENTIAL - R-3, R-4 AND R-5

(Does not include R-2 classified as R-3 or R-3 [4 story/2 dwellings]- See nonresidential.)

1. New Residential			
a. Base fee plus	\$ 74.66	\$ 19.19	\$ 93.85
b. Each fixture and appliance, which includes floor drains, ice makers, hose bibbs, potable water connections to boilers or other nonpotable tanks or equipments, and roughed-in fixtures (no gas)	\$ 6.22	\$ 1.60	\$ 7.82
2. Additions/Remodeling (no gas)			
a. Base fee plus	\$ 74.66	\$ 19.19	\$ 93.85
b. Each fixture and appliance, which includes floor drains, ice makers, hose bibbs, potable water connections to boilers or other nonpotable tanks or equipments, and roughed-in fixtures (no gas)	\$ 6.22	\$ 1.60	\$ 7.82
3. Lawn sprinklers (backflow preventers only)	\$ 74.66	\$ 19.19	\$ 93.85
4. Water Service - per service when new, repaired or replaced	\$ 74.66	\$ 19.19	\$ 93.85
5. Building Sewer - per each 100 feet or portion thereof when inspected by the Building Development Division.	\$ 74.66	\$ 19.19	\$ 93.85
6. Pressure reducing valves, each	\$ 9.96	\$ 2.56	\$ 12.52
7. Backwater valve for sewer, each	\$ 9.96	\$ 2.56	\$ 12.52
8. Cross connection fee, per device	\$ 9.96	\$ 2.56	\$ 12.52
9. Gas L.P. / Natural			
a. Base fee plus	\$ 74.66	\$ 19.19	\$ 93.85
b. Each appliance fee	\$ 6.22	\$ 1.60	\$ 7.82
10. LP Storage Tank(s), new or removal, in or above ground (per permit)	\$ 74.66	\$ 19.19	\$ 93.85

B. NON RESIDENTIAL

(Includes R-1, R-2, R-2 group classified as R-3 and R-3 [4 story/2 dwellings])

1. New Structures, Additions and Alterations:

Base Fee	Surcharges	Total Fee
\$ 165.24	\$ 42.46	\$ 207.70

- a. Base fee plus
- b. Each fixture; includes floor drains, hose bibbs, potable water connections to boilers and other nonpotable tanks or equipment and fixtures connected to potable water systems - coffee makers, ice makers, etc.)

\$ 6.95	\$ 1.79	\$ 8.74
\$ 6.95	\$ 1.79	\$ 8.74

- c. Removal or capping off fixtures

2. Appliances - In addition to appliances normally associated with residential and nonresidential structures, appliances include ejectors, dishwashers, sewage and garbage disposals, water heaters, water booster pumps, sump pumps, sand or grease interceptors and separators, trench drains and reclaim tanks.

\$ 26.37	\$ 6.78	\$ 33.15
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3. Storm drainage

- a. Per 50,000 square feet of roof, or portion thereof, plus
- b. Each roof drain and/or downspout tying into storm drain

\$ 123.60	\$ 31.75	\$ 155.35
\$ 26.37	\$ 6.78	\$ 33.15

4. Building sewer and storm sewer, per lateral, for each 100 feet or portion thereof (new, repair, or replacement) when inspected by the Building Development Division.

- a. Sewer tap if inspected by Building Development
- b. Sewer line to building drain connection if separate permit

\$ 123.60	\$ 31.75	\$ 155.35
\$ 123.60	\$ 31.75	\$ 155.35
\$ 123.60	\$ 31.75	\$ 155.35

5. Water Service: Per service (new, repair or replacement) from well or public system (includes swimming pools.) The number of water service connections to a building will be determined by the number of meters or the number of lines entering the building.

- a. Tap if inspected by Building Development
- b. Water service to building if separate permit

\$ 123.60	\$ 31.75	\$ 155.35
\$ 123.60	\$ 31.75	\$ 155.35
\$ 123.60	\$ 31.75	\$ 155.35

6. Cross Connection devices (each)

(No fee for Building Maintenance Code inspections)

- a. Minimum fee per building
- b. Maximum fee per building

\$ 11.10	\$ 2.86	\$ 13.96
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\$ 123.60	\$ 31.75	\$ 155.35
\$ 745.69	\$ 191.59	\$ 937.28

7. Water softeners, filter system each

\$ 83.32	\$ 21.41	\$ 104.73
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8. Building drain without any fixtures (base fee)

\$ 165.24	\$ 42.46	\$ 207.70
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	Base Fee	Surcharges	Total Fee
9. Ground work			
a. Base fee plus	\$ 165.24	\$ 42.46	\$ 207.70
b. Each fixture	\$ 6.95	\$ 1.79	\$ 8.74
10. Trap primer, each	\$ 11.10	\$ 2.86	\$ 13.96
11. Pressure reducing valve, each (additional charge)	\$ 11.10	\$ 2.86	\$ 13.96
12. Backwater valve, each	\$ 11.10	\$ 2.86	\$ 13.96
13. Mixing valve, each	\$ 11.10	\$ 2.86	\$ 13.96
14. Recirculating pump, each	\$ 11.10	\$ 2.86	\$ 13.96
15. Saunas or steam baths, each	\$ 123.60	\$ 31.75	\$ 155.35
16. Plumbing Demolition	\$ 123.60	\$ 31.75	\$ 155.35
17. Gas Demolition	\$ 123.60	\$ 31.75	\$ 155.35
C. INDUSTRIALIZED BUILDING AND MANUFACTURED HOMES			
1. Residential Plumbing (R-3 and R-4) base fee plus sewer and water connection	\$ 110.75	\$ 28.45	\$ 139.20
2. Residential Gas Connection (R-3 and R-4)	\$ 74.66	\$ 19.19	\$ 93.85
3. Nonresidential (includes R-1 and R-2) - Base fee plus nonresidential fixtures fees plus sewer and water connection.	\$ 148.08	\$ 38.04	\$ 186.12

END

MOTION: BODDYE

**April 28, 2020
Regular Meeting
Res. No. 20-332**

SECOND: ANGRY

RE: AMEND - ITEM 8C, RESOLUTION TO BUDGET AND APPROPRIATE THE FISCAL YEAR 2021 ALL FUNDS BUDGET AND ADOPT THE FISCAL YEAR 2021 - 2026 CAPITAL IMPROVEMENT PROGRAM BY ADDING HALF-A-FISCAL YEAR OF FUNDING FOR NEW HORIZONS INTENSIVE IN-HOME SERVICES

ACTION: APPROVED

WHEREAS, New Horizons Intensive In-Home Services provides intensive outpatient therapeutic services for youth and their families with mental health, substance abuse, and co-occurring disorders when the youth is at high risk for an out-of-home placement; and

WHEREAS, the Board of County Supervisors desires to amend the proposed resolution, Item 8C, to Budget and Appropriate the Fiscal Year 2021 All Funds Budget and Adopt the Fiscal year 2021 - 2026 Capital Improvement Program by adding half-a-fiscal year of funding for New Horizons intensive in-home services;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby amends resolution, Item 8C, to Budget and Appropriate the Fiscal Year 2021 All Funds Budget and Adopt the Fiscal year 2021 - 2026 Capital Improvement Program by adding half-a-fiscal year of funding for New Horizons intensive in-home services.

