FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 3, 2026

AGENDA

9:30	**Done**	Presentation of the Best Workplaces for Commuters Employer Awards
9:30	**Done**	Presentations
9:30	**Done**	Presentation of the Don Smith Award
9:30	**Done**	Presentation by Kate Hanley, Chairman of the Electoral Board, Regarding Election Year 2025
9:30	**Adopted Report #1**	Report on General Assembly Activities
10:00	**Done**	Matters Presented by Board Members
10:00	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization to Schedule and Advertise a Public Hearing on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027
2	**Withdrawn**	Authorization to Advertise a Public Hearing on Proposed Landscaping Plans for Tysons in Accordance with the Virginia Department of Transportation's Comprehensive Roadside Management Program (Hunter Mill and Providence Districts)
3	**Approved**	Supplemental Appropriation Resolution AS 26160 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund for CMC Electronics Aurora, LLC (Hunter Mill District)
4	**Approved**	Supplemental Appropriation Resolution AS 26161 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund for Hilton Worldwide Holdings, Inc. (Providence District)
5	**Approved**	Supplemental Appropriation Resolution AS 26162 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia –Commonwealth Development Opportunity Fund for Iridium Satellite, LLC (Providence District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 3, 2026

	ACTION ITEMS	
1	**Approved**	Adoption of a Resolution Confirming the Declaration of Local Emergency, Terminating the Declaration of Local Emergency, and Consenting to all Actions Taken by the Director of Emergency Management and County Staff
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Deferred to 03/03/2026 at 3:30p.m.**	Public Hearing on SE-2025-HM-00001 (Comstock Reston Station Holdings LC) (Hunter Mill District)
3:30	**Approved**	Public Hearing on RZ-2024-DR-00018 (Flagship Virginia OPCO, LLC) (Dranesville District) (Concurrent with PCA-78-D-049 and SE -2024-DR-00031)
3:30	**Approved**	Public Hearing on PCA-78-D-049 (Flagship Virginia OPCO, LLC) (Dranesville District) (Concurrent with RZ-2024-DR-00018 and SE-2024-DR-00031)
3:30	**Approved**	Public Hearing on SE-2024-DR-00031 (Flagship Virginia OPCO, LLC) (Dranesville District) (Concurrent with RZ-2024-DR-00018 and PCA-78-D-049)
3:30	**Approved**	Public Hearing on SE-2024-MV-00008 (Alusine Conteh) (Mount Vernon District)
3:30	**Approved**	Public Hearing on SEA-00-Y-004-002 (Mount Olive Baptist Church) (Sully District)

Board Agenda Item
February 3, 2026

9:30 a.m.

Presentation of the Best Workplaces for Commuters Employer Awards

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Julie Bond, Program Manager, Best Workplaces for Commuters Center for Urban Transportation Research

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
February 3, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To celebrate the 75th anniversary of the Centreville Volunteer Fire Department. Requested by Chairman McKay and Vice-Chairman Smith.

RESOLUTION — To honor Kerrie Wilson for 25 years of dedicated service to Cornerstone and the region. Requested by Chairman McKay, Supervisor Alcorn and Supervisor Bierman.

PROCLAMATION — To designate February 2026 as Black History Month 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
February 3, 2026

9:30 a.m.

Presentation of the Don Smith Award

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Norman Hall, Chairman, Employee Advisory Council (EAC)

Board Agenda Item
February 3, 2026

9:30 a.m.

Presentation by Kate Hanley, Chairman of the Electoral Board, Regarding Election Year 2025

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Kate Hanley, Chairman, Electoral Board

Board Agenda Item
February 3, 2026

9:30 a.m.

Report on General Assembly Activities

EQUITY IMPACT:
The County's Legislative Program sets the County's state legislative priorities and positions, which connect to the Strategic Plan and the One Fairfax policy, including education, housing, the environment, health and human services, and transportation. In addition to the Legislative Program, County staff review individual bills during the General Assembly session and bring bills to the Legislative Committee of the Board of Supervisors for consideration. As part of this bill review, staff consider the equity implications, local fiscal impact, and potential impacts on local authority as a result of the proposed legislation. The Committee's positions on specific bills are outlined in the memo and tracking chart included in the Committee's report.

ENCLOSED DOCUMENTS:
Documents available online at https://www.fairfaxcounty.gov/boardofsupervisors/, under "2026 Board Legislative Reports," by February 2, 2026.

PRESENTED BY:
Supervisor Andres F. Jimenez, Chairman, Board of Supervisors' Legislative Committee
Bryan J. Hill, County Executive

Board Agenda Item
February 3, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
February 3, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
February 3, 2026

ADMINISTRATIVE – 1

Authorization to Schedule and Advertise a Public Hearing on the Proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027

ISSUE:
Board of Supervisors (Board) authorization is requested to schedule and advertise a public hearing on the proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027, as forwarded by the Consolidated Community Funding Advisory Committee (CCFAC).

RECOMMENDATION:
The County Executive recommends that at its meeting on February 3, 2026, the Board authorize the advertisement of a public hearing on the Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 (Attachment 1) to be held on March 17, 2026, at 4:00 p.m. In accordance with U.S. Department of Housing and Urban Development (HUD) regulations and guidelines, the public will have an opportunity to comment on the FY 2027 – FY 2031 Consolidated Plan's housing and community development goals and priorities and the proposed use of funds identified in the FY 2027 One-Year Action Plan. Residents may also comment on housing and community development needs in Fairfax County as well as provide information concerning changes in housing and community development trends since the last public hearing on the FY 2026 One-Year Action Plan held by the Board on March 18, 2025.

TIMING:
Board action is requested on February 3, 2026, to schedule and advertise the public hearing for March 17, 2026, at 4:00 p.m., to comply with the HUD-mandated public participation process and to maintain the consolidated planning schedule for compliance with the HUD filing deadline.

BACKGROUND:
The FY 2027 - FY 2031 Consolidated and FY 2027 One-Year Action Plans comply with HUD regulations that require Fairfax County to prepare a multi-year consolidated plan to disclose to county residents the County's housing and community development goals and the intended uses of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) funds (collectively, the Federal Funds) to achieve the identified goals during the five-year

period. The FY 2027 – FY 2031 Consolidated and FY 2027 One-Year Action Plans identify a wide range of needs, current programs and strategies, and gaps and priorities for housing, community service, homeless, community development, neighborhood preservation and revitalization, employment and economic opportunity programs and services in the County. The proposed FY 2027 One-Year Action Plan also complies with HUD regulations that require the County to file a 1-year action plan for each year covered by the consolidated plan to disclose the County's intended use of the Federal Funds expected to be available and the consolidated plan goals that are expected to be achieved in that year

In 1997, the Board adopted a Fairfax County Citizen Participation Plan to provide a guide for public input and participation in the consolidated plan and one-year action plan processes, as well as to comply with HUD regulations. As part of the Citizen Participation Plan, the CCFAC was charged with advising the Board on the development of the consolidated plans and one-year action plans. The Citizen Participation Plan requires that prior to submission of each consolidated plan and one-year action plan to HUD, each proposed plan be made available for public comment for at least 30 calendar days (Public Comment Period) and two public hearings be held. The CCFAC held the first public hearing on October 14, 2025, from which all public comments provided have been incorporated into the proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027. Upon approval by the Board, the second public hearing will be scheduled for March 19, 2026, at 4:00 p.m. (Board's public hearing).

On January 13, 2026, CCFAC authorized the release of the proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 for a Public Comment Period. Upon approval by the Board to schedule and advertise the Board's public hearing, staff will release copies of the proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 to the public and begin the Public Comment Period. The Public Comment Period will end at the conclusion of the Board's public hearing. The CCFAC will consider and incorporate, as necessary, all comments received at the Board's public hearing and any revisions suggested by the Board prior to forwarding the final Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 for approval by the Board on May 13, 2026.

The funding estimates used in the proposed FY 2027 One-Year Action Plan are derived by averaging the County's actual CDBG and HOME funding awards during the FY 2023 – FY 2026 performance periods. Estimates are used to allow citizen participation in the preparation of the FY 2027 Action Plan pending receipt of HUD notification of the actual funding awards. The proposed One-Year Action Plan also includes a contingency plan for how allocations of the estimated Federal Funds are to be adjusted after HUD notice of the actual awards for FY 2027 has been received.

The funding allocations and contingency plan in the proposed FY 2027 One-Year Action Plan were adopted by the CCFAC on January 13, 2026, based on recommendations by the CCFAC - Fairfax County Redevelopment and Housing Authority (FCRHA) Working Advisory Group (WAG). The WAG is a joint committee established to strengthen coordination between the CCFAC and the FCRHA for the development of the proposed uses of Federal Funds.

