FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 30, 2025

AGENDA

9:30	**Done**	Presentations
9:30	**Done**	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00	**Done**	Matters Presented by Board Members
10:30	**Approved**	Public Hearing on the County and Schools' FY 2025 Carryover Review to Amend the Appropriation Level in the FY 2026 Revised Budget Plan
10:30	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA-84-P-105-04, Flint Hill School (Providence District)
2	**Approved**	Extension of Review Period for 2232 Application for the Renovation and Expansion of Willow Springs Elementary School (Springfield District)
3	**Approved**	Approval of Streets into the Secondary System – North Hill Multi-Family (Dart Drive) (Mount Vernon District)
4	**Approved**	Approval of Streets into the Secondary System – Oak Hill Cove (Sully District)
5	**Approved**	Approval to Amend the Memorandum of Understanding Between Fairfax County and the Tysons Community Alliance (Providence and Hunter Mill Districts)
6	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Richmond Highway Bus Rapid Transit Project 2G40-162-004 (Franconia and Mount Vernon Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 30, 2025

	ADMINISTRATIVE ITEMS (continued)	
7	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Edison Residential Permit Parking District, District 50 (Franconia District)
8	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bath Street (Franconia District)
9	**Approved**	Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Arley Drive (Springfield District)
10	**Approved**	Approval of a Resolution Endorsing Projects Being Submitted to the Northern Virginia Transportation Authority for Fiscal Year 2026 to Fiscal Year 2031 Regional Funding (Franconia and Mount Vernon Districts)
11	**Approved**	Supplemental Appropriation Resolution AS 26089 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Department for Aging and Rehabilitative Services to Pass Through Funding to Washington Area Villages Exchange for the Virginia Villages Aging Well in Community Pilot Project
12	**Approved**	Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Rolling Road (Springfield District)
	ACTION ITEMS	
1	**Approved**	Presentation of the Delinquent Tax List for Tax Year 2024 (FY 2025)
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Deferred to 10/14/2025 at 3:30p.m.**	Public Hearing on PCA 2016-HM-035-03/CDPA 2016-HM-035-03 (RZPA 2024-HM-00052) (Comstock Reston Station Holdings, LC) (Hunter Mill District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 30, 2025

	PUBLIC HEARINGS (continued)	
4:00	**Approved**	Public Hearing to Expand Parking Restrictions on Boone Boulevard (Providence District)
4:00	**Approved**	Public Hearing to Lease County-Owned Property at 9517 Workhouse Way to DrinkLocal LLC (Mount Vernon District)
4:00	**Approved**	Public Hearing to Convey Certain Land Rights in Board-Owned Property to the City of Fairfax for the Blenheim Boulevard Multimodal Improvements Project
4:00	**Held**	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
September 30, 2025

9:30 a.m.

PRESENTATIONS

RESOLUTION — To recognize Joseph Heastie for his 20 years of dedicated service on the Commission on Aging and for decades of service and advocacy for the community. Requested by Chairman McKay and Supervisor Palchik.

PROCLAMATION — To designate September 2025 as National Preparedness Month in Fairfax County. Requested by Chairman McKay and Supervisor Lusk.

PROCLAMATION — To designate October 5 – 11, 2025, as Fire Prevention Week in Fairfax County. Requested by Chairman McKay and Supervisor Lusk

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

Board Agenda Item
September 30, 2025

9:30 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard September 30, 2025

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD SEPTEMER 30, 2025
(ENCOMPASSING VACANCIES PROJECTED THROUGH SEPTEMBER 30, 2025)
(Unless otherwise noted, members are eligible for reappointment)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Clifford L. Fields; appointed 2/09-1/20 by Bulova) Term exp. 1/21 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 2/24 by Bierman) Term exp. 1/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Philip Rosenthal; appointed 1/92-1/25 by Herrity) Term exp. 1/26 *Deceased*	Springfield District Representative		Herrity	Springfield

ADVISORY SOCIAL SERVICES BOARD
(4-year terms – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jessica DuBois (Appointed 5/24 by Walkinshaw) Term exp. 9/25	Braddock District Representative		VACANT	Braddock
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Marcia McDevitt (Appointed 7/24 by Alcorn) Term exp. 9/25	Hunter Mill District Representative	**Marcia McDevitt**	Alcorn	Hunter Mill
M. Laura Martinez (Appointed 7/21 by Palchik) Term exp. 9/25	Providence District Representative		Palchik	Providence

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
Jeremy Allen (Appointed 6/23 by Gross) Term exp. 6/25	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Keary Kincannon; appointed 6/23 by Storck) Term exp. 6/25 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Boggio (Appointed 5/22 by McKay) Term exp. 10/23	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

ARCHITECTURAL REVIEW BOARD (3-year terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
Stephen Kulinski (Appointed 12/18-9/22 by Storck) Term exp. 9/25	Architect #1 Representative	**Stephen Kulinski** (Storck)	By Any Supervisor	At-Large
John A. Burns (Appointed 10/16-9/22 by Storck) Term exp. 9/25	Architect #2 Representative	**John A. Burns** (Storck)	By Any Supervisor	At-Large
Jason Zellman (Appointed 5/18-12/22 by Herrity) Term exp. 9/25	Attorney Representative		By Any Supervisor	At-Large
Joseph Plumpe (Appointed 12-16-9/22 by Smith) Term exp. 9/25	Landscape Architect Representative	**Joseph Plumpe** (Smith)	By Any Supervisor	At-Large
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali A. Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative		Bierman	Dranesville
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
VACANT (Formerly held by Lisa Mickey; appointed 5/21-5/23 by Lusk) Term exp. 4/27 *Resigned*	Franconia District Principal Representative	**William Bright**	Lusk	Franconia
VACANT (Formerly held by William Bright; appointed 1/20-3/22 by Lusk) Term exp. 4/26 *Resigned*	Franconia District Alternate Representative		Lusk	Franconia
VACANT (Formerly held by Thomas Fitzpatrick; appointed 3/24 by Storck) Term exp. 3/25 *Resigned*	Mount Vernon District Alternate Representative		Storck	Mount Vernon

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ATHLETIC COUNCIL (2-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Kelly Ego-Osuala (Appointed 10/23 by Palchik) Term exp. 9/25	Providence District Principal Representative	**Kelly Ego-Osuala**	Palchik	Providence
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ken Balbuena; appointed 7/20-8/22 by McKay) Term exp. 6/23 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/21 *Resigned*	Dranesville District Representative		Bierman	Dranesville

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BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Nancy Hall; appointed 6/24 by Jimenez) Term exp. 6/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Diana Maria Rhodes; appointed 7/23-6/24 by Smith) Term exp. 6/25 *Resigned*	Sully District Representative		Smith	Sully

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Amado Fernandez; appointed 6/16-2/23 by Smith) Term exp. 2/27 *Resigned*	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael Sanio; appointed 2/23 by Alcorn) Term exp. 2/27 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 *Resigned*	Design Professional #5 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Robert Mansker; appointed 9/06-10/22 by Gross) Term exp. 12/24 *Resigned*	At-Large #3 Representative		By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Gerald Padmore; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maryam Ovissi; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2-year terms - limited to 3 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anna Fay Dixon; appointed 12/21-9/24 by Lusk) Term exp. 9/26 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
Greg Dercach (Appointed 1/22 by Gross; 1/24 by Jimenez) Term exp. 9/25	At-Large #3 Representative		By Any Supervisor	At-Large
Debbie Kilpatrick (Appointed 2/20-9/23 by McKay) Term exp. 9/25	At-Large #4 Representative	**Debbie Kilpatrick** (McKay)	By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anne Kanter; appointed 9/11-10/18 by Bulova) Term exp. 9/23 *Resigned*	At-Large #1 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by David W. Schnare; appointed 11/10-9/23 by Herrity) Term exp. 9/27 *Resigned*	Springfield District Representative		Herrity	Springfield

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Evelyn Evans (Appointed 1-23-10/23 by Lusk) Term exp. 9/25	Franconia District Representative		Lusk	Franconia
Thomas Fitzpatrick (Appointed 12/24 by Storck) Term exp. 9/25	Mount Vernon District Representative		Storck	Mount Vernon
Mercedes Dash (Appointed 1/20-10/23 by Palchik) Term exp. 9/25	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Sangeeta Sarkar; appointed 2/24-2/25 by Smith) Term exp. 2/27 *Resigned*	Sully District Representative		Smith	Sully

CIVIL SERVICE COMMISSION (2-year terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Deborah Woolen; appointed 12/20-9/23 by Lusk) Term exp. 12/24 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/20-12/21 by McKay) Term exp. 12/23	At-Large #4 Representative		By Any Supervisor	At-Large
Thomas Garnett (Appointed 1/20-3/22 by Lusk) Term exp. 12/23	At-Large #6 Representative		By Any Supervisor	At-Large
Patrick Morrison (Appointed 2/20-11/21 by McKay) Term exp. 12/23	At-Large #7 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Dana Hines; appointed 5/24 by McKay) Term exp. 10/27 *Resigned*	At-Large Minority Representative	**Kimberly Pollard** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Sabrina Rose-Smith; appointed 1/23 by Jimenez) Term exp. 10/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Maria Villareal; appointed 3/24 by Storck) Term exp. 10/25 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Pamela Montesinos; appointed 10/22 by Smith) Term exp. 10/25 *Resigned*	Sully District Representative		Smith	Sully

CONFIRMATION NEEDED:

- Ms. Ayla Zhang as the Student Representative

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Philip Rosenthal; appointed 1/01-3/24 by Herrity) Term exp. 2/27 *Deceased*	Springfield District Representative		Herrity	Springfield
Kevin Hickerson (Appointed 3/22 by Smith) Term exp. 2/25	Sully District Representative		Smith	Sully

CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jacqueline G. Rosier (Appointed 10/22 by McKay) Term exp. 7/25	Fairfax County Resident #1 Representative		By Any Supervisor	At-Large
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative		By Any Supervisor	At-Large

COORDINATING COUNCIL ON AGING AND ADULTS WITH DISABILITIES (CCAAD) (2-year terms)

CONFIRMATION NEEDED:

- Ms. Elena Alergant as the Long Term Providers #10 Representative

CONTINUUM OF CARE BOARD (CoC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Herbert Kemp (Appointed 12/21 by Foust) Term exp. 11/24	Dranesville District Representative		Bierman	Dranesville
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 *Resigned*	At-Large #6 Representative	**Eric Schmidt** (McKay)	By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
Richard Fernicola (Appointed 1/22 by McKay) Term exp. 1/24	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large

FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Michael Ritter (Appointed 6/22 by Herrity) Term exp. 11/24	Springfield District Representative		Herrity	Springfield

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3-year terms – limited to 3 full terms)

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1-year break from initial 3 full terms, VA Code 37.2-502.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ann Whipple; appointed 2/20-6/22 by McKay) Term exp. 6/25 *Resigned*	At-Large #1 Representative	**Michele Menapace** (McKay) *(Will be appointed on October 28, 2025)*	By Any Supervisor	At-Large
VACANT (Formerly held by Sheila Jonas; appointed 6/22 by Gross) Term exp 6/25 ***Not eligible for reappointment***	Mason District Representative	**Jesper Sullivan den Bergh** *(Nomination announced on August 26, 2025)*	Jimenez	Mason
VACANT (Formerly held by Alisha Keirstead; appointed 6/24 by Storck) Term exp 6/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

CONFIRMATION NEEDED:

- Captain Jaime Popik as the Sheriff's Office Representative

HEALTH CARE ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Kelly Green Kahn (Appointed 12/21 by Foust) Term exp. 6/25	Dranesville District Representative	**Kelly Green Kahn**	Bierman	Dranesville
Shikha Dixit (Appointed 6/21 by Storck) Term exp. 6/25	Mount Vernon District Representative		Storck	Mount Vernon

HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1-year break

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget M. Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Magalie Emile-Backer; appointed 1/19-6/21 by Storck) Term exp. 6/24 ***Not eligible for reappointment*** *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large

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HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1-year break
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Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carmen Powell; appointed 9/23 by Foust) Term exp. 6/24 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Jenee Lindner; appointed 12/21-1/25 by Herrity) Term exp. 12/27 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Steve Sherman; appointed 9/21 by Lusk) Term exp. 12/23 *Resigned*	Citizen #9 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jimez Ashby (Appointed 5/22 by McKay) Term exp. 9/24	At-Large #1 Representative	**Ayah Elwannas** (McKay)	By Any Supervisor	At-Large
Harry Salinas (Appointed 11/10-9/19 by Bulova; 9/22 by McKay) Term exp. 9/25	At-Large #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Emanuel Solon; appointed 9/95-7/01 by Connolly; 9/04-9/19 by Smyth) Term exp. 9/22 *Resigned*	At-Large #5 Representative		By Any Supervisor	At-Large
Denver Supinger (Appointed 1/23 by Palchik) Term exp. 9/25	At-Large #6 Representative	**Denver Supinger** (Palchik)	By Any Supervisor	At-Large
Josh Shumaker (Appointed 12/20-9/22 by McKay) Term exp. 9/25	At-Large #7 Representative	**Josh Shumaker** (McKay)	By Any Supervisor	At-Large
Meena Bhinge (Appointed 9/21 Walkinshaw) Term exp. 9/24	At-Large #10 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Glenda Blake; appointed 2/24 by Alcorn) Term exp. 9/26 *Resigned*	At-Large #12 Representative	**Julia Boone** (Alcorn)	By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Nancy Hall (Appointed 2/25 by Jimenez) Term exp. 7/25	Mason District #2 Representative		Jimenez	Mason
Anthony Santelises (Appointed 7/24 by Palchik) Term exp. 7/25	Providence District #1 Representative		Palchik	Providence
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Christopher Glaser; appointed 11/21 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Edward Blum; appointed 12/20-1/24 by Palchik) Term exp. 12/26 *Resigned*	Providence District Representative		Palchik	Providence

JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Sean Wright (Appointed 1/20-2/22 by Palchik) Term exp. 1/24	Providence District Representative	**Ayah Elwannas**	Palchik	Providence

LIBRARY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Sujatha Hampton (Appointed 7/21 by Foust) Term exp. 7/25	Dranesville District Representative	**Sujatha Hampton**	Bierman	Dranesville
VACANT (Formerly held by Philip Rosenthal; appointed 1/18-7/25 by Herrity) Term exp. 6/29 *Deceased*	Springfield District Representative		Herrity	Springfield

POLICE CIVILIAN REVIEW PANEL (3-year terms- limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Lau (Appointed 1/23 by McKay) Term exp. 2/25	Seat #8 Representative	**Jasmin Chavez Cruz** (McKay)	By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Brendan D. Harold (Appointed 5/05-11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Angela E. Roberts; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Apartment or Rental Owner Associations Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Margaret Parker; appointed 10/1 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #1 Representative		By Any Supervisor	At-Large
Rachel Wood (Appointed 9/22 by Alcorn) Term exp. 9/25	Commercial or Retail Ownership #2 Representative	**Rachel Wood** (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Peter Henry; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large
Michael Shindledecker (Appointed 9/21 by Foust) Term exp. 9/25	Dranesville District Representative		Bierman	Dranesville

Continued on next page

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Margaret Parker; appointed 2/25 by Alcorn) Term exp. 9/25 *Resigned*	Hunter Mill District #1 Representative	**Shaun Endsley**	Alcorn	Hunter Mill
Gary Maupin (Appointed 2/25 by Alcorn) Term exp. 9/25	Hunter Mill District #2 Representative	**Gary Maupin** (Alcorn)	Alcorn	Hunter Mill
Adam Rubinstein (Appointed 2/21 by Alcorn) Term exp. 9/25	Residential Owners/HOA/Civic Association #1 Representative	**Adam Rubinstein** (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Karen Mantyla; appointed 6/21 by Alcorn) *Resigned*	Residential Owners/HOA/Civic Association #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephanie Weber: appointed 8/22 by Alcorn) Term exp. 9/25 *Resigned*	Residential Owners/HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

Continued on next page

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Steven Coniglio (Appointed 7/21 by Alcorn) Term exp. 9/25	Reston Chamber of Commerce Representative	**Steven Coniglio** (Alcorn)	By Any Supervisor	At-Large
Travis Johnson (Appointed 3/25 by Alcorn) Term exp. 9/25	Reston Association Representative	**Travis Johnson** (Alcorn)	By Any Supervisor	At-Large
Robert Goudie (Appointed 9/21 by Alcorn) Term exp. 9/25	Reston Town Center Association Representative	**Robert Goudie** (Alcorn)	By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Tracey Wood; appointed 12/21 by McKay) Term 12/24 *Resigned*	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Luis Lopez Stipes; appointed 1/25 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

CONFIRMATION NEEDED:

- Mr. Matthew Bell as the Federation of Citizens Associations Representative

TRESPASS TOWING ADVISORY BOARD (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Henri Stein-McCartney; (Appointed 7/23 by McKay) Term exp. 9/25	Citizen Representative	**Henri Stein-McCartney** (McKay)	By Any Supervisor	At-Large
Alvin Leach (Appointed 10/10-11/22 by Foust) Term exp. 9/25	Towing #2 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eddy Sandoval; appointed 9/21 by Smith) Term exp. 1/24 *Resigned*	Sully District Representative		Smith	Sully

NEW BOARD

COUNCIL FOR ECONOMIC OPPORTUNITY (CEO)
(3-year terms - limited to 2 full terms for Voting Members)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large #11 Representative		Confirmed by the Board	Confirmation
NEW POSITION	At-Large #12 Representative		Confirmed by the Board	Confirmation

VETERANS AND MILITARY FAMILIES COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Department of Housing and Community Development Representative		Confirmed by the Board	Confirmation

Board Agenda Item
September 30, 2025

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
September 30, 2025

10:30 a.m.

Public Hearing on the County and Schools' FY 2025 Carryover Review to Amend the Appropriation Level in the FY 2026 Revised Budget Plan

ISSUE:
Public Hearing and Board action on the County and Schools' *FY 2025 Carryover Review.*

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations included in the County and Schools' *FY 2025 Carryover Review.*

TIMING:
The public hearing has been advertised for 10:30 a.m. on September 30, 2025. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:
On August 26, 2025, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 30, 2025, regarding the County and Schools' Carryover Review. *Section 15.2-2507 of the Code of Virginia* requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2026 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:
The *FY 2025 Carryover Review* was sent electronically on August 4, 2025, and is available at: https://www.fairfaxcounty.gov/budget/fy-2025-carryover-budget-package.

STAFF:
Bryan J. Hill, County Executive
Christina Jackson, Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget
Katie Horstman, Deputy Director, Department of Management and Budget
Joe LaHait, Deputy Director, Department of Management and Budget

Board Agenda Item
September 30, 2025

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 1

Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA-84-P-105-04, Flint Hill School (Providence District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SEA-84-P-105-04, pursuant to the provisions of subsection 8100.3.D.(6) of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve thirty-six months additional time for SEA-84-P-105-04, to establish use or commence construction, to July 1, 2028.

TIMING:
Board action is requested on September 30, 2025. The expiration date of the Special Exception Amendment (SEA) was July 1, 2025.

BACKGROUND:
Under subsection 8100.3.D.(6) of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception amendment shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception amendment. This request, dated June 26, 2025, was filed on June 27, 2025, prior to the expiration date of July 1, 2025. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The 14.7 acre subject site, Tax Map 47-2 ((1)) 36A, 37, 38, 52A, and a portion of Academic Drive public right-of-way to be vacated and/or abandoned, is located at 3012 Chain Bridge Road, 10429 and 10431 Miller Road, and 3044 Jermantown Road, in Oakton (see locator map, Attachment 1) and is zoned R-3. On September 25, 2018, the Board of Supervisors approved Special Exception Amendment SEA-84-P-105-04, subject to development conditions (see Clerk's letter, Attachment 2). The SEA was filed in the name of Flint Hill School, to amend SE-84-P-105, previously approved for a private school of general education to permit a decrease in enrollment from 700 to 500.

SEA-84-P-105-04 was approved with a condition that the use be established, or construction be commenced and diligently prosecuted within 30 months of the approval date unless the Board granted additional time. The SEA would have expired, without notice, on March 25, 2021. This was then extended with *§15.2-2209.1 of the Code of Virginia*, which permitted automatic extensions of this deadline to July 1, 2025. On June 27, 2025, the Department of Planning and Development (DPD) received a letter, from John C. McGranahan, Jr., agent for the Applicant, requesting 36 months of additional time (see Attachment 3).

The letter states additional time is necessary to establish the use. According to the letter, the Applicant moved the 7th and 8th grade students to the upper campus in 2020. However, the Applicant has not implemented additional improvements consisting of construction for Building #4, installation of athletic fields or construction of the proposed loop road to the school due to the impact the COVID pandemic had on the school operations. While the Applicant is diligently working through these processes and has a better understanding of campus operations, additional time of 36 months is requested to ensure the SEA approval remains valid and will allow the requestor to establish the use and/or commence construction.

Staff has reviewed Special Exception Amendment SEA-84-P-105-04 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a private school of general education within the R-3 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception amendment application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception amendment. Finally, the conditions associated with the Board's approval of SEA-84-P-105-04 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith, and staff believes that approval of the request for 36 months additional time is in the public interest and recommends that it be approved.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

Board Agenda Item
September 30, 2025

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated September 26, 2018, to Frank A. McDermott
Attachment 3: Letter Dated June 26, 2025, to Leslie Johnson

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Laura O'Leary, Staff Coordinator, ZED, DPD

Special Exception Amendment

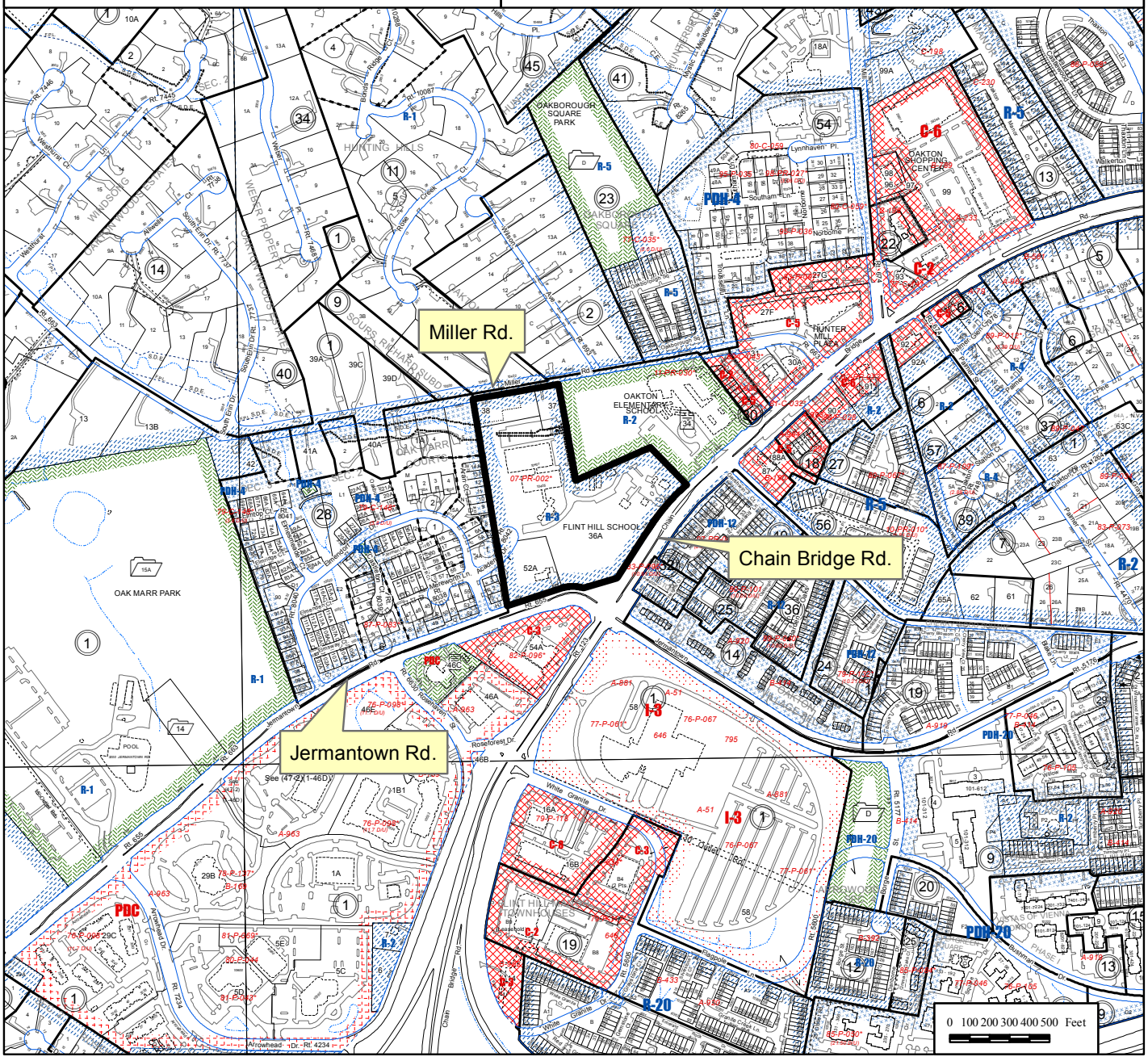
SEA 84-P -105-04



Applicant: FLINT HILL SCHOOL
Accepted: 03/23/2018
Proposed: AMEND SE 84-P-105 PREVIOUSLY APPROVED FOR PRIVATE SCHOOL OF GENERAL EDUCATION TO MODIFY DEVELOPMENT CONDITIONS

Area: 14.7 AC; DISTRICT - PROVIDENCE
Zoning Dist Sect: 03-0304
Located: 3012 CHAIN BRIDGE ROAD, 10429 & 10431 MILLER ROAD AND 3044 JERMANTOWN ROAD, OAKTON, VA 22124 AND PORTIONS OF ACADEMIC DR. PUBLIC ROW TO BE VACATED AND/OR ABADONED

Zoning: R- 3
Plan Area: 2,
Overlay Dist:
Map Ref Num: 047-2- /01/ /0036A /01/ /0037 /01/ /0038 /01/ /0052A



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

September 26, 2018

RECEIVED
Department of Planning & Zoning
OCT 16 2018
Zoning Evaluation Division

Frank A. McDermott
Hunton Andrews Kurth, LLP
8405 Greensboro Drive, Suite 140
Tysons, VA 22102

RE: Special Exception Amendment Application SEA 84-P-105-04
(Associated with Special Exception Amendment Application SEA 99-P-046-02)

Dear Mr. McDermott:

At a regular meeting of the Board of Supervisors held on September 25, 2018, the Board approved Special Exception Application SEA 84-P-105-04 in the name of Flint Hill School. The subject property is located at 3012 Chain Bridge Road, 10429 and 10431 Miller Road and 3044 Jermantown Road, Oakton, 22124 and portions of Academic Drive, public right-of-way to be vacated and/or abandoned on approximately 14.7 acres of land, zoned R-3 in the Providence District, Tax Map 47-2 ((1)) 36A, 37, 38, and 52A. The Board's action amends Special Exception Application SE 84-P-105, previously approved for a private school of general education to permit a decrease in enrollment from 700 to 500, pursuant to Section 3-304 of the Fairfax County Zoning Ordinance by requiring conformance with the following development conditions dated September 13, 2018. Previously approved conditions or those with minor modifications are marked with an asterisk (*).

1. This Special Exception Amendment is granted for and runs with the land indicated in this application and is not transferable to other land.*

2. A copy of this Special Exception and the Non-Residential Use Permit (Non-RUP) must be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.*

3. This Special Exception Amendment is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Land Development Services (LDS). Any plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception Amendment Plat entitled *"Flint Hill Lower School Generalized Developed Plan/Special Exception Plat RZ 20007-PR-002 SEA 84-P-105-03"*, prepared by Dewberry & Davis and dated January 11, 2007, as revised through July 2, 2007, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.*

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. The combined maximum total daily enrollment of the private school of general education and the child care center/nursery school shall be limited to 500 students.

5. Sufficient parking shall be provided in accordance with the Zoning Ordinance, as determined by LDS, and as shown on the SEA Plat.*

6. The maximum hours of operation for the private school of general education and the child care center/nursery school shall be from 7:30 AM to 4:00 PM, Monday through Friday, with evening classes for the private school from 7:30 PM until 11:00 PM, Monday through Friday. Extracurricular activities shall be permitted from 7:30 AM to 11:00 PM, daily, including weekends.*

7. All exterior lighting shall be in conformance with Part 9 of Article 14 of the Zoning Ordinance and compliance shall be demonstrated at the time of site plan approval. There shall be no lighting of the athletic fields.

8. Landscaping and acoustical fencing shall be provided around the child care center/nursery school play area.*

9. Skirting shall be provided on the two (2) temporary trailers shown on the Special Exception Amendment Plat.*

10. Trailers: The applicant shall be required to meet all LDS site plan requirements during the relocation and/or removal of existing educational trailers.*

11. The Private School of General Education shall not include grades 7-12.*

12. Stormwater management facilities and BMPs shall be provided, as determined by LDS, in accordance with the requirements of the Public Facilities Manual, Chapter 118 of the Fairfax County Code, and the Chesapeake Bay Preservation Ordinance, unless waived or modified by LDS. No use or disturbance of the existing on-site 0.53-acre Conservation Easement/Water Quality Management Area, located at the northwestern corner of the site (south of Miller Road), shall be permitted without approval by the Director of the Department of LDS. If the stormwater management facilities and BMPs designed to meet the Public Facilities Manual cannot be provided in substantial conformance with the GDP/SEA Plat, a PCA/SEA shall be required.*

13. An athletic field maintenance plan, which incorporates erosion and sediment control as well as nutrient and chemical control measures intended to reduce pollutant loads entering the Difficult Run watershed, shall be developed and submitted for the review and approval of the LDS. A copy of this management plan shall be made available to the Director of the Department of Planning and Zoning and/or the Director of LDS upon request.*

14. The location of all proposed off-site trails and sidewalks shall be field located in consultation with the Urban Forest Management (UFM) Division, at time of construction, to minimize disturbance of existing mature trees.*

15. The applicant shall provide, at the time of site plan approval, a sidewalk or striped pedestrian walkway along the entire east side of the proposed parking lot, located adjacent to the proposed baseball field. Said sidewalk or walkway shall run north to the 'ring road' and connect to the adjoining sidewalk to its west, as reviewed and approved by LDS.*

16. The proposed emergency ingress/egress driveway (located along the north property line between the proposed parking lot and Miller Road), shall be used for emergency use only. Signage shall be provided which clarifies the limitations on the use of the driveway, and on-site "No Parking" signs shall be posted to prevent vehicles from parking on the emergency driveway.*

17. Any necessary adjustments, as determined by Urban Forest Management (UFM) Division, DPWES, to adequately protect the existing 36-inch diameter white oak tree (located near Miller Road and northeast of the on-site 1-story dwelling) from construction activities, shall be made at the time of site plan review provided no SEA or PCA is required for said adjustments.*

18. Irrespective of that shown on the GDP/SEA Plat, the applicant shall designate, at the time of site plan approval, a tree preservation area, to adequately protect the several existing holly, cedar, and spruce trees (located near Miller Road and north of the on-site 1-story dwelling), from construction activities, as determined by Urban Forest Management (UFM) Division, DPWES, provided no SEA or PCA is required.*

19. Outdoor construction activity shall be limited to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturdays. No outdoor construction activities will be permitted on Sundays or on federal holidays. The site superintendent shall notify all employees and subcontractors of these hours of operation and shall ensure that the hours of operation are respected by all employees and subcontractors. Construction hours and a designated school contact and phone number shall be posted on-site in both English and Spanish.*

20. Prior to the first day of school each year, beginning with the Fall 2007 school term, the School administration shall designate a liaison, who shall be available to meet with the adjacent Oak Marr property owners on a quarterly basis until the development program approved herein is completed, and on a semi-annual basis thereafter, to discuss timing and progress of the development program, and the impacts, if there be any, of that development program on the adjacent Oak Marr community. The School shall identify a contact person and provide their name and telephone number to the Providence Supervisor's office prior to the first day of school each year.*

21. The applicant shall maintain all on-site landscaping, to include monthly clean-up and removal of all surrounding trash and litter.*

22. Supplemental landscaping shall be provided along the subject property's northern boundary line in order to provide the visual effect of Transitional Screening Type 1, as determined by Urban Forest Management (UFM).*

23. No plan, plat, or permit shall be approved authorizing development activity within the existing Academic Drive right-of-way, depicted on the attached Exhibit A, until the vacation and/or abandonment of Academic Drive, in conformance with that depicted on the SEA Plat, is approved by the Board of Supervisors.*

24. The existing perimeter fencing on the Property may be replaced in whole or in part. That portion fronting on Chain Bridge Road and on Jermantown Road may be replaced with an open metal ornamental fence.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established as evidenced by the commencement of construction for Building #4, or installation of athletic fields, or construction of the proposed loop road.