Votes:

Ayes: Angry, Bailey, Boddy, Franklin, Wheeler

Nays: Candland, Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: BAILEY

**April 28, 2020
Regular Meeting**

SECOND: BODDYE

Res. No. 20-333

**RE: BUDGET AND APPROPRIATE THE FISCAL YEAR 2021 ALL FUNDS BUDGET AND
ADOPT THE FISCAL YEAR 2021 – 2026 CAPITAL IMPROVEMENT PROGRAM**

ACTION: APPROVED

WHEREAS, the public hearing regarding the Fiscal Year 2021 Budget and the Fiscal Year 2021 – 2026 Capital Improvement Program (CIP) was duly advertised on March 4 and 11, 2020, and held on April 14 and 16, 2020; and

WHEREAS, the Prince William County Planning Commission conducted a duly advertised public hearing on April 1, 2020, to solicit public comment on the Proposed CIP; and

WHEREAS, the Prince William County Planning Commission recommended adoption of the Proposed CIP as presented on April 1, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby budgets and appropriates the Fiscal Year 2021 All Funds Budget of \$1,703,169,974 exclusive of School funds, in its entirety, effective July 1, 2020;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby adopts the Fiscal Year 2021 – 2026 CIP for County capital projects within the Capital Projects Fund, the Solid Waste Capital Fund, and the Adult Detention Center Capital Fund to support the projected expenditures for capital projects previously authorized by the Prince William Board of County Supervisors;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby determines that it is necessary and advisable to advance money on a temporary basis from the Capital Projects Funds to pay the costs of the Adult Detention Center Expansion Phase 2, Animal Shelter Reconstruction, Station 22 (Groveton) Fire and Rescue Station, the Public Safety Training Center Expansion, and Station 27 Fire and Rescue Station projects to be paid prior to receipt of proceeds from authorized financings;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby reasonably expects to use proceeds of authorized financings to reimburse cash advances made or to be made to pay costs of Adult Detention Center Expansion Phase 2, Animal Shelter Reconstruction, Station 22 (Groveton) Fire and Rescue Station, the Public Safety Training Center Expansion, and Station 27 Fire and Rescue Station projects that are paid prior to such issuances. The maximum amount of debt or other financing expected to be issued for these purposes are: \$50,685,000 for Adult Detention Center Expansion Phase 2, \$14,125,000 for Animal Shelter Reconstruction, \$16,618,000 for Station 22 (Groveton) Fire and Rescue Station, \$3,000,000 for the Public Safety Training Center Expansion, and \$14,000,000 for the Station 27 Fire and Rescue Station;

April 28, 2020
Regular Meeting
Res. No. 20-333
Page Two

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby intends that adoption of this resolution shall constitute “official intent” to reimburse the expenditures with the proceeds of one or more issues of authorized financings within the meaning of Treasury Regulations, Section 1.150-2, promulgated under the Internal Revenue Code of 1986, as amended;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the use, and budgets and appropriates \$500,000 of Affordable Housing proffers to support housing assistance services in Fiscal Year 2020 and authorize the appropriation of all unexpended amounts specific to this request in Fiscal Year 2021;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the use, and budgets and appropriates \$1,000,000 from the Economic Development Opportunity Fund to support small businesses in Prince William County impacted by the COVID-19 pandemic in Fiscal Year 2020, and authorizes the appropriation of all unexpended amounts specific to this request in Fiscal Year 2021;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive, or designee, to sign a Memorandum of Understanding with the Commonwealth’s Attorney regarding funding related to Police body worn cameras to be filed with the State Compensation Board prior to July 1, 2020;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the creation of the Department of Facility & Fleet Services and authorizes the County Executive to shift funds and personnel necessary to support the creation of the department;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive to shift adopted Fiscal Year 2021 budgets, within funds, as necessary to accomplish the intent of the Prince William Board of County Supervisors;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the administrative adjustment of the adopted budgets, to include interdepartmental transfer of budgeted salary lapse, to conform to defined program, and internal service fund structures;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive to shift vacant positions and vacant position budgets, as necessary, to advance the goals and priorities of the Prince William Board of County Supervisors;

April 28, 2020
Regular Meeting
Res. No. 20-333
Page Three

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Finance Director to sweep any Fiscal Year 2020 operating surplus in the Adult Detention Center budget to the general fund for maintaining year-end reserves.

ATTACHMENT: Fiscal Year 2021 All Funds Expenditure Summary

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: Candland, Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

Schools Superintendent

Finance Director

Management and Budget Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

Fiscal Year 2021 All Funds Expenditure Summary

FY2021 Adopted Budget	
SECTION ONE: GENERAL FUND EXPENDITURE SUMMARY	
<u>Community Development</u>	
Economic Development	\$4,040,707
Library	\$19,261,485
Parks, Recreation & Tourism	\$36,128,999
Planning	\$4,039,680
Public Works	\$4,772,837
Transportation	\$2,913,243
Subtotal	\$71,156,951
<u>General Government</u>	
Board of County Supervisors	\$4,823,967
County Attorney	\$4,069,261
Elections	\$3,780,113
Executive Management	\$3,982,946
Finance	\$24,506,308
Human Resources	\$3,781,607
Human Rights Office	\$941,912
Management & Budget	\$1,591,013
Facility & Fleet Services	\$29,500,788
Subtotal	\$76,977,915
<u>Human Services</u>	
Area Agency on Aging	\$7,528,375
Public Health	\$3,786,134
Social Services	\$72,222,872
Virginia Cooperative Extension	\$1,018,636
Community Services	\$52,890,465
Subtotal	\$137,446,482
<u>Public Safety</u>	
Circuit Court Judges	\$989,348
Clerk of the Court	\$4,495,168
Commonwealth's Attorney	\$6,653,538
Criminal Justice Services	\$5,067,590
Fire & Rescue	\$103,421,141
General District Court	\$763,283
Juvenile & Domestic Relations Court	\$249,643

Fiscal Year 2021 All Funds Expenditure Summary

FY2021	
Adopted Budget	
Juvenile Court Services Unit	\$1,079,621
Magistrates	\$113,899
Police	\$113,373,446
Public Safety Communications	\$13,006,696
Sheriff	\$12,966,882
Transfer to Adult Detention Center	\$33,660,913
Subtotal	\$295,841,168
Debt	
Debt Service	\$52,892,430
Subtotal	\$52,892,430
Transfers	
Transfer to Law Library program (Circuit Court Clerk)	\$32,229
Transfer to Site Development Review & Inspection	\$1,707,160
Transfer to Building Development	\$2,238,434
Transfer to Housing	\$217,141
Transfer to Innovation	\$35,000
Transfer to Parks Enterprise Fund	\$757,422
Class Size Reduction Grant	\$1,000,000
Debt Service for 13th High School	\$851,331
Subtotal	\$6,838,717
Non-Departmental	
Unclassified Administrative	\$7,785,860
Contingency	\$3,100,206
Countywide Insurance Programs	\$7,741,490
Unemployment Insurance	\$125,000
Subtotal	\$18,752,556
Total Without School Transfer	\$659,906,219
Transfer to Schools (57.23% of General Revenue)	\$625,342,481
Total With School Transfer	\$1,285,248,700

* Totals may not add due to rounding.

Fiscal Year 2021 All Funds Expenditure Summary

FY2021 Adopted Budget	
SECTION TWO: NON GENERAL FUND EXPENDITURE SUMMARY	
<u>Special Revenue Funds</u>	
Animal Shelter Donations & License Plates	\$9,500
Community Development Authority	\$3,012,000
Site & Building Development (Development Services)	\$26,490,295
Emergency Medical Service Fee	\$5,341,050
Housing & Community Development	\$43,256,266
Fire & Rescue Levy	\$58,821,073
Mosquito & Forest Pest Management	\$1,697,311
Stormwater Management	\$8,781,090
Transportation/Service Districts	\$964,817
NVTA - Additional 2% Transient Occupancy Tax	\$1,400,000
Total Special Revenue Funds	\$149,773,402
<u>Capital Project Funds</u>	
Capital Project Funds	\$38,507,916
Total Capital Project Funds	\$38,507,916
<u>Enterprise Funds</u>	
Innovation Business Park	\$195,000
Parks, Recreation & Tourism	\$5,886,760
Solid Waste	\$34,002,612
Total Enterprise Funds	\$40,084,372
<u>Internal Service Funds</u>	
Information Technology	\$40,340,857
Public Works Construction Crew	\$2,109,675
Fleet Management	\$9,471,876
Medical Insurance	\$83,719,000
Total Internal Service Funds	\$135,641,408
<u>Trust & Agency Funds</u>	
Commonwealth Credit	\$500,000
Total Trust & Agency Funds	\$500,000
<u>Component Units</u>	
Adult Detention Center	\$53,414,177
Total Adult Detention Center Fund	\$53,414,177
Total Funds Less Education	\$1,703,169,974

* Totals may not add due to rounding.

