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MOTION:

April 5, 2022
Regular Meeting
Res. No. 22-

SECOND:

RE: APPROVE PURCHASE AGREEMENTS FOR 12254 AND 12320 BRISTOW ROAD AND 12504 IZAAK WALTON DRIVE IN BRISTOW, VIRGINIA, IDENTIFIED AS GPIN 7693-85-4141, 7693-84-3190, AND 7693-85-5009 RESPECTIVELY, AND TRANSFER, BUDGET, AND APPROPRIATE \$350,000 FROM THE CAPITAL RESERVE FOR STABILIZATION REPAIRS AND RESTORATION DESIGN FOR THE HISTORIC WILLIAMS-DAWES HOUSE - BRENTSVILLE MAGISTERIAL DISTRICT

ACTION:

WHEREAS, 12254 and 12320 Bristow Road properties in Bristow, Virginia, across from street from the Brentsville Courthouse Historic Centre, are listed for sale and both parcels total 5.61 acres; and

WHEREAS, the 12320 Bristow Road parcel (7693-84-3190) contains the Williams-Dawes House (the House), which was built in 1822 and stands as the oldest structure in Brentsville, in addition to being listed on the National Register of Historic Places, the Virginia Landmarks Register, and the County Register of Historic Sites; and

WHEREAS, this parcel is bifurcated by another parcel; and

WHEREAS, on December 1, 2021, the seller signed a Letter of Intent to sell 12254 and 12320 Bristow Road together for \$355,000; and

WHEREAS, the seller later agreed to subdivide and sell approximately 0.184 additional acres from 12504 Izaak Walton Drive (7693-85-5009) for \$10,000 to make the 12320 Bristow Road parcel contiguous; and

WHEREAS, the property owner and staff negotiated an agreement to acquire all three (3) properties for \$365,000 and staff estimate closing costs to cost \$15,000; and

WHEREAS, on November 5, 2019, voters approved a ballot question, authorized via Resolution Number (Res. No.) 19-348, to sell \$20,000,000 in General Obligation bonds for "*Countywide Trails, Open Space, and Accessibility Projects*," which will fund the purchase; and

WHEREAS, there is \$1,000,000 budgeted and appropriated in Fiscal Year (FY) 2022 for Trails, Open Space, and Accessibility projects in account #22C13001; and

WHEREAS, the acquisitions will expand the County's open space inventory, preserve another portion of the former Town of Brentsville, the fourth seat of Prince William County, and expand the Courthouse Historic Centre, a county-owned tourism site with 40,000 visitors per year; and

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WHEREAS, the acquisitions will align with Objective RE-3C of the Resilient Economy Goal in the 2021-24 Strategic Plan: *Create and invest in diverse, equitable and inclusive cultural, arts, and historic preservation initiatives that preserve and enrich the culture/history/heritage of Prince William County*, Objective SG-4C of the Sustainable Growth Goal in the 2021-24 Strategic Plan: *Prioritize the continued preservation of historic buildings, cemeteries, communities, and districts to preserve the cultural history of the county*, NCR 1.10 of the Parks, Recreation, and Tourism Chapter of the Comprehensive Plan: *Continue to acquire, restore, and maintain historic and pre-historic sites, structures, and land*, PK 1.1 of the Parks, Recreation, and Tourism Chapter of the Comprehensive Plan: *Actively seek to acquire fee simple interest in property or easements – through land dedication, purchases, grants, and donations – that is suitable for creating new parks or expanding the boundaries of existing parks; and*

WHEREAS, upon completion of the property acquisitions, staff will stabilize the House, which will entail chimney repair, roof repair, mold remediation, tree removal, and other required interventions, for \$100,000; and

WHEREAS, next, staff will hire a design firm to develop a restoration plan for the House to preserve its historic integrity at a cost of \$250,000; and

WHEREAS, the Prince William Board of County Supervisors (Board) desires to use funds from the Capital Reserve to allow for the stabilization and restoration of the House; and