The proposed FY 2027 One-Year Action Plan includes a total $8,420,348 estimated allocation of grant award Federal Funds to the County for FY 2027, as follows:

- $5,872,750 in CDBG
- $2,037,491 in HOME
- $510,107 in ESG.

The FY 2027 One-Year Action Plan further includes a total of $937,670 in estimated appropriated program income ($822,819 in CDBG and $114,851 in HOME).

STAFF IMPACT:
None. No new positions will be added because of this action.

EQUITY IMPACT:
The planned investment of federal funds across the 11 projects identified in the Draft FY 2027 One-Year Action Plan not only meets the critical housing, human services, and community development needs but also aligns with multiple focus areas of the One Fairfax policy:

Community and economic development policies and programs that promote wealth creation and ensure fair access for all people.

Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county.
A health and human services system where opportunities exist for all individuals and families to be safe, be healthy and realize their potential through the provision of accessible, high quality, affordable and culturally appropriate services.

FISCAL IMPACT:
Funds identified in the proposed FY 2027 Action Plan include CDBG ($5,872,750), HOME ($2,037,491), and ESG ($510,107). Total estimated program income of $937,670, including CDBG program income of $822,819 and HOME program income of

$114,851, will be programmed for use in FY 2027 through this action. In addition, an as-yet-undetermined amount of previously programmed funding is expected to be carried forward as previously allocated in prior year.

ENCLOSED DOCUMENTS:
Attachment 1: The proposed Five-Year Consolidated Plan for FY 2027-2031 and One-Year Action Plan for FY 2027 will be available January 23, 2026 on-line at https://www.fairfaxcounty.gov/housing/data/consolidated-plan

STAFF:
Christopher Leonard, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Real Estate & Community Development Finance Manager, HCD
Laura O. Lazo, Associate Director, Grants Management (GM), HCD
Sherryn Craig, Program Manager, GM, HCD

Board Agenda Item
February 3, 2026

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on Proposed Landscaping Plans for Tysons in Accordance with the Virginia Department of Transportation's Comprehensive Roadside Management Program (Hunter Mill and Providence Districts)

ISSUE:
Board authorization to advertise a public hearing to review the proposed landscaping activities for up to four sites in Tysons, developed by the Tysons Community Alliance (TCA), required as part of the County's application to perform roadside landscaping pursuant to the Virginia Department of Transportation's (VDOT) Comprehensive Roadside Management Program (Program) and consider a corresponding resolution of endorsement.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing on March 3, 2026, at 4:00 p.m. to review the proposed landscaping activities and consider adoption of the proposed resolution of endorsement, substantially in the form of Attachment 3, and to further notify VDOT of its intention to hold a public hearing as set forth in 24VAC30-121-30.

TIMING:
The Board's action is requested on February 3, 2026, to provide sufficient time to advertise a proposed public hearing to be held on March 3, 2026, at 4:00 p.m.

BACKGROUND:
The Comprehensive Roadside Management Program is administered by VDOT and provides private businesses, civic organizations, communities, individuals, and local governments an opportunity to improve the appearance and safety of the state-maintained right-of-way by participating in the development, establishment, and maintenance of landscaping activities within the state-maintained right-of-way. Local governments may apply to VDOT to perform landscaping activities within VDOT's right-of-way. Though the Program requires the local government to be the applicant, non-government entities, through sponsorship by a local government, may participate as a donor by providing the local government cash or noncash contributions.

The TCA initiated an effort to serve as a project partner for a pilot of the Program in Fairfax County. They have developed the plans, will recruit sponsors to fund improvements, and provide maintenance at the proposed sites in Tysons, as sponsorship is secured (Attachment 1). The plans focus on landscape enhancements, plantings, and maintenance commitments, with the goal of improving the appearance of Tysons, creating well managed landscapes, and enhancing the safety and experience of walking and biking on adjacent sidewalks.

This would mark the first use of the Program in Fairfax County and the Northern Virginia region. As part of a locality's application, *Section 24VAC30-121-30 of the Virginia Administrative Code* requires the local governing body to adopt a formal resolution of endorsement of the project. The local governing body, however, must first hold a public hearing during which the proposed landscaping activities are available for review and subsequently adopt a resolution of endorsement. Accordingly, the public hearing will provide an opportunity for the Board and members of the public to review and comment on the proposed landscaping plans, as required by the Virginia Administrative Code before considering adoption of the resolution of endorsement. The proposed landscaping plans will be made available through the Fairfax County Department of Transportation's website after authorization of the public hearing.

If approved by the Board, the TCA will work to establish sponsorship for the proposed sites. Once sponsorship is secured, County staff will submit the required application materials to VDOT. Sponsorship would entail providing the funds for targeted invasive species removal, installation of native plantings, ongoing maintenance for the life of the VDOT permit, and signage indicating the sponsorship entity. If approved, VDOT will issue a permit for the improvements.

Maintenance of these sites would become the responsibility of the TCA in collaboration with the selected sponsor. A maintenance agreement between Fairfax County and TCA will be established accordingly. In the event the TCA is unable to attract sponsorships or maintain the sites, the County would have the option to terminate the maintenance agreement.

EQUITY IMPACT:
The project, led by the TCA in partnership with Fairfax County and VDOT, supports the goals of the One Fairfax Policy by improving safety, appearance, and walkability of key corridors in Tysons. By focusing on native landscaping and reducing invasive species, the project enhances the experience of the general public, including residents, workers, and visitors; especially those who rely on the pedestrian network.

The improvements also promote environmental sustainability, support a more welcoming and accessible public realm, and creates an opportunity for public-private collaboration. This pilot can serve as a model for future efforts to invest equitably in shared spaces and ensure all communities benefit from thoughtful, well-maintained transportation infrastructure.

While there is no data to determine impact, staff does not anticipate negative equity implications.

FISCAL IMPACT:
No fiscal impact is expected with this authorization. The plans have been developed using TCA funds and recruited sponsors would fund the associated improvements prior to VDOT permit approval, with no County funding anticipated. In the event the TCA or the sponsor is unable to maintain the sites, the County may terminate the VDOT permit or assume responsibility for its terms.

ENCLOSED DOCUMENTS:
Attachment 1: Area Map of Proposed Landscaping Locations
Attachment 2: Proposed Site-Specific Landscaping Plans
Attachment 3: Proposed Resolution

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Radwan Idris, Transportation Planner, Special Projects, FCDOT
Suzianne Battista, Director, Urban Centers Section, FCDPD

ASSIGNED COUNSEL:
John Dorsey, Assistant County Attorney

Attachment I



LAYOUT: 01, Plotted By: LetterI

VIKA VIRGINIA, LLC
8180 Greensboro Dr., Suite 200
Tysons, VA 22102
703.442.7800 | vika.com

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

VDOT CRMP PLAN

TYSONS
FAIRFAX COUNTY, VIRGINIA

KEY MAP

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	3/21/2025
DWG. SCALE:	1" = 50'
VIKA NO.	8642A
SHEET NO.	L-00