MOTION: BODDYE

**April 28, 2020
Regular Meeting
Res. No. 20-334**

SECOND: BAILEY

RE: BUDGET AND APPROPRIATE FISCAL YEAR 2021 SCHOOL BUDGET

ACTION: APPROVED

WHEREAS, Prince William County Schools held a duly advertised public hearing on February 19, 2020, on the Schools Fiscal Year 2021 Proposed Budget and Capital Improvement Program in accordance with Sections 15.2-2506, and 22.1-93 VA Code Ann.; and

WHEREAS, the Prince William County School Board approved the Schools Fiscal Year 2021 Proposed Budget and Capital Improvement Program on March 18, 2020, and communicated the School budget on March 19, 2020, for consideration by the Prince William Board of County Supervisors and publicly presented the Schools Fiscal Year 2021 Proposed Budget on April 16, 2020; and

WHEREAS, the public hearing regarding the Fiscal Year 2021 Budget was duly advertised on March 11 and 14, 2020, and held on April 14 and 16, 2020; and

WHEREAS, the County/Schools revenue sharing agreement provides 57.23% of general revenue, excluding recordation tax revenue, to the Schools; and

WHEREAS, the school division budget is supported by various County transfers including a revenue sharing agreement general fund transfer of \$625,342,481; cable television capital grant revenue of \$741,415; class size reduction grant of \$1,000,000; 13th high school debt service support of \$851,331, and School security program of \$500,000; and

WHEREAS, the school division budget is supported by an additional County general fund transfer of \$1,204,473 to provide reimbursements from the federal government for costs associated with Build America Bonds and Qualified School Construction Bonds that are paid by the school division from the Debt Service Fund; and

WHEREAS, the total County transfer to the school division is \$629,639,700;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the following Fiscal Year 2021 School Division budget by state category as follows:

<u>Description</u>	<u>Amount</u>
Instruction	\$ 906,192,052
Administration, Health & Attendance	\$ 90,511,520
Pupil Transportation	\$ 65,851,470
Operations and Maintenance	\$ 65,344,512
Food Services and Non-Instructional Funds	\$ 188,208,493
Facilities	\$ 226,556,886
Technology	\$ 50,053,301
Debt Service	\$ 109,437,539
All Funds Total	\$ 1,702,155,773

April 28, 2020
Regular Meeting
Res. No. 20-334
Page Two

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby budgets and appropriates the following Fiscal Year 2021 School Division budget by fund (lump sum) total as follows:

<u>Description</u>	<u>Amount</u>
Operating Fund	\$ 1,201,610,048
Debt Service Fund	\$ 109,437,539
Construction Fund	\$ 175,371,451
Food Services Fund	\$ 50,000,000
Distribution Center Fund	\$ 5,000,000
Facilities Use Fund	\$ 1,794,638
Imaging Center Fund	\$ 668,041
Self-Insurance Fund	\$ 5,768,836
Health Insurance Fund	\$ 108,095,019
Regional School Fund	\$ 26,046,907
Governor's School @ Innovation Park	\$ 1,158,015
Aquatics Center	\$ 1,455,279
School Age Child Care Program Fund	\$ 550,000
Student Activity Fund	\$ <u>15,200,000</u>
All Funds Total	\$ 1,702,155,773

BE IT FURTHER RESOLVED that adjustments between amounts budgeted within specific funding categories outlined by the Commonwealth may be required at a later date provided that said adjustments do not exceed the total of funds budgeted and appropriated herein;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors authorizes the School Division to retain unexpended Fiscal Year 2020 funds to support the Fiscal Year 2021 school budget;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby reasonably expects to use proceeds of authorized financings to reimburse cash advances made or to be made by the Prince William County School Division to pay costs of the construction of the Potomac Shores Middle School, the 13th High School, and the Rosemount Lewis Elementary School; the addition to Gainesville Middle School (11 rooms); specific facility based improvement projects to include Stonewall Jackson High School - Office/Admin Area Renovation, Osbourn Park High School - Office/Admin Area Renovation, Osbourn Park High School – Fenestration Improvements, and Stonewall Jackson High School – Fenestration Improvements; and school renovations including Bennett Elementary School, Hylton High School, and Penn Elementary School that are to be paid prior to such issuance. The maximum amount of debt or other financing expected to be issued for this purpose is \$26,559,500 for the construction of the Potomac Shores Middle School, \$52,000,000 for the 13th High School, and \$3,200,000 for the Rosemount Lewis Elementary School; \$700,000 for the addition of Gainesville Middle School (11 rooms), \$657,000 for the addition of Reagan Middle School (6 rooms); specific facility-based improvement projects to include \$1,000,000 for Stonewall Jackson High School – Office/Admin Area Renovation, \$1,000,000 for Osbourn Park High School – Office/Admin Area Renovation, \$1,600,000 for Osbourn Park High School – Fenestration Improvements, and \$1,600,000 for Stonewall Jackson High School – Fenestration Improvements; and school renovations including \$8,934,143 for Bennett Elementary School, \$24,429,000 for Hylton High School, and \$295,357 for Penn Elementary School;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby determines that it is necessary and advisable to advance money on a temporary basis for costs associated to the construction of the Potomac Shores Middle School, the 13th High School, and the Rosemount Lewis Elementary School; the addition of Gainesville Middle School (11 rooms); specific facility based improvement projects to include Stonewall Jackson High School Office/Admin Area Renovation, Osbourn Park High School - Office/Admin Area Renovation, Osbourn Park High School – Fenestration Improvement, and Stonewall Jackson High School – Fenestration Improvements; and school renovations including Bennett Elementary School, Hylton High School, and Penn Elementary School, that are to be paid prior to such issuance;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby intends that adoption of this resolution shall constitute “official intent” to reimburse the expenditures from the Prince William County Public School Board Construction Fund with the proceeds of one or more issues of authorized financings within the meaning of Treasury Regulations, Section 1.150-2, promulgated under the Internal Revenue Code of 1986, as amended;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the administrative adjustment of the adopted budgets to conform to defined program and internal service fund structures.

April 28, 2020
Regular Meeting
Res. No. 20-334
Page Four

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: Candland, Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

Schools Superintendent

Management and Budget Director

Finance Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: FRANKLIN **April 28, 2020**
Regular Meeting
Res. No. 20-335

SECOND: BAILEY

RE: BUDGET, APPROPRIATE, AND TRANSFER FISCAL YEAR 2021 TRANSIT SPECIAL REVENUE FUND

ACTION: APPROVED

WHEREAS, the Potomac and Rappahannock Transportation Commission (PRTC) is requesting County transit support as follows:

Administration	\$ 368,400
Marketing	\$ 1,154,200
Commuter Bus (OmniRide Express)	\$ 6,474,400
Intra County Bus (OmniRide Local)	\$ 6,502,000
Paratransit	\$ 183,200
Vanpool Program	\$ 1,979,200
Local Capital Match	<u>\$ 2,220,900</u>
Total	\$18,882,300

WHEREAS, the above levels of County transit support for commuter bus and intra-county bus will allow PRTC to continue providing County subsidized bus service including complementary paratransit service on the three OmniRide Local routes in the western end of the County that are shared with the Cities of Manassas and Manassas Park; and

WHEREAS, funding PRTC operations requires recurring revenue of \$12,749,700 in Fiscal Year 2021 estimated fuel tax receipts, \$20,000 in interest earnings; and

WHEREAS, a net use of fund balance totaling \$6,112,600 funds recurring PRTC operations in Fiscal Year 2021; and

WHEREAS, the public hearing regarding the Fiscal Year 2021 Budget was duly advertised on March 11 and 18, 2020, and held on April 14 and 16, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby budgets, appropriates, and transfers funds from the County's motor fuels tax account at the Potomac and Rappahannock Transportation Commission for the programs and in the amounts set forth above;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Potomac and Rappahannock Transportation Commission to use the County's fuel tax revenues estimated at \$12,749,700 to support its transit obligations.