The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Waived the service drive requirement along Chain Bridge Road

- Modified the 25-foot transitional screening requirement along the western, southern and northern property boundaries, in favor of the existing and proposed landscaping shown on the previously approved GDP/SEA Plat

- Modified the barrier requirement along the western boundary of the site as shown on the previously approved GDP/SEA Plat

- Directed the Director of Land Development Services to waive frontage construction requirements along both Chain Bridge and Jermantown Roads

- Modified to allow an increase in height for the proposed fence located in the front yard(s) adjacent to Miller Road in accordance with Par. 3H of Sect. 10-104 of the Zoning Ordinance from four feet to a maximum of six feet in height

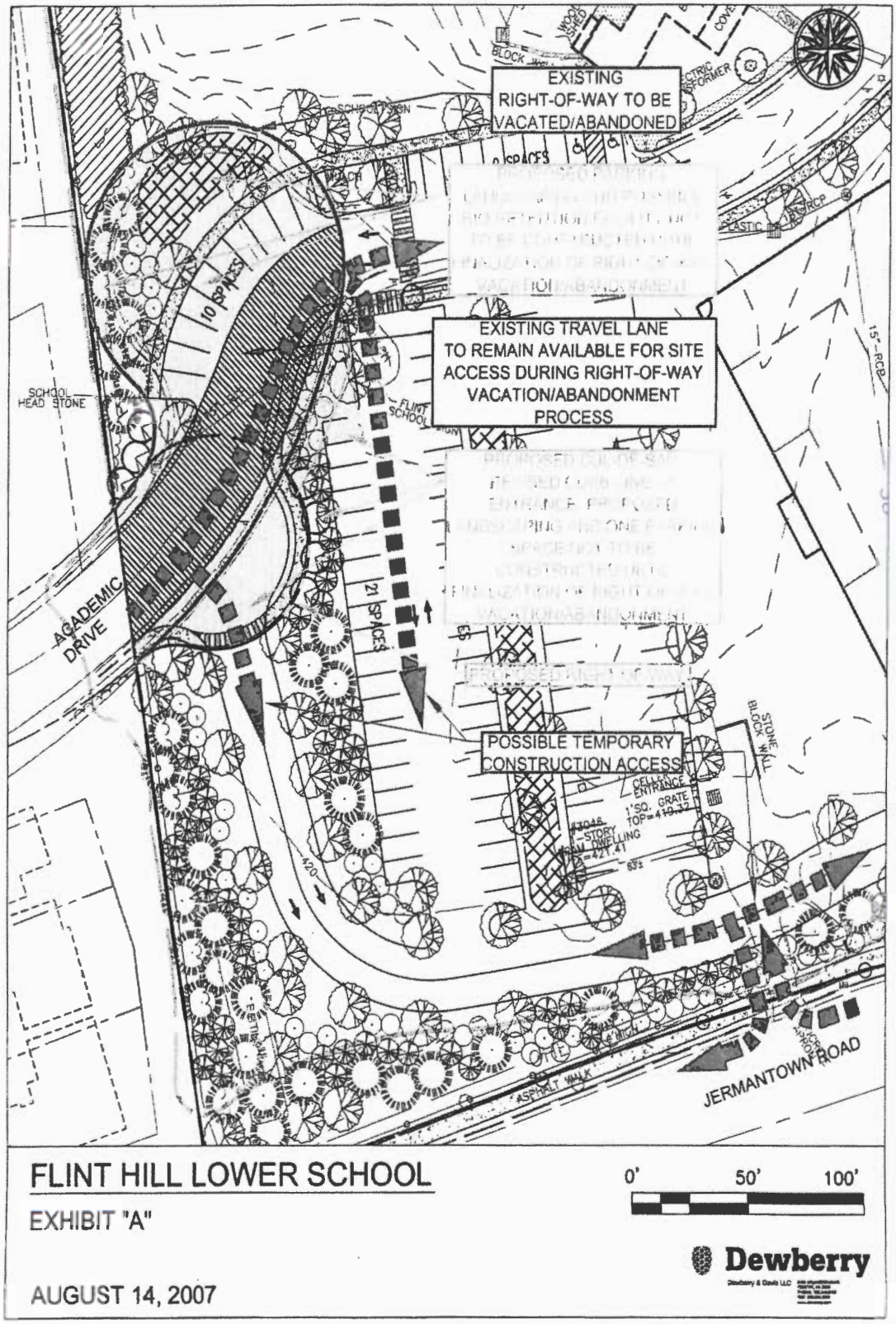
- Modified the trail requirement along Miller Road, Jermantown Road, and Chain Bridge Road to that shown on the previously approved GDP/SEA Plat

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

Cc: Supervisor Linda Q. Smyth, Providence District
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, DPZ
Mavis Stanfield, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Jeff Hermann, Section Chief, Transportation Planning Division
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

ATTACHMENT 2



ATTACHMENT 3

HUNTON

HUNTON ANDREWS KURTH LLP
1650 TYSONS BOULEVARD, SUITE 820
TYSONS, VA 22102

2200 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20037-1701

TEL 202 • 955 • 1500
FAX 202 • 778 • 2201

JOHN C. MCGRANAHAN, JR.
DIRECT DIAL: 202 • 955 • 1948
EMAIL: jmcgranahan@hunton.com

FILE NO: 057449.03

June 26, 2025

VIA PLUS

Leslie Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning and Development
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

Flint Hill School
Request for Additional Time for SEA 84-P-105-04
3012 Chain Bridge Road
Tax Map Parcels 47-2 ((1)) 36A, 37, 38 and 52A (collectively, the "Property")

Dear Leslie:

On September 25, 2018, the Board of Supervisors (the "Board") approved the above-referenced special exception amending previously approved SE-84-P-105 for a private school of general education, child care and nursery school, to modify the development conditions to permit a decrease in the maximum enrollment from 700 students to 500 students (the "2018 SEA").

The development conditions attached to the special exception approval provide that, pursuant to Section 9-015 of the prior Zoning Ordinance, the special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established as evidenced by the commencement of construction for Building #4, or installation of athletic fields, or construction of the proposed loop road. That deadline to establish the use has been extended to July 1, 2025, pursuant to Va. Code Ann. §15.2-2209.1:1(B). Additionally, the Board's action states that it may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The owner of the Property, Flint Hill School ("FHS"), has established and operated the private school use on the Property since 1990. In 2020, FHS relocated grades 7 and 8 to its upper school campus as contemplated by the 2018 SEA approval and the companion special

exception application SEA 99-P-046-02. Yet, FHS has not implemented the specific improvements approved with the 2018 SEA. To the extent FHS has not implemented those specific improvements and the County determines that the 2018 SEA is set to expire on July 1, 2025, FHS hereby requests thirty-six (36) months of additional time to implement those improvements and establish the use as approved with the 2018 SEA.

FHS moved the 7th and 8th grade students to the upper campus in 2020 during the first fall of the COVID pandemic. COVID had tremendous impacts on school operations. As the response to the pandemic evolved, FHS was not comfortable proceeding with the construction of additional improvements to the Property until it had a better understanding of how the lower school campus functions with only junior kindergarten through 6th grade under normal conditions as well as the long term effects of the pandemic on school operations. With the time lost to the uncertainty raised by the pandemic, FHS needs additional time to complete its assessment of school operations and proceed with implementation of the improvements approved with the 2018 SEA.

The following are also being submitted to PLUS in support of this extension request:

1. An outline of the subject property (Attachment 1);

2. A copy of the final approval letter for SEA 84-P-105-04 dated September 26, 2018 (Attachment 2); and

3. A copy of the approved Special Exception Plat prepared by Dewberry & Davis (Attachment 3).

Please call me if you have any questions, require additional information or wish to discuss this request. Thank you in advance for your attention to this matter.

With best regards,



John C. McGranahan, Jr.

cc: Ms. Anne D. Peterson
Mr. Stephen Crowell

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 2

Extension of Review Period for 2232 Application for the Renovation and Expansion of Willow Springs Elementary School (Springfield District)

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

PROJECT DESCRIPTION:
Fairfax County Public Schools submitted a 2232 application to expand and renovate Willow Springs Elementary School. This application proposes a 61,000-square-foot addition and the demolition of 23,000 square feet of existing space, resulting in a proposed gross floor area of approximately 127,000 square feet. The new space will accommodate classrooms, a cafeteria, kitchen, gymnasium, administrative suite, library, art labs, and other educational support facilities, while the existing classrooms in the retained portion of the existing building will be renovated. The application was accepted on August 27, 2025. The extension period request is to allow the applicant and staff sufficient time to complete the 2232 review.

The review period for the following application should be extended:

2232-2025-SP-00008	Fairfax County Public Schools Willow Springs Elementary School Tax Map 66-2 ((1)) 4A 5400 Willow Springs School Road, Fairfax, VA 22030 Springfield District Accepted on August 27, 2025 Request Extension to May 27, 2026

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following applications: 2232-2025-SP-00008

TIMING:
Board action is requested on September 30, 2025, to extend the review period to May 27, 2026, prior to the expiration of the initial 60-day review period on October 26, 2025.

Board Agenda Item
September 30, 2025

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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

Board Agenda Item
September 30, 2025

ADMINSTRATIVE – 3

Approval of Streets into the Secondary System – North Hill Multi-Family (Dart Drive) (Mount Vernon District)

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

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

Subdivision	District	Street
North Hill Multi-Family (Dart Drive)	Mount Vernon	Dart Drive

TIMING:
Board approval is requested on September 30, 2025.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

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

Board Agenda Item
September 30, 2025

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

Attachment I Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA	VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS
Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.	REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. **PLAN NUMBER:** 5563-SP-002 **SUBDIVISION PLAT NAME:** North Hill Multi-Family (Dart Drive) **COUNTY MAGISTERIAL DISTRICT:** Mount Vernon
VDOT PERMITS MANAGER: ROBERT H. BURTON **BY:** Robert H. Burton	**FOR OFFICIAL USE ONLY** **VDOT INSPECTION APPROVAL DATE:** 07/31/2025

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Dart Drive	CL Richmond Highway, Route 1 1,375' S CL Holly Hill Road, Route 1408	1,204' E to Arlington Drive, Route 4293	0.23
NOTES:		**TOTALS:**	0.23

5' Concrete Sidewalk on the North Side to be maintained by VDOT.

Board Agenda Item
September 30, 2025

ADMINSTRATIVE – 4

Approval of Streets into the Secondary System – Oak Hill Cove (Sully District)

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

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

Subdivision	District	Street
Oak Hill Cove	Sully	Rose Grove Drive (Extension)

TIMING:
Board approval is requested on September 30, 2025.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

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

Board Agenda Item
September 30, 2025

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

Attachment I Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA	VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS
Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.	REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. **PLAN NUMBER:** 9873-SD-001 **SUBDIVISION PLAT NAME:** Oak Hill Cove **COUNTY MAGISTERIAL DISTRICT:** Sully
VDOT PERMITS MANAGER: ROBERT H. BURTON **BY:** _____	**FOR OFFICIAL USE ONLY** **VDOT INSPECTION APPROVAL DATE:** 08/06/2025

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Rose Grove Drive (Extension)	The Intersection of CL Rose Grove Terrace, Route 10304 and CL Rose Grove Drive, Route 10303	385' W to End of Cul-de-Sac	0.07
NOTES:		**TOTALS:**	0.07
Concrete Sidewalk on the South Side: 4' wide to be maintained by Fairfax County and 5' wide to be maintained by VDOT			

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 5

Approval to Amend the Memorandum of Understanding Between Fairfax County and the Tysons Community Alliance (Providence and Hunter Mill Districts)

ISSUE:
Authorization to amend the Memorandum of Understanding between Fairfax County and the Tysons Community Alliance (TCA) to reflect the organization's nonprofit designation as a 501(c)(3) public charity as determined by the Internal Revenue Service (IRS).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the County Executive to execute an amended Memorandum of Understanding (MOU) between Fairfax County and the TCA.

TIMING:
Board approval is requested on September 30, 2025, on an amended MOU that reflects the TCA's updated incorporation as a 501(c)(3) public charity as designated by the IRS.

BACKGROUND:
On September 23, 2022, the Tysons Community Alliance (TCA) was created as a successor organization to the Tysons Partnership. The establishment of the TCA was the culmination of a year-long joint effort between the Tysons Partnership and Fairfax County to strategically re-envision and adapt the organization for evolving resident and business community needs in Tysons. Fundamental to the reorganization was a change in the organizational structure and funding model.

On July 11, 2023, the Board of Supervisors authorized the County Executive to execute the Memorandum of Understanding (MOU) between Fairfax County and the TCA.

The TCA was incorporated as a 501(c)(6) at its founding in 2022, under the advice of counsel; the 501(c)(6) status was seen as a lower threshold set of criteria for nonprofit status and, therefore, a more risk-averse pathway for the new organization. Since then, the organization received a letter from the IRS (Attachment 1) determining that the organization is a 501(c)(3) public charity. Since receiving that letter, TCA staff, in collaboration with leadership from the TCA's Board of Directors, have been working with their accountants, attorneys and partners within the Fairfax County Department of

Economic Initiatives to operationalize the transition to a nonprofit 501(c)(3) public charity.

The decision from the IRS is positive news for the TCA, as it enables the organization to receive tax-deductible contributions for community projects.

On June 25, 2025, the TCA Board of Directors voted to amend the organization's bylaws and articles of incorporation to reflect the change to a 501(c)(3); immediately thereafter, the TCA filed articles of restatement with the Virginia State Corporation Commission (SCC), which the Commonwealth accepted on June 30, 2025 (Attachment 2).

Therefore, the TCA seeks to update its MOU (Attachment 3) with the Board of Supervisors to reflect the determination by the IRS and the organization's new status as a 501(c)(3) public charity. There are no other requested changes to the MOU.

EQUITY IMPACT:
The MOU aligns with Fairfax County's One Fairfax policy to develop "Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood."

The MOU outlines a clear expectation that TCA leadership shall reflect the diversity of the Tysons community and value membership attributes, skills, and lived experiences that emphasize creative problem-solving, consensus-building, collaboration, and adaptability. The intent is to foster an organization that reflects the diversity of people and community values as Tysons evolves. The change from a 501(c)(6) to 501(c)(3) further strengthens the TCA's ability to accomplish these goals as a tax-exempt non-profit by expanding opportunities to grow resources.

FISCAL IMPACT:
The MOU provides no commitment of funds from Fairfax County to the TCA. Funding allocation to the TCA from Fairfax County is determined through the County's annual budget process.

ENCLOSED DOCUMENTS:
Attachment 1 – Internal Revenue Service Letter to the Tysons Community Alliance
Attachment 2 – Tysons Community Alliance Articles of Incorporation, Restatement
Attachment 3 – Memorandum of Understanding Between the Board of Supervisors of Fairfax County, Virginia, and Tysons Community Alliance

Board Agenda Item
September 30, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Philip A. Hagen, Director, Department of Management and Budget
Rebecca Moudry, Director, Department of Economic Initiatives
Scott Sizer, Deputy Director, Department of Economic Initiatives
JoAnne Fiebe, Division Manager, Department of Economic Initiatives
Jarrett Haring, Catalytic Development, Department of Economic Initiatives

ASSIGNED COUNSEL:
Emily Harwood Smith, Assistant County Attorney

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TYSONS COMMUNITY ALLIANCE
1961 CHAIN BRIDGE ROAD STE C205B
TYSONS, VA 22102

Date:
04/17/2024
Employer ID number:
92-0514866
Person to contact:
Name: D. Emmanuel
ID number: 103808081
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 23, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053705002063

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Virginia State Corporation Commission
Clerk's Office
P.O. Box 1197
Richmond, VA 23218-1197

ARTICLES OF RESTATEMENT OF
TYSONS COMMUNITY ALLIANCE

The undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to restatement is Tysons Community Alliance .

2. The restatement contains an amendment to the articles of incorporation.

3. The text of the amended and restated articles of incorporation is attached hereto.

4. The restatement was adopted by the corporation on June 25, 2025.

The restatement was proposed by the board of directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and at a meeting of the members at which a quorum of each voting group was present:

The total number of votes cast for and against the restatement by each voting group entitled to vote separately on the restatement was:

CLASS A MEMBERS
TOTAL VOTES **FOR: 9**
TOTAL VOTES **AGAINST: 0**

CLASS B MEMBERS
TOTAL VOTES **FOR: 13**
TOTAL VOTES **AGAINST: 0**

The number cast for the restatement by each voting group was sufficient for approval by that voting group.

Executed in the name of the corporation by:

David Schneider, Chairman
June 27, 2025
SCC ID No. 11440455

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF TYSONS COMMUNITY ALLIANCE

*The corporation, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (the "**Act**"), states as follows:*

FIRST: The name of the corporation (the "**Corporation**") is: **Tysons Community Alliance.**

SECOND: The duration of the Corporation shall be perpetual.

THIRD: The Corporation is incorporated as a nonstock corporation under the Act and is organized for the following purposes:

1. The Corporation is organized and shall be operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Specifically, and without limitation, the Corporation's activities shall include promoting the transformation of Tysons, Virginia to continue to move Tysons toward a thriving, diverse, and competitive urban community.

2. To exercise any other powers conferred upon nonstock corporations organized pursuant to the provisions of the Act; provided, however, that

    a. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private person, except that reasonable compensation may be paid for services actually rendered to or for the Corporation and the Corporation may provide reasonable reimbursements and advances to such persons as permitted under the Act, and no director or officer of the Corporation, or any private person, shall be entitled to share in the distribution of any of the assets of the Corporation upon the dissolution of the Corporation; and

    b. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation is organized and at all times shall be operated exclusively as a corporation not organized for profit, and the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization described in Section 501(c)(3) of the Code.

FOURTH: The Corporation shall have no members as defined in the Virginia Nonstock Corporation Act.

FIFTH: Other lawful provisions for the conduct and regulation of the business and affairs of the Corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the Corporation or its directors are as follows:

1. In the event of the liquidation, dissolution, or winding up of the Corporation in any manner or for any reason whatever, all of the assets of the Corporation after the payment of the obligations and liabilities of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose, in such a manner as the Board shall determine.

2. The personal liability of the officers and directors of the Corporation is hereby eliminated to the fullest extent permitted by law.

3. The Corporation shall indemnify its officers and directors in accordance with and to the fullest extent permitted by law.

SIXTH: The directors of the Corporation will be elected by the Board, except as follows:

1. The Providence District Director will have the right to appoint four directors.
2. The Hunter Mill District Supervisor will have the right to appoint two directors.
3. The Dranesville District Supervisor will have the right to appoint one director.
4. The Chairman of the Fairfax County Board of Supervisors will have the right to appoint two directors.
5. The Fairfax County Executive will have the right to appoint two directors.
6. The Fairfax Deputy County Executive for Community Development will have the right to appoint two directors.
7. The Fairfax Deputy County Executive for Health, Housing and Human Services will have the right to appoint one director.

After the expiration of the term of the initial directors, four directors will serve a term of one year. The remaining director terms will be staggered such that approximately one-third of such remaining directors will serve one year, another one-third of such remaining directors will serve for two years, and the remaining one-third of such remaining directors will serve for three years, and thereafter, all such directors will serve for a term of three years.

SEVENTH: The initial registered agent is CT Corporation System, a foreign corporation in Virginia.

EIGHTH: The Corporation's initial registered office address, including the street and number, which is identical to the business office of the initial registered agent, is 4701 Cox Road, Suite 285, Glen Allen, Virginia 23060. The registered office is located in the County of Henrico.

Amended and Restated as of June 25, 2025

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,

AND

TYSONS COMMUNITY ALLIANCE

(July 1, 2023 – June 30, 2028)

This Memorandum of Understanding ("Memorandum") is made as of (_____, 2023) by and between the Board of Supervisors of Fairfax County, Virginia (the "BOS") and the Tysons Community Alliance (the "TCA").

RECITALS

R-1 Tysons is the designated Urban Center in Fairfax County, Virginia. Through partnership with community and business organizations, Tysons will attract economic investment and development and an influx of new and diverse residents over the next several decades.

R-2 The TCA is a Virginia nonstock corporation organized for tax-exempt purposes described in Section 501(c) (3) ~~501(c)(6)~~ of the Internal Revenue Code of 1986, as amended, that will seek to catalyze the transformation of Tysons into an inclusive, vibrant, globally attractive urban center where all thrive. The TCA will coordinate, plan, and leverage resources to move Tysons toward a thriving, diverse, and competitive urban community by practicing inclusive and equitable engagement, facilitating collaboration, activating places, promoting Tysons, and engaging in place management.

R-3 The BOS is a body politic and the governing body of Fairfax County.

R-4 The BOS endorses the goals for which the TCA was formed and desires to see those purposes achieved. Tysons has a unique development history and presents unique challenges and opportunities which require innovative solutions. This includes collaboration between the County, and diverse community and business groups, such as the TCA.

R-5 The Bylaws of the TCA create a Board of Directors of the TCA (the "Board") comprised of voting members established to oversee the operation of the TCA. Minor changes to the Bylaws of the TCA will not require changes to this MOU, as determined by Fairfax County. For purposes of this recital, "minor changes" shall be defined as those changes that are consistent and do not conflict with the terms of this MOU.

R-6 The TCA is a combined effort between Fairfax County and the residential and business communities in the Tysons area.

R-7 The TCA is an independent, separate, legal entity from the BOS and the Fairfax County, Virginia government and is not an advisory board, authority, commission or committee of the BOS or the Fairfax County government.

R-8 The TCA's primary collaborator in Fairfax County is the Department of Economic Initiatives ("DEI"). Additional County offices and organizations such as the Department of Planning and Development ("DPD"), the Department of Transportation ("FCDOT"), the Fairfax County Park Authority ("FCPA"), the Department of Neighborhood and Community Services ("NCS") and the Fairfax County Economic Development Authority ("EDA") will work with the TCA to effect investment, placemaking, community engagement, and development within Tysons.

R-9 The BOS is authorized pursuant to Va. Code Ann. § 15.2-953 and § 15.2-1204 to make contributions of public funds and property to organizations such as the TCA.

R-10 Both the BOS and the TCA desire to establish the framework within which contributions from the BOS to the TCA shall be accepted and utilized.

NOW THEREFORE, in consideration of the mutual agreement of the parties hereto and in return for any contributions the BOS may make to the TCA, both the BOS and the TCA agree as follows:

A. The TCA Board

TCA Board members should reflect the diversity in the community. The following attributes, skills, and lived experiences should be a component of the TCA Board member values: creative problem-solving, skills in identifying solutions to potential barriers and catalyzing forward movement, ability represent their organization and to engage up, down, and laterally within their organization's structure, consensus-building, collaboration, adaptability/flexibility, and decision-making authority. The Board is comprised of members from the private sector, public sector, and residents and representatives of civic institutions or community groups and at least 51% of the Board shall be made up of private sector representation.

B. TCA Programming Objectives

The TCA will develop four pillars of programs which will include:

a. Communications and Branding
b. Placemaking and Place Management
c. Research and Business Support
d. Transportation and Mobility

a. Communications and Branding

1. The TCA agrees to develop and implement equitable branding, marketing and promotion programs aimed at developing Tysons into a thriving, diverse, and competitive urban community and as a place to do business, invest, develop, reside, shop, enjoy amenities, and, as a result, increase its sense of place and prominence in the local and regional market.

2. The TCA agrees to develop opportunities in Tysons, with an emphasis on facilitating collaboration, enhancing public and private spaces, promoting Tysons, and providing active place management.

3. The TCA will facilitate community cohesion, livability, and honor participants' lived experience through outreach efforts that prioritize equity, establish and maintain trust, enable engaged communications, promote access to information, and utilize inclusive engagement methods. The purpose is to ensure that residents, owners, and stakeholders are informed of unfolding plans for the area and are provided meaningful ways to provide input on decisions impacting Tysons.

b. Placemaking and Place Management

1. The TCA will focus on enhancing Tysons' emerging urban amenities and weaving them into a comprehensive and high-quality network. This will include catalyzing public spaces, creating interim activities and spaces, and creating and managing community-wide programs to engage community members and foster community pride.

2. The TCA will work with Fairfax County, FCPA, the Virginia Department of Transportation ("VDOT"), and all appropriate regulatory bodies to establish a vision and guidelines for a Tysons-wide signage and wayfinding system. This will include planning and implementing programs and addressing ongoing maintenance of improvements.

3. The TCA will create and manage a supportive place activation program. This will encompass a range of events, likely in partnership with other businesses or community organizations. The TCA will coordinate and work in partnership with the FCPA for activation of publicly accessible or publicly owned park spaces.

4. The TCA will have a role in managing the quality of place throughout Tysons. A key element will be to improve the functionality and use of these spaces and promote places and activities taking place within Tysons. Additional services to increase service levels may include elements such as security, neighborhood livability, community ambassadors, and maintenance of public and private features and art, through coordination with the public sector and property owners.

5. The TCA will work with the FCPA to cultivate a world-class publicly accessible park system in Tysons, including the network of privately owned park spaces and those under public ownership.

6. TCA will capitalize on the local community's assets, diversity of people and potential for inclusion with the intention of creating public spaces that improve urban vitality and promote people's health, happiness, well-being, and sense of belonging.

c. Research and Business Support

1. The TCA will develop programs to assist with economic growth and inclusive development. These programs will help to drive new growth within Tysons and support the economic health of the area.

2. The TCA will produce market data and other reports to share with media, real estate brokers, property owners, commercial tenants and public officials. These reports will highlight key indicators and trends regarding data collected on the economic health of Tysons and those working and living there.

3. The TCA will support robust market development through regular meetings with brokers and company marketing directors to better understand needs and direct resources to address current issues.

4. The TCA will champion innovative initiatives and thought leadership to help enhance livability, sustainability, equity, and inclusiveness. This will be done through leveraging organizational platforms and committee structures to convene discussions within the community to catalyze action and progress in key strategic areas.

d. Transportation and Mobility

1. One of the greatest advantages for Tysons is its regional centrality and multimodal transportation network. As Tysons continues to grow, so does the need for continued collaboration to further expand the growing transportation network, prioritizing a convenient, accessible, and well-connected commuting environment. The TCA will coordinate with WMATA, FCDOT, FCPA, VDOT and other stakeholders to promote, or in coordination with FCDOT, to create programs to support County transportation goals to improve the quality of life for all those who work, visit, and live in Tysons. A focus will be placed on multi-modal improvements with special attention on pedestrian, bicycle, transit infrastructure improvements, and engaging the private sector on the importance of prioritizing this infrastructure in the design of their development plans.

2. The TCA will support efforts to promote telework and other alternative work arrangements which minimize peak hour Single Occupancy Vehicle (SOV) use.

3. The TCA will promote the implementation of solutions which facilitate internal mobility for transit users or others who use multi-modal solutions for area access.

C. Plan of Work

The TCA agrees to maintain and conduct an annual review of its Plan of Work, which identifies its goals, objectives, major projects, sources of funding and estimated timelines. A draft Plan of Work shall be shared with DEI for review.

D. Tax Exempt Status

The TCA shall comply with all requirements of the Internal Revenue Service so as to continue to qualify as a 501(c)(3)~~501(c)(6)~~ tax-exempt corporation.

E. Eligible Uses of Funds

All funds the BOS may elect to make available to the TCA hereunder shall be for corporate operations and projects initiated and carried out in accordance with the goals and objectives as set forth in this Memorandum of Understanding, the TCA Articles of Incorporation and Bylaws, and alignment with approved Annual Reviews of the TCA's Plan of Work.

F. Annual Budget Preparation and Approval

The TCA shall prepare an annual budget and submit its funding request to the BOS for approval in accordance with the County's standard budget process outlined in the Contributory Agencies Budget Manual. This MOU does not create any ongoing obligation by the BOS to fund the TCA; annual funding is subject to BOS appropriation.

G. Supplemental Funding

The TCA shall endeavor to augment contributions made to it by the BOS through the following activities:

1. The TCA will, in coordination with the applicable Fairfax County departments, identify, evaluate and pursue federal, state, local and private grant and loan opportunities that may be available for relevant projects, programs, and activities.

2. The TCA will endeavor to supplement BOS contributions by developing alternative revenue streams.

H. Reporting

Annually, within four months of the close of its Fiscal Year, the TCA Executive Director shall submit to the BOS a report of activities from the previous year. The Annual Report shall contain financial and other information identifying and describing the accomplishments of the TCA and the status of projects undertaken by the TCA; such report shall be in sufficient detail and description to enable the BOS to evaluate the TCA's effectiveness and success in achieving its goals and objectives in the Tysons area. The TCA will make this Annual Report available to the public.

I. County Officials or Employees as Directors, Employees or Officers

No County officer, employee, member of the BOS or member of the BOS staff shall be an employee of the Board. Members of Fairfax County boards, commissions and authorities, however, may be directors or officers of the Board provided that no compensation is paid by the TCA to any such director or officer.

J. Conflict

1. The terms of the State and Local Government Conflict of Interests Act ("the Conflicts Act"), Va. Code Ann. §§ 2.2-3100 – 2.2-3132, as amended, are incorporated herein by reference and all directors, officers, and employees of the TCA shall comply with the Conflicts Act, to the extent applicable to such directors, officers, or employees.

2. Directors, officers, and employees of the TCA who are subject to the Conflicts Act shall file, as a condition to assuming or holding office or employment, a disclosure statement of economic interests in the Tysons area and other such information as required by law or requested by the BOS, the BOS's designees or applicable Fairfax County agencies.

K. Dissolution

Upon dissolution or other termination of the TCA, all outstanding fund balances or assets derived from Fairfax County appropriations shall be transferred to the Fairfax County government. All other fund balances and assets shall be disbursed for purposes permitted under the TCA's Articles of Incorporation in accordance with instructions from the Board, and all applicable laws and regulations.

L. Additional Conditions

1. The TCA shall abide by any conditions imposed by the BOS with respect to any contribution made by the BOS to the TCA.

2. This MOU shall not be abrogated, changed or modified without the written consent of the TCA and the BOS.

3. This MOU is assignable to a successor organization to the TCA with the written approval of the BOS.

4. This MOU shall not be construed to abrogate the statutory responsibility of the BOS.

5. At least as often as every five (5) years, the BOS and the TCA shall review this MOU to determine whether any changes in the agreement are desired or if this MOU should be terminated.