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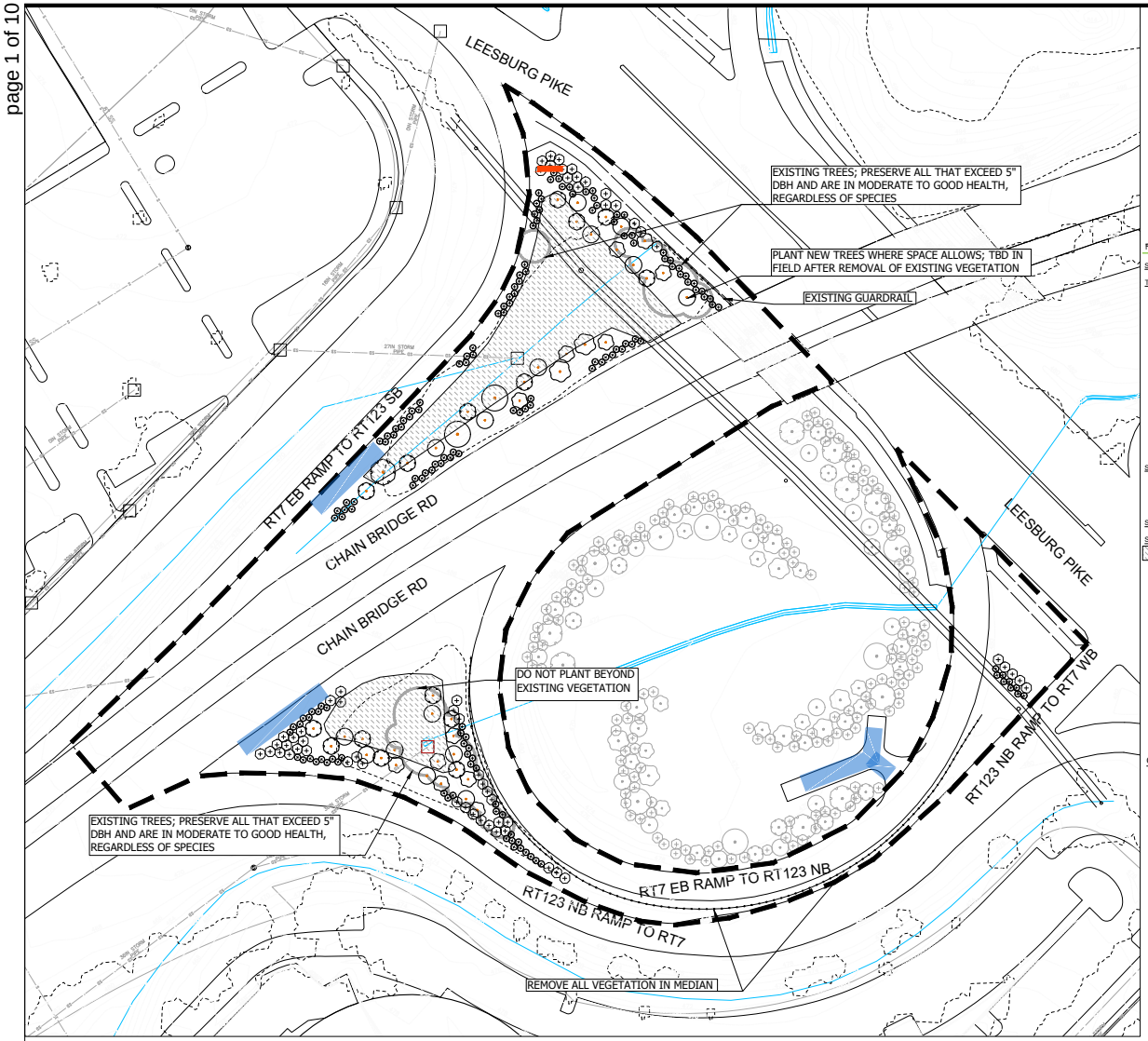

LEGEND

- PROJECT BOUNDARY
- EXISTING TREES; NOT SURVEYED PRESERVE 5"+ DBH
- MAINTENANCE PARKING AREA; INSTALL 4" GRAVEL SURFACE ON COMPACTED SUBBASE, IF NECESSARY
- CRMP SPONSOR SIGN

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
TREES						
	LT2	LIRIODENDRON TULIPIFERA	TULIP POPLAR	1" CAL.	B&B	15
	LT	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2" - 2.5" CAL.	B&B	1
	NS2	NYSSA SYLVATICA	TUPELO	1" CAL.	B&B	12
	NS	NYSSA SYLVATICA	TUPELO	2" - 2.5" CAL.	B&B	2
	QB2	QUERCUS BICOLOR	SWAMP WHITE OAK	1" CAL.	B&B	15
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2" - 2.5" CAL.	B&B	2
SHRUBS						
	MC	MYRICA CERIFERA	WAX MYRTLE	3'-4' HT.	B&B	152
	RG	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	7 GAL.	POT	59

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	QTY
SEED							
	SEED		ROADWAY SEED MIX	---	SEED		18,263 SF

ALTERNATE SPECIES:

CANOPY:
- RED MAPLE
- WILLOW OAK
- PIGNUT HICKORY

UNDERSTORY:
- SWEETBAY MAGNOLIA
- SASSAFRAS
- AMERICAN PERSIMMON
- AMERICAN HOLLY

GENERAL NOTES:

1. CLEAR PROJECT AREA OF INVASIVE SPECIES AND DEAD OR DYING PLANT MATERIAL WITH THE EXCEPTION OF INVASIVE TREES THAT ARE 5" DBH OR GREATER AND IN GOOD HEALTH E.G. PYRUS CALLERYANA
2. EVERY EFFORT SHALL BE MADE TO PRESERVE ALL NATIVE TREE SPECIES THAT ARE IN MODERATE TO GOOD HEALTH, NO MATTER THEIR SIZE.
3. PLANTING IS CONCEPTUAL. FINAL PLANT LOCATIONS WILL BE DETERMINED IN THE FIELD.
4. THIS EXHIBIT IS A COMPILATION OF RECORD INFORMATION AND GIS INFORMATION. THIS EXHIBIT DOES NOT REPRESENT A FIELD RUN BOUNDARY SURVEY AND THE IMPROVEMENTS SHOWN HEREON MAY NOT BE FIELD VERIFIED. THIS EXHIBIT SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION PURPOSES AND IS FOR ILLUSTRATIVE PURPOSES ONLY. AREAS SHOWN HEREON ARE BASED ON THE ASSESSMENT INFORMATION ONLY AND HAVE NOT BEEN VERIFIED.
5. CREWS PERFORMING WORK WILL NOT OBSTRUCT ROADWAYS. VEHICLES AND MACHINERY WILL BE PARKED WITHIN PER TRAFFIC MOT PLANS.
6. WORK SHALL NOT DISRUPT EXISTING STORMWATER FACILITIES OR OVERLAND RELIEF.
7. ALL STORM INLETS TO BE PROTECTED PER DEQ EROSION & SEDIMENT CONTROL MANUAL
8. INVASIVE SPECIES MANAGEMENT PLAN TO BE PROVIDED BY OTHERS, IN COORDINATION WITH VIKA ARBORISTS IF NECESSARY.
9. SEED MIX TO BE CREATED AND PROVIDED BY ERNST SEED, OR SIMILAR SEED RETAILER.
10. SIGHT DISTANCE ANGLES ARE NOT SHOWN AS PLANTINGS ARE NOT PROPOSED WHERE SIGHT DISTANCES COULD BE OBSTRUCTED. EXISTING VEGETATION WITHIN REQUIRED HORIZONTAL SITE OFFSETS OF RAMPS AND CURVES WILL BE REMOVED.

SCHEMATIC PLANS SUBJECT TO CHANGE DURING VDOT PERMITTING AND APPROVALS PROCESS

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

SITE 1
ROUTE 123 / 7 SOUTH
VDOT CRMP PLAN
TYSONS
FAIRFAX COUNTY, VIRGINIA

SCHEMATIC PLANTING PLAN

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	07/10/2025
DWG. SCALE:	1" = 40'
VIKA NO.	8642A
SHEET NO.	L-01

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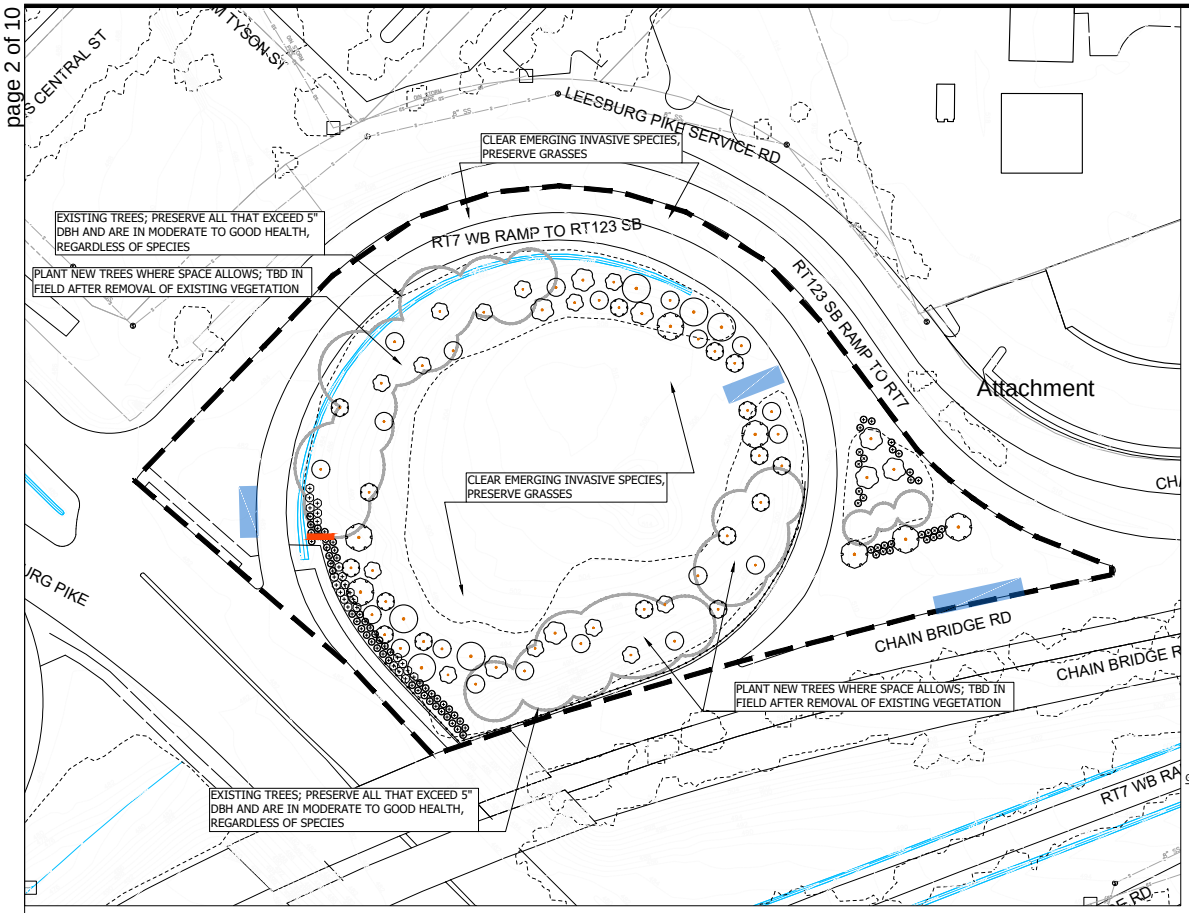
LAYOUT: 01, Plotted By: Letter1