WHEREAS, once the design is complete, staff will seek additional funding through the Capital Improvement Program (CIP) for the restoration work itself, the amount of which will be based on a professional cost estimate; and

WHEREAS, if CIP funds are not available for the restoration, staff may conduct additional stabilization work, as necessary, utilizing Building and Facility Program or Capital Maintenance funds until other resources are secured; and

WHEREAS, upon completion of the restoration of the House, staff intends to offer programming at the site for historic preservation and special event purposes as part of the larger Brentsville Courthouse Historic Centre, which will require additional operating funds; and

WHEREAS, the Capital Reserve balance as of June 30, 2021, is approximately \$61,700,000; and

WHEREAS, the annual cost of property maintenance will be \$50,000 and will be proposed for addition to the FY 2023 Operating Budget at Budget Recap on April 12, 2022;

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NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves staff to execute purchase agreements for 12254 and 12320 Bristow Road and 12504 Izaak Walton Drive in Bristow, Virginia, identified as GPIN 7693-85-4141, 7693-84-3190, and 7693-85-5009 respectively, and transfer, budget, and appropriate \$350,000 from the Capital Reserve for stabilization repairs and restoration design for the historic Williams-Dawes House;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Parks, Recreation, and Tourism to execute the attached purchase agreements, and such other documents as are necessary to affect the intent of this resolution and approved as to form by the County Attorney's Office, including plats and deeds of conveyance, consolidation, boundary adjustment, or subdivision, and disclosures such as the Residential Property Disclosure and Disclosure of Lead Based Paint.

ATTACHMENT: Purchase Agreements

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

ATTEST: _____

Clerk to the Board

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY** (hereinafter referred to as “County” or “Grantee”) and **MERLE SHELTON MACHEN AND GILL GILL KEITH MACHEN** (hereinafter referred to as “Grantor”).

W I T N E S S E T H

WHEREAS, the Board of County Supervisors has determined that the former Town of Bristow, the fourth county seat of Prince William County, has significant historical value for Prince William County and desires to preserve such history in perpetuity; and

WHEREAS, the properties located at 12254 and 12320 Bristow Road, Bristow, Virginia, identified as GPIN 7693-85-4141 and 7693-84-3190, respectively, in the Brentsville Magisterial District, (collectively the “William Dawes Property”), fall within the boundaries of the former Town of Bristow; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings expressed here, Grantor agrees to convey and the County agrees to acquire certain hereinafter described property, all in accordance with the terms and conditions set forth herein.

1. **PROPERTY:** The William Dawes Property, which is the subject of this Agreement, consists of approximately 5.61 acres acquired by the Grantor pursuant to the Last Will and Testament of Betty Anne Machen recorded as Instrument No. 201501120002384 among the land records of Prince William County, and is located in the Brentsville Magisterial District of Prince William County.

2. **COMPENSATION:** The compensation for the William Dawes Property shall be Three Hundred and Fifty-Five Thousand Dollars (\$355,000.00) to be paid in cash or equivalent, upon final settlement and recordation of the deed.

3. **OTHER CONDITIONS OF PURCHASE:**

a. Upon execution of this Agreement by both parties, Grantor hereby agrees that the County, its agents and employees may enter the William Dawes Property to conduct tests, surveys and any other operations deemed necessary by the County.

b. The Grantor shall supply to the County within five (5) days of execution of this Agreement results of structural tests, architectural drawings, engineering tests, soil borings, and other documents in their possession or under their control related to the engineering, soil, water, and topographic conditions of the William Dawes Property.

c. The Grantor covenants to the best of their knowledge or belief that no toxic or hazardous waste or materials or substances are located or have been deposited on the William Dawes Property. In the event that it is determined that such conditions exist, the County may terminate or rescind this Agreement without further obligation. Upon execution of this Agreement by both parties, the County or its agents shall have the right to enter the property to conduct such environmental site evaluations or other studies as the County deems appropriate.