April 28, 2020
Regular Meeting
Res. No. 20-335
Page Two

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Lawson, Wheeler

Nays: Candland, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

PRTC Finance Director

Management and Budget Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: ANGRY

**April 28, 2020
Regular Meeting**

SECOND: BODDYE

Res. No. 20-336

**RE: AUTHORIZE AMENDMENTS TO THE POSITION CLASSIFICATION AND PAY PLAN
IN ACCORDANCE WITH THE COUNTY'S ADOPTED COMPENSATION POLICY**

ACTION: APPROVED

WHEREAS, the Board of County Supervisors adopts amendments to the Position Classification and Pay Plan on a periodic as needed basis; and

WHEREAS, a Deputy Emergency Management Coordinator classification is recommended to be established to support Fire and Rescue's Emergency Management Coordinator responsible for the oversight of the County's emergency management programs, policies, and systems; and

WHEREAS, a Lead Business Services Specialist classification is recommended to be established to perform complex review, transaction processing, and program coordination to ensure efficient and accurate completion of department functions across the County; and

WHEREAS, a Solid Waste Operator classification is recommended to receive a subgrade change to recognize the level of fiscal responsibilities performed by scale operators at the County's landfill; and

WHEREAS, an update to the General Salary Structure is recommended to reduce pay compression at the maximum of the pay range between three Decision Band Matrix (DBM) levels; and

WHEREAS, Section 19-12 (c) of the Prince William County Code provides for amendments to the Position Classification and Pay Plan by resolution of the Prince William Board of County Supervisors; and

WHEREAS, the Human Resources Director recommends the Position Classification and Pay Plan amendments herein, as described above:

- Establish Deputy Emergency Management Coordinator, DBM C52 (Department of Fire and Rescue)
- Establish Lead Business Services Specialist, DBM B31 (Countywide)
- Change Solid Waste Operator from DBM A12 to A13 (Department of Public Works)
- Update the General Salary Structure at the maximum for DBM's B21, C41, and D61

April 28, 2020
Regular Meeting
Res. No. 20-336
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby amends the Position Classification Plan by approving the amendments, effective July 1, 2020.

ATTACHMENT: Fiscal Year 2021 Budget – General Salary Structure Recommendation

Votes:

Ayes: Angry, Bailey, Boddye, Franklin, Wheeler

Nays: Candland, Lawson, Vega

Absent from Vote: None

Absent from Meeting: None

For Information:

Finance Director

Human Resources Director

Management and Budget Director

Attachment: FY2021 Budget - General Salary Structure Recommendation

Salary Structure FY2020			
DBM	Minimum	Midpoint	Maximum
A01	\$9.35	\$14.61	\$19.87
A02	\$10.46	\$16.35	\$22.24
A03	\$11.67	\$18.24	\$24.80
A11	\$16.25	\$25.39	\$34.53
A12	\$17.55	\$27.43	\$37.30
A13	\$18.94	\$29.60	\$40.26
B21	\$20.43	\$30.65	\$40.86
B22	\$22.01	\$33.01	\$44.02
B23	\$23.67	\$35.51	\$47.34
B24/B31	\$25.88	\$38.82	\$51.76
B25/B32	\$28.72	\$43.08	\$57.44
C41	\$58,634	\$86,428	\$114,222
C42	\$62,613	\$92,293	\$121,973
C43	\$66,742	\$98,380	\$130,017
C44/C51	\$72,162	\$104,026	\$135,890
C45/C52	\$79,009	\$113,896	\$148,783
D61	\$85,015	\$117,034	\$149,052
D62	\$90,000	\$123,896	\$157,792
D63	\$95,150	\$130,986	\$166,822
D64/D71	\$101,832	\$136,878	\$171,924
D65/D72	\$110,195	\$148,120	\$186,044
E81	\$114,426	\$152,568	\$190,710
E82	\$120,262	\$160,349	\$200,436
E83	\$126,272	\$168,363	\$210,454
E91	\$128,649	\$171,532	\$214,415
E92	\$137,901	\$183,868	\$229,835

Adopted Salary Structure FY2021			
DBM	Minimum	Midpoint	Maximum
A01	\$9.35	\$14.61	\$19.87
A02	\$10.46	\$16.35	\$22.24
A03	\$11.67	\$18.24	\$24.80
A11	\$16.25	\$25.39	\$34.53
A12	\$17.55	\$27.43	\$37.30
A13	\$18.94	\$29.60	\$40.26
B21	\$20.43	\$30.65	\$42.14
B22	\$22.01	\$33.01	\$44.02
B23	\$23.67	\$35.51	\$47.34
B24/B31	\$25.88	\$38.82	\$51.76
B25/B32	\$28.72	\$43.08	\$57.44
C41	\$58,634	\$87,812	\$116,990
C42	\$62,613	\$92,293	\$121,973
C43	\$66,742	\$98,380	\$130,017
C44/C51	\$72,162	\$104,026	\$135,890
C45/C52	\$79,009	\$113,896	\$148,783
D61	\$85,015	\$119,151	\$153,288
D62	\$90,000	\$123,896	\$157,792
D63	\$95,150	\$130,986	\$166,822
D64/D71	\$101,832	\$136,878	\$171,924
D65/D72	\$110,195	\$148,120	\$186,044
E81	\$114,426	\$152,568	\$190,710
E82	\$120,262	\$160,349	\$200,436
E83	\$126,272	\$168,363	\$210,454
E91	\$128,649	\$171,532	\$214,415
E92	\$137,901	\$183,868	\$229,835

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Res. No. 20-337**

SECOND: BAILEY

**RE: AUTHORIZE THE CONTRIBUTION OF FISCAL YEAR 2021 OPERATING SURPLUS TO
 MAINTAIN REQUIRED FUND BALANCES IDENTIFIED IN THE PRINCIPLES OF
 SOUND FINANCIAL MANAGEMENT**

ACTION: APPROVED

WHEREAS, the Principles of Sound Financial Management provide financial policies necessary to assure sound stewardship of taxpayer dollars and guide the County in the planning of expenditures and revenues to ensure discipline and structural stability to weather economic cycles; and

WHEREAS, the Principles of Sound Financial Management identify annual fund balance requirements necessary to mitigate current and future economic risks; and

WHEREAS, bond rating agencies examine fund balances when considering the overall economic health and credit quality of the County; and

WHEREAS, the Prince William Board of County Supervisors adopted the current Principles of Sound Financial Management on April 10, 2018, including fund balance policies regarding the Capital Reserve and Economic Development Opportunity Fund Reserve; and

WHEREAS, Fiscal Year 2021 operating surplus from the general fund, Adult Detention Center fund, and information technology internal service operating fund (DoIT Operating Fund) will be used to support these commitments;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Finance Director to use the Fiscal Year 2021 operating surplus from the general fund, Adult Detention Center fund, and information technology internal service operating fund (DoIT Operating Fund) to maintain required fund balances identified in the Principles of Sound Financial Management listed in priority order as follows:

1. Maintain unassigned fund balance at 7.5% of general fund revenues;
2. Maintain the revenue stabilization fund reserve at 2.0% of general fund revenues;
3. Maintain the capital reserve at 2.0% of the current capital projects funds appropriations;
4. Maintain the fiscal year-end balance of the Economic Development Opportunity Fund at \$3,000,000.