LEGEND

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SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
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	LT	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2" - 2.5" CAL.	B&B	7
	NS2	NYSSA SYLVATICA	TUPELO	1" CAL.	B&B	13
	NS	NYSSA SYLVATICA	TUPELO	2" - 2.5" CAL.	B&B	8
	QB2	QUERCUS BICOLOR	SWAMP WHITE OAK	1" CAL.	B&B	20
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2" - 2.5" CAL.	B&B	6
SHRUBS						
	MC	MYRICA CERIFERA	WAX MYRTLE	3'-4' HT.	B&B	78
	RG	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	POT	24

ALTERNATE SPECIES:

CANOPY:
- RED MAPLE
- WILLOW OAK
- PIGNUT HICKORY

UNDERSTORY:
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- SASSAFRAS
- AMERICAN PERSIMMON
- AMERICAN HOLLY

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9. SEED MIX TO BE CREATED AND PROVIDED BY ERNST SEED, OR SIMILAR SEED RETAILER.
10. SIGHT DISTANCE ANGLES ARE NOT SHOWN AS PLANTINGS ARE NOT PROPOSED WHERE SIGHT DISTANCES COULD BE OBSTRUCTED. EXISTING VEGETATION WITHIN REQUIRED HORIZONTAL SITE OFFSETS OF RAMPS AND CURVES WILL BE REMOVED.

SCHEMATIC PLANS SUBJECT TO CHANGE DURING VDOT PERMITTING AND APPROVALS PROCESS

GRAPHIC SCALE
0 20 50 100
(IN FEET)
1 inch = ft

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

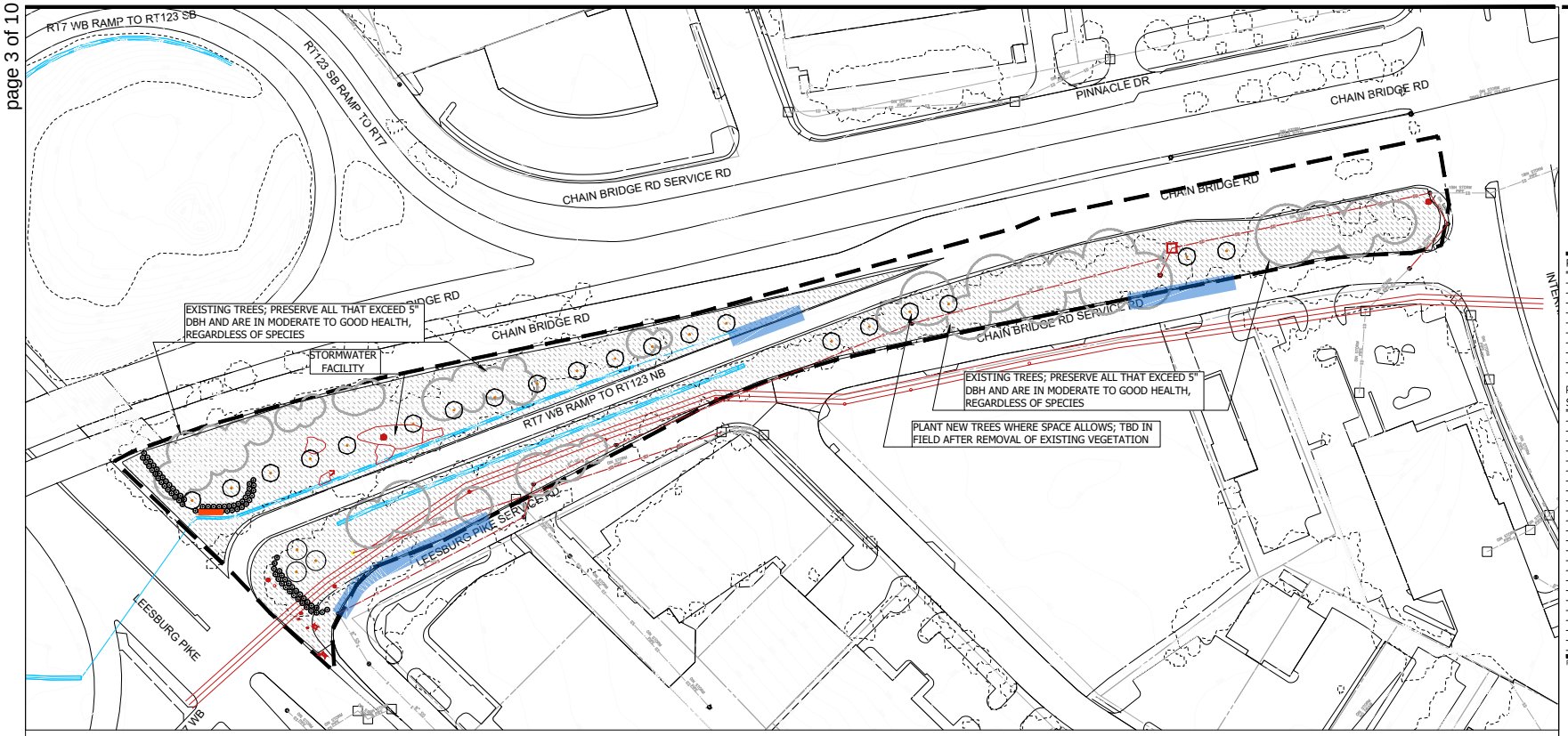
PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

SITE 2
ROUTE 123 / 7 NORTH
VDOT CRMP PLAN
TYSONS
FAIRFAX COUNTY, VIRGINIA

SCHEMATIC PLANTING PLAN

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	07/10/2025
DWG. SCALE:	1" = 40'
VIKA NO.	8642A
SHEET NO.	L-02



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
TREES						
	AR	ACER RUBRUM	RED MAPLE	3" CAL.	B&B	20
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2" - 2.5" CAL.	B&B	3
SHRUBS						
	MC	MYRICA CERIFERA	WAX MYRTLE	3'-4' HT.	B&B	82
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	QTY
SEED							
	SEED		ROADWAY SEED MIX	---	SEED		111,775 SF

SOW SEED MIX WHERE LAND HAS BEEN DISTURBED AND SOIL EXPOSED. WHERE NON-INVASIVE TURFGRASS EXISTS, LEAVE IN PLACE AND DO NOT SOW SEED MIX.