4. **DEED:** Grantor shall convey the William Dawes Property by Special Warranty deed. Title to the subject property shall be good and marketable, free and clear of liens, claims, encumbrances, easements, covenants and leases of any kind. Marketability of title is defined as good of record and fact, insurable subject only to standard exceptions of title by a title insurance company authorized to transact business in the Commonwealth of Virginia. If title is not as aforesaid, the County may, but is not obligated to, take the property subject to the defect or Grantor shall have a reasonable period of time in which Grantor shall be obligated to clear such defect, at Grantor's cost, such time not to exceed six (6) weeks, unless agreed upon in writing by the parties, and in such event the settlement date shall be continued until the defect is cleared or six (6) weeks have elapsed, whichever occurs first. Grantor specifically authorizes the settlement attorney to discharge any valid monetary liens against the property from the proceeds due to the Grantor.

5. **GRANTOR'S SETTLEMENT CHARGES:** Seller shall pay for the following items at the time of settlement: (a) All transfer taxes, recordation fees, and clerk's fee for recording the deed; (b) Cost of preparation of the deed; (c) Grantor's attorney's fees; and (d) One half (50%) of a reasonable settlement fee charged by the settlement agent.

6. **COUNTY'S SETTLEMENT CHARGES:** County shall pay for the following items at the time of settlement: (a) Examination of title, if applicable; (b) Title commitment fee and title insurance premium, if applicable; (c) Grantee's attorney's fees; and (d) One half (50%) of a reasonable settlement fee charged by the settlement agent.

7. **ADJUSTMENTS AND POSSESSION:** All taxes are to be adjusted as of the date of settlement. Possession shall be given to the County at settlement.

8. **SETTLEMENT:** Settlement shall be made at the office of William E. Evans, the County's settlement agent, at 10575 Crestwood Drive, Manassas, Virginia by ~~March 31, 2022.~~ ^{April 8, 2022.} *W.E.E.*

9. **ENTIRE AGREEMENT:** This Agreement, when executed by the parties, contains the final and entire agreement between them. No parties shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. *SMW*

WITNESS the following signatures and seals:

Merle S. Machen

MERLE SHELTON MACHEN

Gill Keith Machen

GILL KEITH MACHEN

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that MERLE SHELTON MACHEN AND GILL KEITH MACHEN whose names are signed to the foregoing Agreement, appeared and acknowledged the same before me this 27 day of January, 2022.

Lucia V. Paschalides

NOTARY PUBLIC

My Commission expires: Feb 28, 2025

Notary Registration No.: _____

LUCIA V. PASCHALIDES
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2025
COMMISSION # 7238354

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

BY: _____
SETH HENDLER-VOSS
Department of Parks, Recreation, and Tourism
Director, its authorized agent
pursuant to Board of County Supervisors
Resolution No. _____

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that SETH HENDLER-VOSS,
Department of Parks, Recreation, and Tourism Director and authorized agent of the Board of
County Supervisors of Prince William County, Virginia, whose name is signed to the foregoing
Agreement, appeared and acknowledged the same before me this ____ day of
_____, 2022.

NOTARY PUBLIC

My Commission expires: _____

Notary Registration No.: _____

APPROVED AS TO FORM
COUNTY ATTORNEY

(Assistant) County Attorney

Date

✶

AGREEMENT

THIS AGREEMENT, made this 27 day of JANUARY, 2022, by and between the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY** (hereinafter referred to as "County" or "Grantee") and **MERLE SHELTON MACHEN AND GILL KEITH MACHEN** hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, the Board of County Supervisors has determined that the former Town of Bristow, the fourth county seat of Prince William County, has significant historical value for Prince William County and desires to preserve such history in perpetuity; and

WHEREAS, the property located at 12504 Izaak Walton Drive, Bristow, Virginia, identified as GPIN 7693-85-5009 in the Brentsville Magisterial District, falls within the boundaries of the former Town of Bristow; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings expressed here, Grantor agrees to convey and the County agrees to acquire certain hereinafter described property, all in accordance with the terms and conditions set forth herein.