April 28, 2020
Regular Meeting
Res. No. 20-337
Page Two

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors requests that the Finance Director shall report the unaudited Fiscal Year 2021 operating surplus to the Prince William Board of County Supervisors within 45 days of the close of the fourth quarter;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors requests that the Finance Director shall report the results of the Fiscal Year 2021 audit upon completion.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Finance Director

Management and Budget Director

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: BAILEY

**April 28, 2020
Regular Meeting**

SECOND: BODDYE

Res. No. 20-338

RE: AMEND THE FISCAL YEAR 2021 FISCAL PLAN TO BUDGET AND APPROPRIATE THE REMAINING BALANCE OF \$783,000,000 FOR ESTIMATED ENCUMBERED PURCHASE ORDERS AND CONTRACTS AND THE ESTIMATED UNENCUMBERED CAPITAL CONSTRUCTION PROJECT BALANCES AS OF JUNE 30, 2020

ACTION: APPROVED

WHEREAS, purchase orders and contracts encumbered at the end of the fiscal year must be re-appropriated in the succeeding fiscal year for payment; and

WHEREAS, capital construction projects are seldom completed within one fiscal year, necessitating the budget and appropriation of the remaining balance of project funding from one fiscal year to the succeeding fiscal year, in order to accomplish the project's objective: and

WHEREAS, the encumbrances are estimated at \$270,000,000 as of June 30, 2020; and

WHEREAS, appropriation of an estimated remaining balance amount of \$513,000,000 for unencumbered capital project balances will give the responsible agencies continuous access to project funding; and

WHEREAS, appropriation of an estimated remaining balance amount for the beginning of the fiscal year facilitates the payment of outstanding bills and ensures continuity of ongoing projects; and

WHEREAS, a properly advertised public hearing was held on April 14 and 16, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby amends the Fiscal Year 2021 Fiscal Plan to budget and appropriate the remaining balance of \$783,000,000 for estimated encumbered purchase orders and contracts, and the estimated unencumbered capital construction project balances as of June 30, 2020;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Finance to adjust this amount downward, if necessary, to accurately reflect the actual encumbered amounts and actual unencumbered capital construction project amounts at the end of Fiscal Year 2020.

April 28, 2020
Regular Meeting
Res. No. 20-338
Page Two

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Finance Director

Accounting Division Chief

County Executive

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: BODDYE

**April 28, 2020
Regular Meeting
Res. No. 20-339**

SECOND: VEGA

RE: AMEND – PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS' 2020 MEETING CALENDAR – REMOVE THE MEETINGS OF MAY 5, 2020; CHANGE THE WORK SESSION ON MAY 12, 2020, TO A REGULAR MEETING BEGINNING AT 2:00 P.M. WITH NO EVENING SESSION; MOVE THE MAY 12, 2020, MEETING FROM THE DEVELOPMENT SERVICES BUILDING AT FIVE COUNTY COMPLEX COURT TO BOARD CHAMBERS, ONE COUNTY COMPLEX COURT, PRINCE WILLIAM, VIRGINIA, 22192; AND REMOVE THE 7:30 P.M. SESSION FROM THE MAY 19, 2020 MEETING

ACTION: APPROVED

WHEREAS, both the Code of Virginia and the Rules of Procedure of the Prince William Board of County Supervisors require that the Board, at its annual meeting, shall adopt a schedule of the times, dates, and places of its regular meetings for the ensuing calendar year; and

WHEREAS, the 2020 Prince William Board of County Supervisors annual meeting was held on January 7, 2020; and

WHEREAS, the adopted meeting calendar may be amended by the majority voted of the Board of County Supervisors, Rules of Procedure Section A (b); and

WHEREAS, in response to COVID-19, the President has declared a National Emergency, the Governor has declared a State Emergency, and the County Executive has declared a Local Emergency, which was confirmed and amended by the Board; during such emergencies, guidance has been provided with regard to social distancing and other health and safety measures; and

WHEREAS, the Board adopted a Continuity of Government Ordinance; and the Board's priority is protecting the health, safety, and general welfare of the public;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby, in accordance with Section A: Meetings 1. (a) of their Rules of Procedure, amends the Prince William Board of County Supervisors' 2020 Meeting Calendar to remove the meeting of May 5, 2020; to change the work session on May 12, 2020, to a Regular Meeting beginning at 2:00 p.m. with no evening session; to move the May 12, 2020, meeting from the Development Services Building at Five County Complex Court to Board Chambers, One County Complex Court, Prince William Virginia, 22192; and to remove the 7:30 p.m. evening session from the May 19, 2020 meeting.

April 28, 2020

Regular Meeting
Res. No. 20-339
Page Two

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Lawson, Vega, Wheeler

Nays: Franklin

Absent from Vote: None

Absent from Meeting: None

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: BAILEY
SECOND: VEGA
RE: CERTIFY CLOSED MEETING
ACTION: APPROVED

April 28, 2020
Regular Meeting
Res. No. 20-340

WHEREAS, the Prince William Board of County Supervisors has this day adjourned into Closed Meeting in accordance with a formal vote of the Board, and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Freedom of Information Act requires certification that such Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby certifies that to the best of each member's knowledge, i) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the Closed Meeting to which this certification applies, and ii) only such public business matters as were identified in the Motion by which the said Closed Meeting was convened were heard, discussed or considered by the Board. No member dissents from the aforesaid certification.

- Adjourned into Closed Meeting at 10:02 P.M.
- Reported out from Closed Meeting at 11:21 P.M.

Votes:

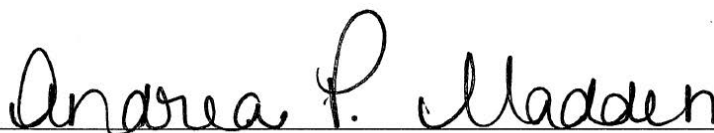
Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST:



Clerk to the Board

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Ord. No. 20-13**

SECOND: ANGRY

**RE: AGRICULTURAL AND FORESTAL DISTRICT #AFD2019-00003, TCB LAND
MANAGEMENT, LLC – BRENTSVILLE MAGISTERIAL DISTRICT**

ACTION: APPROVED

WHEREAS, this is a request to add approximately 80.17 acres into the Agricultural and Forestal District (AFD), #AFD 91-1, to be used for natural grassy areas, fields, including hay, forestry uses (within the recommendation of a Virginia Forest Stewardship Management Plan #1400005), growing trees, growing crops, and raising livestock; and

WHEREAS, the site is located at 13063 Hickerson Lane (Property), approximately 1400 feet southeast of the intersection of Route 28 and Farmview Road and identified as GPIN 7493-35-9065; and

WHEREAS, the site is zoned A-1, Agricultural, and is designated AE, Agricultural or Estate, in the Comprehensive Plan; and

WHEREAS, the purpose of the Agricultural and Forestal District, as stated in Section 15.2-4301 of the Code of Virginia, is to provide a means for a mutual undertaking by landowners and localities to protect and enhance agricultural and forestal land as a viable segment of the Commonwealth's economy and as an economic and environmental resource of major importance; and

WHEREAS, parcels, to be added, need to be contiguous or located within one mile of the minimum 200-acre core of an Agricultural and Forestal District and the ±80.17-acre property is contiguous to the 200-acre core of Agricultural and Forestal District, #AFD 91-1; and

WHEREAS, the Agricultural and Forestal District Advisory Committee adopted a Resolution advising the Planning Commission and the Board of County Supervisors that the application meets the criteria for acceptance into an Agricultural and Forestal District; and

WHEREAS, the Planning Commission, at its public hearing on February 5, 2020, recommended approval, as stated in Resolution Number 20-005; and

WHEREAS, the Prince William Board of County Supervisors duly ordered, advertised, and held a public hearing on April 28, 2020, at which time public testimony was received and the merits, of the above-referenced application, to add this Property to Agricultural and Forestal District, #AFD91-1, were considered; and