ALTERNATE SPECIES:

CANOPY:
- WILLOW OAK
- PIGNUT HICKORY

UNDERSTORY:
- SWEETBAY MAGNOLIA
- SASSAFRAS
- AMERICAN PERSIMMON
- AMERICAN HOLLY

LEGEND

- PROJECT BOUNDARY
- EXISTING TREES; NOT SURVEYED PRESERVE 5"+ DBH
- MAINTENANCE PARKING AREA; INSTALL 4" GRAVEL SURFACE ON COMPACTED SUBBASE, IF NECESSARY
- CRMP SPONSOR SIGN

SCHEMATIC PLANS SUBJECT TO CHANGE DURING VDOT PERMITTING AND APPROVALS PROCESS

GENERAL NOTES:

1. CLEAR PROJECT AREA OF INVASIVE SPECIES AND DEAD OR DYING PLANT MATERIAL WITH THE EXCEPTION OF INVASIVE TREES THAT ARE 5" DBH OR GREATER AND IN GOOD HEALTH E.G. PYRUS CALLERYANA
2. EVERY EFFORT SHALL BE MADE TO PRESERVE ALL NATIVE TREE SPECIES THAT ARE IN MODERATE TO GOOD HEALTH, NO MATTER THEIR SIZE.
3. PLANTING IS CONCEPTUAL. FINAL PLANT LOCATIONS WILL BE DETERMINED IN THE FIELD.
4. THIS EXHIBIT IS A COMPILATION OF RECORD INFORMATION AND GIS INFORMATION. THIS EXHIBIT DOES NOT REPRESENT A FIELD RUN BOUNDARY SURVEY AND THE IMPROVEMENTS SHOWN HEREON MAY NOT BE FIELD VERIFIED. THIS EXHIBIT SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION PURPOSES AND IS FOR ILLUSTRATIVE PURPOSES ONLY. AREAS SHOWN HEREON ARE BASED ON THE ASSESSMENT INFORMATION ONLY AND HAVE NOT BEEN VERIFIED.
5. CREWS PERFORMING WORK WILL NOT OBSTRUCT ROADWAYS. VEHICLES AND MACHINERY WILL BE PARKED WITHIN PER TRAFFIC MOT PLANS.
6. WORK SHALL NOT DISRUPT EXISTING STORMWATER FACILITIES OR OVERLAND RELIEF.
7. ALL STORM INLETS TO BE PROTECTED PER DEQ EROSION & SEDIMENT CONTROL MANUAL
8. INVASIVE SPECIES MANAGEMENT PLAN TO BE PROVIDED BY OTHERS, IN COORDINATION WITH VIKA ARBORISTS IF NECESSARY.
9. SEED MIX TO BE CREATED AND PROVIDED BY ERNST SEED, OR SIMILAR SEED RETAILER.
10. SIGHT DISTANCE ANGLES ARE NOT SHOWN AS PLANTINGS ARE NOT PROPOSED WHERE SIGHT DISTANCES COULD BE OBSTRUCTED. EXISTING VEGETATION WITHIN REQUIRED HORIZONTAL SITE OFFSETS OF RAMPS AND CURVES WILL BE REMOVED.

GRAPHIC SCALE
0 25 50 100
(IN FEET)
1 inch = 50 ft.

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

SITE 3
ROUTE 123 / 7 EAST
VDOT CRMP PLAN
TYSONS
FAIRFAX COUNTY, VIRGINIA

SCHEMATIC PLANTING PLAN

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	3/21/2025
DWG. SCALE:	1" = 50'
VIKA NO.	8642A
SHEET NO.	L-03

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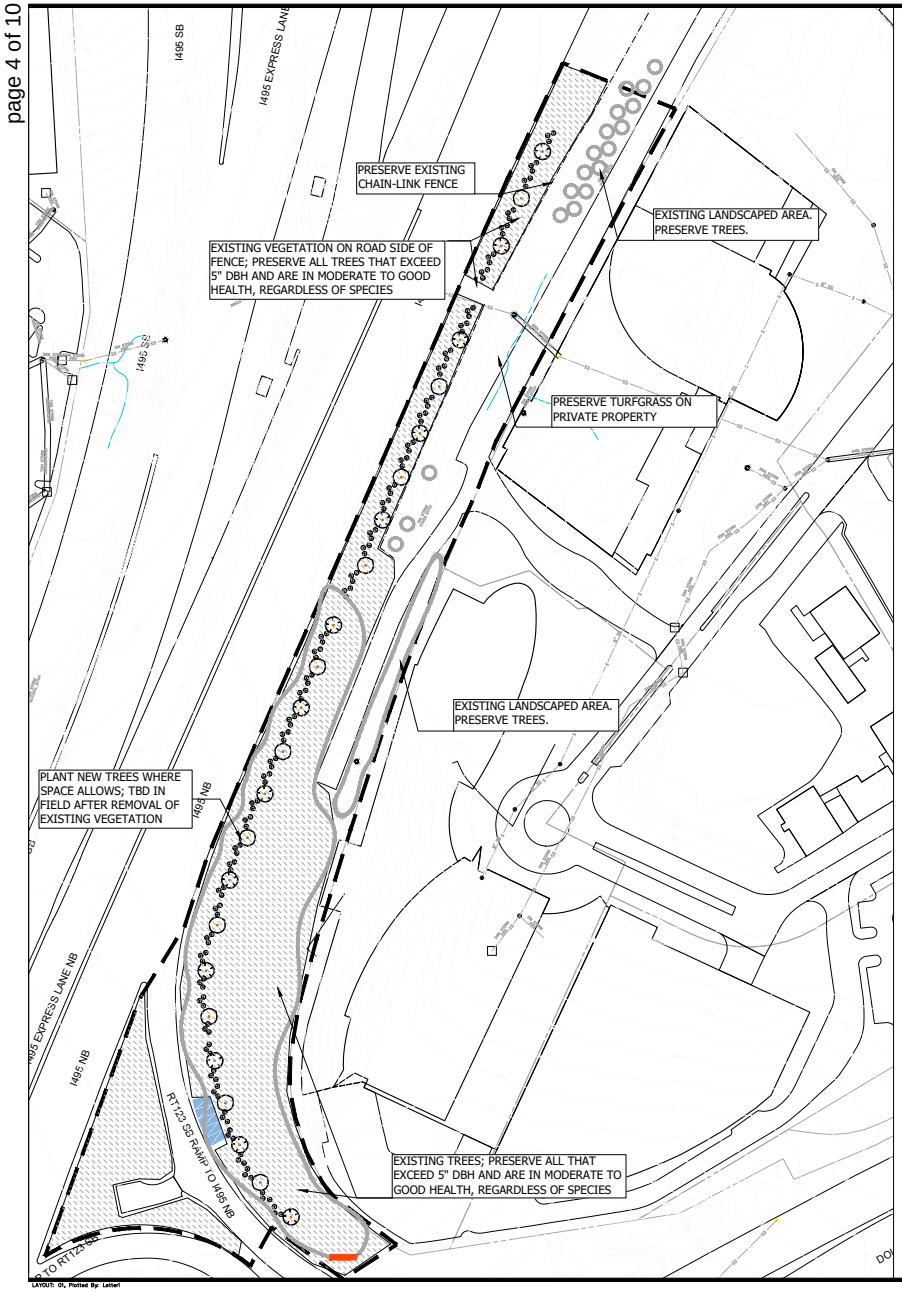
LAYOUT: 01, Plotted By: Letter!



LAYOUT: 01, Plotted By: Letter1

LEGEND

- PROJECT BOUNDARY
- EXISTING TREES; NOT SURVEYED PRESERVE 5"+ DBH
- MAINTENANCE PARKING AREA; INSTALL 4" GRAVEL SURFACE ON COMPACTED SUBBASE, IF NECESSARY
- CRMP SPONSOR SIGN

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	
TREES							
	AR	ACER RUBRUM	RED MAPLE	3" CAL.	B&B	11	
	UV	ULMUS AMERICANA 'VALLEY FORGE'	VALLEY FORGE AMERICAN ELM	3" CAL.	B&B	13	
SHRUBS							
	MC	MYRICA CERIFERA	WAX MYRTLE	3'-4' HT.	B&B	147	
SEED							
	SEED		ROADWAY SEED MIX	---	SEED	110,755 SF	SOW SEED MIX WHERE LAND HAS BEEN DISTURBED AND SOIL EXPOSED. WHERE NON-INVASIVE TURFGRASS EXISTS, LEAVE IN PLACE AND DO NOT SOW SEED MIX. QUANTITY TO BE DETERMINED AFTER INVASIVE REMOVAL.

ALTERNATE SPECIES:

CANOPY:
- WILLOW OAK
- SWEETGUM

UNDERSTORY:
- SWEETBAY MAGNOLIA
- SASSAFRAS
- AMERICAN PERSIMMON
- AMERICAN HOLLY

SCHEMATIC PLANS SUBJECT TO CHANGE DURING VDOT PERMITTING AND APPROVALS PROCESS

GRAPHIC SCALE

0 30 60 120

(IN FEET)
1 inch = 60 ft.

GENERAL NOTES:

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6. WORK SHALL NOT DISRUPT EXISTING STORMWATER FACILITIES OR OVERLAND RELIEF.
7. ALL STORM INLETS TO BE PROTECTED PER DEQ EROSION & SEDIMENT CONTROL MANUAL
8. INVASIVE SPECIES MANAGEMENT PLAN TO BE PROVIDED BY OTHERS, IN COORDINATION WITH VIKA ARBORISTS IF NECESSARY.
9. SEED MIX TO BE CREATED AND PROVIDED BY ERNST SEED, OR SIMILAR SEED RETAILER.
10. PREPARE SOIL FOR SEED AS SPECIFIED BY SEED PROVIDER.
11. SIGHT DISTANCE ANGLES ARE NOT SHOWN AS PLANTINGS ARE NOT PROPOSED WHERE SIGHT DISTANCES COULD BE OBSTRUCTED. EXISTING VEGETATION WITHIN REQUIRED HORIZONTAL SITE OFFSETS OF RAMPS AND CURVES WILL BE REMOVED.