6. This MOU shall continue to be in effect until June 30, 2028, unless terminated by the BOS before that date.

7. All Recitals set forth above are to be given full force and effect in construing this MOU.

8. The TCA shall comply with the Virginia Freedom of Information Act, Va. Code Ann. §§ 2.2-3700 – 2.2-3714, as amended.

M. Notice

Notices hereunder and reports and other documents to be furnished to either party in accordance with the terms herein shall be given in writing only directed to the following addresses:

1. If to TCA:

_____

2. If to BOS:
   County Executive
   12000 Government Center Parkway
   Suite 552
   Fairfax, VA 22035

   and

   Office of the County Attorney of Fairfax County
   12000 Government Center Parkway
   Suite 549
   Fairfax, VA 22035
   Attn: County Attorney

3. If to DEI:
   Department of Economic Initiatives
   12015 Lee Jackson Memorial Highway
   Suite 510
   Fairfax, VA 22035

Every such notice shall be deemed to have been given on the date on which it is received or refused by the party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until ten (10) days after the date received.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed by their duly authorized representatives as of the Effective Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,

By: _____
Name: Bryan J. Hill
Title: County Executive

TYSONS COMMUNITY ALLIANCE:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed by their duly authorized representatives as of the Effective Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,

By: _____
Name:
Title:

TYSONS COMMUNITY ALLIANCE:

By: _____
Name:
Title:

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Richmond Highway Bus Rapid Transit Project 2G40-162-004 (Franconia and Mount Vernon Districts)

ISSUE:
The Board of Supervisors (Board) authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-162-004, Richmond Highway Bus Rapid Transit (RHBRT) in Fund 40010, Fairfax County (County) and Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for October 28, 2025, commencing at 4:00 p.m.

TIMING:
The Board action is requested on September 30, 2025, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:
Based on recommendations from a Virginia Department of Rail and Public Transportation (DRPT) study, the Fairfax County Department of Transportation is working with residents, community stakeholders, and partner agencies to plan, design, and construct a Bus Rapid Transit (BRT) system for the Richmond Highway Corridor.

The goal of the BRT system is to increase transit ridership along the corridor, as well as help implement the redevelopment plans envisioned by the County's Embark Comprehensive Plan. BRT is also a precursor to an ultimate Metrorail extension to Hybla Valley. The system is planned to extend along Richmond Highway (Route 1) and North Kings Highway from Fort Belvoir to the Huntington Metrorail Station, in two sections. Section I of the project extends along North Kings Highway from the Huntington Metrorail Station to Richmond Highway, and along Richmond Highway to Gum Springs. Section II extends along Richmond Highway from Gum Springs to Fort Belvoir. The project will provide an upgraded roadway cross section for Richmond Highway, including new bicycle and pedestrian facilities along the corridor and a dedicated transitway for the BRT system.

To better manage the acquisition process, land rights for these improvements have been split into groups. Of the first several groups, acquisitions have been completed on 39 parcels. As negotiations and settlements are ongoing, tallies may change. Of the remaining parcels to be included as part of this hearing, 32 are zoned Commercial and seven are zoned Residential. This grouping of properties must be acquired in order to allow utility relocation to proceed as scheduled.

Negotiations are in progress with the affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, *Va. Code Ann. Sections 15.2-1901 through 15.2-1905* (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

EQUITY IMPACT:
The project area is located across several Census blocks with average to very high Vulnerability levels according to the Fairfax County Vulnerability Index. Residents in this block in low-income occupations range from 32.2%-74.0%, and residents have low educational attainment ranging from 32.7%-63.4%.

The project and this action align with multiple focus areas of the One Fairfax Policy. Construction of the proposed improvements supports focus area 2, safely connecting more housing units to multiple modes of transport. Improved walkability ensures that focus area 8's goal is furthered by improving the quality of life for everyone in the neighborhood by providing a safe, well-maintained travel route between neighborhoods. The overall goal of the project aligns with focus area 11's guidance to protect existing stable neighborhoods and green spaces and thereby allow residents to access transportation modes which promote employment opportunities, housing, amenities, and services for all. Finally, the project promotes focus area 14's goal of providing a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

Land Acquisition (LAD) project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record.

LAD staff, through County contractors and/or agents, engage property owners in their preferred method of communication and at times that are agreeable to the owner. The Division provides transparency of practice and attempts to offer reasonable language and disability accommodation from the start of the acquisition process.

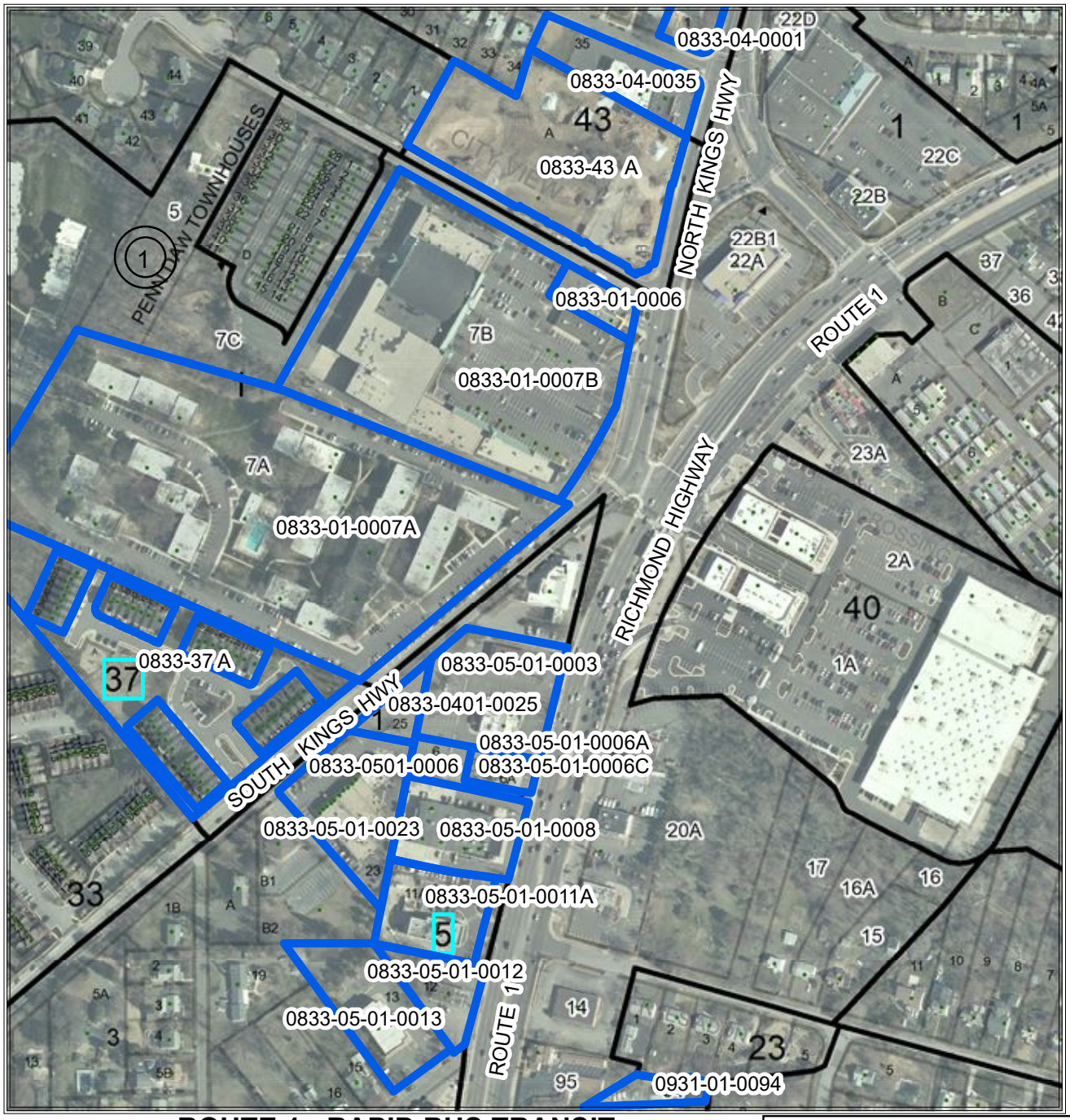
As a result of the project design, ensured by the process used to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:
Funding is available in Project 2G40-162-004, Richmond Highway Bus Rapid Transit (RHBRT) in Fund 40010, County and Regional Transportation Projects. This project is included in the FY 2026 – FY 2030 Adopted Capital Improvement Program (With future Fiscal Years to FY 2035). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:
Attachment 1 - Project Location Map(s)
Attachment 2 - Listing of Affected Properties
Attachment 3 - Public Hearing

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Gregg Steverson, Director, Fairfax County Department of Transportation
Tiya Raju, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:
Hayden Codding, Assistant County Attorney
Randall Greehan, Assistant County Attorney

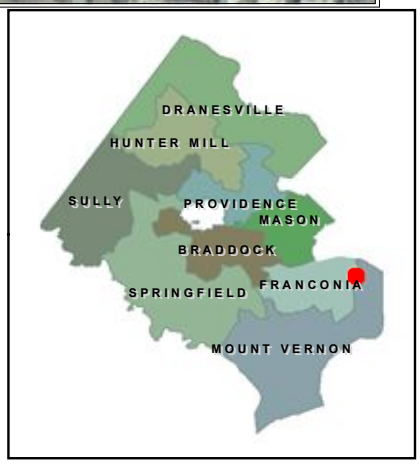


ROUTE 1 - RAPID BUS TRANSIT

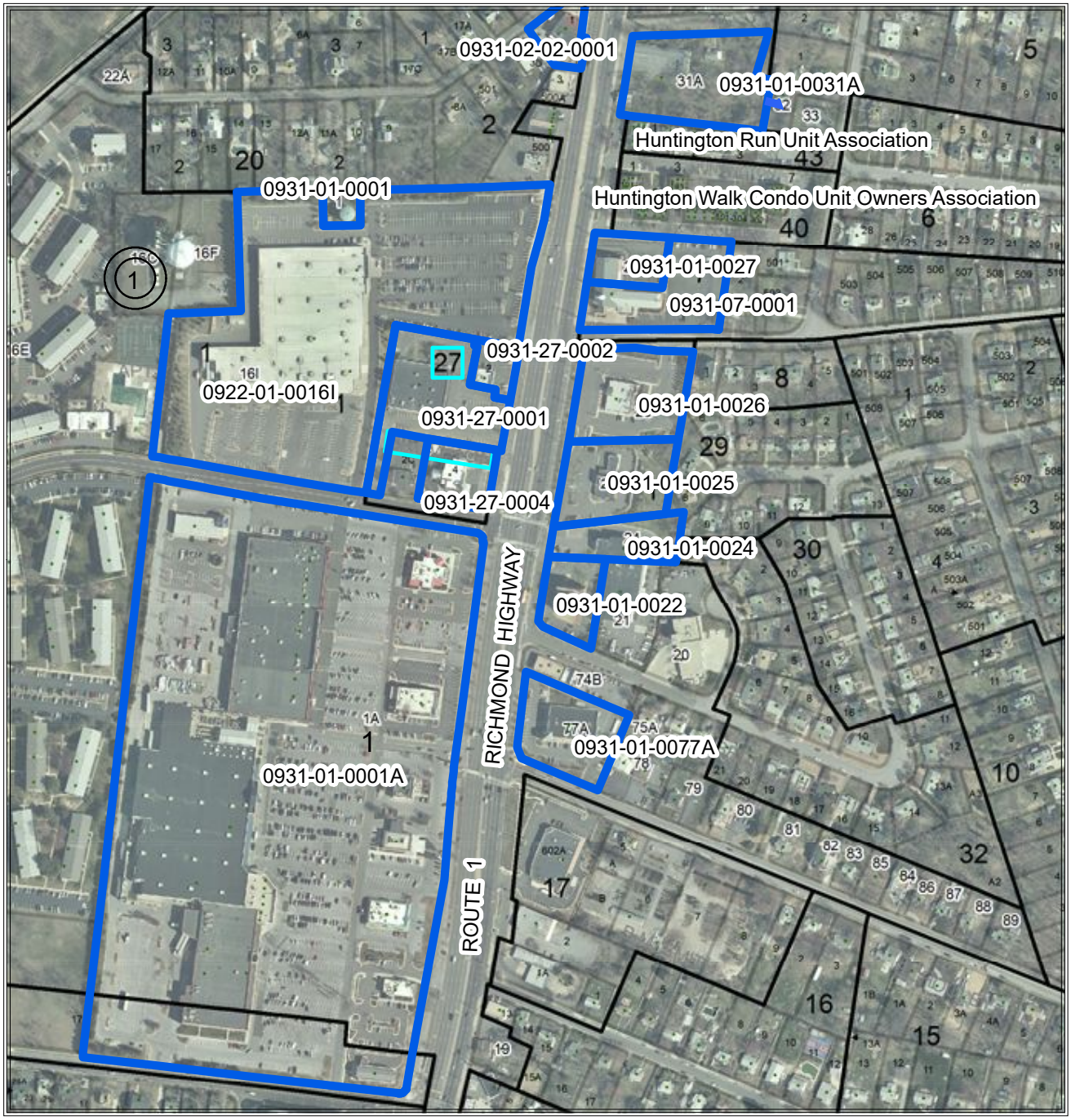
Project : 2G40-162-004

Tax Map: 083-3 **Franconia and Mount Vernon Districts**

Affected Properties:



0 0.035 0.07 0.14 Miles



ROUTE 1 - RAPID BUS TRANSIT

Project : 2G40-162-004

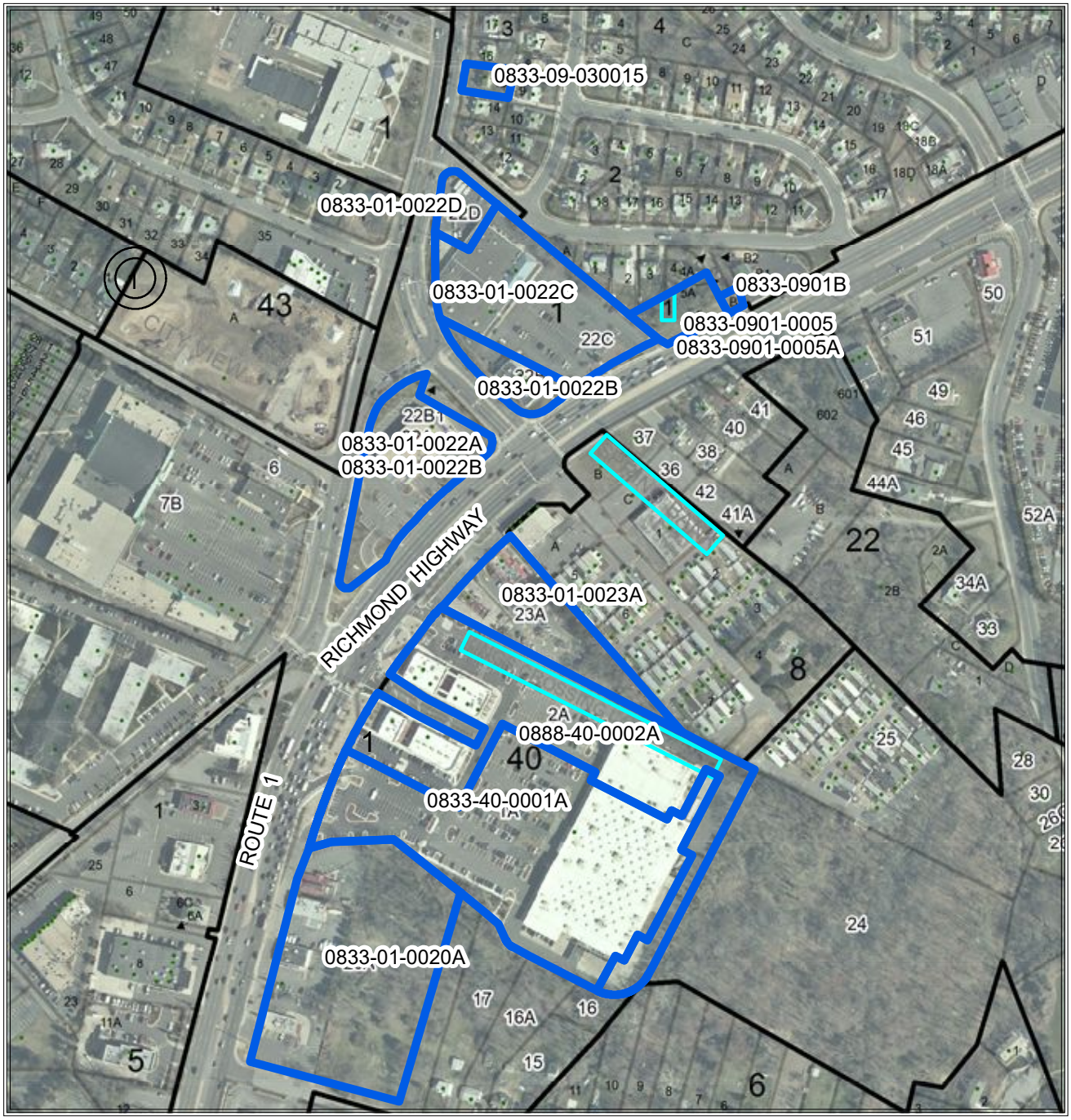
Tax Map: 093-1, 092-2

Franconia and Mount Vernon Districts

Affected Properties:



0 0.045 0.09 0.18 Miles



ROUTE 1 - RAPID BUS TRANSIT

Project : 2G40-162-004

Tax Map: 083-3 **Franconia and Mount Vernon Districts**

Affected Properties:



0 5 10 20 Miles

Attachment 2

LISTING OF AFFECTED PROPERTIES
Project 2G40-162-004 Richmond Highway Bus Rapid Transit (RHBRT)
(Franconia and Mount Vernon Districts)

PROPERTY OWNERS

1. Heirs of Oscar Adhemar Arancibia-Pelaez — 0833-09-03-0015

   Address:
   6111 North Kings Hwy.
   Alexandria, VA 22303

2. A&M Limited Company — 0833-01-0022B

   Address:
   6226 Richmond Hwy.
   Alexandria, VA 22303

3. Kenyon Oil Company
   d/b/a Drake Petroleum Company Inc. — 0833-01-0023A

   Address:
   6239 Richmond Hwy.
   Alexandria, VA 22303

4. Lidl US Operations LLC — 0833-01-0022A
   0833-01-0022B1

   Address:
   6211 North Kings Hwy.
   Alexandria, VA 22303

5. Richmond Highway LLC — 0833-01-0022C
   0833-01-0022D

   Address:
   6220 Richmond Hwy. &
   6117 North Kings Hwy.
   Alexandria, VA 22303

6. Wal-Mart Real Estate Business Trust — 0833-40-0001A

   Address:
   6303 Richmond Hwy.
   Alexandria, VA 22303

7.	Kings Crossing Shops LLC Address: 6301 Richmond Hwy. Alexandria, VA 22303	0833-40-0002A
8.	The Unit Owners Association of Kings Crossing Land Condominium Address: 6301 Richmond Hwy. Alexandria, VA 22303	0833-40-0002A
9.	Richmond Highway LLC Address: Alexandria, VA 22303	0833-0901B 0833-0901-0005 0833-0901-0005A
10.	Neighborhood Health Inc. Address: 6677 Richmond Hwy. Alexandria, VA 22306	0931-01-0022
11.	Beacon Heights LLC Address: 6601 Richmond Hwy. Alexandria, VA 22306	0931-01-0026
12.	Huntington Run Unit Owners Association Address: 6425 Richmond Hwy. Alexandria, VA 22306	0931-42-CONDO
13.	Fairfield Kings Crossing LLC Address: Alexandria, VA 22306	0833-01-0020A

14. Groveton Baptist Church TRS Address: 6511/6511 A Richmond Hwy. Alexandria, VA 22306	0931-07-0001 0931-01-0027
15. 6711 Richmond Highway, LLC Address: 6711 Richmond Hwy Alexandria, VA 22306	0931-01-0077A
16. M & K Realty LLC Address: 6621 Richmond Hwy Alexandria, VA 22306	0931-01-0024
17. Dipippo Associates Ltd Address: 6615 Richmond Hwy. Alexandria, VA 22306	0931-01-0025
18. 44 Alexandria Associates LLC Address: 6421 Richmond Hwy. Alexandria, VA 22306	0931-01-0031A
19. Calvary Presbyterian Church Inc. Address: 6120 N. Kings Hwy. Alexandria, VA 22303	0833-04-0001
20. 1004 Kings LLC Address: 6124 N. Kings Hwy. Alexandria, VA 22303	0833-04-0035

21.	29SC Shelby Property Owner LLC Address: 6200 N. Kings Hwy. Alexandria, VA 22303	0833-43-A
22.	South Alex Subsidiary LLC Address: 6218 N. Kings Hwy. Alexandria, VA 22303	0833-01-0007B 0833T01-0007B
23.	Kings Gardens Apartments Joint Venture Address: 6300 S. Kings Hwy. Alexandria, VA 22306	0833-01-0007A
24.	JCR Krispy Korner Investors, LLC Address: 6328 Richmond Hwy. Alexandria, VA 22306	0833-0501-0008
25.	Potomac Conference Corp. Of Seventh-Day Adventists Address: 2812 Franklin Street Alexandria, VA 22306	0833-0501-0013
26.	Target Corporation Address: 6600 Richmond Hwy. Alexandria, VA 22306	0922-01-0016I
27.	Penn Daw H.J. Limited Partnership Address: 6310 Richmond Hwy. Alexandria, VA 22306	0833-0501-0003 0833-0501-0006 0833-0501-0025

28. Kingsway Limited Partnership — 0833-0501-0023

    Address:
    6327 S. Kings Hwy.
    Alexandria, VA 22306

29. Krispy Kreme Doughnut, Corporation — 0833-0501-0011A

    Address:
    6332 Richmond Hwy.
    Alexandria, VA 22306

30. Yung Won Lee & Hwasik Shin — 0833-0501-0012

    Address:
    6410 Richmond Hwy.
    Alexandria, VA 22306

31. Mt Vernon National Bank And Trust Co
    d/b/a Truist Bank — 0931-27-0004

    Address:
    6618 Richmond Hwy.
    Alexandria, VA 22306

32. Beacon Center LLC — 0931-01-0001A

    Address:
    6700 Richmond Hwy.
    Alexandria, VA 22306

33. Raport Family LP

    Address:
    6610 Richmond Hwy. — 0931-27-0002
    Alexandria, VA 22307

    6612 Richmond Hwy — 0931-27-0001
    Alexandria, VA 22306

34. 803 Kings St. LLC — 0931-01-0094

    Address:
    6415 Richmond Hwy.
    Alexandria, VA 22306

35. Huntington Walk Condominium Unit Owners Association — 1013-03-CONDO

    Address:
    6429 Richmond Hwy.
    Alexandria, VA 22306

36. Trend Investment Group — 0833-01-0006

    Address:
    6216 N. Kings Hwy.
    Alexandria, VA 22306

37. Huntington Grove II, HOA — 0833-37-A

    Address:
    S. Kings Hwy at Huntington Grove Square
    Alexandria, VA 22306

38. Hein Tu & Ha D Ngo — 0833-05-01-0006A
    0833-05-01-0006C

    Address:
    6324 Richmond Hwy.
    Alexandria, VA 22306

39. Edith W. Skidmore — 0931-02020001

    Address:
    6416 Richmond Hwy.
    Alexandria, VA 22309

Attachment 3

NOTICE OF PUBLIC HEARING

A public hearing will be held commencing at 4:00 p.m., on Tuesday, October 28, 2025, in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on the acquisition of certain land rights necessary for the construction of Project 2G40-162-004, Richmond Highway Bus Rapid Transit (RHBRT) (Franconia and Mount Vernon Districts).

This project consists of widening of State Route 1 – Richmond Highway to allow for the construction of dedicated bus lanes and an additional vehicular travel lane in each direction, along with active transportation improvements that include connectivity improvements and bicycle and pedestrian facilities with the installation of ADA-compliant ramps. The project will take place approximately from the Huntington Metrorail Station along North Kings Highway connecting to Route 1 Richmond Highway approximately from Quander Road south to Sherwood Hall Lane. Properties affected by this phase of the project are located along North Kings Highway, South Kings Highway, Franklin Street, and Richmond Highway. Acquisitions, in whole or in part, will need to take place on properties including Tax Map Nos 0833-09-03-0015, 0833-01-0022B, 0833-01-0023A, 0833-01-0022A, 0833-01-0022B1, 0833-01-0022C, 0833-01-0022D, 0833-40-0001A, 0833-40-0002A, 0833-40-0002A, 0833-0901B, 0833-0901-0005, 0833-0901-0005A, 0931-01-0022, 0931-01-0026, 0931-42-CONDO, 0833-01-0020A, 0931-07-0001, 0931-01-0027, 0931-01-0077A, 0931-01-0024, 0931-01-0025, 0931-01-0031A, 0833-04-0001, 0833-04-0035, 0833-43-A, 0833-01-0007B, 0833T01-0007B, 0833-01-0007A, 0833-0501-0008, 0833-0501-0013, 0922-01-0016I, 0833-0501-0003,

0833-0501-0006, 0833-0501-0025, 0833-0501-0023, 0833-0501-0011A, 0833-0501-0012, 0931-27-0004, 0931-01-0001A, 0931-27-0002, 0931-27-0001, 0931-01-0094, 1013-03-CONDO, 0833-01-0006, 0833-37-A, 0833-05-01-0006A, 0833-05-01-0006C and 0931-02020001

Plans and plats describing the work proposed to be done and the property interests to be acquired for this project are on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia 22035. Any person desiring to speak at the public hearing may call the Clerk to the Board at 703-324-3151 or may appear and be heard.

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing to Consider an Ordinance Expanding the Edison Residential Permit Parking District, District 50 (Franconia District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Edison Residential Permit Parking District (RPPD), District 50, to include the north side of Woodway Drive from Gum Street to the east end; and, the south side of Woodway Drive from the western property boundary of 5505 Woodway Drive to the east end.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for October 28, 2025, at 4:00 p.m., to consider adoption of the proposed amendment to Appendix G to expand the Edison RPPD, District 50.

TIMING:
Board Action is requested on September 30, 2025, to provide sufficient time for advertisement of a public hearing for October 28, 2025, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of The Code of the County of Fairfax, Virginia, authorizes the Board to establish and/or expand an RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.
Residents of Woodway Drive have petitioned for the expansion of District 50 due to a high

number of student vehicles parked on the residential street during school hours. Staff have verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Edison High School and thus qualify for expansion of the RPPD. Staff have also verified that all other requirements to expand the RPPD discussed above have been met.

EQUITY IMPACT:
The project area is located within a low vulnerability index. Approximately 13% of residents in this Census tract are in low-income occupations, and approximately 9% of the residents speak English less than well. Establishing residential parking restrictions to prohibit non-resident vehicles during restriction hours through community engagement and public hearing supports One Fairfax Focus Area 8 by fostering trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding of approximately $980 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix G
Attachment 2: Map Depicting Proposed Expansion of Edison RPPD, District 50

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT
Beverly Duran, Transportation Planner, FCDOT

ASSIGNED COUNSEL:
F. Hayden Cotting, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

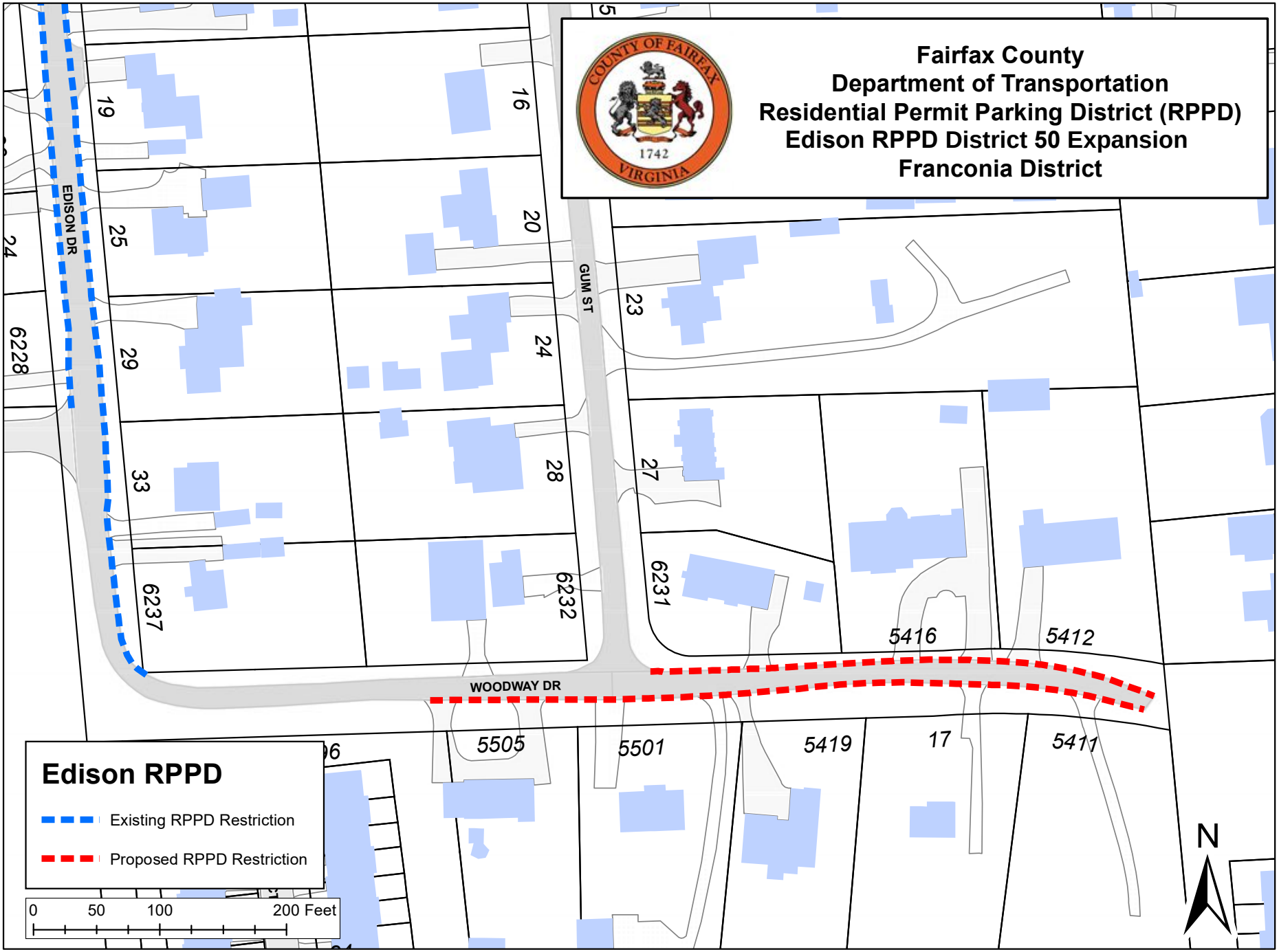
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street block in Appendix G-50, Section (b)(2), Edison Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Woodway Drive (Route 3568):

On the north side from Gum Street to the east end; and, the south side from the western property boundary of 5505 Woodway Drive to the east end.

Attachment 2



Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 8

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bath Street (Franconia District)

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

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a traffic calming plan for Bath Street (Attachment 2) consisting of the following:

- Four Speed Humps on Bath Street (Franconia District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:
Board action is requested on September 30, 2025, to allow the proposed measure(s) to be installed as soon as possible.

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

On July 29, 2025, FCDOT received verification from the Franconia District Supervisor's office confirming community support for the Bath Street traffic calming plan.