WHEREAS, the health, safety, and general welfare of the County and its citizens are served by the approval of the application; and

April 28, 2020
Regular Meeting
Ord. No. 20-13
Page Two

WHEREAS, the Board has considered the criteria for inclusion of land in an AFD under Virginia Code Section 15.2-4306 and finds that this application should be approved based on those criteria; and

WHEREAS, the Board finds that approval of this application will conserve and protect prime farmland and environmentally sensitive resources and protect and enhance this land for agricultural and forestal production uses;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby approves the request to modify #AFD91-1 and add ±80.17-acres as requested in the application, #AFD2019-00003, TCB Land Management, LLC;

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors' approval of this addition to the Agricultural and Forestal District does not relieve the applicant, and/or subsequent owners, from compliance with the provisions of any applicable ordinances, regulations, requirements, policies, or adopted standards including, but not limited to, those found in the Prince William County Comprehensive Plan, Subdivision Ordinance, and Zoning Ordinance.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Planning Director

Jacob A. Klitenic III
TCB Land Management, LLC
P.O. Box 80
Clifton, VA 20124

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: LAWSON

**April 28, 2020
Regular Meeting
Ord. No. 20-14**

SECOND: ANGRY

**RE: AGRICULTURAL AND FORESTAL DISTRICT AFD#2019-00002, FARMVIEW, LLC -
BRENTSVILLE MAGISTERIAL DISTRICT**

ACTION: APPROVED

WHEREAS, this is a request to add approximately ±4.05 acres into the Agricultural and Forestal District (AFD), #AFD91-1, as a wooded lot to be forested; and

WHEREAS, the site is located at 13209 Farmview Road (Property), approximately 290 feet southwest of the intersection of Route 28 and Farmview Road and identified as GPIN 7493-17-8304; and

WHEREAS, the site is zoned A-1, Agricultural, and is designated AE, Agricultural or Estate, in the Comprehensive Plan; and

WHEREAS, the purpose of the Agricultural and Forestal District, as stated in Section 15.2-4301 of the Code of Virginia, is to provide a means for a mutual undertaking by landowners and localities to protect and enhance agricultural and forestal land as a viable segment of the Commonwealth's economy and as an economic and environmental resource of major importance; and

WHEREAS, parcels, to be added, need to be contiguous or located within one mile of the minimum 200-acre core of an Agricultural and Forestal District and the ±4.05-acre property is within one-mile of the existing AFD91-1 core; and

WHEREAS, the Agricultural and Forestal District Advisory Committee adopted a resolution advising the Planning Commission and the Board of County Supervisors that the application meets the criteria for acceptance into an Agricultural and Forestal District; and

WHEREAS, the Planning Commission, at its public hearing on February 5, 2020, recommended approval, as stated in Resolution Number 20-006; and

WHEREAS, the Prince William Board of County Supervisors duly ordered, advertised, and held a public hearing on April 28, 2020, at which time public testimony was received and the merits, of the above-referenced application, to add this Property to Agricultural and Forestal District, #AFD91-1, were considered; and

WHEREAS, the health, safety, and general welfare of the County and its citizens are served by the approval of the application; and

April 28, 2020
Regular Meeting
Ord. No. 20-14
Page Two

WHEREAS, the Board has considered the criteria for inclusion of land in an AFD under Virginia Code 15.2-4306 and finds that this application should be approved based on those criteria; and

WHEREAS, the Board finds that approval of this application will conserve and protect prime farmland and environmentally sensitive resources and protect and enhance this land for agricultural and forestal production uses;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby approves the request to modify #AFD91-1 and add ± 4.05-acres as requested in the application, #AFD2019-00002, Farmview, LLC;

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors' approval of this addition to the Agricultural and Forestal District does not relieve the applicant, and/or subsequent owners, from compliance with the provisions of any applicable ordinances, regulations, requirements, policies, or adopted standards including, but not limited to, those found in the Prince William County Comprehensive Plan, Subdivision Ordinance, and Zoning Ordinance.

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Planning Director

Jacob A. Klitenic III
TCB Land Management, LLC
P.O. Box 80
Clifton, VA 20124

ATTEST: _____

Andrea P. Madden

Clerk to the Board

MOTION: BAILEY

**April 28, 2020
Regular Meeting**

SECOND: VEGA

Ord. No. 20-15

RE: AMEND CHAPTER 2 OF THE PRINCE WILLIAM COUNTY CODE BY ADOPTING CONTINUITY OF GOVERNMENT ORDINANCE TO PROVIDE CONTINUITY OF GOVERNMENT IN THE EVENT OF AN ENEMY ATTACK OR OTHER DISASTER; AND INVOKE CONTINUITY OF GOVERNMENT ORDINANCE FOR COVID-19 EMERGENCY DISASTER

ACTION: APPROVED

WHEREAS, the Virginia General Assembly recognizes that the Board of County Supervisors (Board) must continue to govern in emergency circumstances to secure and promote the health, safety, and general welfare of the County and members of the public, and in doing so enacted Section 15.2-1413, VA Code Ann., which states: "Notwithstanding any contrary provision of law, general or special, any locality may, by ordinance, provide a method to assure continuity in its government, in the event of an enemy attack or other disaster. Such ordinance shall be limited in its effect to a period not exceeding six months after any such attack or disaster and shall provide for a method for the resumption of normal governmental authority by the end of the six-month period."; and

WHEREAS, on March 31, 2020, pursuant to Section 15.2-1413, the Prince William Board of County Supervisors adopted emergency Ordinance Number (Ord. No.) 20-10 known as the Emergency Continuity of Government Ordinance; and

WHEREAS, pursuant to Virginia Code Section 15.2-1427, counties may adopt emergency ordinances without prior notice, provided the emergency ordinance shall not be enforced for more than sixty (60) days unless readopted in conformity with the provisions of the Virginia Code; and

WHEREAS, a public hearing, duly advertised, and in conformity with the provisions of the Virginia Code was conducted this date for the purpose of readoption of the Continuity of Government Ordinance and interested members of the public were heard and their comments considered; and

WHEREAS, the Board of County Supervisors wishes to readopt the Continuity of Government Ordinance in order to provide continuity of government in the event of an enemy attack or other disaster to protect the safety, health, and welfare of the residents of Prince William County; and

WHEREAS, the Continuity of Government Ordinance establishes methods to assure continuity in Prince William County Government, including the Board of County Supervisors' procedures for meetings during an enemy attack, disaster, crisis, or emergency. These provisions are intended to ensure the Board's ability to conduct necessary public business in a manner consistent with Virginia law and federal, state, and local health directives and guidance, all while maintaining transparency and public participation to the greatest extent feasible; and

April 28, 2020
Regular Meeting
Ord. No. 20-15
Page Two

WHEREAS, by adoption of Ord. No. 20-10 on March 31, 2020, the Board invoked the provisions of Ord. No. 20-10 to address the current Covid-19 emergency and Disaster; and

WHEREAS, the need for the invocation of the Continuity of Government Ordinance to address the Covid-19 Emergency Disaster continues as of this date; and

WHEREAS, in response to a future emergency, disaster, and/or enemy attack the Continuity of Government Ordinance may be invoked by resolution of this Board; and

WHEREAS, HB 29 from the 2020 General Assembly Session included language in the Fiscal Year (FY) 2020 Virginia State Budget provisions authorizing the Board to meet by electronic communication means without a quorum of the Board assembled at one location, and HB 30 from the 2020 General Assembly Session also included identical provisions in the FY2021 Virginia State Budget; and nothing herein shall be construed to limit the authority granted to the Board therein, it being the intent of the Board to preserve its right to exercise all such powers available to continue the operation of the County government as are permitted by law;