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

SITE 4 - ROUTE 495 / CHAIN BRIDGE EAST VDOT CRMP PLAN

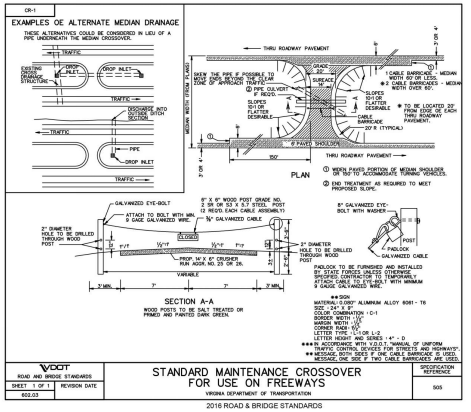
TYSONS
FAIRFAX COUNTY, VIRGINIA

SCHEMATIC PLANTING PLAN

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	3/21/2025
DWG. SCALE:	1" = 50'
VIKA NO.	8642A
SHEET NO.	L-04

FILE: O:\Projects\8642A\DESIGN\LANDSCAPE\DRAWINGS\PHASE 2\PLANTING PLANS\PS8642A_09 495 CHAIN EAST PLANTING PLAN.dwg USER: kletterl DATE: December 2, 2025 TIME: 2:34:59 PM LAYOUT: 01

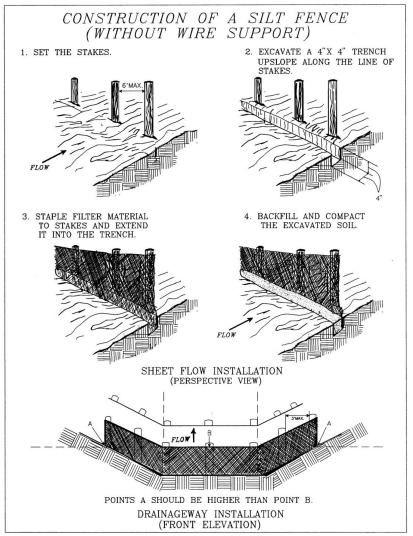
2016 ROAD & BRIDGE STANDARDS



2016 ROAD & BRIDGE STANDARDS

01 / MAINTENANCE DRIVE

1992 3.05



Source: Adapted from Installation of Straw and Fabric Filter Barriers for Sediment Control, Sherwood and Wyant

Plate 3.05-2

III - 25

NOTE:
DETAILS ON THIS SHEET ARE PROVIDED FOR INFORMATION ONLY. THEIR INCLUSION DOES NOT NECESSARILY MEAN THEY WILL BE USED.

02 / SILT FENCE

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PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

VDOT CRMP PLAN
TYSONS
FAIRFAX COUNTY, VIRGINIA

SITE DETAILS

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	3/21/2025
DWG. SCALE:	1" = 50'
VIKA NO.	8642A
SHEET NO.	L-06

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LAYOUT: 02, Plotted By: Lehen

Landscape Maintenance Plan for Tysons CRMP Sites

1. Maintenance Objectives

- Ensure survival and establishment of native trees and shrubs.
- Establish a stable, vegetated groundcover meadow mix of native seed to control erosion and suppress weeds.
- Maintain clear sight distances along all roadways (minimum 15-foot buffer from edge of pavement).
- Preserve overland relief and drainage patterns.
- Preserve function of existing underground and overhead utilities.
- Prevent establishment and spread of invasive plant species through targeted foliar herbicide applications.

2. Maintenance Phases

Phase 1 – Establishment Period (Years 1–2)

Performed by the maintenance contractor or landscape team:

- Watering: Provide supplemental water as needed during the first two growing seasons to maintain soil moisture for root establishment. Water approximately twice per week during dry periods and reduce frequency as plants establish. No permanent irrigation system will be installed.
- Weeding: Manually remove and treat weeds, especially around plant bases.
- Replacement: Replace dead or declining trees and shrubs during the next appropriate planting season.
- Mowing: For seeded areas, mow once at the end of the first growing season to 6–8", and remove cuttings if heavy. Avoid mowing native seed areas during establishment except for safety or weed control.
- Trash removal: Remove trash every one to two months.
- Invasive Species Management: Conduct monthly inspections during the growing season (April–October) for invasive species presence. Perform foliar herbicide applications up to four times per year (spring, early summer, late summer, and fall), depending on regrowth or reinfestation levels. Herbicide applications shall be selective, low-pressure foliar sprays applied only by a Virginia-certified pesticide applicator, using products registered for use in right-of-way or landscape settings. Avoid drift onto desirable vegetation and comply with all label restrictions.

Phase 2 – Transition and Long-Term Maintenance (Year 3 and Beyond)

After establishment, maintenance transitions to passive management with minimal intervention. Natural succession of native herbaceous and woody species is encouraged within the design intent.

- Continue biannual inspections (spring and late summer) to identify invasive species reemergence.
- Perform foliar herbicide treatments as needed, typically twice per year during spring and late summer, before seed set.
- Conduct spot re-treatments in localized patches as necessary.
- Perform periodic weeding, pruning, and mowing for visibility, safety, and drainage function.
- Replace failed plants only where critical to erosion control, screening, or intended visual character.
- Remove trash every one to two months.

3. Maintenance Schedule Summary

Task	Frequency	Notes
Watering (Years 1–2)	As needed (approx. 2× per week in dry periods)	Manual watering only; no irrigation system.
Weeding (Years 1–2)	Monthly during growing season	Hand removal around plant bases.
Trash Removal	Monthly in spring, summer, and fall. Every two months in winter.	
Replacement Planting	Each planting season	Replace dead plants to maintain 90% survival.
Mowing (Seed Areas)	End of Year 1, then annually or as needed	Cut to 6–8"; avoid during nesting or flowering.
Pruning (Trees/Shrubs)	As needed	Focus on safety, visibility, and plant form.
Invasive Species Management (Establishment)	Up to 4× per year (spring, early summer, late summer, fall)	Foliar spray by licensed applicator.
Invasive Species Management (Long-Term)	2× per year (spring and late summer)	Targeted foliar spray before seed set.
Routine Inspection	2x per year	No formal reporting required; maintain site condition.

4. Performance Standards

Plant Survival: Maintain ≥ 90% live trees and shrubs at end of establishment phase.

Vegetative Cover: Maintain ≥ 80% vegetative cover in seeded areas.

Invasive Plant Threshold: No more than 10% of area covered by invasive species.

Visibility and Drainage: Maintain 15-foot clear zone from road edge; preserve all drainage paths and utility access.

5. Safety and Access

Maintenance crews shall use proper safety equipment and traffic control when working near roadways. No heavy machinery shall be used for maintenance operations. Maintain clear access to all utilities, drainage structures, and overland relief paths.

6. Invasive Species Management Procedures

Invasive species management is an integral part of this Landscape Maintenance Plan.

- Inspect sites during the growing season for invasive growth.
- Apply foliar herbicide treatments only when wind conditions are below 5 mph and precipitation is not expected within 24 hours.
- Use only EPA-registered herbicide products labeled for foliar application on right-of-way vegetation.
- Avoid broadcast spraying; target only invasive species foliage.
- Collect and dispose of invasive plant debris off-site.
- Monitor treated areas within 4–6 weeks after application to assess control and schedule re-treatment if necessary.

Common target species include: Johnson grass (Sorghum halepense), Tree-of-Heaven (Ailanthus altissima), Japanese honeysuckle (Lonicera japonica), Mile-a-minute vine (Persicaria perfoliata), Japanese stiltgrass (Microstegium vimineum), and other species identified by the Virginia DCR Invasive Plant List.