1. **PROPERTY:** The Property, which is the subject of this Agreement, consists of approximately 0.184 acres, which is a portion of that 23.32 acres of land with an address of 12504 Izaak Walton Drive, which was acquired by the Grantor pursuant to the Last Will and Testament of Betty Anne Machen recorded as Instrument No. 201501120002384 among the land records of Prince William County, and is located in the Brentsville Magisterial District of Prince William County. The Property is located between properties located at 12254 and 12320 Bristow Road and is more particularly described in the attached Exhibit A as the rectangular area enclosed by a yellow line and labeled as "Approx limits of subdivision: 0.184+/- acres".

2. **COMPENSATION:** The compensation for the Property shall be Ten Thousand Dollars (\$10,000.00) to be paid in cash or equivalent, upon final settlement and recordation of the deed.

3. **OTHER CONDITIONS OF PURCHASE:**

a. Upon execution of this Agreement by both parties, Grantor hereby agrees that the County, its agents and employees may enter the Property to conduct tests, surveys and any other operations deemed necessary by the County.

b. The Grantor shall supply to the County within five (5) days of execution of this Agreement results of structural tests, architectural drawings, engineering tests, soil borings, and other documents in their possession or under their control related to the engineering, soil, water, and topographic conditions of the Property.

c. The Grantor covenants to the best of their knowledge or belief that no toxic or hazardous waste or materials or substances are located or have been deposited on the Property. In the event that it is determined that such conditions exist, the County may terminate or rescind this Agreement without further obligation. Upon execution of this Agreement by both parties, the County or its agents shall have the right to enter the property to conduct such environmental site evaluations or other studies as the County deems appropriate.

4. **SUBDIVISION AND DEED:** Upon execution of this Agreement, the County shall, at its expense, prepare and file a subdivision plat, boundary adjustment plat, or lot consolidation plat for the Property on behalf of the Grantor within sixty (60) days. The purpose of such plat will be to show the specific metes and bounds of the Property so that the Property can be conveyed to the County and, at the County's option, consolidated with other property being conveyed by the Grantor to the County. Upon approval of the plat, the Grantor shall convey the Property to the County by Special Warranty deed. Title to the Property shall be good and marketable, free and clear of liens, claims, encumbrances, easements, covenants and leases of any kind. Marketability of title is defined as good of record and fact, insurable subject only to standard exceptions of title by a title insurance company authorized to transact business in the Commonwealth of Virginia. If title is not as aforesaid, the County may, but is not obligated to, take the property subject to the defect or Grantor shall have a reasonable period of time in which Grantor shall be obligated to clear such defect, at Grantor's cost, such time not to exceed six (6)

weeks, unless agreed upon in writing by the parties, and in such event the settlement date shall be continued until the defect is cleared or six (6) weeks have elapsed, whichever occurs first. Grantor specifically authorizes the settlement attorney to discharge any valid monetary liens against the Property from the proceeds due to the Grantor.

5. **GRANTOR'S SETTLEMENT CHARGES:** Seller shall pay for the following items at the time of settlement: (a) All transfer taxes, recordation fees, and clerk's fee for recording the deed; (b) Cost of preparation of the deed; (c) Grantor's attorney's fees; and (d) One half (50%) of a reasonable settlement fee charged by the settlement agent.

6. **COUNTY'S SETTLEMENT CHARGES:** County shall pay for the following items at the time of settlement: (a) Examination of title, if applicable; (b) Title commitment fee and title insurance premium, if applicable; (c) Grantee's attorney's fees; and (d) One half (50%) of a reasonable settlement fee charged by the settlement agent.

7. **ADJUSTMENTS AND POSSESSION:** All taxes are to be adjusted as of the date of settlement. Possession shall be given to the County at settlement.

8. **SETTLEMENT:** Settlement shall be made at the office of William E. Evans, the County's settlement agent, at 10575 Crestwood Drive, Manassas, Virginia by May 31, 2022.