NOW, THEREFORE, BE IT ORDAINED that the Prince William Board of County Supervisors hereby amends Chapter 2 (Administration) of the Prince William County Code by adopting the attached Continuity of Government Ordinance as Article X of Chapter 2 of the Prince William County Code to be utilized upon a finding by the Board of a specific enemy attack or disaster, in accordance with the Virginia Code;

BE IT FURTHER ORDAINED that the Prince William Board of County Supervisors, due to the effects of the community spread of COVID-19, continues to find that a disaster exists pursuant to Sections 15.2-1413 and 44-146.13, *et. seq.*, VA Code Ann., and hereby continues to invoke the Continuity of Government Ordinance and all its provisions during the pendency of the attack, emergency, crisis, and disaster created by COVID-19;

BE IT STILL FURTHER ORDAINED that the Prince William Board of County Supervisors hereby authorizes the County's Director of Emergency Management to continue to take those actions authorized by law, Ord. No. 20-10, the Continuity of Government Ordinance, and this Ordinance, and further action(s) by the Board to address the COVID-19 emergency, attack, crisis, and disaster;

April 28, 2020
Regular Meeting
Ord. No. 20-15
Page Three

BE IT STILL FURTHER ORDAINED that the provisions in Ord. No. 20-10, the Continuity of Government Ordinance, and this Ordinance pertaining to the COVID-19 emergency, crisis, attack, and disaster shall be in effect for a period not exceeding six months from the Board's adoption of Ord. No. 20-10 on March 31, 2020, unless this Board acts earlier to stop exercising its authority under the Ord. No. 20-10, the Continuity of Government Ordinance, and this Ordinance. Upon Board action to stop exercising its authority or expiration of six months from March 31, 2020, the matters referenced in in the Ordinance shall resume operation in accordance with normal practices and procedures.

ATTACHMENT: Proposed Code Section

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney

County Executive

ATTEST: _____

Andrea P. Madden

Clerk to the Board

PROPOSED AMENDMENT TO THE PRINCE WILLIAM COUNTY CODE

Chapter 2

Administration

* * *

ARTICLE X

Continuity of Government Ordinance

* * *

Division 1. - General

Sec. 2-202.- Established; Purpose; Application.

In accordance with Section 15.2-1413, VA Code Ann., notwithstanding any contrary provision of law, general or special, the following procedures are adopted to ensure continuity of government during the pendency of enemy attack or other disaster, in accordance with the Virginia Code.

Nothing in this Division shall affect the authority granted to the Board of County Supervisors of Prince William to meet by electronic communications means without a quorum physically assembled at one location by HB 29 (FY2020 Virginia State Budget) or HB 30 (FY2021 Virginia State Budget).

Sec. 2-203.- Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the Board of County Supervisors of Prince William County, Prince William, Virginia.

Disaster means (i) any man-made disaster including any condition following an attack by any enemy or foreign nation upon the United States resulting in substantial damage of property or injury to persons in the United States and may be by use of bombs, missiles, shell fire, nuclear, radiological, chemical, or biological means or other weapons or by overt paramilitary actions; terrorism, foreign and domestic; also any industrial, nuclear, or transportation accident, explosion, conflagration, power failure, resources shortage, or other condition such as sabotage, oil spills, and

other injurious environmental contaminations that threaten or cause damage to property, human suffering, hardship, or loss of life; and (ii) any natural disaster including any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, communicable disease of public health threat, or other natural catastrophe resulting in damage, hardship, suffering, or possible loss of life.

Emergency means any occurrence, or threat thereof, whether natural or man-made, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property or natural resources and may involve governmental action beyond that authorized or contemplated by existing law because governmental inaction for the period required to amend the law to meet the exigency would work immediate and irrevocable harm upon the citizens or the environment of the Commonwealth or some clearly defined portion or portions thereof.

Ordinance or Continuity of Government Ordinance shall refer to Chapter 2, Article X of this Ordinance.

Local emergency means the condition declared by the local governing body when in its judgment the threat or actual occurrence of an emergency or disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; provided, however, that a local emergency arising wholly or substantially out of a resource shortage may be declared only by the Governor, upon petition of the local governing body, when he deems the threat or actual occurrence of such an emergency or disaster to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; provided, however, nothing in this Article shall be construed as prohibiting a local governing body from the prudent management of its water supply to prevent or manage a water shortage.

State of emergency means the condition declared by the Governor when in his judgment, the threat or actual occurrence of an emergency or a disaster in any part of the Commonwealth is of sufficient severity and magnitude to warrant disaster assistance by the Commonwealth to supplement the efforts and available resources of the several localities, and relief organizations in preventing or alleviating the damage, loss, hardship, or suffering threatened or caused thereby and is so declared by him.

Unless a different definition is provided in this Article, or the context requires otherwise, all terms used in this Article shall have the meanings ascribed to them by Code of Virginia Sections 15.2-1413 and 44-146.13, *et. seq.*

Sec. 2-204.- Board invoking Ordinance.

When the Board finds there is an enemy attack or disaster as defined in Section 44-146.13 *et. seq.* Virginia Code Ann., it may invoke by resolution the provisions of this Ordinance for a period

not to exceed six months after any such attack or disaster. Following the Board's invocation of this Ordinance by resolution, the provisions of this Article shall apply.

Division 2. – Meetings

Sec. 2-205.- No prohibition on holding in-person public meetings.

Nothing in this Ordinance shall prohibit the Board and the entities listed in county code sec. 2-206 from holding in-person public meetings provided that appropriate public health and safety measures are taken into consideration.

Sec. 2-206.- Meetings procedural provisions and requirements.

When the Board finds there is an enemy attack or disaster such that this Continuity of Government Ordinance shall be invoked by resolution, the following procedural provisions, in consultation with the County Attorney's Office, shall apply:

- (1) For any meeting at which the Board or other entities listed in this section transacts public business with any purpose other than addressing the attack, emergency, crisis, or disaster, or assuring the continuity of government, the Board and the entities listed below will meet in accordance with all usual procedures established by the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 et. seq.
- (2) After the Board invokes this Ordinance, meetings of the Board, and to the extent allowed by law, all local public bodies, boards, commissions, committees, authorities, and other public bodies that are appointed by and report to the Board, that are necessary for the continuity of its government, may be held through electronic communication means without a quorum of members physically present in a single location, provided that, to the extent possible, notice of such meetings is given in accordance with applicable laws.
- (3) To the extent allowed by law, meetings of all local public bodies, boards, commissions, committees, authorities and other public bodies that are necessary for the continuity of County government, to include, but not limited to, the Prince William County School Board, the Prince William County Service Authority, the Prince William-Manassas Regional Jail Board, the Potomac and Rappahannock Transportation Commission, the Virginia Railway Express Operations Board, the Northern Virginia Transportation Authority, and the Industrial Development Authority, may be held through electronic communication means without a quorum of members physically present in a single location, and any County appointee, designee, or representative to such entities are authorized to participate in such meeting electronically, provided that notice of such meetings is given in accordance with applicable laws; and
- (4) Such meetings that are necessary for the continuity of County government may be scheduled when adopted by resolution during a meeting, may be held in lieu of a previously scheduled meeting, or may be held in the same manner as other regular, special, or emergency meetings; and