Q:\Projects\8642\8642A\DATA\Landscape & Trees\Landscape_Maintenance_Plan_Final.docx

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V 12.00

PLAN STATUS	DATE

POST-APPROVAL SHEET STATUS	DATE

PROFESSIONAL SEAL

DRAFT
SUBJECT TO VDOT APPROVAL

VDOT CRMP PLAN
TYSONS
FAIRFAX COUNTY, VIRGINIA

LANDSCAPE MAINTENANCE SPECIFICATION

DRAWN BY:	NTL
DESIGNED BY:	NTL
DATE ISSUED:	3/21/2025
DWG. SCALE:	1" = 50'
VIKA NO.	8642A
SHEET NO.	L-07

FILE: Q:\Projects\8642\8642A\CAD\LANDSCAPE\DRAWINGS\PHASE 2\8642A_L0 113-7 ADDITIONS.dwg USER: Letheri DATE: December 2, 2025 TIME: 1:48:59 PM LAYOUT: 03

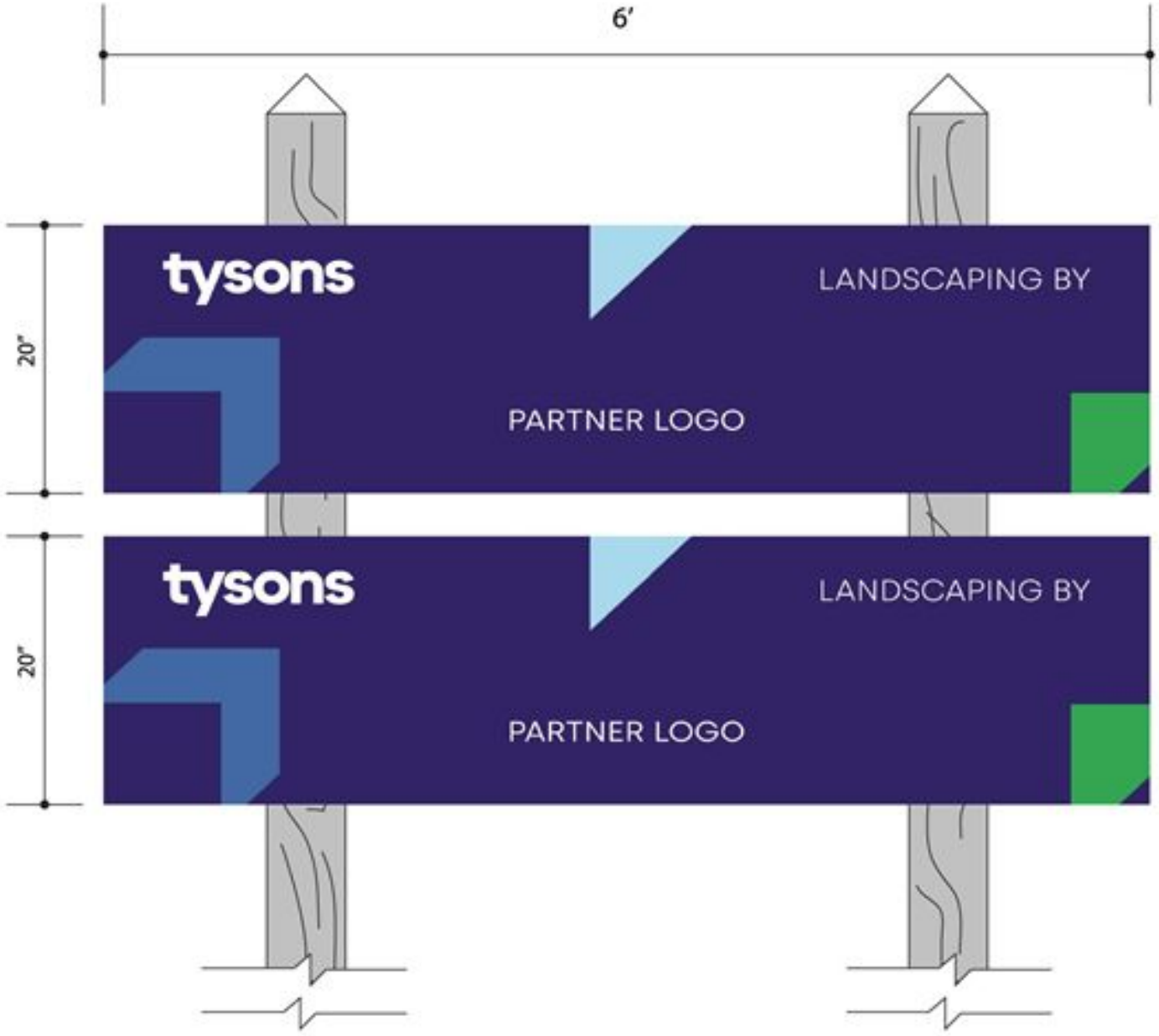
LAYOUT: 03, Plotted By: Letheri

VDOT CRMP Plan Appendix: Sponsorship Sign

Designed by Tysons Community Alliance

tysons
community alliance

Note: sign design is subject to final review/approval by VDOT

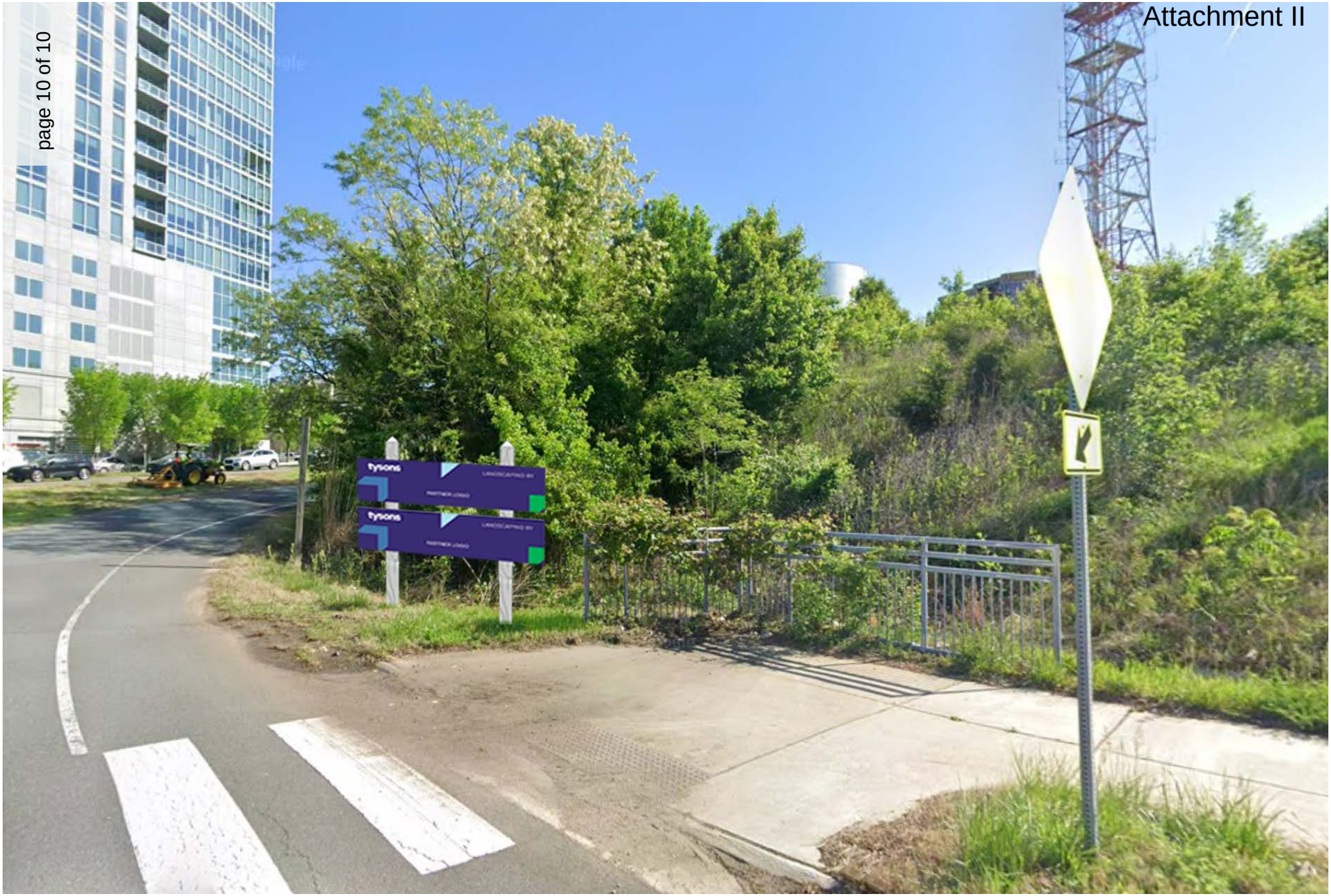


Note: each sign panel is 72 inches wide by 20 inches tall mounted on two posts. The lowest panel will be mounted at least 30 inches above the ground, but may vary according to topography. Each improved site will have no more than one sign structure, with a maximum of two acknowledgment panels mounted per sign structure.

Attachment II



Attachment II



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, March 3, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Virginia Department of Transportation's Comprehensive Roadside Management Program ("CRMP") provides that localities may partner with businesses, civic groups, and individuals, through sponsorships, to undertake projects in support of community beautification and tourism; and

WHEREAS, four sites in Fairfax County have been identified as suitable locations for landscaping activities; and

WHEREAS, 24VAC30-121-30 requires, as part of a locality's application to participate in the CRMP, the locality to adopt a resolution of endorsement subsequent to a public hearing during which the proposed landscaping activities are made available for review and

WHEREAS, the Fairfax County Board of Supervisors supports projects of this nature to continue community enhancement as well as promote partnerships that strengthen tourism and economic development.