Board Agenda Item
September 30, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $82,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Traffic Calming Resolution for Bath Street.
Attachment 2: Traffic Calming Plan for Bath Street.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
BATH STREET
FRANCONIA DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 30, 2025, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Bath Street have requested the Franconia District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Bath Street; and

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

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

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

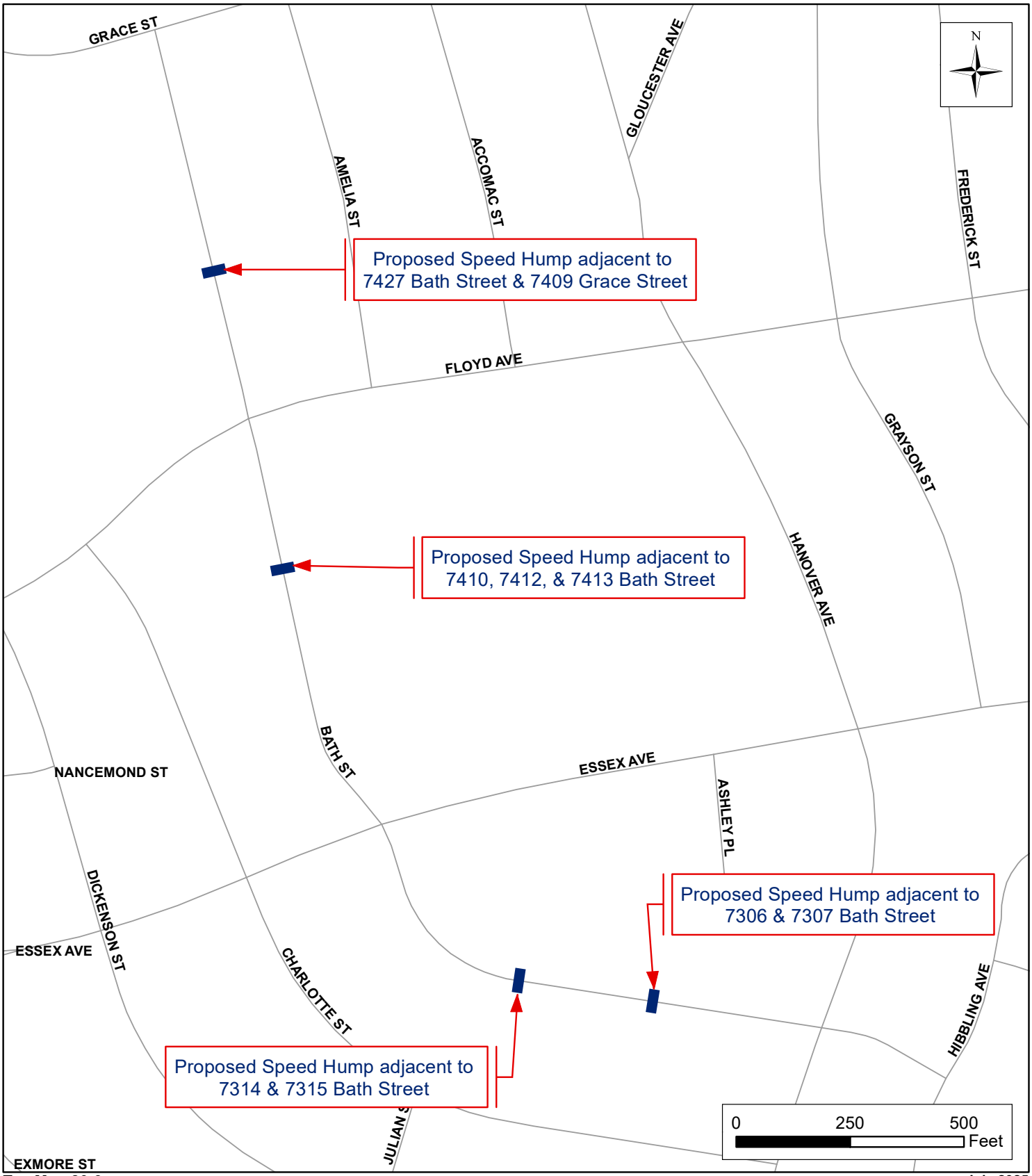
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 30th day of September, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map:80-3

July 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Bath Street
Franconia District

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 9

Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Arley Drive (Springfield District)

ISSUE:
Board endorsement of a "Watch for Children" sign as part of the Residential Traffic Administration Program (RTAP).

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

- One "Watch for Children" sign on Arley Drive (Springfield District)

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

TIMING:
Board action is requested on September 30, 2025, to help facilitate prompt installation of the proposed signage.

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

On August 11, 2025, FCDOT received verification from the Springfield District Supervisor's Office confirming community support for one "Watch for Children" sign on Arley Drive.

EQUITY IMPACT:
None.

Board Agenda Item
September 30, 2025

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

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 10

Approval of a Resolution Endorsing Projects Being Submitted to the Northern Virginia Transportation Authority for Fiscal Year 2026 to Fiscal Year 2031 Regional Funding (Franconia and Mount Vernon Districts)

ISSUE:
Board of Supervisors' (Board) approval is requested for the Fairfax County Department of Transportation (FCDOT) to apply for FY 2026-2031 funding from the Northern Virginia Transportation Authority (NVTA), along with a resolution of endorsement and support (Attachment 1) for the County's submittal and projects submitted by other jurisdictions and agencies that benefit Fairfax County. The projects are summarized in Attachment 2. If awarded funding, FCDOT staff will submit additional Board Items as needed to accept the award and execute agreements for implementation.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing and endorsing Fairfax County's submission for NVTA's regional funding program and supporting other projects submitted by other jurisdictions and agencies that benefit Fairfax County.

TIMING:
Board action is requested on September 30, 2025, so that required Board endorsement can be submitted by the October 31, 2025, endorsement deadline. NVTA is expected to approve projects for its regional transportation funding in July 2026.

BACKGROUND:
At its meeting on April 10, 2025, NVTA approved its "Call for Regional Transportation Projects for the FY 2026–2031 Six-Year Program (SYP) Update". The majority of regional funding provided for transportation projects, as allocated by NVTA, will be provided in the last two years of the program (FY 2030 and FY 2031), as the last SYP provided funding through FY 2029. Funding for these capital projects is provided by the 70 percent share of regional revenues that NVTA retains. Project applications were submitted on July 31, 2025, and supporting resolutions are due by October 31, 2025.

All projects considered for regional revenues are subject to a regional evaluation process that uses multiple inputs, including:

- Eligibility: Projects must be included in NVTA's unconstrained long-range plan,

TransAction (may be a subset), and must be wholly (or substantially) located in Northern Virginia.

- Quantitative Factors:
  - Congestion Reduction Relative to Cost (CRRC): As required by Virginia Code, NVTA must give priority to projects with the highest CRRC ratios.
  - TransAction Rating: Technical analysis from TransAction, including measures such as duration of severe congestion, access to jobs, potential for safety and security improvements, and vehicle emissions.
  - Long Term Benefit (LTB): Virginia Code provides that over time, each member locality's total long-term benefit must be approximately proportional to the revenues attributable to that jurisdiction. NVTA staff will apply principles approved by NVTA in 2014.
- Qualitative Considerations: Takes into account factors that cannot easily be considered in a formula, such as modal balance, leveraging of other funding sources, project readiness, and past performance.
- Public Comment: An NVTA Public Hearing/Open House will be held, with a period for public comment, in spring 2026.

The total amount of NVTA regional funding expected to be available during this time is currently unknown. However, the amount awarded during the last SYP update was $696 million.

Fairfax County's total request for FY 2026-2031 funding from NVTA is $463 million. County staff submitted an application focused on fully funding the Richmond Highway (US Route 1) Bus Rapid Transit (BRT) project to NVTA for regional funding consideration. The Richmond Highway Bus Rapid Transit (BRT) project is a transportation initiative that includes a 7.4-mile section of dedicated bus lane and mixed traffic transit service from Huntington Metro Station to Fort Belvoir. The project will feature nine BRT stations, pedestrian and bicycle facilities, and safety enhancements to provide faster, more reliable transit service. The project is included in the Transportation Priorities Plan (TPP) adopted by the Board of Supervisors on December 3, 2019, as well as the draft 2025-2030 TPP.

NVTA requires applicants to coordinate applications with all affected jurisdictions. Additionally, applicants for projects near adjacent jurisdictions often request support during this process. The following jurisdictions are seeking Fairfax County Board support:

- Town of Herndon
  - Reconstruct South Elden Street, Herndon Parkway to Sterling Road
- Arlington County
  - South George Mason Drive Multimodal Improvements
- City of Falls Church

    - Haycock Road Shared Use Path Project
- Loudoun County
    - North Collector Road
- Cities of Manassas and Manassas Park, and Prince William County
    - VRE Manassas Line Rail to Trail

EQUITY IMPACT:
The BRT project provides positive benefits, including new or improved transit facilities and capital, as well as road, bicycle, and pedestrian improvements. As such, the BRT project has the potential to positively impact equity through a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provide accessible mobility solutions. Additionally, this project and the other regional projects may positively contribute to environmental equity through equitable distribution of environmental benefits across the projects.

FISCAL IMPACT:
There is no local cash match associated with the revenues, and no impact to the General Fund. If the County is awarded funding, staff will submit items to execute Standard Project Agreements with NVTA.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Endorsement Resolution for Projects Being Submitted to the Northern Virginia Transportation Authority for Regional Funding for FY 2026 – FY 2031
Attachment 2 – List of Projects for Northern Virginia Transportation Authority (NVTA) Regional Funding Consideration (FY 2026-2031)

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Brent Riddle, Chief, Coordination Section, FCDOT
Sara Allred, Senior Transportation Planner, Coordination Section, FCDOT

ATTACHMENT 1

RESOLUTION

PROJECT ENDORSEMENT RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 30, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby endorses and approves the submission to the Northern Virginia Transportation Authority (NVTA) requesting $463,000,000 in regional funding for FY 2026 – FY 2031 for the Richmond Highway Bus Rapid Transit project / TransAction ID 39 (Route 1 BRT).

BE IT FURTHER RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby also supports applications to NVTA for FY 2026 – FY 2031 funding, for the following projects located in, or near, Fairfax County:

- Reconstruct South Elden Street - Herndon Parkway to Sterling Road – Town of Herndon
- South George Mason Drive Multimodal Improvements – Arlington County
- Haycock Road Shared Use Path Project – City of Falls Church
- North Collector Road – Loudoun County
- VRE Manassas Line Rail to Trail – City of Manassas, City of Manassas Park, and Prince William County

ADOPTED this 30th day of September, 2025.

A Copy Teste:

_____

Jill G. Cooper
Clerk for the Board of Supervisors

List of Recommended Projects for Northern Virginia Transportation Authority (NVTA) Regional Funding Consideration (FY 2026-2031)

Project	Project Description
Richmond Highway Bus Rapid Transit - Phases I & II	The Richmond Highway Bus Rapid Transit (BRT) Project is a transit project that will run in mixed traffic from Huntington Metrorail Station along North Kings Highway and in a separate travel lane within the median of Richmond Highway (US Route 1) to Fort Belvoir. The project includes a median reserved for transit elements (i.e. stations, transitway, etc.), a sidewalk, two-way cycle track for cyclists, and nine BRT stations.

List of Adjacent Jurisdiction Projects for Northern Virginia Transportation Authority (NVTA) Regional Funding Consideration (FY 2026-2031)

Project / Jurisdiction	Project Description
Reconstruct South Elden Street between Herndon Parkway and Sterling Road / Town of Herndon	The project includes signalization and capacity improvements at each intersection as well as streetscape, bike, pedestrian, and transit access improvements with connections to Centreville Road in Fairfax County. It will improve the existing 5-lane section to a 4-lane section with a raised median and dedicated turning lanes, as well as an ADA-compliant shared-use path. The purpose of this project is to enhance safety and multimodal circulation for drivers, pedestrians, bicyclists, and transit riders, facilitating access to local and regional destinations. Additionally, two planned Bus Rapid Transit lines will potentially run through the length of the project to connect between Sterling and Innovation Metrorail Station, which this project can accommodate.
South George Mason Drive Multimodal Improvements / Arlington County	The project includes reconstructing South George Mason Drive to a new roadway section with two travel lanes in each direction and a multi-use trail on the east side between Columbia Pike and South Four Mile Run Drive, and two travel lanes in each direction and a multi-use trail on the west side between South Four Mile Run Drive and South Dinwiddie Street at the Arlington County / Fairfax County border.

Haycock Road Shared Use Path / City of Falls Church	The project, which connects to the Fairfax County Shreve Road Project, is a new multi-use path to better connect the W&OD Trail with the West Falls Church Metrorail Station. The project is located on the East Side of Haycock Road and runs from the intersection of Route 7 and Shreve Road to the intersection of Haycock Road and Falls Church Drive.
North Collector Road / Loudoun County	To mitigate east-west traffic congestion on Route 50 between Loudoun County Parkway and Route 28, Loudoun County is investigating the viability of building the North Collector Road. The project is a parallel east-west road, north of Route 50, using a portion of the Dulles Airport property, that connects Tall Cedars Parkway in Loudoun County, to the Route 28/Air and Space Museum Parkway interchange in Fairfax County. It is anticipated that some vehicle trips which currently use Route 50 will utilize this new roadway that can shorten travel times for drivers looking to access Route 28 for destinations north and south in Fairfax County.
VRE Manassas Line Rail to Trail / City of Manassas, City of Manassas Park, Prince William County (Joint Application)	This project constructs a trail that would connect 5 jurisdictions in Northern Virginia, ending in Fairfax County at Bull Run Trail. Its current focus is Historic Downtown Manassas and Park Central in Manassas Park and the trail will provide access to green spaces and parks such as Mayfield Fort, Signal Hill Park, Blooms Park, and Bull Run Occoquan Trail. It will also provide access to two VRE stations.

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 11

Supplemental Appropriation Resolution AS 26089 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Department for Aging and Rehabilitative Services to Pass Through Funding to Washington Area Villages Exchange for the Virginia Villages Aging Well in Community Pilot Project

ISSUE:
Board of Supervisors approval of Supplemental Appropriation Resolution AS 26089 for the Department of Neighborhood and Community Services (NCS) to accept grant funding totaling $400,000 from the Virginia Department for Aging and Rehabilitative Services (DARS). This funding was included in the Virginia Appropriations Act 2025, Item 315 P, and is for the Washington Area Villages Exchange (WAVE); however, the state stipulated that the funding must pass through the County. Funding will support implementation of a pilot project to reduce the public health risk of social isolation among older Virginians. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 26089 to accept funding from the Virginia Department for Aging and Rehabilitative Services in the amount of $400,000, which will be passed through to the WAVE. No Local Cash Match is required, and no new grant positions are associated with this funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:
Board approval is requested on September 30, 2025.

Board Agenda Item
September 30, 2025

BACKGROUND:
The Virginia Villages Collective (VVC) is a collaboration of Virginia's 18 Villages, operating under the fiscal sponsorship of the WAVE. The Villages model is a community-based network of neighbors helping older adults remain in their homes by providing mutual support and access to services. The mission of VVC is to increase awareness of the Villages model and its benefits; promote the development of new Virginia Villages; foster the growth and sustainability of existing Villages; and establish partnerships with other organizations serving older Virginians and their caregivers.

The WAVE is the largest and oldest regional association of Villages in the country, serving 81 Villages in Virginia, West Virginia, Maryland, and the District of Columbia. It is a 501(c)(3) organization, chartered in the Commonwealth of Virginia in 2012. WAVE's mission is to facilitate networking, educational, charitable, and collaborative activities among Villages, agencies, and services organizations. Among its purposes are to increase awareness of the existence, potential, and variety of Villages as well as methods of creating and sustaining them. WAVE actively promotes the Village movement and supports the development and growth of Villages.

The Virginia Appropriations Act 2025 includes funding for the WAVE pilot project to reduce social isolation among older Virginians by strengthening and growing existing Villages and fostering the development of new Villages with an emphasis on underserved areas. The funding is required to pass through the County. A Memorandum of Understanding, which includes a detailed scope of work for the project, has been drafted between the County and WAVE (Attachment 2) and will be executed upon Board of Supervisors approval.

EQUITY IMPACT:
Many older adults face challenges accessing services, transportation, and opportunities that are critical to their physical, social, and emotional well-being and that allow them to live and remain in their communities as they age. This funding supports a model that addresses these challenges, brings together communities and neighbors to support the older adult population, and focuses on vulnerable and underserved populations who may not have access to these services.

FISCAL IMPACT:
Funding in the amount of $400,000 from DARS is included in the Virginia Appropriations Act 2025 and is for the WAVE; however, the state stipulated that funding must pass through the County. No Local Cash Match is required. Recovery of indirect costs is not allowed. This action does not increase the expenditure level of the Federal-State grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026.

Board Agenda Item
September 30, 2025

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

ENCLOSED DOCUMENTS:
Attachment 1: Mandated Transfer of Funds Agreement
Attachment 2: Memorandum of Understanding Between Fairfax County and the Washington Area Villages Exchange
Attachment 3: Supplemental Appropriation Resolution AS 26089

STAFF:
Christopher Leonard, Deputy County Executive
Lloyd Tucker, Director, Neighborhood and Community Services (NCS)
Chadwick Pressey, Deputy Director, NCS
Patricia Arriaza, Program Manager, NCS

COMMONWEALTH OF VIRGINIA
DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES

KATHRYN A. HAYFIELD
Commissioner

8004 Franklin Farms Drive
Henrico, VA 23229

Office (804) 662-7000
Toll free (800) 552-5019
TTY Toll free (800) 464-9950
Fax (804) 662-7644

Mandated Transfer of Funds Between:

The Virginia Department for Aging and Rehabilitative Services (DARS)

and

County of Fairfax

Purpose

In accordance with the 2025 Appropriation Act Item, Item 315 P., the Department for Aging and Rehabilitative Services (DARS) will transfer $400,000 to the County of Fairfax. These funds shall be used solely for the following purposes stated in Item 315 P.:

P. Out of this appropriation, $400,000 the second year from the general fund shall be provided to the County of Fairfax to support the Washington Area Villages Exchange for the creation of a pilot program to reduce the public health risk of social isolation among older Virginians by expanding the availability of Villages to additional sites.

Payment

Upon receipt of invoice, DARS will process a single lump sum payment in the amount of $400,000 based on the County of Fairfax's Cardinal account via electronic remittance. The invoice must be received no later than December 31, 2025. The payment will be processed in accordance with the Prompt Pay Act.

_____ _____

Kathryn A. Hayfield, DARS Commissioner Date

_____ _____

Bryan J. Hill, County Executive, County of Fairfax Date

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Memorandum of Understanding

Between

Fairfax County

And

Washington Area Villages Exchange

For the

Virginia Villages: Aging Well in Community Pilot Project

The Commonwealth of Virginia through the Virginia Department for Aging and Rehabilitative Services ("DARS") has provided contributory funding of $400,000 to Fairfax County through a Mandated Transfer of Funds agreement. The purpose of the funding is to support the Washington Area Villages Exchange for the creation of the Virginia Villages: Aging Well in Community Pilot Project (hereinafter "Pilot Project") to reduce the public health risk of social isolation among older Virginians by expanding the availability of Villages to additional sites.

This Memorandum of Understanding (hereinafter "MOU") establishes the expectations and responsibilities of Fairfax County and the Washington Area Villages Exchange (hereinafter "WAVE'') with respect to the Pilot Project.

A. BACKGROUND

The Virginia Villages Collective (hereinafter "VVC") is a collaboration of Virginia's 18 Villages, operating under the fiscal sponsorship of the WAVE. VVC activities are guided by a steering group of eight Village representatives, working in consultation with the other members of the Virginia Village community, and under the oversight of the WAVE Board of Directors. The mission of VVC is to increase awareness of the Village model and its benefits, promote the development of new Virginia Villages, foster the growth and sustainability of existing Villages, and establish partnerships with other organizations serving older Virginians and their caregivers.

WAVE is the largest and oldest regional association of Villages in the country, serving 81 Villages in Virginia, West Virginia, Maryland, and the District of Columbia. It is a 501(c)(3) organization, chartered in the Commonwealth of Virginia in 2012. WAVE's mission is to facilitate networking, educational, charitable, and collaborative activities among Villages, agencies, and services organizations. Among its purposes is to increase awareness of the existence, potential and variety of Villages, and of methods of creating and sustaining them. WAVE actively promotes the Village Movement and supports the development and

growth of Villages. WAVE provides a forum that enables Villages to share experiences and ideas to strengthen their programs and services for older adults.

$400,000 in funding is directed to the Washington Area Villages Exchange (WAVE), as fiscal sponsor for the VVC, to establish a statewide pilot project to reduce social isolation among older Virginians. The project has two purposes: 1) to strengthen and grow existing Villages to serve additional sites and 2) to foster the development of new Villages with emphasis on underserved areas.

B. PURPOSE AND SCOPE

Fairfax County and WAVE will cooperate to ensure appropriate use and disbursement of funds for administration of the Pilot Project.

1. Fairfax County and WAVE are collaborating to comply with the provisions of the 2025 Appropriation Act Item 315 P.

2. The collaboration is intended to benefit the citizens of Fairfax County and the Commonwealth.

3. The funding provided under this MOU will be used solely to support the Washington Area Villages Exchange for the creation of a pilot program to expand the availability of Villages to serve additional sites to address the public health risk of social isolation among older Virginians by

a. strengthening and growing existing Villages to serve additional members, and

b. fostering the development of new Villages with an emphasis on underserved areas.

C. RESPONSIBILITIES

1. Fairfax County will:

a. Serve as fiscal conduit for the Project by transferring the $400,000 in state-appropriated funds to WAVE upon full execution of this MOU;

2. WAVE will:

a. Provide all financial, legal, human resources, insurance, tax and regulatory compliance, and other administrative support functions for the pilot project;

b. Directly manage all revenue and expenses and provide transparency and accountability to DARS for the use of funds;

c. Work cooperatively with VVC to oversee and support the Pilot Project scope of work dated July 10, 2025, a copy of which is attached hereto.

D. MISCELLANEOUS

1. Term. The term of this MOU is from date of execution through June 30, 2026, and may be extended upon written mutual agreement.

2. Authority. The person executing this MOU on behalf of WAVE hereby certifies and warrants to the County that they have the authority to do so and the authority to bind WAVE to the terms of this MOU.

3. Choice of Law. This MOU shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the Commonwealth of Virginia.

4. Counterparts/Electronic Signatures. This MOU may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. This MOU may be executed using electronic signatures and delivered by electronic means. If electronic signatures are used, WAVE and Fairfax County agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

E. ACCEPTANCE

Washington Area Villages Exchange	Fairfax County Government
Signature: DocuSigned by: Laila Riazi 188EF3F47B3C47C...	Signature:
Name: Laila Riazi	Name: Bryan J. Hill
Title: President, WAVE BOD	Title: County Executive
Date: 8/15/2025	Date:

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VIRGINIA VILLAGES: AGING WELL IN COMMUNITY PILOT PROJECT

July 10, 2025

BACKGROUND

The Virginia General Assembly has appropriated $400,000 in FY 2026 from the General Fund for the creation of a pilot project to reduce the public health risk of social isolation among older Virginians by expanding the availability of Villages. Social isolation is the second highest concern (after affordable housing) among Virginia's Aging Network professionals. Virginia's 18 Villages have demonstrated their effectiveness in countering this public health issue and supporting the independence of older adults. The Village operating principle of neighbor-helping-neighbor fosters personal relationships and enables members to expand their social circle, explore common interests with others, get information for managing aging issues, and engage in meaningful service. Villages also offer practical peer-to-peer help with everyday tasks.

This pilot project is an extension and expansion of the volunteer work that the Virginia Villages Collective (VVC) has been doing for over two years, which began with providing input to the 2023-2027 State Plan for Aging Services. In comments to the State Plan, VVC proposed a pilot program to expand and support Villages as a cost-effective strategy to complement and extend the work of Area Agencies on Aging and other community-based organizations in reaching underserved populations and combatting social isolation in older Virginians. The final State Plan included in Goal 4 (Bolster awareness of, and increase access to, person-centered long-term services and supports), and Objective 4.3 (Older Virginians have access to accessible, affordable, integrated and safe housing in the community and across the continuum of long-term services and supports), a recommendation to "Share information about Villages, which facilitate and support aging in place and in the community."

PILOT PROJECT PURPOSE

In the legislation funding was directed to the Washington Area Villages Exchange (WAVE), as fiscal sponsor for the Virginia Villages Collective, to establish a statewide pilot project to reduce social isolation among older Virginians. The project has two purposes: 1) to strengthen and grow existing Villages and 2) to foster the development of new Villages with emphasis on underserved areas.

VALIDATION OF PILOT RESULTS

The Department of Aging and Rehabilitative Services (DARS) has requested an evaluation of the pilot program. This will require an assessment of progress building the capacity of existing Villages and starting new Villages, a summary of lessons learned, and an analysis of the resulting impact on social isolation of older Virginians. A third-party evaluator will be selected to perform process and outcome assessments.

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PILOT PROJECT ORGANIZATION

The Virginia Villages Collective (VVC) is a collaboration of Virginia's 18 Villages, operating under the fiscal sponsorship of the Washington Area Villages Exchange (WAVE). VVC activities are guided by a steering group of eight Village representatives, working in consultation with the other members of the Virginia Village community, and under the oversight of the WAVE Board of Directors. The mission of VVC is to increase awareness of the Village model and its benefits, promote the development of new Virginia Villages, foster the growth and sustainability of existing Villages, and establish partnerships with other organizations serving older Virginians and their caregivers.

VVC's role in the project will include the following:

- Continue to build a robust network of connections with key organizations serving older adults in the Commonwealth and other stakeholders through its educational and advocacy outreach efforts
- Continue to recruit potential Village sponsors and coordinate with Virginia Villages to assess their needs and priorities
- Advise and support the work of the project manager and make key policy, staffing, financial and strategic direction decisions in an advisory relationship with WAVE
- Monitor work progress and assist WAVE with preparing financial and other reports required by Fairfax County and/or DARS

WAVE is the largest and oldest regional association of Villages in the country, serving 81 Villages in Virginia, West Virginia, Maryland, and the District of Columbia. It is a 501(c)(3) organization, chartered in the Commonwealth of Virginia in 2012. WAVE's mission is to facilitate networking, educational, charitable, and collaborative activities among Villages, agencies, and services organizations. Among its purposes is to increase awareness of the existence, potential and variety of Villages, and of methods of creating and sustaining them. WAVE actively promotes the Village Movement and supports the development and growth of Villages. WAVE provides a forum that enables Villages to share experiences and ideas to strengthen their programs and services for older adults.

As fiscal sponsor, WAVE's role in the project will include the following:

- Provide all financial, legal, human resources, insurance, tax and regulatory compliance, and other administrative support functions for the pilot project
- Directly manage all revenue and expenses
- Work cooperatively with VVC to oversee and support project work and to provide transparency and accountability for the use of funds

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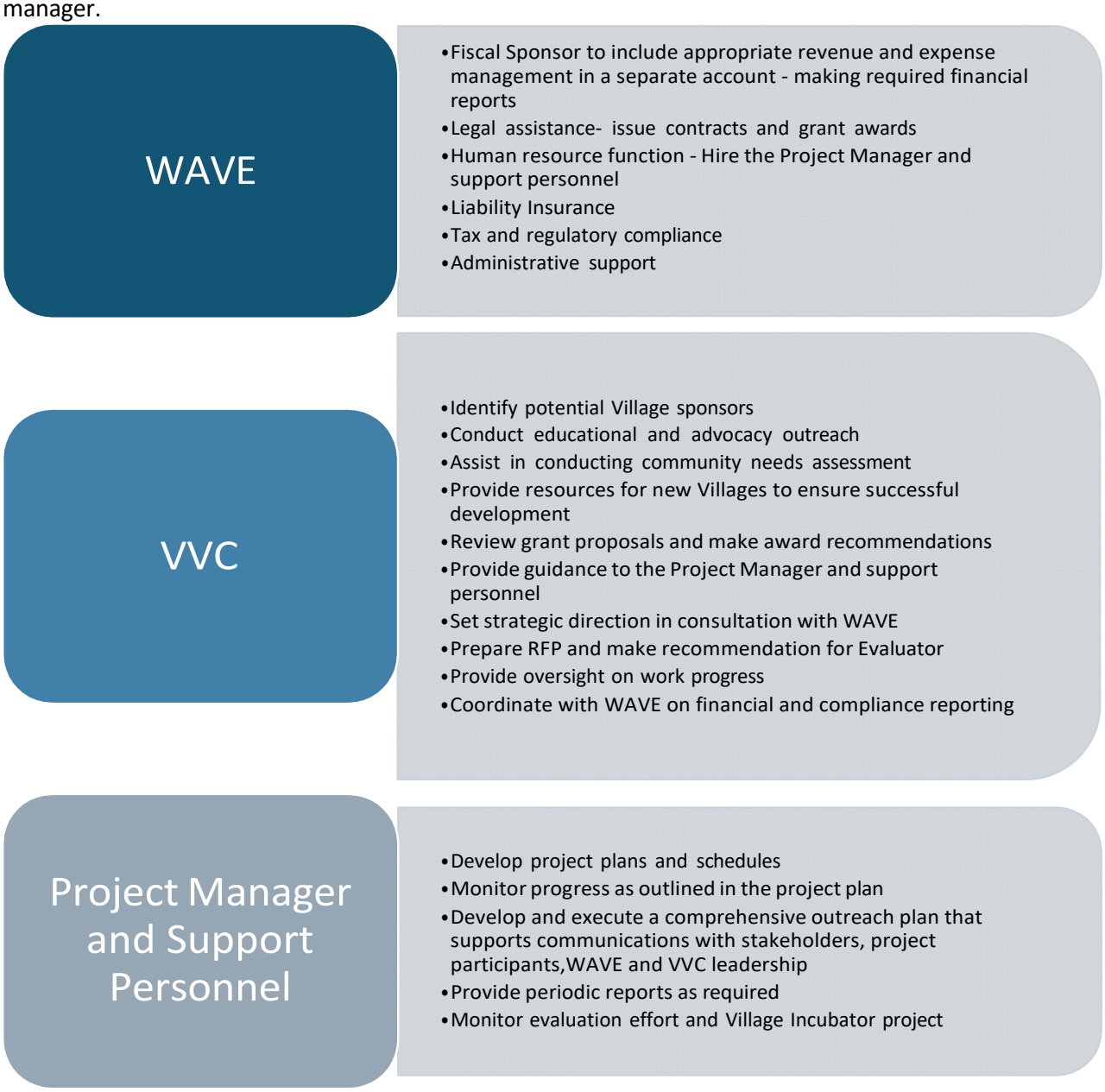
The following graphic provides further details on the roles of WAVE, VVC and the project manager.



SCOPE OF WORK

Task 1: Project Initiation

WAVE/VVC will do the following to lay the foundation for the project:

- Select a project manager to supplement the work of WAVE administrative personnel and VVC volunteers.
- Select an independent project evaluator through a competitive RFP process
- Identify a three-to-five-person grant evaluation team (volunteers) to review Village grant applications and make awards
- Finalize a contract with Village Movement California for its Village Incubator Program, which provides the framework and support for launching a Village. See Task 4 below.

Performance Objectives:

1. Develop the foundation for the project
2. Ensure roles and responsibilities are clear

Schedule

July/August/September:

Parameters for Project

1. Identify DARS and Fairfax County points of contact for project oversight
2. Review project monitoring process
3. Define financial and other reporting requirements
4. Sign appropriate agreements with DARS and Fairfax County

Project staff

1. July – Prepare position descriptions and publicize
2. August – Interview applicants
3. September – Make contingent offers
4. Hire as soon as funding is available

Grant review committee

September –Select reviewers

Project evaluator

1. July – prepare and issue RFP
2. August – Review proposals from applicants
3. September – Select evaluation contractor
4. Finalize contract when funding is available

Village Incubator contract with Village Movement California

1. July – Discuss terms and procedures with VMC
2. August – Contingent contract agreement
3. Finalize as soon as funding is available

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Deliverables

RFP for independent evaluator (See Task 5.)

Task 2: Conduct statewide community outreach

The Village model is not widely known, so an outreach campaign is needed to educate the public about Villages, how they operate, and their benefits for individuals and communities. VVC has been engaging in statewide outreach since its inception. We need to continue this work to promote the Village model, encourage older Virginians to become members and/or volunteers, and recruit potential planning groups and sponsors to start new Villages. We are particularly targeting five areas of the Commonwealth – Richmond, Tidewater, Roanoke, Southwest Virginia, and Loudoun County, but the public information campaign will operate statewide.