9. **ENTIRE AGREEMENT:** This Agreement, when executed by the parties, contains the final and entire agreement between them. No parties shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

WITNESS the following signatures and seals:

Merle S. Machen

 MERLE SHELTON MACHEN

Gill Keith Machen

 GILL KEITH MACHEN

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that MERLE SHELTON MACHEN AND GILL KEITH MACHEN whose names are signed to the foregoing Agreement, appeared and acknowledged the same before me this 21 day of January, 2022.

Lucia V. Paschalides

 NOTARY PUBLIC

My Commission expires: Feb. 28, 2025

Notary Registration No.: _____

<p>LUCIA V. PASCHALIDES NOTARY PUBLIC COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES FEB. 28, 2025 COMMISSION # 7238354</p>
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BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

BY: _____
SETH HENDLER-VOSS
Department of Parks, Recreation, and Tourism
Director, its authorized agent
pursuant to Board of County Supervisors
Resolution No. _____

COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that SETH HENDLER-VOSS,
Department of Parks, Recreation, and Tourism Director and authorized agent of the Board of
County Supervisors of Prince William County, Virginia, whose name is signed to the foregoing
Agreement, appeared and acknowledged the same before me this ____ day of
_____, 2022.

NOTARY PUBLIC

My Commission expires: _____

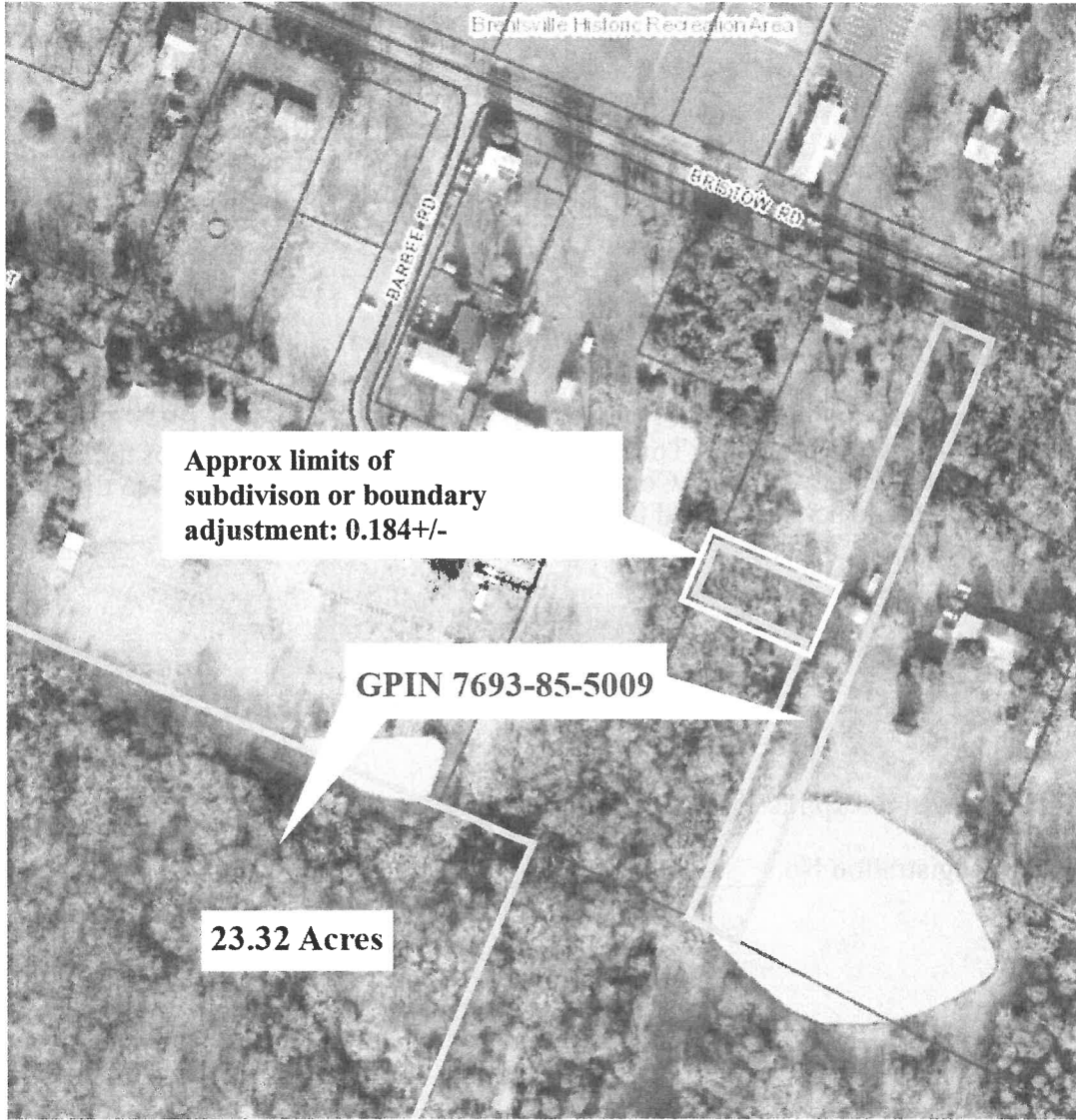
Notary Registration No.: _____

APPROVED AS TO FORM
COUNTY ATTORNEY

(Assistant) County Attorney

Date

Exhibit A





STAFF REPORT

Board Meeting Date:	April 5, 2022
Agenda Title:	Approve Purchase Agreements for 12254 and 12320 Bristow Road and 12504 Izaak Walton Drive in Bristow, Virginia, Identified as GPIN 7693-85-4141, 7693-84-3190, and 7693-85-5009 respectively, and Transfer, Budget, and Appropriate \$350,000 from the Capital Reserve for Stabilization Repairs and Restoration Design for the Historic Williams-Dawes House
District Impact:	Brentsville Magisterial District
Requested Action:	Approve the Purchase Agreements and transfer, budget, and appropriate \$350,000 from the Capital Reserve.