- (5) Such meetings, subject to Federal and State health and safety standards and guidance, may be held without permitting members of the public to be physically present in a central location or in the same physical location as the Board or any of the entities listed above, so long as alternative arrangements for public access to such meetings and public participation in such meetings are made. Such alternative public access may be electronic, including, but not limited to, audio, telephonic, or video broadcast; and
- (6) In no event shall any action be taken by the Board or the other entities listed above in any regular, emergency, special, or electronic meeting unless a quorum is participating in the meeting; and
- (7) Before any action may be taken on any item at a meeting for the continuity of government, the Board and the entities listed above must first approve that the item or items are necessary to address the attack, emergency, crisis, or disaster, or to assure the continuity of government and that the usual procedures cannot be implemented safely or practically. A motion may be made and voted upon before each item or as to the entire agenda, as may be determined by the Chair; and
- (8) For any such matter requiring a public hearing by law, public comment will be solicited and received via written or electronic communication prior to the vote on the matter. All such comments will be provided to the members of the Board and made a part of the record of the meeting; and
- (9) Notwithstanding the foregoing, the Board and entities listed above may, at their election, conduct previously scheduled regular meetings, emergency meetings, or special meetings and act upon scheduled or purposed agenda items before them for the duration of the attack, crisis, disaster, and/or emergency declaration thereafter, under normal procedures or by solely electronic means in compliance with public notice, access, and other requirements of Virginia Code Section 2.2-3708.2(A)(3) to the extent practicable; and
- (10) Notwithstanding any provision of law, regulation, or public policy to the contrary, any deadlines requiring action by the Board and entities listed above, its officers (including Constitutional Officers) and employees of its organization shall be suspended during this attack, emergency, crisis, and/or disaster, however, the Board and the entities listed above, officers and employees thereof are encouraged to take such action as is practical and appropriate to meet those deadlines. Failure to meet any such deadlines shall not constitute a default, violation, approval, recommendation, or otherwise; and
- (11) Each incorporated town within the boundaries of Prince William County, Virginia is encouraged, authorized, and/or directed to declare its own state of local emergency or disaster or incorporate by reference the County's declaration of local emergency and disaster and to adopt an ordinance for the continuity of town government; and
- (12) During the continuance of the attack, crisis, disaster, and/or emergency, the Board and the entities listed above may alter meeting schedules as needed to protect the safety and health of the members of the entity, staff, and members of the public; and

- (13) Agenda items that are scheduled to be heard by the Board or the entities listed above that are not deemed necessary for operation of the government during the duration of the attack, crisis, disaster, and/or emergency shall be deemed continued for the duration of the Declaration of Local Emergency not to exceed six (6) months, if the Board or the entities listed above do not take action on the agenda item during the referenced timeframe. This may include those agenda items for which federal, State, or County law, ordinance, or regulation requires an affirmative action to be taken within a statutorily-mandated timeframe and the failure to act can be deemed an approval; and
- (14) Any land use matter which is not acted upon by the Board or Planning Commission during the attack, disaster, crisis, and/or emergency shall be continued for the duration of the attack, disaster, crisis, and/or emergency, including, but not limited to, any matter which is subject to a federal, State, or County time requirement and is or may be deemed approved if not acted upon in a certain time period; and
- (15) Any policy, process, procedure, or matter which requires the physical presence of the public in a County building which the County Executive has declared or in the future declares to be closed to the public, is suspended; and
- (16) Any policies or procedures previously adopted by the Board are suspended to the extent they are inconsistent with this Ordinance, including, but not limited to, the Board's Rules of Procedure.

Division 3 - Operations

Sec. 2-207.- Delegation of authority provisions.

When the Board finds there is an enemy attack or disaster such that this Ordinance shall be invoked by resolution, the following delegation provisions, in consultation with, and approved as to form by the County Attorney's Office, shall apply and the County Executive will provide advance written and/or verbal notice to the Board members whenever possible under the circumstances of his intent to take such action(s):

- (1) The County Executive is authorized to apply for any federal or State funding, reimbursement, or aid related to the attack, crisis, disaster, and/or emergency and its impacts on the County, and its businesses and residents; and
- (2) Consistent with a Declaration of Local Emergency, State of Emergency Declaration by the Governor of Virginia, and Sections 15.2-1413 and 44-146.13, *et. seq.*, of the Code of Virginia, the County Executive in his role as the local Director of Emergency Management may proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to performance of public work, including, but not limited to, altering schedules, providing programming, paying bills, engaging contractors, hiring employees, and taking any other steps necessary to react to the attack, emergency, crisis, and/or disaster to operate government effectively in the name of

the governing body, take steps to address the disaster, and adjust processes and procedures;
and

- (3) The County Executive is authorized to advertise any public hearing without prior Board authorization to do so; and
- (4) The County Executive is authorized to approve the preliminary and final design and/or plans for any capital project (i) which is in the then-current, approved capital improvement program, or (ii) when the Board has budgeted and appropriated sufficient funds; including, but not limited to, transportation, parks and recreation, and the animal shelter; and
- (5) The County Executive is authorized to apply for any federal, State, and/or Northern Virginia Transportation Authority (NVTA) funding for any capital project (i) which is in the then-current, approved capital improvement program, or (ii) when the Board has previously approved and authorized an application for funding for the same or substantially similar project; however, this delegation is subject to Board acceptance, approval, budget, and appropriation of any funding; and
- (6) To the extent allowed by law, the County Executive is authorized to grant and execute a license, right-of-entry, temporary construction easement, and/or permanent utility easement on County-owned property which he determines is necessary for any (i) County capital project, (ii) economic development project, or (iii) VDOT project; and
- (7) To the extent allowed by law and with the Chair's written agreement (which includes email), the County Executive is authorized to execute, on the Board's behalf, any document which the Board has previously approved and (i) authorized the Chair to execute, or (ii) not designated a specific individual to execute; and
- (8) To the extent allowed by law, the County Executive and Finance Director are authorized to apply for, participate in, and execute any document(s) related to any bond issuance which (i) the Board has previously approved, or (ii) is for a capital project in the then-current, approved capital improvement program; and
- (9) The Clerk to the Board is authorized to advertise any public hearing in any newspaper and under any terms as the Clerk to the Board deems in the best interest of the County to meet any federal, State, and/or County notice requirements; and
- (10) The County Executive, the County Attorney, or their designees, are authorized to act reasonably in the public interest to alter schedules, provide programming, pay bills, engage contractors, hire employees, and take any other steps necessary to react to the attack, disaster, crisis, and/or emergency and operate government effectively in the name of the governing body, take steps to address the attack, disaster, crisis, and/or emergency, and adjust processes and procedures in keeping with Centers for Disease Control (CDC) and Virginia Department of Health regulations and guidance, consistent with a declaration of local emergency, a State of Emergency Declaration by the Governor of Virginia, and this Ordinance; and

- (11)The Board confirms the County Executive’s existing authority to waive, suspend, or modify the Personnel Policy, including, but not limited to, policies for additional compensation during emergency situations, when the County Executive deems it is in the best interest of the County to do so, in compliance with applicable federal and State laws and regulations; and
- (12)The Board authorizes the County Executive to set, extend or otherwise modify performance deadlines on economic development projects already contained in performance agreements, and unless the development agreement is part of the sale of County-owned property which would require a public hearing, the Board delegates to and authorizes the County Executive to approve development agreements; and
- (13)The Board authorizes the County Executive to enter into leases, except for those leases which require a public hearing; and
- (14)Except for those grants which require specific approval of the Board, the Board authorizes the County Executive to sign and accept grants on behalf of the Board when deemed essential to the management of the County during a State and/or Local Declaration of Emergency and that delaying the submission would create negative impacts on the County; and
- (15)The Board amends the authority granted to the County Executive in Resolution No. 08-580 from \$500,000 to \$3.5 million for purposes of acquiring needed right-of-way and easements for transportation projects.

Sec. 2-208.- Resumption of normal government authority and operations.

After this Ordinance is invoked by the Board by resolution, the provisions of this Ordinance shall remain in effect for a period not exceeding six months unless the Board acts earlier to stop exercising the authority under this Ordinance. Upon Board action or the expiration of six months from the invocation of the provisions of this Ordinance, the matters referenced therein shall resume operation in accordance with normal practices and procedures.

MOTION: BODDYE
SECOND: VEGA
RE: ADJOURN MEETING
ACTION: APPROVED

April 28, 2020
Regular Meeting
Res. No. 20-341

WHEREAS, the Prince William Board of County Supervisors has completed all items on the agenda for April 28, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby adjourns the meeting of April 28, 2020 at 11:24 P.M.

Votes:


Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST:



Clerk to the Board