Task 2a. Continue to conduct webinars, online presentations and in-person briefings to publicize Villages, raise awareness of Village benefits, and promote project participation. Partner organizations that have previously hosted webinars and presentations include: CCOA, V4A, VGCOA, LeadingAge Virginia, Virginia PACE Alliance, WAVE.

Task 2b. Connect with AAAs, local Commissions on Aging, and local Age Friendly and Dementia Friendly initiatives to raise awareness of Village resources and to encourage inclusion of Villages in their organizational planning and programming efforts.

Task 2c. Continue to solicit potential sponsors with a focus on underserved areas and schedule introductory presentations. Consult with AAAs, contact local Commissions on Aging, interfaith councils, community service groups (e.g., Lions, Rotary), life care communities, health care providers (e.g., Sentara).

Task 2d. Prepare and distribute a press release announcing the launch of the project, the Village grant program and the opportunity to start new Villages. Coordinate with partners in the aging services network and request that they promote the opportunity through their online and print media. These include DARS (On the Same Page online newsletter), V4A (email blast), NVAN, WAVE (email blast), Positive Aging newsletter, Virginia Senior Navigator, VCU Gerontology Age in Action newsletter, AARP Virginia, LeadingAge Virginia, Village to Village Network's Network News, and Virginia Villages.

Task 2e. Media relations: Pitch articles about the project in publications focused on older adults in VA, including senior living inserts and VA Senior Navigator Magazine and website. Use social media platforms where appropriate.

Performance Objectives

1. Increase public awareness of the Village model
2. Increase knowledge of Villages within the aging services network
3. Recruit sponsors/partners for existing Villages
4. Recruit sponsors and planning groups to start new Villages

Specific performance measures to validate task results will be developed collaboratively by the project management team and the evaluation contractor.

Schedule

August

1. Initiate Tasks 2a, b, and c
2. TBD - Task 2d press release will be prepared and distributed when appropriate, pending funding availability
3. TBD – Task 2e will commence when funding available

Deliverables

1. Outreach presentations and webinars
2. Press release
3. Online and print articles, summary of media coverage

Task 3: Village Grant Program

Virginia's Villages are challenged to develop the organizational capacity to expand and grow in response to community needs. Their challenges include managing the complex needs of increasing numbers of frail older adults, social isolation among older adults who live alone, effectively using technology and data collection in their operations, and expanding services in under-resourced areas. Pilot funding for existing Villages can include, but is not limited to, enhanced volunteer training; improved data management and collection systems; and expanded programming and services to address social isolation, caregiver respite, frail member support, healthy aging, and related topics.

Supporting these capacity-building efforts will further the Village Movement statewide. Assuming that project funding must be expended by the end of the fiscal year, the grant performance period will be six months, from January through June 2026.

Performance Objectives

1. Enhance service capacity of existing Villages
2. Expand outreach to solo agers and other older adults at risk of social isolation
3. Foster development of replicable programs to combat social isolation

Specific performance measures to validate task results will be developed collaboratively by the project management team and the evaluation contractor.

Schedule

1. August – Prepare RFP for existing Village grants
2. September – Conduct pre-proposal conference to notify Villages and address questions
3. TBD – Issue grant RFP as soon as funding available
4. TBD + 30 days – Grant applications due
5. TBD + 45 days – Review applications and make award recommendations
6. January 2026 – Initiate grant projects
7. Monthly - Review of grantee progress

8. June 2026 – Grantee conference to report accomplishments, lessons learned, issues, etc.

Deliverables
1. Grant RFP
2. Grantee conference report

Task 4: Start New Villages

Beyond VVC's ongoing outreach efforts to raise awareness about Villages and the pilot project, additional statewide community outreach is needed to promote the Village model and to recruit organizations and community groups to start new Villages. Pilot funding for new Villages will include, but is not limited to, conducting a statewide public information campaign, providing startup guidelines and other materials to support the Village planning process; offering coaching for Village planners; facilitating partner relationships; and providing nominal startup funds, if needed.

VVC formally announced this pilot project at the May 2025 Virginia Governor's Conference on Aging and asked parties interested in starting a Village to provide contact information. Eleven responses were received. Several additional contacts were previously identified at earlier presentations. VVC's work of building Village planning teams will begin with these existing contacts. This effort will be extended to additional planning groups as they are identified through Task 2 outreach.

VVC has a verbal agreement with Village Movement California to employ their Village Incubator program to coach Village planning groups through the startup process. This verbal agreement will be finalized in a written agreement when project funding is available. The Incubator empowers communities to organize, create, and launch their own unique Villages to address the unprecedented increase in our aging population. The Incubator launched in spring 2023 with the participation of a dozen diverse communities and unique organizations with the shared belief that having a Village will benefit older adults and their communities.

Many factors are essential to the successful formation and launch of a Village. The Incubator program guides communities through a six-phase interactive curriculum progressing from the initial stages of community assessment and identifying potential partners, to engaging future Village members and volunteers and determining the operational and governance structure, to officially launching a new Village. Experienced Village Movement California staff and Village leaders provide guidance and resources along the way. Learning Community meetings offer the opportunity for sharing best practices and working through successes and challenges. Topical workshops provide training essential to the formation of a Village. Mentors assist with additional support and advice.

A minimum of five groups will be enrolled as the first cohort to participate in this training. Planning groups will also be enrolled as members of WAVE and VtVN to access the forums, mentor programs and other resources these organizations provide.

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Performance Objectives
1. Increase access to Village supports in underserved areas of the state
2. Reduce time period for starting Villages

Specific performance measures to validate task results will be developed collaboratively by the project management team and the evaluation contractor.

Schedule
1. August – Develop briefing for exploratory meetings with prospective planning groups
2. August/September – Establish minimum of five planning groups and begin developing work plans
3. October – Register planning groups as members of WAVE and VtVN
4. November – Enroll initial cohort in Incubator program
5. TBD – Work with additional planning groups as identified through Task 2 outreach
6. Monthly – Monitor status of start-up efforts

Deliverables
1. Exploratory briefing for prospective planning groups
2. Minimum of five new Villages in development

Task 5: Project Evaluation

The Department of Aging and Rehabilitative Services (DARS) has requested an evaluation of the pilot program. This will require an assessment of the progress of building the capacity of existing Villages and starting new Villages, a summary of lessons learned, and an analysis of the resulting impact on social isolation of older Virginians. WAVE/VVC will select a third-party evaluator to perform process and outcome assessments for various elements of the project as well to prepare a summative assessment of overall project results and impact.

It is essential to have the evaluator team onboard as early as possible in the project. They will define how the project will be evaluated; develop the process, output, and outcome measures to track; and specify the requirements for data collection and reporting for the existing and new Villages.

Performance Objectives
1. Develop meaningful measures for task and project evaluation
2. Perform evaluation of processes, outputs, and outcomes for each task as well as comprehensive project assessment

Schedule
1. August – Prepare and publicize an Evaluation RFP to include the statement of work
2. September – Accept and review proposals
3. September – Award recommendation/contingent contract agreement
4. TBD - Finalize contract as soon as funding is available
5. Award date + 30 days – Develop methodology, performance measures, data collection requirements and process for Tasks 1, 2, 3 and 4

6. Ongoing – Data collection and coordination with Villages and project management
7. July 2026 – Complete project evaluation report and prepare briefing of findings

Deliverables

1. Evaluation RFP
2. Project evaluation report
3. Briefing on evaluation findings

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26089

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 30, 2025, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2026, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7979, Department of Neighborhood and Community Services	
Grant:	1790065-2025, Washington Area Villages Exchange Virginia Villages Grant	$400,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$400,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Department of Aging and Rehabilitative Services, $400,000

A Copy - Teste:

_____

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 30, 2025

ADMINISTRATIVE – 12

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Rolling Road (Springfield District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate a portion of Rolling Road west of the intersection of Rolling Road (Route 638) and Traford Lane (Route 4132).

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing for October 28, 2025, at 4:00 p.m.

TIMING:
Board action is requested on September 30, 2025, to provide sufficient time to advertise the public hearing for October 28, 2025, at 4:00 p.m.

BACKGROUND:
The applicant, Walsh Colucci Lubeley & Walsh, P.C., on behalf of their client, West Springfield Center LLC, is requesting that a portion of Rolling Road (Route 638) be vacated under *§15.2-2272 of the Virginia Code*. This portion of Rolling Road includes an unusually wide road cross-section with a large portion of green space in front of the Shopping Center. As part of their redevelopment of the West Springfield Shopping Center, the applicant intends to relocate a monument sign on the property that is currently blocked by a tree located in the large green space. This area to be vacated along Rolling Road is no longer needed for the County's public road system and not expected to be needed in the future.

The subject portion of Rolling Road, east of the intersection of Rolling Road (Route 638) and Traford Lane (Route 4132) was dedicated for public street purposes by virtue of that Deed of Dedication (Deed Book Y-12 Page 534). The vacation will not impact the Virginia Department of Transportation's (VDOT) Secondary System of Highways. The vacated areas of Rolling Road (Route 638) will be returned to the adjacent property owner, West Springfield Shopping Center LLC, as shown on the vacation plat.

Board Agenda Item
September 30, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Vacation Ordinance
Attachment 4: Vacation Plat
Attachment 5: Metes and Bounds
Attachment 6: Vicinity Map

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

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

Walsh Colucci
Lubeley & Walsh PC

H. Mark Goetzman
Phone: 703.528.4700 x5452
Fax: 703.528.6050
mgoetzman@thelandlawyers.com

REVISED

May 30, 2025

BY OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Rd, Ste 400
Fairfax, VA 22033-2895

Re: Revised request for Proposed Vacation of a Portion of Rolling Road (Route 638), Springfield Transportation District, Fairfax County, Virginia

Dear Jeffrey:

This letter constitutes a petition and statement of justification to vacate and abandon a portion of Rolling Road, Route 638, Springfield Transportation District, Fairfax County, Virginia, originally filed on January 21, 2025. This revised letter seeks to revise the petition and statement of justification to withdraw the abandonment application. The Applicant (herein defined) seeks to vacate a portion of Rolling Road, Route 638, Springfield Transportation District, Fairfax County, Virginia (referred to as the **"Vacation Area").** This request is made on behalf of West Springfield Center, LLC, a Delaware limited liability company (the **"Applicant"),** owner of that certain property located on Tax Map parcels 0793-04-0042 and 0793-04-0043 (the **"Property").** The Property consists of approximately 6.8907 acres, is zoned to the C-6 District, and is located along Rolling Road.

The Vacation Area is shown on the plat entitled "Record Plat Showing Vacation of a Portion of Rolling Road – Route #638 and Dedication of Various Easements Along Lots 43, 44 & a Portion of 42 Unit 1 Fairfax Park Deed Book Y-12, Page 534 Springfield Transportation District Fairfax County, Virginia", prepared by Tri-Tek Engineering, dated January 6, 2025 (the **"Plat").** The total of the area to be abandoned is 15,085 square feet or 0.3463 acres. The Vacation Area was dedicated for public street purposes by virtue of that certain Deed recorded in Deed Book Y-12 at Page 534, among the land records of Fairfax County, Virginia.

To offer some background, the Applicant is the owner of the West Springfield Shopping Center (the "Shopping Center"), a retail shopping center located on the Property. The Applicant is currently in process of redeveloping the Shopping Center. As shown on the Plat, a portion of Rolling Road (Route #638) includes an unusually wide drive area taking up a large portion of green space in front of the Shopping Center. As part of the redevelopment, the Applicant intends to relocate a monument sign located on the Property that is currently wholly blocked by a tree located in the wide drive area. In conjunction with the relocation of the monument sign, the Applicant requests the vacation of a portion of Rolling Road (Route #638).

The vacation of the Vacation Area is required pursuant to Virginia Code Section 15.2-2272.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,
WALSH, COLUCCI, LUBELEY & WALSH, P.C.

H. Mark Goetzman

cc: Lynne Strobel
Kate Schlinke
Aaron Bartley
Ted Britt

Enclosures

ATTACHMENT 2

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PORTION OF A ROAD

(Rolling Road – Route 638)

Springfield Transportation District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on October 28th , 2025, at 4:00 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, VA, pursuant to Virginia Code Ann. § 15.2-2204, vacating a portion of the west side of Rolling Road between Old Keene Mill Road and Bauer Drive, comprising a total of 15,085 square feet, which was dedicated for public street purposes pursuant to that certain Deed recorded in Deed Book Y-12 at Page 534 in the land records of Fairfax County, Virginia. The road is located adjacent to Tax Map Parcel Numbers: 0739-04-0042 and 0739-04-0043, and is described and shown on the metes and bounds description and plat prepared by Tri-Tek Engineering, which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

Public hearings are available to view live on Channel 16 and stream live online at www.fairfaxcounty.gov/cableconsumer/channel-16/live-video-stream. Live audio of the meeting may be accessed at 703-324-7700. Those wishing to testify may do so in person, unless the meeting is held electronically, or via phone or pre-recorded YouTube video. Speakers wishing to testify via video must register by signing up online at the web address shown below or by calling the Department of Clerk Services at 703-324-1315, TTY 711, and must submit their video no later than 9 a.m. on the day prior to the hearing. Speakers wishing to testify via phone must sign up to testify no later than 12:00 p.m., the day of the hearing to be placed on the Speakers List. Speakers not on the Speakers List may be heard after the registered speakers have testified.

In addition, written testimony and other submissions will be received by mail at 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 or by email at clerktotheBOS@fairfaxcounty.gov. More information on the ways to testify can be found at www.fairfaxcounty.gov/clerkservices/ways-provide-public-hearing-testimony.

Questions regarding this proposal may be directed to the Fairfax County Department of Transportation at 703-877-5600.

Fairfax County supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities. Open captioning will be provided in the Board Auditorium. For sign language interpreters or other accommodation, please call the Clerk's Office, 703-324-3151, TTY: 711, as soon as possible, but no later than 48 hours before the public hearing. Assistive listening devices are available at the meeting.

SPRINGFIELD TRANSPORTATION DISTRICT.

ATTACHMENT 3

ADOPTION OF AN ORDINANCE VACATING
A PORTION OF ROLLING ROAD

(Rolling Road – Route 638)

Springfield Transportation District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on October 28, 2025, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code § 15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: pursuant to Virginia Code § 15.2-2272, does hereby vacate the existing portion of Rolling Road (Route 638) compromising a total of 15,085 square feet, as formerly dedicated in a Deed of Dedication, recorded in Deed Book Y-12, at Page 534. The portion of road vacated is currently shown on Tax Map 79-3 and is shown on the metes and bounds schedule and plat prepared by Tri-Tek Engineering dated May 19, 2025, and provided to the Board of Supervisors.

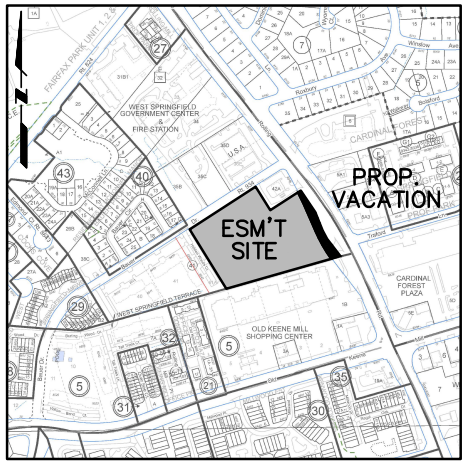
This vacation is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right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

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

NOTES:

1. MAP#: 79-3-04-0042 & 0043
2. ZONE: C-6
3. OWNER: WEST SPRINGFIELD CENTER, LLC
   D.B. 19747, PG. 1289
4. ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
5. TITLE REPORT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, POLICY NO. 2480-70111 EFFECTIVE DATE: NOVEMBER 21, 2007
6. THIS PLAT IS ASSOCIATED WITH COUNTY PLAN NO. MSP-2023-0038.
7. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 1983), NORTH ZONE, US SURVEY FOOT UNITS AS COMPUTED FROM A FIELD RUN BOUNDARY AND HORIZONTAL CONTROL SURVEY THAT TIES THIS BOUNDARY TO NGS CONTROL STATIONS: DK4420 (MOSBY), HV9125 (FX CO GPS 136), HV5130 (HERNDON OPTRACK), HV9688 (FX CO GPS-79), HV9674 (FX CO GPS-65), DK 4390 (SUMEET-TEOTIA) AND HV8195 (HILLWOOD): AVERAGE COMBINED SCALE AND ELEVATION FACTOR OF 0.99995052. HORIZONTAL RMS = 0.0871'
8. THE BOUNDARY SURVEY OF THE LANDS DELINEATED HEREON MEETS THE MINIMUM ERROR OF CLOSURE 1 IN 20,000.
9. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE, OR GAS SERVICE TO BE FURNISHED TO THE PROPERTY MUST COMPLY WITH THE PROVISIONS OF VA. CODE 15.2-2241(6).
10. SEE ACCOMPANYING DEED TO THIS PLAT FOR INFORMATION ON USE, OWNERSHIP, MAINTENANCE AND CONDITIONS OF THE EASEMENTS SHOWN HEREON AS "HEREBY GRANTED".



VICINITY MAP
SCALE: 1"=500'

SURVEYOR'S CERTIFICATE:

I, DAVID T. CURRIN, A DULY AUTHORIZED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PARCELS OF LAND DELINEATED HEREON; THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND EXPERIENCE, THAT THEY ARE THE SAME LANDS AS CONVEYED TO WEST SPRINGFIELD CENTER, LLC. AS RECORDED IN DEED BOOK 19747 AT PAGE 1289 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA; THAT THE RIGHT OF WAY AND THESE EASEMENTS ARE ALONG THE BOUNDARIES THEREOF.

DAVID T. CURRIN, L.S. NO. 1998 DATED:

COMMONWEALTH OF VIRGINIA
DAVID T. CURRIN
Lic. No. 1998
LAND SURVEYOR

RECORD PLAT
SHOWING VACATION OF A PORTION OF
ROLLING ROAD – ROUTE #638
AND DEDICATION OF VARIOUS EASEMENTS
ON
LOTS 43, AND 44
UNIT 1
FAIRFAX PARK
DEED BOOK Y-12, PAGE 534
SPRINGFIELD TRANSPORTATION DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: 5-19-2025

SHEET 1 OF 2

TRI-TEK ENGINEERING
CIVIL ▲ ENVIRONMENTAL ▲ LAND PLANNING ▲ SURVEYING
a professional corporation
690 Center Street, Suite 300
Herndon, Virginia 20170-5018 (703) 481-5900

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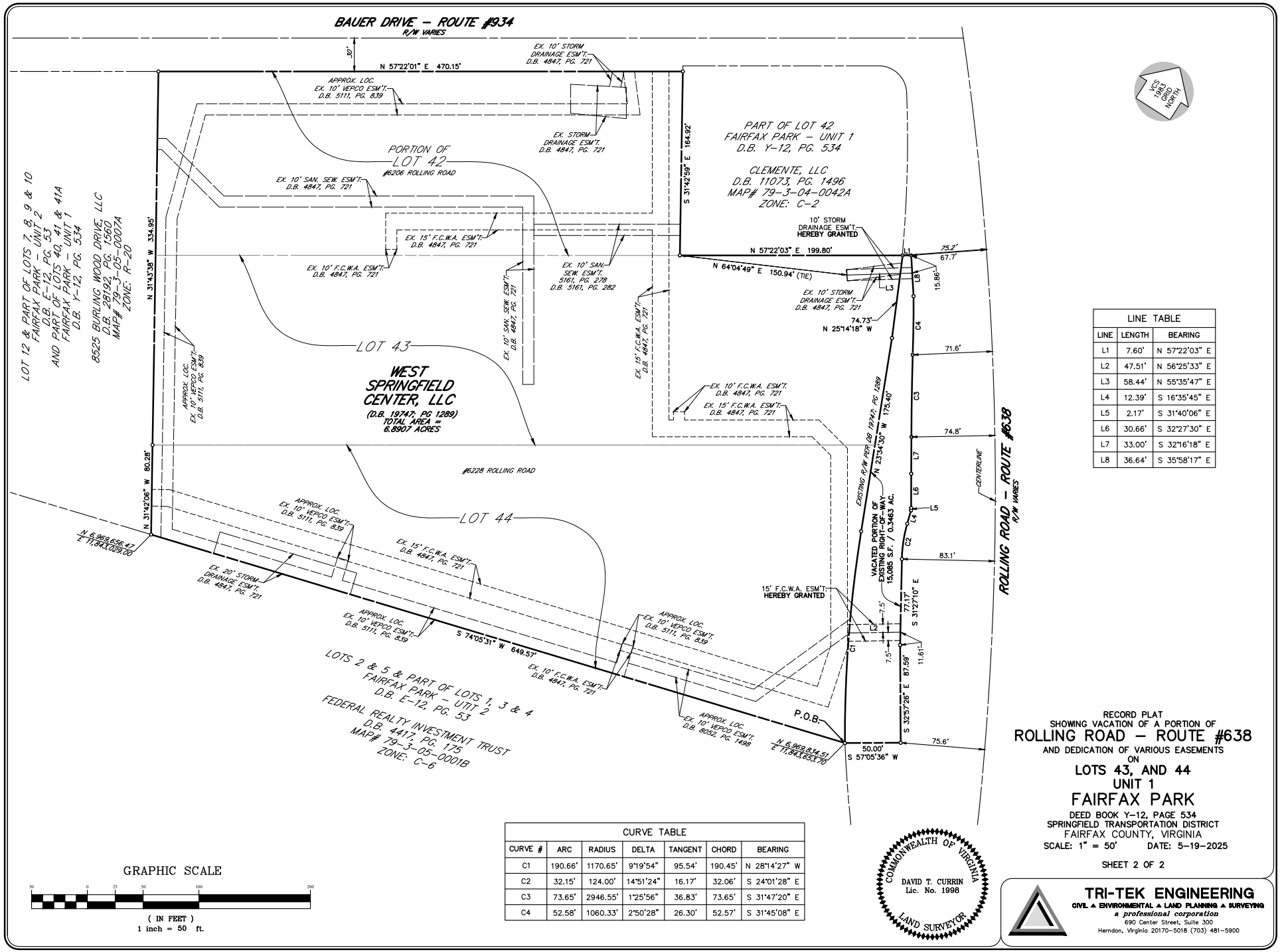

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.60'	N 57°22'03" E
L2	47.51'	N 56°25'33" E
L3	58.44'	N 55°35'47" E
L4	12.39'	S 16°35'45" E
L5	2.17'	S 31°40'06" E
L6	30.66'	S 32°27'30" E
L7	33.00'	S 32°16'18" E
L8	36.64'	S 35°58'17" E

CURVE TABLE						
CURVE #	ARC	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	190.66'	1170.65'	9°19'54"	95.54'	190.45'	N 28°14'27" W
C2	32.15'	124.00'	14°51'24"	16.17'	32.06'	S 24°01'28" E
C3	73.65'	2946.55'	1°25'56"	36.83'	73.65'	S 31°47'20" E
C4	52.58'	1060.33'	2°50'28"	26.30'	52.57'	S 31°45'08" E

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

COMMONWEALTH OF VIRGINIA
DAVID T. CURRIN
Lic. No. 1998
LAND SURVEYOR

RECORD PLAT
SHOWING VACATION OF A PORTION OF
ROLLING ROAD – ROUTE #638
AND DEDICATION OF VARIOUS EASEMENTS
ON
LOTS 43, AND 44
UNIT 1
FAIRFAX PARK
DEED BOOK Y-12, PAGE 534
SPRINGFIELD TRANSPORTATION DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 50' DATE: 5-19-2025

SHEET 2 OF 2

TRI-TEK ENGINEERING
CIVIL ▲ ENVIRONMENTAL ▲ LAND PLANNING ▲ SURVEYING
a professional corporation
690 Center Street, Suite 300
Herndon, Virginia 20170-5018 (703) 481-5900

F-3514

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METES AND BOUNDS DESCRIPTION
PROPOSED VACATED PORTION OF
ROLLING ROAD – ROUTE #638
(ABUTTING THE PROPERTIES OF
WEST SPRINGFIELD CENTER, LLC
DEED BOOK 19747; PAGE 1289)
SPRINGFIELD DISTRICT
FAIRFAX COUNTY, VIRGINIA
LOCATED ON FAIRFAX MAP #79-3

Beginning at the common easterly corner to original Lot 1 – Unit 2 – Fairfax Park (DB E-12; PG 53) and Lot 44 – Unit 1 – Fairfax Park (DB Y-12; PG 534), lying on the westerly line of Rolling Road – Route #638.

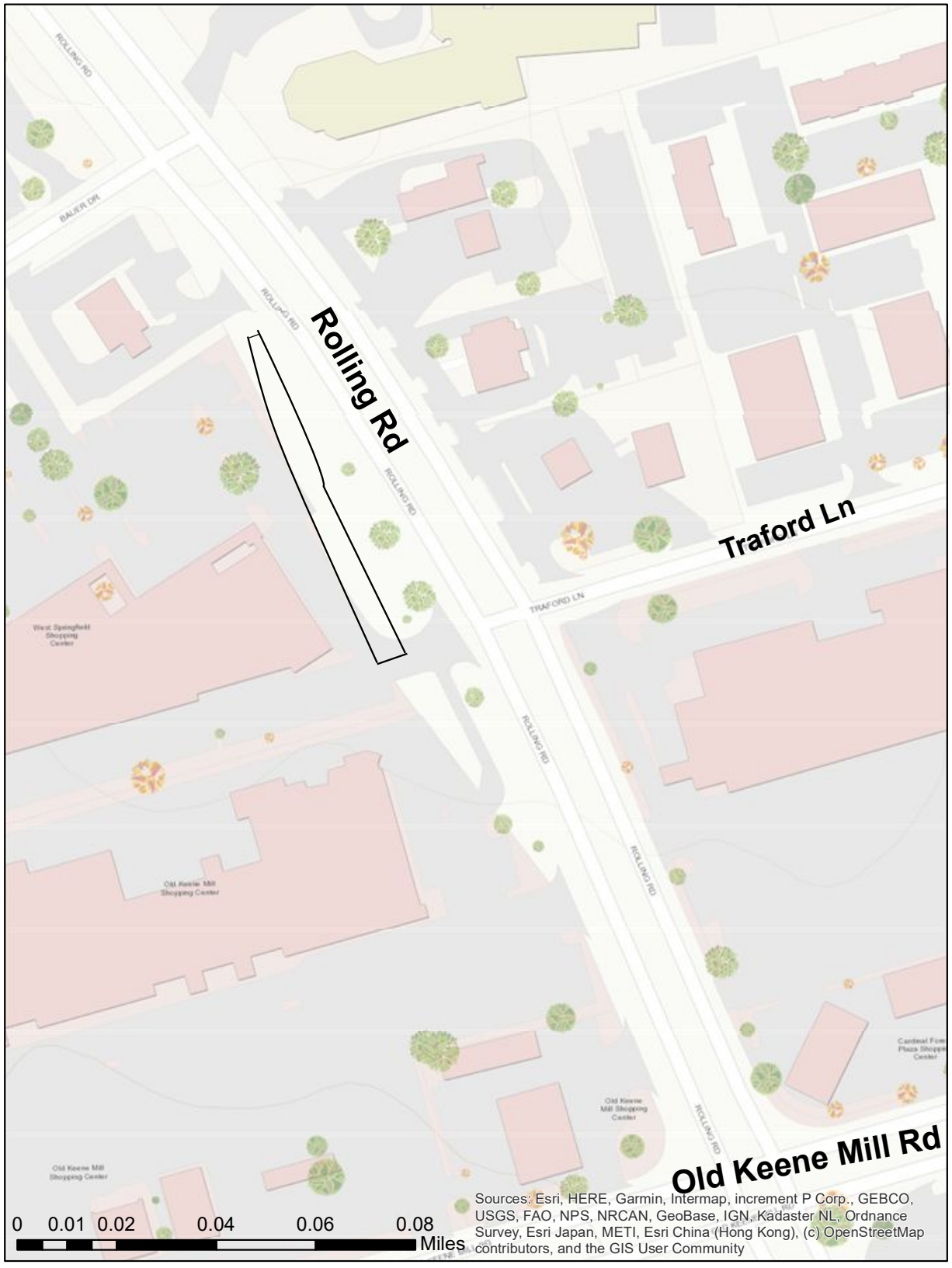
Thence running with the westerly line of Rolling Road the following courses as described in deed to West Springfield Center, LLC recorded in DB 19747; PG 1289: 1) with a curve to the right as follows R = 1,170.65' | A = 190.66' | Chd = 190.45' | Chd Brg = N 28°14'27"W to the PT, thence 2) N 23°34'30"W – 175.40' to a point, and 3) N 25°14'18"W – 74.73 feet to the common easterly corner to original Lots 42 and 43 – Unit 1- Fairfax Park.

Thence departing Lots 42 and 43, running through the existing right of way of Rolling Road the following courses and distances: 1) N 57°22'03" E – 7.60 feet to a point lying approximately 10' west of the existing sidewalk running along Rolling Road, 2) S 35°58'17"E – 36.64 feet to the PC of a curve to the right as follows 3) R = 1,060.33' | A = 52.58' | Chd = 52.57' | Chd Brg = S 31°45'08" E to the PC of a curve to the left as follows 4) R = 2,946.55' | A = 73.65' | Chd = 73.65' | Chd Brg = S 31°47'20" E to the PT, 5) S 32°16'18"E – 33.00 feet, 6) S 32°27'30"E – 30.66 feet, 7) S 31°40'06" E – 2.17 feet, 8) S 16°35'45"E – 12.39 feet to the PC of a curve to the left as follows 9) R = 124.00' | A = 32.15' | Chd = 32.06' | Chd Brg = S 24°01'28" E to the PT, 10) S 31°27'10"E – 77.17 feet, 11) S 32°57'26"E – 87.59 feet, and 12) S 57°05'36"W – 50.00 feet to the point of beginning containing 15,085 Square Feet or 0.3463 Acres of land.

This description has been prepared in conjunction with a plat prepared by this office, titled "RECORD PLAT SHOWING VACATION OF A PORTION OF ROLLING ROAD – ROUTE #638 AND DEDICATION OF VARIOUS EASEMENTS ON LOTS 43, and 44, UNIT 1, FAIRFAX PARK" dated 5-19-2025. Bearing references herein are on the V.C.S. 1983 North Zone state grid per GPS control survey conducted 12/16/2022. Reference to said plat is hereby made for a more graphic and particular depiction of the portion of existing right of way described herein.

Rolling Road Vacation Vicinity Map

Springfield District



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Tax Maps 79-3

Denotes Area to be Vacated

Board Agenda Item
September 30, 2025

ACTION – 1

Presentation of the Delinquent Tax List for Tax Year 2024 (FY 2025)

ISSUE:
Presentation to the Board of the annual list of delinquent real estate, personal property, and business, professional, occupational license (BPOL) taxes; presentation of the annual list of small uncollectable accounts. Review of delinquent collection program.

RECOMMENDATION:
The County Executive recommends that (1) staff continue to pursue the collection of delinquent taxes found in Attachment A and continue the collection of non-tax delinquencies; and (2) the Board removes certain small uncollectable overdue accounts listed in Attachments B and C pursuant to *Virginia Code §§ 58.1-3921 and 58.1-3924*.

TIMING:
Routine

BACKGROUND:
In accordance with the Virginia Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2024 (FY 2025) for Board consideration (Attachment A). DTA and its agents will continue to pursue the collection of all taxes and other charges due that are within the statute of limitations in accordance with *Virginia Code §§ 58.1-3933 and 58.1-3940*.

Presented below is a summary of delinquent taxes still outstanding for Tax Year 2024, as of June 30, 2025:

	Tax Year 2024 (FY2025)	
	Accounts	Local Tax Amount
Real Estate	2,381	$ 11,918,016
Personal Property – Vehicles	53,736	$ 16,867,863
Business Personal Property	2,778	$ 4,663,819
Public Service Corp. Properties	2	$ 844
BPOL	1,375	$ 4,881,489
Total	60,272	$ 38,332,031

The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2025. This includes delinquent taxpayers who may already be on a payment plan and delinquencies of taxpayers in bankruptcy.