Department / Agency Lead:	Department of Parks, Recreation, and Tourism
Staff Lead:	Seth Hendler-Voss, Director

EXECUTIVE SUMMARY

Staff is seeking approval of the purchase agreements for 12254 and 12320 Bristow Road and 12504 Izaak Walton Drive in Bristow, Virginia, for open space expansion and historical preservation purposes, utilizing 2019 Park Bond funds (award number CBD22006). Furthermore, staff is seeking the use of Capital Reserve for stabilization of the Historic Williams-Dawes house at 12320 Bristow Road and restoration design.

Staff recommends that the Prince William Board of County Supervisors (Board) approve the purchase agreements for 12254 and 12320 Bristow Road and 12504 Izaak Walton Drive in Bristow, Virginia, identified as GPIN 7693-85-4141, 7693-84-3190, and 7693-85-5009 respectively, and transfer, budget, and appropriate \$350,000 from the Capital Reserve for stabilization repairs and restoration design for the historic Williams-Dawes House.

BACKGROUND

Staff has explored the acquisition of 12254 and 12320 Bristow Road in Bristow, Virginia, across the street from the Brentsville Courthouse Historic Centre. Both parcels are listed for sale together and total 5.61 acres.

The 12320 Bristow Road parcel (7693-84-3190) contains the Williams-Dawes House (the House), which was built in 1822 and stands as the oldest structure in Brentsville, in addition to being listed on the National Register of Historic Places, the Virginia Landmarks Register, and the County Register of Historic Sites. This parcel is bifurcated by another parcel.

On December 1, 2021, the seller signed a Letter of Intent to sell 12254 and 12320 Bristow Road together for \$355,000. The seller later agreed to subdivide and sell approximately 0.184 additional acres from 12504 Izaak Walton Drive (7693-85-5009) for \$10,000 to make the 12320 Bristow Road parcel contiguous. Staff estimates closing costs will be \$15,000. Therefore, the total cost to acquire the property, including closing costs, is \$380,000. The funding source is the 2019 Parks Bond funding for open space acquisition (award number CBD22006), approved by voters on November 5, 2019.