For perspective, the total amount of all unpaid current year taxes, or $38.3 million, represents less than 1% of the levy for Tax Year 2024 (FY 2025). Of the $16,867,863 in delinquent vehicle taxes, $3,939,239 is from business owned and used vehicles and $12,928,624 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department, and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2025 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters, telephone calls, statutory summons authority, payment plans, bank and wage liens, set-offs against income tax refunds, booting and towing of vehicles, and the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld from citizens who have delinquent personal property taxes. A total of 56,420 accounts with DMV holds were successfully collected in FY 2025

As noted, DTA engages in major outsourcing for delinquent collections. Pursuant to *Virginia Code § 58.1-3958* and by prior Board action, the private collection agents are compensated by a 20% fee added to the total delinquency, enabling the County to reduce program expenditures. Although DTA still provides substantial account research, reconciliation, adjudication, and oversight in support of the collection efforts, outsourcing the bulk of collections continues to be a very productive and successful partnership.

The collection agent for most personal property taxes, BPOL taxes, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected $22.3 million in delinquent personal property taxes and vehicle registration fees and $3.0 million in delinquent BPOL revenue in FY 2025 on behalf of DTA.

These results were achieved through a robust collection program that included 1,207,234 telephone calls using automated outbound dialing technology. In addition, NCC sent 100,314 dunning letters and issued 29,130 bank and wage liens.

In addition to delinquent taxes, parking ticket collections are also outsourced. United Public Safety, a division of T2 Company, handles the front-end ticket processing and current collections for DTA. NCC pursues the collection of delinquent parking tickets. Ticket collections totaled approximately $2.1 million in FY 2025.

The private law firm Taxing Authority and Consulting Services (TACS), based in Henrico Virginia, handles the County's collection of delinquent real estate accounts. With coordination and oversight from DTA, TACS collected approximately $12.5 million in delinquent real estate taxes for Fairfax County in FY 2025. Of this amount, $567,385 came as a result of litigation being initiated and/or from the non-judicial sale of properties at auction. TACS also collected $12,322 in zoning violation fees. Additionally, TACS now handles litigation cases involving delinquent personal property taxes and collected $569,458 in FY 2025.

Although the Office of the County Attorney is now rarely involved in collection actions that have been likewise outsourced to TACS, the Office of the County Attorney continues to handle all collection matters before the bankruptcy courts. A total of 119 new bankruptcy collection cases were opened in FY 2025, and $1.4 million was collected from all bankruptcy matters.

Thanks to these combined efforts, the County collected more than $57.5 million in net delinquent taxes in FY 2025 for all prior tax years. Strong collection efforts are also reflected in the current year's tax collection rates:

	FY 2025
Real Estate	99.59%
Personal Property (local share)	96.26%
BPOL	98.00%

Under the non-tax delinquent collection program, DTA works with agencies to improve billing operations, clarify the potential collection actions to be taken, and standardize the use of Set-Off Debt opportunities and referrals to NCC. The individual agencies, and in some cases DTA, pursue initial collection efforts. After the statutory period of 90 days, delinquent accounts are referred to NCC. Working together, DTA and its agents collected approximately $384,865 in FY 2025.

Finally, *Virginia Code §§ 58.1-3921 and 58.1-3924* states that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment B) and a list of small uncollected balances of previously billed taxes (Attachment C), credit shall be given for these uncollected taxes. The lists presented in Attachments B and C average $2.23 per account:

	Accounts	Dollars
Real Estate	2,896	$ 162
Personal Property	17,941	$46,355
TOTAL	20,837	$46,517

Board Agenda Item
September 30, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
None. Collection agents collect their fee directly from the delinquent taxpayers, not to exceed 20% of the amount collected plus administrative costs as specified by law.

ENCLOSED DOCUMENTS:
Attachment A – Delinquent Taxpayers for Tax Year 2024 (FY 2025)
Attachment B –Tax Year 2024 Accounts Valued Less than $5 that Were not Billed
Attachment C – Tax Year 2024 "Balance Due" Accounts of Less than Five Dollars
Attachment D – Collection Rates by Tax Year in Fiscal Year of Assessment

(Attachments A, B, and C listed above are computer printouts which will be made available in the Board Conference Room on September 30, 2025, from 9:00 A.M. - 4:30 P.M.)

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Jaydeep “Jay” Doshi, Director, Department of Tax Administration (DTA)
Gregory Bruch, Deputy Director, DTA
Kimberly Sebunia, Assistant Director, Revenue Collection Division, DTA

ASSIGNED COUNSEL:
Daniel Robinson, Senior Assistant County Attorney

Collection Rates by Tax Year in Fiscal Year of Assessment

Tax Year 2021 (FY 2022)

Tax Type	Rate
Real Estate	99.66%
Personal Property (Local Share)	96.67%
BPOL	98.13%

Tax Year 2022 (FY 2023)

Tax Type	Rate
Real Estate	99.64%
Personal Property (Local Share)	96.76%
BPOL	97.77%

Tax Year 2023 (FY 2024)

Tax Type	Rate
Real Estate	99.60%
Personal Property (Local Share)	96.80%
BPOL	98.08%

Tax Year 2024 (FY 2025)

Tax Type	Rate
Real Estate	99.59%
Personal Property (Local Share)	96.26%
BPOL	98.00%

Board Agenda Item
September 30, 2025

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *AM Worldgate Owner LLC v. Fairfax County, Virginia*, Case No. CL-2025-0011415, and *AM Worldgate Owner LLC v. Town of Herndon, Virginia*, Case No. CL-2025-0011417 (Fx. Co. Cir. Ct.) (Dranesville District).

2. *William Strasburg v. H.A. Bull*, Case No. 1:24-cv-1174 (U.S. Ct. of App. for the Fourth Cir.)

3. *Phelicea M. Redd v. Fairfax County,* Case No. 1:25-cv-151 (E.D. Va.)

4. *Kathleen Stanley McCaffery v. Fairfax County, Virginia,* Case No. 1:23-cv-96 (E.D. Va.)

5. *Masood Malik v. Gregory Greenhow, et al.,* Case No. CL- 2024-0006027 (Fx. Co. Cir. Ct.)

6. *Ravindr Trehan, Liesha Mehra, and Afrouz Nayernama v. Fairfax County Government, Fairfax County Board of Supervisors, Fairfax County Government Department of Finance Risk Management Division, Fairfax County Government Department of Public Works and Environmental Services, Jersey Mike's Subs, Domino's Pizza, LLP, Five Guys, SS Corner, LLC, Brx Oven, LLC, Brx Bistro LLC, Eugenia LLC, and Chopstix, Inc.,* Case No. CL-2025-0000141 (Fx. Co. Cir. Ct.)

7. *Jon Larranaga v. William Krause*, Case No. GV25-022561(Fx. Co. Gen. Dist. Ct.)

8. *Jon Larranaga v. County of Fairfax, Virginia,* Case No. GV25-017758 (Fx. Co. Gen. Dist. Ct.)

9. *State Farm Mutual Automobile Insurance Company v. Carolyn Anne Kinney*, Case No. GV25-006652 (Prince William Co. Gen. Dist. Ct.)

10. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gregory S. Souders,* Case No. CL-2025-0004355 (Fx. Co. Cir. Ct.) (Braddock District)

11. *Jay Riat, Fairfax County Building Official v. Truong Nhat Tran and Tien Thi Huynh,* Case No. GV25-021725 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

12. *Jay Riat, Fairfax County Building Official v. Magaly Del Carmen Copia as Trustee of the Copia Living Trust,* Case No. GV25-024294 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

13. *Jay Riat, Fairfax County Building Official v. Rajwinder Singh,* Case No. CL-2025-0008986 (Fx. Co. Cir. Ct.) (Dranesville District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. The Shafi A. Choudhury Family Trust dated September 10, 2024; Shafi A. Choudhury, Trustee,* Case No. GV25-019237 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

15. *Jay Riat, Fairfax County Building Official v. Moshoodbolatito Oluwasewun Martins,* Case No. GV25-024299 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

16. *Jay Riat, Fairfax County Building Official v. Dmitriy O. Minin,* Case No. CL-2022-0011671 (Fx. Co. Cir. Ct.) (Franconia District)

17. *Jay Riat, Fairfax County Building Official v. Janine M. Driver, and Leif Larson,* Case No. GV25-021555 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

18. *Jay Riat, Fairfax County Building Official v. Jonathan Michael Villalobos,* Case No. GV25-023502 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Angel-Faith-Hope, LLC,* Case No. GV25-024292 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Evaristo M. Gonzalez and Ana M. Gonzalez,* Case No. GV25-024588 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

21. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Kittibel Miller,* Case No. GV25-024590 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

22. *Jay Riat, Fairfax County Building Official v. Evaristo M. Gonzalez and Ana M. Gonzalez,* Case No. GV25-024618 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

23. *Jay Riat, Fairfax County Building Official v. Danford R. Deakin and Elizabeth G. Deakin,* Case No. CL-2025-0012557 (Fx. Co. Cir. Ct.) (Hunter Mill District)

24. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. George M. Grena and Matha A. Grena,* Case No. GV25-017879 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jay Riat, Fairfax County Building Official v. Akhtar Baig,* Case No. CL-2022-0015920 (Fx. Co. Cir. Ct.) (Mason District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aaron Samson, Mary Samson, and Zaaki Restaurant and Café LLC,* Case No. CL-2020-0009420 (Fx. Co. Cir. Ct.) (Mason District)

27. *Jay Riat, Fairfax County Building Official v. SNS 7601, LLC, and Forever Smile Dental, LLC,* Case No. CL-2025-001961 (Fx. Co. Cir. Ct.) (Mason District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yun Investment, Inc. and AY Restaurant, LLC,* Case No. CL-2025-0013466 (Fx. Co. Cir. Ct.) (Mason District)

29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 6435 LLC,* Case No. GV25-012430 (Fx. Co. Gen. Dist. Ct.) (Mason District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Elizabeth Hotchkiss Shortt Revocable Trust,* Case No. GV25-023500 (Fx. Co. Gen. Dist. Ct.) (Mason District)

31. *Jay Riat, Fairfax County Building Official v. Christian Echegaray Garcia and Gladys Minano Roman,* Case No. GV25-024309 (Fx. Co. Gen. Dist. Ct.) (Mason District)

32. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jay Riat, Fairfax County Building Official v. Chad West,* Case No. CL-2024-0013079 (Fx. Co. Cir. Ct.) (Mount Vernon District)

33. *Jay Riat, Fairfax County Building Official v. Johnnie A. Zelaya and Rachel R. Zelaya,* Case No. CL-2024-0008630 (Fx. Co. Cir. Ct.) (Mount Vernon District)

34. *Jay Riat, Fairfax County Building Official v. Amani Investment LLC,* Case No. GV25-004311 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

35. *Jay Riat, Fairfax County Building Official v. Hao Ngoc Nguyen and Anna Thi Nguyen,* Case No. CL-2022-0006184 (Fx. Co. Cir. Ct.) (Providence District)

36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Muhammad Nazir Rostom and Michelle Lynn Rostom,* Case No. CL-2025-0011624 (Fx. Co. Cir. Ct.) (Providence District)

37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Maria S. Calzada and Juvenal Edgar Calzada,* Case No. GV25-018583 (Fx. Co. Gen. Dist. Ct.) (Providence District)

38. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Bilkis Begum Sani,* Case No. CL-2025-0012185 (Fx. Co. Cir. Ct.) (Springfield District)

39. *Jay Riat, Fairfax County Building Official v. Jimena Valencia and Joshua Valencia as Co-Trustees of the Valencia Revocable Trust,* Case No. GV25-024296 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Intent to Defer to 10/14/2025 at 3:30p.m.

Board Agenda Item
September 30, 2025

3:30 p.m.

Public Hearing on PCA 2016-HM-035-03/CDPA 2016-HM-035-03 (RZPA 2024-HM-00052) (Comstock Reston Station Holdings, LC) to Amend the Proffers and Conceptual Development Plan for RZ 2016-HM-035, Previously Approved for a Mixed Use Development, to Permit an Elevated Pedestrian Bridge and Associated Modifications to Proffers and Site Design with no Change to the Approved Density, Located on Approximately 7.64 Acres of Land (Hunter Mill District)

This property is located on the N. side of Reston Station Blvd., W. side of Wiehle Ave. and S. side of Sunset Hills Rd. Tax Map 17-4 ((20)) 1-8, 17-4 ((41)) A-C, 17-4 ((42)) 1501-1504, 17-4 ((42)) 1506-1509, 17-4 ((42)) 1601-1609, 17-4 ((42)) 1701-1709, 17-4 ((42)) 1801-1809, 17-4 ((42)) 1901-1909, 17-4 ((42)) 2001-2009, 17-4 ((42)) 2101-2109, 17-4 ((42)) 2201-2209, 17-4 ((42)) 2301-2309, 17-4 ((42)) 2401-2409, 17-4 ((42)) 2601 & 2602, 17-4 ((42)) 2701, 17-4 ((42)) 2801.

This public hearing was deferred by the Board on August 26, 2025, at 3:30 p.m. to September 30, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On July 9, 2025, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of PCA/CDPA-2016-HM-035-03, subject to the execution of proffers consistent with those dated June 17, 2025;

- Modification of subsection 2105.4.C(1)(a)1 of the Zoning Ordinance to permit the gross floor area of residential uses to exceed 50 percent of the gross floor area of principal uses (office) in the PDC district for PCA/CDPA/FDPA-2016-HM-035-03;

- Modification of subsection 5100.2.D(4)(c) of the Zoning Ordinance on the Use Limitations on Corner Lots to permit the proposed buildings, landscaping, and sign locations within sight triangles formed by streets along the corner lot as shown on the CDPA/FDPA and as proffered;

- Modification of subsection 5108.5.B and 5108.5.C of the Zoning Ordinance of the transitional screening and barrier requirements in favor of that shown on the CDPA/FDPA;

Intent to Defer to 10/14/2025 at 3:30p.m.

Board Agenda Item
September 30, 2025

- Modification of subsection 6101 of the Zoning Ordinance to allow a reduction of loading spaces required in the favor of the spaces shown on the CDPA/FDPA; and

- Modification of subsection 8100.7.E(4) of the Zoning Ordinance for the widening of Sunset Hills Road in favor of that shown on the CDPA/FDPA and as proffered.

In a related action, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to approve FDPA-2016-HM-035-03.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Karen Yee, Planner, ZED, DPD

Board Agenda Item
September 30, 2025

4:00 p.m.

Public Hearing to Expand Parking Restrictions on Boone Boulevard (Providence District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix R of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the area where certain parking is restricted on Boone Boulevard in the Providence District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt an amendment to Appendix R of the Fairfax County Code (Attachment 1) to prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), from parking on the south side of Boone Boulevard, from the northeastern property line of 2051 Chain Bridge Road to the northeastern property line of 8301 Boone Boulevard, twenty-four hours per day, seven days a week.

TIMING:
On August 26, 2025, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix R of the Fairfax County Code, to take place on September 30, 2025, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(5) authorizes the Board to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owner of the commercial parcel located at 2051 Chain Bridge Road contacted the Providence District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking on the unrestricted block of Boone Boulevard along their property. This portion of Boone Boulevard has historically been used for long-term parking of commercial vehicles and trailers.

This block of Boone Boulevard was studied multiple times over a 30-day period and staff found that long-term parking of commercial vehicles is occurring, thereby

diminishing the capacity of on-street parking for other uses. Staff recommend parking restrictions for all commercial vehicles, recreational vehicles, and trailers along the south side of Boone Boulevard, from Chain Bridge Service Road to the northeastern property line of 8301 Boone Boulevard, twenty-four hours per day, seven days a week.

A parking restriction for other nearby segments of Boone Boulevard that prohibits parking of commercial vehicles, recreational vehicles, and trailers, twenty-four hours per day, seven days a week, was approved by the Board of Supervisors on July 25, 2023, and on March 18, 2025. The proposed parking restriction will expand the existing restrictions to include the stated segment of Boone Boulevard.

EQUITY IMPACT:
Generally, the establishment of restrictions to prohibit parking of commercial vehicles, recreational vehicles, and trailers in commercial areas supports a dynamic and accessible commercial environment that benefits businesses, residents, and the wider community by eliminating long-term parking of these vehicles. However, parking restrictions in one area can lead to additional parking in other areas. At this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding in the amount of approximately $700 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment 2: Area Map of Proposed Parking Restriction

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Board Agenda Item
September 30, 2025

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

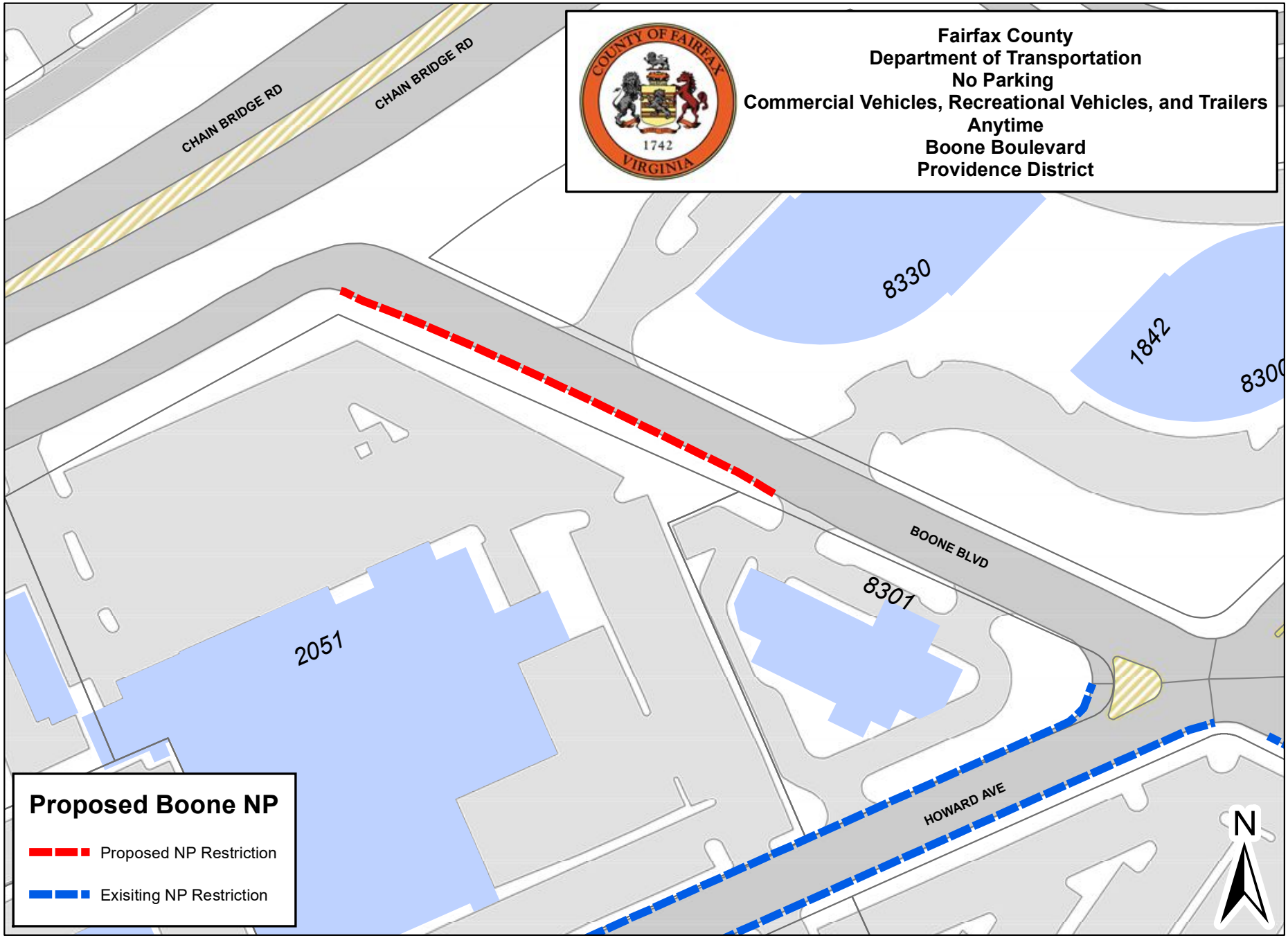
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax*, *Virginia,* by adding the following to Appendix R, in accordance with Section 82-5-37:

Boone Boulevard (Route 786)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on the north side of Boone Boulevard, from Howard Avenue to the southeastern property line of 8230 Boone Boulevard~~,~~ ; and on the south side of Boone Boulevard, from the northeastern property line of 2051 Chain Bridge Road to the northeastern property line of 8301 Boone Boulevard, and from Howard Avenue to the southeastern property line of 8229 Boone Boulevard, twenty-four hours per day, seven days a week.

Attachment 2



Board Agenda Item
September 30, 2025

4:00 p.m.

Public Hearing to Lease County-Owned Property at 9517 Workhouse Way to DrinkLocal LLC (Mount Vernon District)

ISSUE:
Public hearing to lease a portion of County-owned property at the Workhouse Arts Campus, located at 9517 Workhouse Way to DrinkLocal LLC, for the private operation of a food and beverage retail establishment.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize staff to lease a portion of County-owned property at the Workhouse Arts Campus, Tax Map 106-4 ((1)) 58, at 9517 Workhouse Way to DrinkLocal LLC, for the private operation of a food and beverage retail establishment.

TIMING:
The Board of Supervisors authorized on August 26, 2025, for a public hearing to be held on September 30, 2025, at 4:00 p.m., to lease County-owned property at the Workhouse Arts Campus, Tax Map 106-4 ((1)) 58, at 9517 Workhouse Way to DrinkLocal LLC.

BACKGROUND:
The Board of Supervisors is the owner of 9517 Workhouse Way, identified as Building W-15 at the Workhouse Arts Campus (Campus) on a County-owned parcel identified as Tax Map Number 106-4 ((1)) 58. The proposed site currently includes a vacant historic structure of approximately 4,554 square feet.

The Campus was acquired in 2002 as part of a 2,440-acre land purchase by Fairfax County from the federal government following the 2001 closure of the Lorton Reformatory. Pursuant to Section 106 of the National Historic Preservation Act, the federal government entered into a legally binding Memorandum of Agreement with Fairfax County and other interested parties to preserve the historically significant buildings and structures on the Campus in a manner that favors adaptive reuse.
In FY 2020, Fairfax County initiated a capital project for Buildings W-13 (9514 Workhouse Way) and W-15 (9517 Workhouse Way) to complete an exterior historic restoration and interior renovation to an open-plan and warm-lit shell. The improvements prepared the buildings for future occupancy by tenants for retail uses as

approved under RZ/FDP 2003-MV-033, as amended. In addition to the improvements to Buildings W-13 and W-15, the project included natural landscaping and site enhancements in a shared courtyard and streetscape improvements along Ox Road (Rt. 123). These improvements support placemaking and activation goals on the Campus.

Fairfax County engaged JLL as a real estate broker to assist with marketing and leasing of the improved structures, with a preference for food and beverage uses. These uses are cited as the most in demand by Campus visitors and the other site tenant, the Workhouse Arts Foundation (WAF). Having on-site food and beverage retailers assists with site activation and supports the vibrant arts and cultural programming and education that WAF provides throughout the site.

On December 6, 2022, the Board of Supervisors held a public hearing where they authorized staff to execute a lease with DrinkLocal LLC for Building W-13. The tenant successfully completed interior alterations of the historic structure and opened Bunnyman Brewing Café in July 2024. As a result of new Campus activations provided by WAF and DrinkLocal LLC, campus activity has significantly improved resulting in an 85% year-over-year increase in campus visitation from June 2024 to June 2025.

Following the start of operations at Building W-13, the County now recommends the approval of an additional lease with DrinkLocal LLC for Building W-15 and the adjacent grounds. This lease will include a restaurant or another complementary use that supports the activation goals for the Campus and the surrounding community. Interior alterations will be completed by DrinkLocal LLC. The lease term is ten years with options to renew. The monthly base rent is $8,781.25 with the potential for additional monthly revenue to be collected through a percentage of the tenant's revenue. Rent abatement is provided to the tenant in full for the first year and by one half for the second year. Building improvements will be funded through a combination of tenant and County contributions.

Virginia Code Ann. Sec. 15.2-1800 generally requires a locality to hold a public hearing before it may lease its real property.

EQUITY IMPACT:
Leasing of W-15 to a locally owned community-based business aligns with focus areas 8 and 11 of the One Fairfax Policy. These policies advocate for a mix of land uses that support a high quality of life, promote employment opportunities, and improved community gathering spaces. The proposed tenant for W-15 has demonstrated success in supporting these community and neighborhood goals with their management of W-13 and as an active participant in supporting the Workhouse Arts Campus as a

community gathering place. Expanding uses on the Campus strengthens its economic sustainability by diversifying revenue streams, while also supporting community-wide growth through the creation of local jobs.

FISCAL IMPACT:
It is anticipated that the W-15 lease will generate approximately $117,800 annually after the initial rent abatement period has ended. All lease revenue will be deposited into the County's General Fund. The tenant will be also responsible for payment of any applicable real estate taxes on the leasehold. The County will contribute $400,000 for the tenant improvement allowance for their construction costs. Funds for tenant improvements will come from previously approved revenues from Fund 30010: General Construction and Contributions.

ENCLOSED DOCUMENTS:
Attachment 1: Location Map – Workhouse Arts Campus, 106-4 ((1)) 58
Attachment 2: Deed of Lease between Board of Supervisors and DrinkLocal LLC

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Toni Zollicoffer, Chief Equity Officer
José A. Comayagua, Jr., Director, Facilities Management Department
Rebecca Moudry, Director, Department of Economic Initiatives
Joe LaHait, Deputy Director, Department of Management and Budget
Scott Sizer, Deputy Director, Department of Economic Initiatives
Mike Lambert, Assistant Director, Facilities Management Department
JoAnne Fiebe, Division Manager, Department of Economic Initiatives
Jarrett Haring, Catalytic Development, Department of Economic Initiatives

ASSIGNED COUNSEL:
Emily Harwood Smith, Assistant County Attorney

ATTACHMENT 1

Location Map - Workhouse Arts Campus



DEED OF LEASE

between

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA, as Landlord

and

DrinkLocal LLC, as Tenant

LEASE

THIS LEASE ("Lease") is entered into on the ___ day of _____, 2025 (the "Effective Date"), by the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, in its proprietary capacity and not in its governmental or regulatory capacity, having an office at 12000 Government Center Parkway, Fairfax, VA 22035 ("County" or "Landlord") and [DrinkLocal LLC], a Virginia [limited liability company], having an office at [6020 Colchester Road, Fairfax, VA 22030] ("Tenant"). The County and the Tenant may be referred to collectively as the "Parties."

RECITALS

A. Landlord is the fee owner of real property with an address of 9517 Workhouse Way, on which is located a building consisting of approximately 4,554 rentable square feet total, with approximately 2,471 rental square feet on the first floor and approximately 2,083 rentable square feet on the second floor (the "Building"), together with other adjacent land including the Courtyard Area and sidewalk surrounding the Building, as depicted on Exhibit A (collectively, the "Premises").

B. Landlord is also the fee owner of additional land and buildings in the vicinity of the Premises consisting of approximately 55 acres ("the "Workhouse Campus"), a portion of which the Workhouse Arts Foundation has a non-exclusive license agreement for the operation of the various buildings and land that are in use.

C. Landlord is also the fee owner of the approximately 950 surface parking spaces located on the Workhouse Campus, including 19 spaces in the parking lot adjacent to the Premises (the "Parking Lot") and desires to give Tenant a non-exclusive right to use the parking spaces and the Parking Lot which is considered the primary parking for Tenant and its patrons, on the terms and conditions set forth in this Lease.

D. Tenant agrees that to promptly commence construction of Tenant's improvements to the Building, a detailed description of which is described in the attached Exhibit C ("Tenant's Improvements"), upon execution of this Lease.

E. Landlord desires to lease the Premise to Tenant, and Tenant desires to lease the Premises from Landlord, on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements in this Lease, Landlord and Tenant covenant, promise, and agree to and with each other as follows.

ARTICLE l
Definitions

1.l **Definitions**. The following terms have the respective meanings indicated below:

"Additional Costs" consist of all other sums of money besides Base Rent, as may become due from and be payable by Tenant to Landlord under this Lease and which must be paid on or before the respective due dates of such sums, all costs, expenses and charges of every kind and nature (including, without limitation, all public and private utilities and services, and any easement or agreement maintained for the benefit of the Premises) relating to the Premises, excluding costs for Landlord Services.

"Affiliate" means, as to any Person, corporation, partnership, joint venture, limited liability company, trust, individual, organization or other entity controlled by, under common control with, or which controls directly or indirectly, such Person (the term "control" for these purposes means the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner or managing member of, a partnership or limited liability company, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control will be conclusively presumed in the case of the ownership of fifty percent (50%) or more of the equity interests).

"Applicable Law" is defined in Section 7.3.

"Approvals" are all final non-appealable approvals, including, without limitation, zoning approvals and licensing, regulatory, building and construction permits necessary for the development and operation of the Premises for Tenant's Intended Use.

"Business Day" means any day other than a Saturday, Sunday or any statutory federal holiday or Fairfax County holiday or closure.

"Commencement Date" means the date that is five Business Days after the Lease is fully executed by both Parties.

"Courtyard Area" is the portion of the premises located between W-13 and W-15 as described in Exhibit A.

"Environmental Law" means any federal, state or local law, statute, ordinance, rule, regulation, requirement, guideline, code, resolution, policy, order or decree (including consent decrees and administrative orders) that regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement, or disposal of any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act, at 42 U.S.C. Section 9601, the Resource Conservation and Recovery Act, at 42 U.S.C. Section 6901, the Toxic Substance Control Act, at 15 U.S.C. Section 2601, the Clean Water Act, at 33 U.S.C. Section 1251, and the Hazardous Materials Transportation Act, at 49 U.S.C. Section 1802, all as amended.

"Extended Term" is defined in Section 2.4 of this Lease.

"Fair Market Rent" is defined in Section 2.4 of this Lease.

"Final Completion" means all of the following have occurred with respect to the Tenant Improvements: (i) Substantial Completion; (ii) all "punch-list" items prepared in connection with satisfying the conditions to Substantial Completion have been completed or satisfied; (iii) (A) there are no existing mechanics', laborers' or materialmens' liens or similar encumbrances related to the initial construction of the Project or (B) any existing mechanics', laborers' or materialmens' liens or similar encumbrances on the Project are being contested by Tenant in accordance with the provisions of this Lease; and (iv) the applicable statutory lien periods provided in Section 43-4 of the Code of Virginia have expired.

"Gross Sales" means the sale prices of all goods, wares and merchandise sold, including, without limitation, sales from any restaurant at the Premises, and the charges for all services performed by Tenant at the Premises, for cash, credit or otherwise, without reserve or deduction for uncollected amounts (except for the amount of property, business, sales, and excise taxes paid by Tenant pertaining to the Premises, and commissions and fees paid to credit card companies). If Tenant, or any person or entity having any material interest in Tenant, leases or acquires any interest whatsoever in any portion of the space within the Premises or the Improvements ("Related Party Lease") then there will be included in the calculation of Gross Sales an amount not less than the fair market rental value as of the effective date such Related Party Lease if such an amount is not already included, with respect to such space, in the Gross Sales calculation.

"Hazardous Material" means any flammable, explosive, radioactive, or reactive materials, any asbestos (whether friable or non-friable), any pollutants, contaminants, or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other materials or substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic materials," "contamination," or "pollution" within the meaning of any Environmental Law.

"Impositions" is defined in Section 5.01.

"Improvements" means the Tenant Improvements and all other structures and improvements now located on the Premises or constructed at any time by Tenant upon the Premises (which will only be constructed with Landlord's prior consent) and all repairs, additions, and replacements thereto, that are owned by Tenant from the Commencement Date until the date of the expiration or earlier termination of the Term of this Lease.

"Involuntary Rate" means the lesser of the Prime Rate plus six percent per annum or, if lower, the maximum permissible judgement interest rate then in effect in the Commonwealth of Virginia.

"Lease Termination Date" means the date on which the Term of this Lease expires in accordance with the terms of this Lease.

"Lease Year" means the period from the Commencement Date to December 31 of the following year, and each consecutive 12-month period thereafter.

"Person" means any corporation, partnership, joint venture, limited liability company, trust, individual, organization, or other entity.

"Percentage Rent" has the meaning as described in Section 4.3 of this Lease.

"Premises" means the Building, Plaza, Courtyard Area and other Improvements as further depicted on Exhibit A.

"Prime Rate" means the prime rate of interest (or its equivalent) as published in the "money rates" table of The Wall Street Journal, or if the Wall Street Journal is not available, its nearest equivalent publication. If more than one rate of the prime rate of interest (or its equivalent) is published in the "money rates" section of the Wall Street Journal, the Prime Rate will be the average of such published rates.

"Rent Commencement Date" means [the first day of the first full month following the earlier of the date that (i) is 180 days after the Commencement Date, or (ii) Tenant initially opens for business.]

"Substantial Completion" or "Substantially Complete(d)" means that the Initial Construction Work by Tenant of the Tenant Improvements have been completed and a Certificate of Occupancy has been issued, subject only to (i) minor matters that do not materially adversely affect the use of the Project (or component thereof) for its intended purpose and that have been identified by Tenant, with input from the architect, on a "punch list," and (ii) items of exterior landscaping that cannot then be completed pending appropriate seasonal opportunity and that have been identified by Tenant on the "punch list."

"Taxes" mean federal, state, and local real estate taxes, personal property taxes, or similar "ad valorem" taxes, occupancy, business or rent taxes or other assessments applicable to the Premises or Tenant's ownership interests therein.

"Tenant Improvements" means the improvements that Tenant is required to complete on the Premises, as described on Exhibit B attached to this Lease.

"Tenant's Permitted Use" means, for the purposes of this Lease, office, retail, brewery or restaurant as more fully described on Exhibit C attached to this Lease.

ARTICLE 2
Premises and Term of Lease

2.1 **Premises**. In consideration of the rent to be paid by Tenant to Landlord and the mutual covenants and agreements in this Lease, Landlord agrees to lease to Tenant the Premises and Tenant agrees to lease from Landlord the Premises in accordance with the provisions of this Lease, together with:

(a) all the appurtenances, rights, privileges, and easements in any way now or hereafter pertaining to the Premises; and

(b) all existing Improvements on the Premises as of the Commencement Date.

2.2 **Parking**. Tenant shall have the use, in common with other tenants of the Workhouse Campus, of the parking spaces located on the Workhouse Campus. With the exception of the Parking Lot, Landlord may make alterations, additions, and improvements to any portion of the Workhouse Campus that may reduce the parking available on the Workhouse Campus. In addition, the parking lot directly behind the property will be considered primary parking for the Tenant and its patrons.

2.3 **Term; Delivery of Possession; Confirmation of Commencement Date**. The initial term of this Lease (the "Initial Term") begins on the Commencement Date and continues until the date that is ten years after the Rent Commencement Date, unless sooner terminated by operation of law or pursuant to the provisions of this Lease. Within 30 days after the Commencement Date, Landlord and Tenant will memorialize an appropriate document confirming the Commencement Date. Landlord will deliver possession of the as-is Premises to Tenant on the Commencement Date, free of all tenants and occupants.

2.4 **Extended Term**. If no default by Tenant has occurred and is continuing, Tenant will have the right to extend the Term of this Lease after the Initial Term for up to two additional periods of five years each (each, an "Extended Term") upon all of the terms and conditions of this Lease, except that the Base Rent payable by Tenant for each Extended Term will be adjusted to the then fair market rent (the "Fair Market Rent"), which amount will be payable by Tenant to Landlord in full on the first day of each calendar month during any such Extended Term, with annual increases to such Base Rent as the Parties determine is consistent with Fair Market Rent at the time of the extension (the Initial Term and each Extended Term, if applicable, may be referred to collectively as the "Term"). Tenant will extend the Lease by delivery to Landlord of written notice no later than one year in advance of the termination of the Initial Term or applicable Extended Term.

(a) Promptly following delivery to Landlord of Tenant's notice to extend the term of the Lease, the Parties will negotiate in good faith to attempt to agree upon the then fair market rent for a five-year lease, with the Improvements.

(b) If the Parties fail to agree on the Fair Market Rent by the date that is nine months prior to the expiration of the Initial Term (such date referred to as the "Rental Determination Date"), then the following procedure will be implemented:

(i) Tenant shall have the right to withdraw its notice to extend the term of the lease and, by a date that is five Business Days after the Rental Determination Date, Tenant shall decide whether or not to withdrawal its notice to extend the term of the lease or proceed with the procedure set forth in the Section 2.4(b);

(ii) if tenant elects to proceed with the procedure set forth in this section 2.4(b), for a period of 15 Business Days after the Rental Determination Date, the Parties will in good faith attempt to agree upon a "Designated Appraiser"

meeting qualifications of a "Qualified Appraiser" as defined in Section 2.4(b)(v) below;

(iii) if the Parties are unable to agree upon a single Designated Appraiser within the 15-Business Day period after the Rental Determination Date, each party will appoint its own Qualified Appraiser within 10 Business Days thereafter. The two Qualified Appraisers so appointed will then promptly, within 15 Business Days after their appointment, select a third Qualified Appraiser who will serve as the Designated Appraiser and perform the appraisal as described in Section 2.4(b)(iv) below;

(iv) the Designated Appraiser will be instructed to use his or her best efforts with the information reasonably available to determine in accordance with standard appraisal practices the market rental value of the Premises, with the Improvements;

(v) each Qualified Appraiser ("Qualified Appraiser") will be an MAI, licensed in the Commonwealth of Virginia, specializing in the field of commercial real estate in the vicinity of the Premises and having no less than five years' experience in such field, and recognized as ethical and reputable in his or her field;

(vi) the Parties agree that the decision of the Designated Appraiser selected in accordance with the terms of this Section will be final and binding on the Parties hereto and their successors and assignees; and

(vii) the fee of the Designated Appraiser will be shared equally between Landlord and Tenant. If the Designated Appraiser is chosen by the two Qualified Appraisers selected, respectively, by Landlord and Tenant in accordance with Section 2.4(b)(ii), each party will pay, in addition to one-half of the fee of the Designated Appraiser, the entire fee of the Qualified Appraiser it appoints.

(c) If the Fair Market Rent is determined by the appraisal method described in Section 2.4(b) above, then Tenant must notify Landlord in writing within 10 Business Days after such determination whether Tenant will extend the Lease for the Extended Term. Failure to notify Landlord in writing within such 10 Business Day period will be deemed an election by Tenant not to extend the Lease.

2.5 **Use During the Term**. Tenant agrees that the Premises will be used solely for Tenant's Permitted Use and for no other purpose. Tenant may make immediate use of the Courtyard Area upon execution of the lease.

2.6 **Ownership of the Improvements.** Title to the Tenant Improvements during the Term of this Lease vests exclusively in Tenant. Upon the termination of this Lease for any reason, whether by expiration of the Term or otherwise, the title to the Tenant Improvements will vest in and be the sole property of Landlord, free of any right, title, interest, claim, or demand of Tenant, or of anyone claiming through or under Tenant. For clarity, any equipment which is removable

without damaging the Premises shall not be considered Tenant Improvements for the purpose of this paragraph and shall remain the exclusive property of Tenant.

ARTICLE 3
Conditions Precedent

3.1 **Inspections and Approvals**. Tenant acknowledges that it has inspected the Premises as of the Effective Date and that it is fully satisfied with the Condition of the Premises.

3.2 **Title and Survey**. Tenant has been given the right to obtain whatever title and survey reports as Tenant has deemed advisable, and Tenant is satisfied with the condition of title to the Premises and Tenant is satisfied with the results of Tenant's review of such documentation.

ARTICLE 4
Rent

4.1 **Base Rent during Initial Term**. Tenant will pay to Landlord base rent under this Lease (the "Base Rent") on the first day of each month during the Term of this Lease, prorated for any partial month, in the initial amount of $8,781.25 per month. The Base Rent will be increased by 3% each year during the term. If Tenant exercises its right for the Extended Term, Base Rent will be increased to the then Fair Market Rent as determined in accordance with Section 2.4.

4.2 **Rent Abatement**. Base Rent will be abated in full during the first [12 months] of the Term and one half 1/2 for the second [12 months] after the Rent Commencement Date.

4.3 **Percentage Rent**. In addition to Base Rent, as part of the Rent due for the Premises during the Term, Tenant will pay to Landlord without demand, in advance in monthly installments on the first day of each month of the Term beginning after the rent abatement period described in Section 4.2, the following:

(a) Beginning with month [19] after the Rent Commencement Date, Percentage Rent is set at a Breakpoint of [$1,800,000] annual Gross Sales. Annual Gross Sales collected over [$1,800,000] will be paid at [5%] of Gross Sales over the Breakpoint, to be reviewed quarterly, with the final quarter to be evaluated on the annual period, with any true-up to be done at that time. Gross Sales calculated for percentage rent does not include sales from Workhouse Campus events held in conjunction with non-profit organizations or income generated from off-site sales.

(b) Tenant agrees that the calculation of or amount of Gross Sales will not be reduced, diminished, or otherwise impaired because of any sublease or other conveyance of the Premises or any of the Improvements or any assignment or any other transfer of its interest in the Premises or any of the Improvements, whether or not any such sublease, assignment, transfer, or other transaction is consented to or approved by Landlord.

(c) Beginning on the Rent Commencement Date, Tenant shall submit to Landlord within 10 business days after the end of each month a written statement certified by Tenant to be true, correct and complete, showing in reasonably accurate detail the amount of Gross Sales during the previous month (the "Gross Sales Report"). The Gross Sales Report shall

be delivered even if no percentage rent is due or anticipated. The Gross Sales Report shall be considered confidential between the Landlord and Tenant.

4.4 **Sublease Profits.** In the event that the Landlord consents to a sublease of the Premises, or any part thereof, Tenant shall in consideration therefor pay to Landlord, in addition to Base Rent, 50 percent of the Excess Sublease Rent (as defined in Section 4.4(a) below) less the reasonable and customary out-of-pocket expenses incurred by Tenant in connection with such subletting, including attorney's fees and brokerage commissions. No Percentage Rent will be owed by Tenant to Landlord with respect to any sublease or business operations of any subtenant. The Landlord's sole entitlement to additional rent from a sublease is limited to its share of the Sublease Profit.

(a) As used in this Lease, "Excess Sublease Rent" includes rents, additional charges, and other consideration payable to the Tenant by the subtenant for or by reason of such sublease and which are, in the aggregate, in excess of the rent payable under this Lease for the subleased space during the term of the sublease, including but not limited to:

(1) Sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings, or other personal property, less the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns; and

(2) Sums paid for services provided by Tenant to such subtenant in excess of the fair market value of such services.

(b) Any amounts payable by Tenant pursuant to the sections 1 or 2 above must be paid by Tenant to Landlord as and when amounts on account thereof are due or paid, whichever occurs first, by any subtenant to Tenant, and Tenant agrees to promptly advise Landlord thereof and furnish such information with regard thereto as Landlord may request from time to time.

(c) Landlord has the right at any time and from time to time upon prior notice to Tenant to audit and inspect Tenant's books, records, accounts, and federal income tax returns to verify the determination of Additional Rent payable under this Section.

4.5 **Payment of Base Rent, Percentage Rent, Sublease Profits and other payment obligations of Tenant.** Tenant must pay all sums due to Landlord under this Lease in lawful money of the United States of America. Unless Landlord directs otherwise, Base Rent, Percentage Rent, Sublease Profits, and other payment obligations of Tenant to Landlord will be made to Landlord's address as set forth in Article 21 or at such other address as Landlord designates in a written notice to Tenant no later than 10 Business Days prior to the date that the next payment of Base Rent is due and payable. Base Rent is payable without notice, demand, deduction, or offset, except as otherwise expressly set forth in this Lease.

4.6 **Proration of Impositions and Additional Costs**. Any Impositions or other Additional Costs that are due for any partial month, year, or other applicable period in the calendar

year in which the Commencement Date occurs or the Expiration Date occurs will be appropriately prorated.

4.7 **Base Rent and Additional Costs**. All of the amounts payable by Tenant to or for the benefit of Landlord pursuant to this Lease, including, without limitation, Base Rent, Additional Costs, Impositions, and all other sums, costs, expenses or deposits which Tenant in any of the provisions of this Lease assumes or agrees to pay or deposit, will constitute rent under this Lease for the purpose of Tenant's failure to pay any amounts due under this Lease after the expiration of any applicable notice and cure periods, and Landlord (in addition to all other rights and remedies) will have all of the rights and remedies provided for herein and by law in the case of non-payment of rent. All Base Rent, Additional Costs and Impositions will be payable without offset or deduction (except as expressly provided in this Lease) at Landlord's address set forth in this Lease or as Landlord may from time to time direct. Basic Rent that is not paid within 10 days after it becomes due and payable will bear interest at the Prime Rate during the period of such delinquency until the delinquent amount is paid.

4.8 **Net Lease**. The Base Rent will be absolutely net to Landlord without any abatement, deduction, counterclaim, set-off or offset whatsoever. In addition, except for Landlord Services, all Additional Costs, expenses, and other charges relating to the Premises of every kind and nature will be paid directly by Tenant, or if paid by Landlord, all such undisputed Additional Costs during the term of this Lease will be reimbursed to Landlord on demand, except as otherwise specifically provided in this Lease.

4.9 **Late Charges**. If any payment of Base Rent, Percentage Rent, Additional Costs or Impositions becomes overdue beyond its due date (or if no due date is described in this Lease, then the due date will be deemed to be the date upon which demand for payment is made), a late charge on the overdue sums equal to the Involuntary Rate, for the period from the due date to the date of actual payment, will become due and payable to Landlord. This additional amount is liquidated damages for the administrative costs and expenses incurred by Landlord by reason of Tenant's failure to make prompt payment. The late charges will be considered Additional Costs and will be paid by Tenant within 10 days after demand. No failure by Landlord to insist upon the strict performance by Tenant of its obligations to pay late charges will constitute a waiver by Landlord of its right to enforce the provisions of this section in any instance. The provisions of this section may not be construed in any way to extend the grace periods or notice periods provided for in Article 18, Tenant Defaults.

4.10 **Operating Expense Payments by Tenant**. To compensate Landlord for Tenant's proportionate share of operating expenses incurred by Landlord for the benefit of the Premises, Tenant will pay to Landlord as Additional Costs on the first day of the Term and on the first day of each Lease Year thereafter, the amount of [$1.32] per square foot of rentable space in the Premises, as such amount per square foot may reasonably be increased by Landlord on an annual basis based on the increase in costs of such services benefiting the Premises. Landlord will provide evidence and justification of the increases in such costs to Tenant upon request.

ARTICLE 5
Payment of Taxes and Other Charges

5.1 **Obligation to Pay Impositions**. Beginning on the Commencement Date and continuing for the entire Term, as part of the consideration of this Lease, Tenant must pay and discharge or cause to be paid and discharged promptly as the same become due and before delinquency, all real estate taxes (actual), assessments, rates, charges for public utilities, excises, levies and all other license and permit fees and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind and nature, assessed, levied, confirmed, imposed upon, or which become due and payable out of or in respect of or which become a lien on or are otherwise determined against, the Premises or the Improvements, or any part thereof, or upon the leasehold estate created hereby or upon the business conducted on the Premises, excluding, however, any charges related to Landlord's Services (the foregoing may be referred to in this Lease as the "Impositions").

5.2 Nothing in this Lease may be construed as imposing upon Tenant any obligation to pay any estate, inheritance, succession, capital levy, income, transfer, franchise, gross receipts, or business license tax of Landlord.

5.3 If, due to a future change in the method of taxation real estate taxes are not assessed against the Premises and instead another tax is imposed based upon the value of the Premises or the amounts payable by Tenant under this Lease after the date of such change in the method of taxation, then such tax will be deemed to be included within the definition of Impositions.

5.4 **Proration**. Any Impositions required to be paid by Tenant which, on an accrual basis, relate to the year in which the Commencement Date occurs (or any prior year) or the year during which the Lease Termination Date occurs (or any subsequent year), will be prorated between Landlord and Tenant as of the Commencement Date or Lease Expiration Date, as the case may be.

5.5 **Payment in Installments**. If the law expressly permits the payment of any Impositions in installments, Tenant may utilize the permitted installment method, but will pay each installment coming due during the Term with any interest before delinquency. If Tenant has elected to make such payments in installments over a period of time which extends beyond the Lease Termination Date, then Tenant will only be obligated to pay those installments that are required to be paid through the Lease Termination Date.

5.6 **Tax Notices**. If Landlord receives any tax notice pertaining to the Premises, it will promptly deliver a copy of the same to Tenant.

5.7 **Payment to Taxing Authority**. Tenant will make all payments of all Impositions directly to the taxing authority before delinquency and before any fine, interest, or penalty becomes due or is imposed by operation of law for nonpayment. If Tenant incurs any such fines, interest or penalties, such amounts shall be deemed Impositions, and shall be in addition to any Late Charges that may be imposed as set forth above.

5.8 **Contest**. Tenant has the right to contest or review the amount or validity of any Impositions by appropriate legal or administrative proceedings, or in such other manner as Tenant may desire. Any such contest or other proceeding will be conducted solely at Tenant's expense.

Landlord has no duty to join in any contest or other proceedings that Tenant may desire to bring pursuant to this Section. Within 30 days after the final determination of the amount due from Tenant for such Impositions, Tenant will pay the amount so determined to be due, together with all costs, expenses, interest, and as may be applicable, Late Charges. If Tenant desires to contest or otherwise review by appropriate proceedings any Impositions that Tenant is required to pay pursuant to the provisions of this Article prior to the payment, Tenant will give Landlord written notice of Tenant's intention to contest.

5.9 After such notice, Tenant will not be in default of this Lease unless Tenant fails to satisfy the Imposition within 30 days after the final determination of such contest, so long as (i) Tenant is proceeding with reasonable diligence and in good faith, (ii) neither the Premises nor any part of the Premises would by reason of such postponement be in danger of being forfeited or lost, and (iii) the taxing authority has not commenced any proceeding for the foreclosure of the lien of such Imposition or for the sale of the Premises or Landlord's interest in the Lease Property which are not then stayed during the pendency of such contest.

5.10 **Utility Charges**. Charges for all oil, gas, electricity, telephone and other public utilities and services used upon or furnished to the Premises and the Improvements during the Term will be paid by Tenant, excluding the cost of any such services if provided by Landlord for Landlord Services.

5.11 **Landlord Remedies**. If Tenant fails or refuses to make any required payments for Impositions (but subject to Tenant's right to contest any Imposition as set forth above), Landlord has the right, but not the obligation, to make such payments after giving Tenant not less than five Business Days written notice of its intent to make such payments and the same will become due and payable by Tenant to Landlord and Tenant will pay the same to Landlord within ten Business Days of written demand of Tenant therefor or Landlord will have the right to seek such other remedies as are afforded to Landlord under the terms of this Lease. Tenant, from time to time upon request of Landlord, will promptly furnish to Landlord official receipts of the appropriate imposing authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of Impositions.

ARTICLE 6
Tenant to Participate and Cooperate as Good Neighbor

6.1 Tenant agrees to be an active participant in the Workhouse Campus by abiding by all laws and community standards set forth by Landlord. Tenant will be a "Good Neighbor" with all other occupants/users of the Workhouse Campus by affirming the same shared commitment and responsibility to uphold community values through respect, engagement, and receptivity to opportunities to build further relationships with the other occupants/users of the campus.

At the discretion of Landlord, periodic campus coordination meetings among all tenants of the Workhouse Campus may be established and administered by Landlord for the purpose of shared programming and outcomes at the campus. The frequency and format of campus coordination meetings is intended to be determined on an annual basis. It is the expectation that Tenant will participate in campus coordination efforts. Coordination efforts should provide timely responses to requests by the Tenant to host events in public areas of the campus and consider events' possible

positive and negative impacts on both the Workhouse Campus and site tenants.

ARTICLE 7
Use; Compliance with Laws

7.1 **Permitted Use**. Tenant's Permitted Use of the Premises under this Lease is for the operation of a office, retail, brewery and/or restaurant open to the public, as more particularly described on Exhibit C, all of which will be done in accordance with Applicable Law.

7.2 **As-Is Condition; No Representations**. Tenant acknowledges that Tenant is fully familiar with the Premises, its physical condition, the Permitted Exceptions, and its zoning status. Tenant accepts the Premises in its existing legal and physical condition and state of repair, and, except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord with regard to the Premises, its physical condition, including, without limitation, zoning or other Applicable Law, regulations, rules, and orders, the status of title, Taxes, or the use that may be made of the Premises. Tenant has relied on no such representations, statements or warranties, and Landlord will in no event whatsoever be liable for any latent or patent defects in the Premises.

7.3 **Compliance with Law**. Tenant will comply with any and all applicable present and future federal, state, and local laws, rules, orders, ordinances, regulations, statutes, requirements, permits, consents, certificates, approvals, codes, and executive orders (collectively, "Applicable Law"). Tenant has the right, at its own cost and expense, to contest or review by legal or administrative proceedings or such other manner as Tenant may desire, the validity or legality of any such law, order, ordinance, rule, regulation, direction, or certificate of occupancy. During such contest, Tenant may refrain from complying therewith, provided that doing so does not subject Landlord to any criminal or civil liability for Tenant's failure to so comply.

7.4 **Right to Contest**. Tenant, at its expense, after notice to Landlord, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Applicable Law, provided that:

(a) Landlord will not be subject to civil or criminal penalty or to prosecution for a crime, nor will the Premises or any part of the Premises, be subject to being condemned or vacated, by reason of non-compliance or otherwise by reason of such contest;

(b) If an adverse decision in such proceeding or the failure to pay any judgment resulting from such adverse decision could result in the imposition of any lien against the Premises, then before the commencement of such contest, Tenant will furnish to Landlord the bond of a surety company, or other deposit or security, reasonably satisfactory to Landlord, and will indemnify Landlord against any cost or liability resulting from or incurred in connection with Tenant's contest or non-compliance (including all related costs and expenses);

(c) Tenant will keep Landlord regularly advised as to the status of such proceedings;

(d) Such contest will be prosecuted with diligence and in good faith to final adjudication, settlement, compliance, or other disposition; such contest, and any disposition thereof (including, without limitation, the cost of all interest, penalties, fines, liabilities, fees, and expenses in connection therewith), will be at the sole cost of and will be paid by Tenant;

(e) Promptly after disposition of the contest, Tenant will comply with such Applicable Law to the extent determined by such contest; and

(f) Notwithstanding any bond, deposit, or other security furnished to Landlord, Tenant will comply with all Applicable Law in accordance with the applicable provisions of this Lease if the Premises, or part of the Lease Property, will be in danger of being forfeited or if Landlord is in danger of being subject to criminal liability or penalty, or civil liability, in connection with such contest.

7.5 **Signage**. Tenant's signage will be located on a directory sign on the Workhouse Campus located at the corner of Route 123 and Workhouse Road. All signage, including signage on the directory sign and on the façade of the Building, will be subject to prior approval by Landlord.

7.6 **Hazardous Materials and Environmental Laws**. If during the Term any Hazardous Materials are used, stored, disposed of, released, spilled, or discharged on or in the Premises or the Improvements in violation of any Environmental Law and such use, storage, disposal, release spill or discharge are not the result of the willful misconduct or gross negligence of Landlord, Tenant will remediate the same in accordance with the requirements of all applicable Environmental Laws. Tenant will be fully responsible for all costs, expenses, damages, and liabilities, including those incurred by Landlord, that may occur from the use, storage, disposal, release, spill, or discharge of Hazardous Materials on or in the Premises or the Improvements during the Term that are not the result of the willful misconduct or gross negligence of Landlord. Tenant will defend, indemnify, and hold harmless Landlord from and against any losses, claims, demands, administrative orders, judicial orders, penalties, fines, liabilities, settlements, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or in any way related to the use, storage, disposal, release, spill, or discharge of any Hazardous Materials in or on the Premises or the Improvements during the Term that are not the result of the willful misconduct or negligence of Landlord.

ARTICLE 8
Construction, Alteration, and Replacement of Improvements

8.1 **Initial Construction**. Tenant will commence construction of the Tenant Improvements for Tenant's Permitted Use promptly after the execution of this Lease. The Tenant Improvements will be constructed in a good workmanlike fashion in compliance with all Applicable Law and subject to governmental Approvals and will be Substantially Completed prior

to the opening of business operations at the Premises. Final Completion of the Tenant Improvements will be completed as soon as practicable following Substantial Completion.

8.2 **Other Improvements**. Tenant, at its own expense, has the right, with the prior written consent of Landlord, at any time or times, to construct new Improvements upon the Premises and to alter, make additions, or remove or replace the Tenant Improvements, provided all such improvements relate to Tenant's Permitted Use. All work must be done in a good and workmanlike manner, subject to all Applicable Law and government Approvals, and Tenant will use diligent and commercially reasonable efforts to timely proceed to complete such work. Tenant will procure, at its sole cost, all variances, permits, certificates of occupancy, and any other certificates required by law with respect to any construction, alteration, or replacement.

8.3 **Payment of Tenant Allowance for Tenant Improvements**. Tenant will receive a tenant allowance from Landlord of $400,000, payable upon the following schedule: $200,000 upon approval of Tenant's building permit and $200,000 upon Tenant's receipt of its non-residential use permit.

ARTICLE 9
Maintenance

9.1 **Services Provided by Landlord**. Landlord will provide for the maintenance of the exterior of the Building, the roof, fire safety equipment, and sidewalks. In addition, Landlord shall provide all the services as identified on Exhibit D (the services to be provided by Landlord as described in this Section 9.1 are referred to as the "Landlord Services").

9.2 **Maintenance of Premises and Improvements by Tenant**. Except for Landlord's Services, Tenant will, throughout the Term, and at its sole cost and expense, maintain and repair the Premises and make all necessary replacements in good and workmanlike fashion in a manner sufficient to comply with the requirements of all Applicable Law and the requirements of any insurance company providing insurance pursuant to the covenants of this Lease. Tenant will have the right to make such replacements, renewals, additions, and other improvements as Tenant determines to be reasonably necessary or desirable. All repairs and replacements will be accomplished in a good and workmanlike manner. Maintenance will include general upkeep of the Parking Lot. Tenant will be responsible for trash removal services from the operations of their Premises.

Courtyard Area: Tenant will be responsible for snow removal, paving, and furnishings (not already provided) for the Courtyard Area. Tenant's responsibility for maintenance of the Courtyard Area will begin upon Lease Commencement.

9.3 **Liens**. Tenant will discharge within 60 days after Tenant receives written notice of the filing of the same any mechanics', laborers', or materialmen's lien resulting from Tenant's construction of, or alterations, additions, or improvements to the Improvements or from the nonpayment of any utility expenses required to be paid by Tenant pursuant to this Lease; or for any other lien recorded against the Premises (collectively "lien"). Tenant may, however, contest the validity or amount of any purported lien, by appropriate proceedings conducted in good faith. During any such contest, Tenant may refrain from paying any purported lien if enforcement of the

same is effectively stayed during the pendency of such proceedings, or Tenant will have posted a surety or other bond sufficient under Applicable Law to cause the discharge of such lien as an encumbrance against Landlord's title.

Nothing in this Lease may be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of materials that would give rise to the filing of any lien against Landlord's interest in the Premises or any part thereof. Landlord will not be liable for any work performed or to be performed at the Premises for Tenant, for any materials furnished or to be furnished at the Premises for any of the foregoing, and no mechanics' or other lien for such work or materials may attach to or affect the estate or interest of Landlord in and to the Premises or any part thereof.

9.4 **Cessation of Operations**. If Tenant ceases operations at the Premises, Tenant will continue to maintain and repair the Premises and any Improvements and make all necessary replacements thereto in a manner sufficient to comply with all Applicable Law and the requirements of any insurance company providing insurance pursuant to the covenants of this Lease, until the end date of this Lease or proper termination pursuant to this Lease.

ARTICLE 10
Assignment and Subletting

10.1 **Assignment**. Tenant may assign or transfer this Lease or the interest of Tenant in this Lease, to an Affiliate, parent, or subsidiary of Tenant, subject to the terms of this Lease. In any such instance, Tenant will remain liable for the payment of Rent and the performance of the terms, covenants, and conditions of this Lease.

10.2 **Subletting**. Upon prior written consent of Landlord, which will not be unreasonably withheld, Tenant may sublease (which term includes granting any licenses, concessions, or similar agreements) the Premises or any part or parts thereof, to an Affiliate, parent, or subsidiary of Tenant, subject to the terms of this Lease. In any such instance, Tenant will remain liable for the payment of Rent and the performance of the terms, covenants, and conditions of this Lease.

10.3 Any assignment of this Lease will not be effective unless and until the assignee, in the case of an assignment, executes, acknowledges, and delivers to Landlord an agreement, whereby the assignee will (A) assume the obligations and performance of this Lease and agree to be bound by all of its covenants, agreements, terms, provisions, and conditions on the part of Tenant to be performed or observed on and after the effective date of any such assignment, and (B) agree that the provisions of this Article 10 will, notwithstanding such assignment, continue to be binding upon assignee in the future. Tenant covenants that, if Tenant engages in an assignment or transfer in violation of the provisions of this Lease, Tenant will remain fully and primarily and jointly and severally liable for the payment of all Additional Costs and Impositions due and to become due under this Lease and for the performance and observance of all the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Tenant.

10.4 **Successors-in-Interest**. In the event that Tenant sells the business or a majority stake in the business, such a sale will not constitute a Transfer, Assignment or Sublease under this Section 10, but shall be allowed provided that the successor-in-interest meets with the same financial means tests as applied to Tenant for signing this Lease.

ARTICLE 11
Requirement of Operations of Premises

11.1 **Obligation of Tenant to Operate Premises.** Tenant will be open for a minimum of 250 days per year, with at least 208 of those days open to the public for retail sales, except for extraordinary circumstances outside of Tenant's control that prevent Tenant from the use and operation of the Improvements.

11.2 **Termination for Failure to Obtain Non-Residential Use Permit.** Landlord may terminate this Lease if Tenant fails to obtain a Non-Residential Use Permit by [date certain 18-months after lease approval].

ARTICLE 12
Insurance

12.1 **Required Coverage**. Tenant will, throughout the Term of this Lease at Tenant's sole cost and expense, purchase and maintain (or cause to be purchased or maintained), the required insurance described in Exhibit E to this Lease. Landlord may, on a commercially reasonable basis, from time to time by written notice to Tenant, require Tenant to maintain, or cause to be maintained, at its sole cost and expense, such other insurance covering insurable hazards that are commonly insured against in the case of premises located in Fairfax County, Virginia, that are similarly situated and have similar uses to that of the Premises, provided such other insurance is available on a commercially reasonable basis.

12.2 **Form of Policies; Certificates**. The minimum limits of insurance set forth in Exhibit E will in no event limit the liability of Tenant under this Lease. All insurance policies required under Section 12.1 must be with companies licensed to do business in the Commonwealth of Virginia and have an AM Best rating of not less than A:VI (or other similar rating in the event an AM Best rating is no longer available). Prior to the Commencement Date, and within 30 days after the expiration of any expiring policy for which a certificate was previously furnished, Tenant must deliver to Landlord a certificate showing the insurance required to be maintained by Tenant under Section 12.1 to be in effect. If Tenant does not take out and maintain the insurance required under Section 12.1, Landlord may (but is not required to) procure the insurance on Tenant's behalf. Landlord will provide Tenant no less than five Business Days' written notice of Landlord's intent to procure the insurance and charge Tenant the premium, together with interest at the Prime Rate on all amounts expended in connection therewith, all of which are payable within 30 days following notice from Landlord of the amount expended.