Upon completion of the acquisitions, staff will stabilize the House, which will entail chimney repair, roof repair, mold remediation, tree removal, and other required interventions at a cost of \$100,000. Next, staff will hire a design firm to develop a restoration plan for the House to preserve its historic integrity at a cost of \$250,000. Once the design work is complete, staff will seek additional funding through the Capital Improvement Program (CIP) for the restoration work itself, the amount of which will be based on a professional cost estimate, and operating costs. If CIP funds are not available for the restoration, staff may conduct additional stabilization work, as necessary, utilizing Building and Facility Program or Capital Maintenance funds until other resources are secured. Upon completion of the restoration, staff intends to offer programming at the site for historic preservation and special event purposes as part of the larger Brentsville Courthouse Historic Centre, which will require operating funds.

STAFF RECOMMENDATION

Staff recommends that the Board approve the purchase agreements for 12254 and 12320 Bristow Road and 12504 Izaak Walton Drive in Bristow, Virginia, identified as GPIN 7693-85-4141, 7693-84-3190, and 7693-85-5009 respectively, and transfer, budget, and appropriate \$350,000 from the Capital Reserve for stabilization repairs and restoration design for the historic Williams-Dawes House.

Service Level / Policy Impact

The property acquisitions will expand the County's open space inventory, preserve another portion of the former Town of Brentsville, the fourth seat of Prince William County, as well as expand the Courthouse Historic Centre, a county-owned tourism site with 40,000 visitors per year. The purchases align with

- Objective RE-3C of the Resilient Economy Goal in the 2021-24 Strategic Plan: *Create and invest in diverse, equitable and inclusive cultural, arts, and historic preservation initiatives that preserve and enrich the culture/history/heritage of Prince William County.*

- Objective SG-4C of the Sustainable Growth Goal in the 2021-24 Strategic Plan: *Prioritize the continued preservation of historic buildings, cemeteries, communities, and districts to preserve the cultural history of the county.*
- NCR 1.10 of the Parks, Recreation, and Tourism Chapter of the Comprehensive Plan: *Continue to acquire, restore, and maintain historic and pre-historic sites, structures, and land.*
- PK 1.1 of the Parks, Recreation, and Tourism Chapter of the Comprehensive Plan: *Actively seek to acquire fee simple interest in property or easements – through land dedication, purchases, grants, and donations – that is suitable for creating new parks or expanding the boundaries of existing parks.*

Fiscal Impact

The acquisitions, which will convert the properties to tax-exempt status, will result in a reduction of residential tax collection. The tax assessed value of 12254 and 12320 Bristow Road was \$362,000 in Tax Year 2022. \$1,000,000 in 2019 Park Bond acquisition funding was budgeted and appropriated in Fiscal Year (FY) 2022 for Trails, Open Space, and Accessibility projects in account #22C13001, which represents a portion of the \$20,000,000 approved bond funding for trails, open space, and accessibility projects. The land acquisitions will reduce the account balance by \$380,000. Property maintenance will cost \$50,000 annually and will be proposed for addition to the FY 2023 Operating Budget at Budget Recap on April 12, 2022. The unaudited Capital Reserve Fund (1202) balance on June 30, 2021 is approximately \$61,700,000. In FY 2022 the Board has committed to use \$7,800,000 of the Capital Reserve and another \$10,000,000 is proposed to be used as part of the FY 2023 Proposed Budget. The stabilization and restoration design work will further reduce the balance by \$350,000. This will leave a projected balance of \$43,550,000 in the Capital Reserve Fund (1202). A new CIP project will be requested for the restoration work and operating costs after the design is completed and an engineering estimate is developed.

Legal Impact

The Board has the legal authority to acquire property for public purposes and budget and appropriate funds.

STAFF CONTACT INFORMATION

Seth Hendler-Voss | (703) 792-4284
ShendlerVoss@pwcgov.org