12.3 **Additional Insurance Requirements**.

(a) Landlord and Tenant will cooperate in connection with the adjustment and collection of any insurance recoveries that may be due in the event of loss, and Tenant will execute and deliver to Landlord such proofs of loss and other instruments that may reasonably be required for the purpose of obtaining the recovery of any such insurance money.

(b) Tenant will not carry separate liability or property insurance concurrent in form or contributing to the event of loss with that required by this Lease to be furnished by Tenant, unless Landlord and any other parties designated by Landlord with a bona fide insurable interest are included therein as additional insureds with respect to liability and loss payees with respect to property, as their interests may appear, with loss payable as provided in this Lease. Tenant will immediately notify Landlord of the carrying of any such separate insurance and will cause copies of the declaration page(s) of the same to be delivered as in this Lease hereinafter required.

(c) Tenant will provide written notice to Landlord promptly after Tenant is aware that any insurance claim or insurance proceeding has been filed against Tenant.

(d) Tenant will procure policies for all such insurance required by any provision of this Lease for periods of not less than one year (if such policy term is customary and available) and will procure renewals or replacements thereof from time to time and deliver evidence of the same to Landlord at least 30 days before the expiration thereof. If Tenant fails to procure any such policies or renewals in accordance with this Lease, Landlord may procure the same, and Tenant will be obligated to reimburse Landlord as Additional Costs for all costs incurred by Landlord in procuring such insurance.

12.4 **Deposit of Insurance Premiums**. Landlord, by written notice, may at any time during the pendency of a default, require Tenant to deposit on the first day of each calendar month with a savings bank, a savings and loan association or a commercial bank or trust company designated by Tenant and approved by Landlord, an amount sufficient to pay the annual premiums for insurance required to be carried by Tenant when the same will become due and payable. If, however, an Event of Default exists due to Tenant's failure to pay insurance premiums when due and as to which failure Landlord may (a) require payment to be made on demand or (b) pay the same, Landlord may at any time after such Event of Default has occurred and is continuing, pay such insurance premiums, whereupon Tenant will be obligated to reimburse Landlord for such insurance premiums as Additional Costs.

12.5 **Waiver of Subrogation**. Landlord and Tenant each waives any claim against the other for any injury or damage to the property of the other to the extent covered by any insurance maintained by either party or required to be maintained by such party pursuant to the provisions of this Lease, notwithstanding any other provisions contained in this Lease. All policies of insurance required to be maintained under this Article must contain a standard waiver of subrogation endorsement.

12.6 **Indemnity.** In addition to the indemnification that is addressed in Sections 7.4 and 7.6 of this Lease, Tenant will defend, indemnify, and hold harmless Landlord from all liability, penalties, losses, damages, costs, expenses, fees, including, without limitation, reasonable

attorneys' fees, causes of action, claims, and judgments arising by reason of any injury or death to any person or persons, or damage to property of any persons or parties, including, without limitation, Tenant and Tenant's agents and employees, subtenants, and other invitees, from any cause or causes whatsoever occurring in or upon the Premises and Improvements arising out of or related to Tenant's use and occupation of the Premises and Improvements during the Term, or arising out of or related to Tenant's failure to comply with the provisions of this Lease, other than any such injury, death, or damage resulting from the gross negligence or willful misconduct of Landlord or its agents or employees.

ARTICLE 13
Damage or Destruction

13.1 **Damage or Destruction**. If, during the Term, the Building is damaged or destroyed by fire, the elements, accident or other casualty (in each case, not resulting from the fault or negligence of Landlord or Tenant or their respective employees, agents, and invitees) (a "Casualty"), the rights and obligations of Landlord and Tenant shall be governed by this Article 13. Immediately or as soon as reasonably practicable thereafter, Tenant shall notify Landlord of any damage or destruction to the Building by a Casualty.

13.2 **Landlord's Obligations Upon Damage or Destruction**. If during the Term, the Building is damaged or destroyed by a Casualty, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall promptly and diligently repair or rebuild the Building (only so much thereof as was originally located on the Premises or required to be constructed by Landlord pursuant to this Lease) to substantially the same condition as immediately prior to such damage (subject, however to zoning laws and building codes then in existence). If Landlord elects to terminate this Lease pursuant to Section 13.4, Landlord shall not be obligated to make any repairs.

13.3 **Tenant's Obligations Upon Damage or Destruction**. If during the Term, the Building is damaged or destroyed by a Casualty and Landlord proceeds to repair or restore its portion of the damage in accordance with Section 13.2, Tenant shall proceed to repair that portion of the damage that was originally required to be constructed by Tenant pursuant to this Lease. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this

lease) or to any leasehold improvements installed in the Building by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed promptly by Tenant.

13.4 **Right to Terminate**. The Parties' right to terminate this Lease in the event of a Casualty is as follows:

(a) If the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Landlord's reasonable opinion) by a Casualty if such Casualty occurs within the last three (3) years of the Term of this Lease; or

(b) If the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Landlord's reasonable opinion) by a Casualty that is a risk that is not covered by Landlord's or Tenant's insurance; or

(c) If the Building is damaged or destroyed by a Casualty to the extent of 50 percent or more of the monetary value thereof; or

(d) If the Building or any part thereof is damaged or destroyed by a Casualty to an extent that, in the reasonable judgment of Landlord, the Building cannot be operated as an integral commercial unit; then, in any of such events in (a) through (d) herein, Landlord shall have the right to terminate this Lease by written notice to Tenant within 60 days following such Casualty.

(e) In the event of a termination of this Lease pursuant to this Article 13, this Lease shall terminate as of the date of such damage or destruction.

13.5 **Tenant's Option to Terminate**. Notwithstanding anything herein to the contrary, Tenant shall have the right to terminate this Lease if the Building is substantially damaged or destroyed (i.e., the Building is no longer operable as an integral commercial unit, in Tenant's reasonable opinion) by a Casualty if such casualty occurs within the last three (3) years of the Lease Term.

13.6 **Abatement of Rent**. If Landlord repairs or restores any damage to the Building, the Base Rent and other sums payable hereunder shall be reduced during the period of repair or restoration to that fraction of the Base Rent otherwise prevailing, the numerator of which is the square footage of the Building reasonably usable by Tenant, in Tenant's reasonable judgment, in the conduct of its business and the denominator of which is the total square footage of the Building. The Base Rent and other sums payable hereunder shall be restored to the amount payable hereunder without abatement when the repair or restoration work required to be performed by Landlord is completed. No penalty shall accrue to Landlord for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements, or any cause beyond Landlord's reasonable control.

ARTICLE 14
Eminent Domain

14.1 **Total Taking**. If, during the Term of this Lease, the Premises, or any part thereof that precludes the Tenant's use of the property as substantially intended, is taken by eminent domain, this Lease will terminate on the date of vesting of title in the condemning authority. In such event, all Base Rent and other sums payable by Tenant under the Lease will be abated, and thereafter Tenant will be relieved of all obligations to pay rent and to otherwise perform any of its covenants or obligations under this Lease. Landlord and Tenant will each, however, be entitled to the value of their respective interests in the Premises and any Improvements located thereon determined as if this Lease had not been terminated. In any proceeding to determine the value of the respective interests of Landlord and Tenant in the Premises or any Improvements located thereon, the respective interests of Landlord and the Tenant will be separately determined and computed by a court having jurisdiction of such eminent domain proceeding and separate awards and judgments will be made and entered, and the separate awards so determined will be paid to Landlord and Tenant, respectively, in accordance therewith.

If the court having jurisdiction over the determination and computation of the value of the respective interests of Landlord and Tenant makes a single award without separately determining each of the Parties' respective interests, and if Landlord and Tenant do not agree in writing as to their respective portions of such award within 20 days after the date thereof, Landlord and Tenant agree to submit the matter to such court on stipulation for the purpose of a judgment determinative of their respective shares. Any award entered in favor of Tenant, will be paid simultaneously to Tenant and Landlord, as their interests may appear.

14.2 **Partial Taking**. If, during the Term of the Lease, less than the entire Premises is taken by the exercise of the power of eminent domain, and it is economically feasible (in the sole and good faith opinion of Tenant) to continue to operate the remaining portion for the purposes stated in this Lease, this Lease will not terminate but will continue in full force and effect for the remainder of the Term. In any proceeding to determine the value of the portion of the Premises so taken, the respective interests of Landlord and Tenant will be separately determined and computed in accordance with the provisions above, and the separate awards so made will be paid to Landlord and Tenant, respectively, in accordance therewith; provided, however, Tenant will receive that portion of the award made as consequential damages to the Improvements located on the remaining portion of the Premises and Tenant may, in its sole discretion, restore the Premises and Improvements to a suitable state of repair, at its sole cost and expense, in order to permit the continued operation of the Improvements.

14.3 **Credit Against Rent**. If a partial taking occurs prior to the Commencement Date that does not preclude the Tenant's intended use of the Property, the amount of Base Rent payable by Tenant will be reduced by the amount of the condemnation award payable to Landlord pursuant to the provisions of this Lease.

14.4 **Temporary Taking**. If the whole or any part of the Premises or the Improvements is taken for the temporary use or occupancy of the condemning authority, then (a) this Lease will not terminate by reason thereof, (b) Tenant will continue to pay the full Base Rent as provided in Section 4.l, and (c) except only to the extent that Tenant may be prevented from doing so by the order of the condemning authority, the conditions and obligations under this Lease upon the part of the Tenant to be performed and observed will continue to be performed and observed as though the taking had not occurred. In such event, however, Tenant will have the right to participate in all

negotiations with the condemning authority, to appear as a party in any condemnation litigation and to approve any settlement made with the condemning authority. In the event of such taking for temporary use and occupancy, Tenant will be entitled to receive the entire amount of any award made or compensation paid for such taking except that if such temporary taking extends beyond the termination of this Lease, only the portion of such award or compensation attributable to the period prior to such termination will belong to Tenant and the remainder thereof will be paid to Landlord.

ARTICLE 15
Estoppel Certificates

15.1 Upon request by Landlord or Tenant, the other party will certify promptly to the requesting party (a) whether or not this Lease is valid and in full force and effect; (b) whether or not this Lease has been modified (and, if there are modifications, identifying them), (c) whether or not the party executing the certificate knows of any default or breach by the other party under any of the terms of this Lease (and, if any exists, describing them); (d) whether or not the fee interest in the Premises is subject to any lien, mortgage, or other encumbrance, securing any indebtedness; (e) the date to which rent has been paid by the Tenant and the date on which the next installment of rent is due; and (f) such other matters within the knowledge of the certifying party relating to this Lease as the requesting party may reasonably request.

ARTICLE 16
Inspection of Premises

16.1 Landlord has the right, at all times during reasonable business hours, upon three days prior written notice to Tenant, to enter upon the Premises or any Improvements for the purpose of inspecting the Premises and Improvements and ascertaining the compliance by Tenant of its obligations under this Lease. Any inspection will be made in such manner as to minimize any interference with the use or occupancy of the Premises and Improvements by Tenant and the occupants thereof.

ARTICLE 17
Representations

17.1 **Representations of Tenant**. Tenant represents and warrants to Landlord as follows:

(a) Tenant is a [limited liability company] duly organized and existing and in good standing under the laws of [the Commonwealth of Virginia]. Tenant has the power and authority to enter into and deliver this Lease to Landlord. The execution and delivery of this Lease and the consummation of the transactions contemplated by this Lease have been authorized by all requisite action of Tenant. The individual executing this Lease on behalf of Tenant is duly authorized and this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) The execution and delivery of this Lease by Tenant and the performance by Tenant of its obligations under this Lease do not (i) conflict with, or result in the breach of, the

provisions of, the organizational and governing documents of Tenant or any contract or agreement to which Tenant is a party, (ii) constitute a violation of any governmental law, ordinance, regulation or other requirement applicable to Tenant, (iii) constitute a violation of any judgment, decree, or order applicable to Tenant, or (iv) require the consent, waiver, or approval of any third party.

17.2 **Representations of Landlord**. Landlord represents and warrants to Tenant as follows:

(a) Landlord is a body politic and corporate under laws of the Commonwealth of Virginia. Landlord has the power and authority to enter into and deliver this Lease to Tenant. The execution and delivery of this Lease and the consummation of the transactions contemplated by this Lease have been authorized by all requisite action of Landlord. The individual executing this Lease on behalf of Landlord is duly authorized and this Lease is a valid and binding obligation of Landlord, enforceable in accordance with its terms.

(b) The execution and delivery of this Lease by Landlord and the performance by Landlord of its obligations under this Lease do not (i) conflict with, or result in the breach of, the provisions of, the organizational and governing documents of Landlord or any contract or agreement to which Landlord is a party, (ii) constitute a violation of any governmental law, ordinance, regulation, or other requirement applicable to Landlord, (iii) constitute a violation of any judgment, decree, or order applicable to Landlord, or (iv) require the consent, waiver, or approval of any third party.

ARTICLE 18
Tenant Defaults

18.1 **Events of Default.** The following events constitute a default on the part of the Tenant with respect to its obligations under this Lease and a breach of this Lease:

(a) The failure to pay Base Rent or any other monetary sums owing under this Lease to Landlord within 10 days after written notice of such default has been given by Landlord to Tenant; or

(b) The failure of Tenant to observe or perform any of the other covenants, agreements, and obligations to be observed and performed and the continuance of such failure for a period of 30 days after written notice has been given by Landlord to Tenant, provided, however, that if the default is of such nature that it cannot be cured with reasonable diligence within such 30-day period, the time within which Tenant is required to cure the default will be extended for an additional period as may be necessary for the curing thereof with reasonable diligence provided Tenant has diligently commenced to cure the default within the 90-day period and continues to act diligently to cure same.

18.2 **Termination of Lease**. Upon the occurrence of any default and the expiration of the grace period granted to Tenant set forth in this Lease, Landlord may, at its election, if the default continues unremedied or uncured, terminate this Lease by giving notice thereof to Tenant.

On the giving of such notice, all of Tenant's rights in the Premises and Improvements will terminate. Promptly after such notice, Tenant will surrender and vacate the Premises.

ARTICLE 19
Landlord Defaults

19.1 **Events of Default**. If any default in the observance or non-performance of any term of this Lease by Landlord which has not been cured within 30 days after notice of the default, Tenant has the right to cure the default and deduct the reasonable cost thereof (together with interest as hereinafter provided) from any Base Rent or other amounts payable by Tenant. In the alternative, Tenant may demand any such payment from Landlord. If, however, a default cannot be cured with reasonable diligence within a 30-day period, the time within which Landlord must cure the default will be extended. Any additional period requires Landlord's reasonable diligence, and such diligence must have been commenced within the 30-day period. All amounts advanced by Tenant pursuant to this Section will bear interest at the Prime Rate from the date advanced by Tenant to the date reimbursed by Landlord to Tenant or offset by Tenant against any amount payable by Tenant under this Lease. If Landlord fails to cure any default despite such reasonable diligence after 180 days, Tenant may terminate this Lease.

19.2 **Limitation on Landlord's Liability**. If Landlord breaches any of the provisions of this Lease, Landlord's liability will in no event exceed Landlord's interest in the Premises, and Tenant expressly agrees that any judgment or award that it may obtain against Landlord will be recoverable and satisfied solely out of the right, title, and interest of Landlord in the Premises (including the interest of Landlord under this Lease) and Tenant will have no right of lien or levy against any other property of Landlord, or any employees, agents, or representatives of Landlord, nor will any other property or asset of Landlord be subject to levy, execution, or other enforcement proceedings for the collection of any sums or satisfaction of any judgment or award.

ARTICLE 20
Quiet Enjoyment

20.1 Landlord covenants to Tenant that Landlord has the right and authority to enter into this Lease and that Tenant, by paying the rents and other amounts required to be paid by Tenant and observing and performing all other covenants and conditions on Tenant's part to be performed and observed, will quietly hold, occupy, and enjoy its interest in the Premises during the Term.

ARTICLE 21
Notices

21.1 **Addresses**. Any notice required or referenced under this Lease must be in writing and delivered to the Parties at the following addresses:

(a) If given to Landlord:

Board of Supervisors of Fairfax County, Virginia
Facilities Management Department
Fairfax County Government Center Suite 424

12000 Government Center Parkway
Fairfax, Virginia 22035
Attention: Leasing Department

with a copy to:

Office of the County Attorney
Fairfax County Government Center Suite 549
12000 Government Center Parkway
Fairfax, Virginia 22035
Attention: County Attorney

(b) If given to Tenant:
DrinkLocal LLC
6020 Colchester Road
Fairfax, VA 22030
Attention: Sam Gray

Either party may change the addresses set forth in this provision upon 10 Business Days written notice to the other party. No such new address will take effect until such notice is given.

21.2 **Manner of Delivery of Notice**. Any notice required or referenced by this Lease must be served by registered or certified mail, postage prepaid, return receipt requested, by personal delivery, or by commercially recognized ground or air same day or overnight courier service. Every notice will be deemed to have been given on the date of receipt by the addressee. If any delivery is refused by the addressee, or a notice is not delivered because no notice of a change of the address was given by the receiving party, the date of receipt will be the date of refusal or attempted delivery. Whenever under this Lease a notice is required to be delivered on a day that is not a Business Day, the day of required delivery will automatically be extended to the next Business Day. Notices, demands, requests, and other communications given by a party's attorney and sent to the other party to this Lease as provided in this Article 21 will have the same effect as if given by a party to this Lease.

ARTICLE 22
Holding Over

22.1 This Lease will terminate without further notice at the expiration or earlier termination of the Term. Any holding over by Tenant after the expiration or termination of the Term will not constitute a renewal or extension or give Tenant any rights in or to the Premises except as expressly provided in the Lease. Any holding over with the consent of Landlord (which may be withheld in its sole discretion) will be construed to be a tenancy from month to month, at 150% of the monthly fair rental value of the Premises during the period of holdover and will otherwise be on the terms and conditions specified in this Lease insofar as applicable.

ARTICLE 23
No Partnership or Agency

23.1 Nothing contained in this Lease may be deemed or construed as creating a partnership, joint venture, or any other association between Landlord and Tenant, or cause Landlord or Tenant to be responsible in any way for the debts or obligations of the other, or render either party to this Lease the agent of the other, or empower either party to act for or bind the other, and no provision contained in this Lease nor any acts of the Parties may be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

ARTICLE 24
Surrender of Premises

24.1 On the Lease Termination Date, Tenant will surrender and deliver the Premises, together with any Improvements then located thereon, in good, clean, orderly condition and repair (ordinary wear and tear excepted), and otherwise in compliance with the provisions of this Lease.

ARTICLE 25
Miscellaneous

25.1 **No Third-Party Beneficiary**. Each and every provision of this Lease is intended to create rights and obligations enforceable only between Landlord and Tenant and their successors and assigns. Nothing in this Lease constitutes or may be construed as a contract for the benefit of a third party.

25.2 **No Broker**. With the exception of JLL, whose fees will be the sole responsibility of Landlord, Landlord and Tenant each represent and warrant to the other that this Lease has been negotiated without the aid or assistance of any party who is entitled to be paid a real estate commission or similar fee.

25.3 **Amendments**. The terms of this Lease may be amended or otherwise modified only by a written instrument duly executed by the Parties.

25.4 **Rules of Construction**.

(a) When a reference is made in this Lease to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Lease unless otherwise indicated.

(b) Whenever the words “include,” “includes,” or “including” are used in this Lease, they will be deemed to be followed by the words “without limitation.”

(c) The definitions contained in this Lease are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and neuter genders and non-

genders of such terms. Whenever the context requires, any pronouns used in this Lease include the corresponding masculine, feminine, or non-gender forms.

25.5 **Severability**. If any provision of this Lease or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Lease will not be affected, and each provision of this Lease will be valid and will be enforced to the fullest extent permitted by law.

25.6 **Choice of Law**. This Lease and any dispute, controversy or proceeding arising out of or relating to this Lease (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.

25.7 **Venue**. All claims and litigation arising out of or related to this Lease must be brought and resolved in the courts of the Commonwealth of Virginia located in Landlord of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

25.8 **Waiver of Jury Trial**. Each party waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Lease.

25.9 **Headings**. The captions of this Lease are for reference only and do not describe the intent of this Lease or otherwise alter the terms of this Lease.

25.10 **Non-Waiver**. No waiver of any breach of this Lease will be deemed a waiver of any preceding or succeeding breach under this Lease or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

25.11 **Counterparts and Distribution**. This Lease may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

25.12 **Entire Agreement**. This Lease, together with the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the Parties. The terms of this Lease may be amended or modified only by a written instrument executed by the Parties.

25.13 **Appropriations**. Any terms of this Lease that would require the payment of money by Landlord are subject to appropriations by the Fairfax County Board of Supervisors. If appropriations are not made for any fiscal year, Landlord will not be obligated to make any payments beyond the amount appropriated.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

[Signatures on the following pages]

LANDLORD:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____
Name: _____
Title: _____

TENANT:

DRINK LOCAL LLC

By:_____
Name: _____
Title: _____

EXHIBIT A

Identification of Premises and Surrounding Land

W-15 Lease Premises



Landlord's Abutting Land



EXHIBIT B

Tenant Improvements

1. **Building:** Final interior design and fit-out by Tenant to accommodate approved retail use for food and beverage establishment.

2. **Plaza**: Tenant will have exclusive use of a 1,035 sf exterior brick dining plaza with furniture and related materials to operate for approved uses provided by Tenant.

3. **Floor:** Tenant will provide flooring on the first floor, over concrete slab prepared by Landlord. Tenant will provide finished flooring on the second floor, to cover Landlord provided concrete slab. Any sub-flooring required to make Tenant's final finish work will be Tenant's responsibility. Tenant is required to make any interior building ADA accommodations.

4. **Lighting**: Tenant will be responsible for any lighting for the Plaza and building over and above the emergency lighting by code general lighting for building shell space provided by the Landlord, not originally installed prior to Lease Commencement Date

5. **Gas:** Existing 2" gas line is provided by the Landlord with final connection by Tenant.

6. **Water:** Landlord to provide a 6" waterline for Fire service and a 2" domestic water supply tap to one point within the Demised Premises. Additional interior water lines and connections from the tap to be provided by the Tenant.

7. **Waste/Sanitary:** Landlord to provide a 4" sanitary line for Tenant's final connection. Plumbing rough-ins for toilet rooms, drinking fountains with final design and fixture installation to be provided by Tenant.

8. **Sprinkler:** Landlord shall supply sprinkler loop with up-turned sprinkler heads in compliance with code for unoccupied space. Tenant shall be responsible for final configuration and distribution to meet code requirements for Tenant's use and layout.

9. **Telephone:** Data outlets with empty conduits required by code are provided by the Landlord, with final wiring and connection by Tenant.

10. **HVAC:** Landlord will provide electric base board heaters to provide warm shell. Additional HVAC equipment will be installed by Tenant.

EXHIBIT C

Tenant's Permitted Use

The Premises are subject to a several land use approvals governing the use of the site. Governing approvals include:

- RZ/FDP 2003-MV-033, approved on July 26, 2004, to rezone the property from the R-C District to the PDC district.
- PCA/FDPA 2003-MV-033, approved on August 3, 2009, to modify the previous 2004 RZ 2003-MV-033 approval.

Subject to the above-mentioned land use approvals for the Premises, approved proffer restrictions, and all other applicable regulatory ordinances, the Tenant is permitted for the following uses on the Premises:

- Operation of a office or restaurant establishment subject to the following hourly operation restrictions:
    - Permitted hours of operation from 11:00 a.m. – 11:00 p.m. from Sunday through Thursday and 11:00 a.m. – 1:00 a.m. on Friday and Saturday.
    - There shall be no hourly restrictions on the use and occupancy of structures and facilities by staff/employees of the Tenant.
- Any other permitted uses for the Premises that may be allowed under approved or subsequently approved land use applications or determinations by Fairfax County and/or the Fairfax County Department of Planning and Development.

EXHIBIT D

Landlord Services

1. **Building**: Landlord will be responsible for maintenance of building exterior, roof, and fire safety systems.

2. **Plaza**: Landlord will be responsible for maintenance of landscaping, sidewalks, and for repairs. Tenant will have responsibility for general upkeep, cleaning, and snow removal in outdoor spaces on the Premises.

3. **Parking Lots**: Landlord will be responsible for restriping, repairs, and snow removal for surface parking areas. Snow removal priority status will be communicated to the Tenant annually.

4. **Courtyard Area**: Landlord will be responsible for stormwater device maintenance, original lighting, electrical fixtures and receptacles.

EXHIBIT E

LIABILITY AND INSURANCE PROVISIONS

1. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said premises, shall be and remain at the sole risk of the Tenant, and County shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or from the bursting, leaking or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The County shall not be liable for any personal injury to the Tenant (including its employees, business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the premises.

2. HAZARDOUS CONDITION: Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall promptly pay (or, if County (being under no obligation to do so) initially pays such amounts, reimburse County) for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless County agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

3. DAMAGES TO PREMISES: If the premises, in whole or part, or any equipment located at the facility during the term of this Agreement is damaged by the act, default or negligence of Tenant, or of Tenant’s agents, employees, patrons, guests or any person admitted to the facility by Tenant, Tenant will pay to the County upon demand, such sums as will be necessary to restore the facility or equipment contained in or on the facility to their present condition.

4. INSURANCE COVERAGE AND LIMITS REQUIREMENTS: The Tenant shall, During the License Term provide the following:

    a. Workers' Compensation and Employer's Liability insurance with statutory limits and not less than $500,000 Employer's Liability to protect the Tenant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. This provision shall be waived if the Tenant is not required to procure workers’ compensation under Virginia law and they execute a document, in writing and under penalty of perjury, that they are exempt from their States statutory requirements to provide Worker’ Compensation coverage in addition to waiving their rights under the Labor Code.

b. Commercial General Liability insurance in the amount not less than $1,000,000 per occurrence/ $2,000,000 aggregate, to protect the Tenant, its sub-Tenants, and the interest of the County, its officers, and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. If the Tenant provides any services to minors that would include supervisor or childcare outside the presence of their legal parent or guardian, the General Liability policy shall include an endorsement for Sexual/Physical Abuse and Molestation Coverage with limits at least equal to the minimum requirements of the said policy

c. Automobile Liability insurance for owned, non-owned, and hired, in the amount not less than $1,000,000 per occurrence/aggregate (or Combined Single Limit), including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Tenant. Non-Owned Auto Liability coverage will meet this requirement if Tenant does not own vehicles. In addition, all mobile equipment used by the Tenant in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. Where appropriate, Garage Keeper's Liability coverage shall also be maintained.

d. “Special Peril” Property Insurance on buildings and personal property in an amount not less than the full insurable replacement value of such buildings and personal property, with a maximum deductible is $10,000. Property insurance will include Business Interruption coverage for not less than the equivalent of twelve (12) month rental.

e. Liquor liability for the sale of liquor protects the Tenant against liability imposed by reason of manufacturing, distributing, selling, serving or giving alcoholic beverages to the public either for consumption of alcoholic beverages on or off the Leased Premises with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. If written on a “claims made” form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time. If Liquor Liability is written on a separate policy from the commercial general liability policy; such policy shall name County as additional insured.

5. GENERAL INSURANCE TERMS AND CONDITIONS REQUIREMENTS: All policies of insurance required shall meet the following Terms and Conditions:

a. Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the County’s Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

b. The Tenant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Tenant's or their insurance agent/broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.

c. After a period of two years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether such additional insurance requirements are otherwise described or contemplated herein

d. Tenant waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Tenant or its contractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Tenant or its contractors. Where permitted by law, Tenant must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e. If the Tenant fails to maintain the required insurance the County may, but does not have to, maintain the insurance at Tenant's expense plus an additional 15% administrative charge payable to the County. The policy shall expressly provide that it is not subject to invalidation of the County's interest by reason of any act or omission on the part of Tenant

f. Tenant shall ensure that all sub-Tenants, and/or contractors shall be required to maintain insurance coverage at least as broad as those contain herein and that all sub-Tenants, and/or contractors will also comply with all other terms and conditions related to insurance and indemnification requirements.

6. PROOF OF INSURANCE COVERAGE

a. The Tenant will provide an original signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

b. The Tenant will secure and maintain all insurance certificates of its sub-Tenants, and/or contractors which shall be made available to the County on demand.

c. The Tenant will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County by the Tenant's insurance agent or representative.

d. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 60-day written notice to the County. The Tenant shall furnish a new certificate prior to any change or cancellation date. The failure of the Tenant to

deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

e. The County, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess."

7. INDEMNIFICATION: The Tenant hereby agrees to indemnify and hold harmless the County of Supervisors, Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits including reasonable attorney fees, and the cost of appeals arising out of any claims or suits, because of the Tenant, including sub-Tenants, their agents, servants, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy and condition of the premises. Compliance by the Tenant with the foregoing requirements as to carrying insurance shall not relieve the Tenant of their liability provisions of the contract.

8. WAIVER OF SUBROGATION: All insurance policies shall contain a waiver of subrogation on behalf of the County as noted hereunder to waive the insurer’s right of recovery to include the Employers Liability portion of the Workers Compensation/Employers Liability coverage.

Board Agenda Item
September 30, 2025

4:00 p.m.

Public Hearing to Convey Certain Land Rights in Board-Owned Property to the City of Fairfax for the Blenheim Boulevard Multimodal Improvements Project

ISSUE:
Public hearing to convey a portion of County-owned property at 3750 Blenheim Boulevard to the City of Fairfax (City) for the Blenheim Boulevard Multimodal Improvements Project (Blenheim Project).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff convey certain property rights in Board-owned property to the City for the Blenheim Project.

TIMING:
On August 26, 2025, the Board authorized the advertisement of a public hearing to be held on September 30, 2025, at 4:00 p.m., to consider the transfer of Board-owned property to the City.

BACKGROUND:
The Board of Supervisors is the owner of a 2.4-acre parcel of land located at 3750 Blenheim Boulevard identified as City Tax Parcel No. 57 2 02 172 (Property). The Property is improved with the Joseph Willard Health Center, a licensed County medical facility which provides immunizations, health screenings, and laboratory testing services to approximately 15,000 individuals per year (Willard Center). To the north of the Property lies the Stacy C. Sherwood Community Center, a recreational facility and event venue owned and operated by the City (Sherwood Center).

The City is in the process of acquiring land for the Blenheim Project, which involves the reconstruction of Blenheim Boulevard to include sidewalks on both sides of the roadway, a two-way cycle track on the north side, and upgraded bus stops and shelters throughout the project area. To accommodate the new cycle track -- which will be buffered with landscaping medians from the road itself -- the City needs the County to convey from the Property two small strips of land in fee simple totaling 2,050 square feet and to dedicate a temporary construction easement consisting of 8,962 square feet.

Around the same time the Blenheim Project is scheduled to go to construction, the County will be embarking on the initial site work for the Willard-Sherwood Redevelopment Project. This joint initiative of the City and the County will consolidate the Willard Center and the Sherwood Center into a 100,000 square foot health and community center. To ensure that there are no overlapping construction activities occurring on the Property, the City and the County are finalizing an agreement that will establish a protocol that will coordinate the phasing of the Blenheim Project and the Redevelopment Project.

Given the enhanced access the Blenheim Project will provide to the Property, the County supports donating the needed property rights to the City in lieu of requiring minor compensation for the dedications of the right-of-way.

EQUITY IMPACT:
The donation of the land rights to the City for incorporation into the Blenheim Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Tiya Raju, Deputy Director, Capital Facilities, DPWES
Vrushali Oak, Acting Director, Building Design and Construction Division, DPWES
José Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
September 30, 2025

4:00 p.m.

Public Comment on Issues of Concern