NOW THEREFORE BE IT RESOLVED, the Fairfax County Board of Supervisors endorses the identified proposed landscaping activities and the County's application to the Virginia Department of Transportation for implementation pursuant to the CRMP.

ADOPTED this 3rd day of March, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
February 3, 2026

ADMINISTRATIVE – 3

Supplemental Appropriation Resolution AS 26160 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund for CMC Electronics Aurora, LLC (Hunter Mill District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 26160 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $300,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund (COF) for CMC Electronics Aurora, LLC (CMC Electronics). CMC Electronics is located in the Hunter Mill District at 12030 Sunrise Valley Drive, Reston, VA 20191. This grant will assist the County with the establishment of CMC Electronics operations, including office and research and development facilities, in the Hunter Mill District. No Local Cash Match is required; however, Fairfax County will provide transportation improvements scheduled in the Hunter Mill District that are valued at a minimum of $300,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 26160 for the FCEDA to accept grant funding in the amount of $300,000 to convey to CMC Electronics post-performance as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation improvements in the Hunter Mill District valued at a minimum of $300,000. The transportation improvements identified for the COF match are already planned and funded in Fund 40010, County and Regional Transportation Projects (Project 2G40-085-000) and will not require any additional County funding.

TIMING:
Board approval is requested on February 3, 2026.

BACKGROUND:
CMC Electronics has achieved an international reputation for innovation and excellence in the design and manufacture of advanced avionics, display solutions, and high-performance optoelectronics for military and commercial aviation markets. Supported by an experienced engineering team, CMC Electronics offers fully integrated civil and

defense capabilities with comprehensive certification support. Based in Montreal, Canada, the company also has a presence in Sugar Grove, Illinois. CMC Electronics has located its new operations in the Reston area of Fairfax County.

FCEDA worked with the Virginia Economic Development Partnership (VEDP) and CMC Electronics to win this competitive opportunity in the Hunter Mill District. As part of the negotiations, the VEDP supported the establishment of CMC Electronics' operation within Fairfax County with the support of a COF grant. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and VEDP, that the projected growth occurs. Funding in the amount of $300,000 will be provided to Fairfax County to be allocated to CMC Electronics as 10 percent ($30,000) for the Capital Investment Target and 90 percent ($270,000) for the Company's New Jobs Target, as outlined in the Performance Agreement.

As part of the COF grant, Fairfax County must provide a local match which will be in the form of Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive, a transportation infrastructure improvement which is already planned and funded in Fund 40010, County and Regional Transportation Projects (Project 2G40-085-000). The infrastructure improvement was identified by coordinating with the Fairfax County Department of Transportation.

In addition, as stated in the Performance Agreement, the Commonwealth of Virginia will provide the following incentive to CMC Electronics:

Virginia Jobs Investment Program estimated at $66,750.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Once the Commonwealth of Virginia has determined that CMC Electronics has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and CMC Electronics, funding in the amount of $300,000 will be provided to Fairfax County to be made available to CMC Electronics for the costs of the tenant build-out of its facility in Reston as permitted by *Section 2.2-115(C) of the Code of Virginia* and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax County must move forward with the Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive project. This improvement has already been identified, planned, and funded within the Fairfax County Department of Transportation. This action does not

increase the expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026.

A schedule of COF payment has been set forth in the Performance Agreement with metrics that have been agreed upon. If CMC Electronics does not achieve its performance metrics as described in the Performance Agreement, the funds will not be provided to the County to be distributed to the company. Fairfax County will not be held responsible for the financial shortfalls associated with performance metrics not met. The FCEDA will monitor the performance metrics and will provide to the Office of the County Executive information annually on the number of jobs and capital investment achieved during that time.

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 26160

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Victor Hoskins, President, Fairfax County Economic Development Authority (FCEDA)
Anna Nissinen, Senior Vice President, FCEDA
David Kelley, Vice President of Business Investment, FCEDA

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this 18th day of November, 2024, by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **CMC ELECTRONICS AURORA, LLC,** a Delaware corporation authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $300,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to improve, and operate a research and development space for an aircraft parts and auxiliary equipment manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to. provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $5,000,000, all of which $5,000,000 will be invested in machinery and tools for the Facility;

WHEREAS, the improvement, and operation of the Facility will further entail the creation and Maintenance of 89 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building improvement and up-fit by or on behalf of the Company will qualify as Capital Investment.

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $5,000,000.

"Fund" means the Commonwealth's Development Opportunity Fund.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $129,213. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

"New Jobs Target" means that the Company has created and Maintained at least 89 New Jobs.

"Performance Date" means December 31, 2028.

"Performance Report" means a report to be filed by the Company in accordance with Section 5. The "Final Performance Report" is to be filed within 90 days after the Performance

Date. As noted in Section 5, the Locality, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

"Targets" means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets*: The Company will improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth*: The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $129,213 is more than the prevailing average annual wage in the Locality of $109,957. The Locality is not a high-unemployment locality, with an unemployment rate for 2023, which is the last year for which such data is available, of 2.5% as compared to the 2023 statewide unemployment rate of 2.9%. The Locality is not a high-poverty locality, with a poverty rate for 2022, which is the last year for which such data is available, of 5.9% as compared to the 2022 statewide poverty rate of 10.6%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP

personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws*: The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

Section 3. Disbursement of COF Grant.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 10% ($30,000) for the Company's Capital Investment Target, and 90% ($270,000) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least $5,000,000 and (2) create and Maintain at least 50 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within 90 days after the Performance Date, the Company will deliver the Final Performance Report. Through this report, the Company will provide notice and evidence satisfactory to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all $300,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target for which there is a shortfall. For example, if as of the Performance Date, $5,000,000 of Capital Investment has been created and retained (reflecting the Statutory Minimum Requirement for Capital Investment), but only 67 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company will receive $30,000 (reflecting 100% of the COF Grant allocated to the Capital Investment Target), *plus* $202,500 (reflecting 75% of the $270,000 of the COF Grant allocated to the New Jobs Target), for a total of $232,500. This amount reflects the percentage of the shortfall from the New Jobs Target multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days after verification of the Final Performance Report, if any amount of COF Grant proceeds is available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds has not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of improvement and upfit of publicly or privately owned buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$300,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$66,750

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Infrastructure Improvement	$300,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $300,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

(c) *Other Incentives*: This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. The Performance Reports are due by each April 1, commencing April 1, 2026, reflecting the Company's progress toward the Targets as of the prior December 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay.

Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment*: The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages*: The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds. If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an

abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. **Notices.** Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

CMC Electronics Inc.
600, Dr. Frederik-Philips Blvd.
St-Laurent, Quebec, Canada H4M 2S9
Email:
Alexandre.Botella@cmcelectronics.ca
Attention: Alexandre Botella, Vice-President Finance

with a copy to:

CMC Electronics Inc.
600, Dr. Frederik-Philips Blvd.
St-Laurent, Quebec, Canada H4M 2S9
Email:
Nelyzabel.Richards@cmcelectronics.ca
Attention: Nelyzabel Richards, Taxation Department

if to the Locality, to:

County of Fairfax, Virginia
12000 Government Center Pkwy
Fairfax, Virginia 22035
Attention: County Executive

with a copy to:

County of Fairfax, Virginia
12000 Government Center Pkwy
Fairfax, Virginia 22035
Attention: County Attorney

if to the Authority, to:

Economic Development Authority of Fairfax County, Virginia
8270 Greensboro Drive
Suite 850
Tysons, Virginia 22102
Email: vhoskins@fceda.org
Attention: Victor Hoskins, President and CEO

with a copy to:

8270 Greensboro Drive
Suite 850
Tysons, Virginia 22102
Email: anissinen@fceda.org
Attention: Anna Nissinen, Senior Vice President

if to VEDP, to:	with a copy to:
Virginia Economic Development Partnership One James Center, Suite 900 901 East Cary Street Richmond, Virginia 23219 Email: ceo@vedp.org Attention: President and CEO	Virginia Economic Development Partnership One James Center, Suite 900 901 East Cary Street Richmond, Virginia 23219 Email: generalcounsel@vedp.org Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics;

pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY OF FAIRFAX, VIRGINIA

By _____
Name: Bryan J. Hill
Title: County Executive
Date: 12/18/2024

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF FAIRFAX, VIRGINIA

By _____
Name: Victor Hoskins
Title: President and CEO
Date: 12/2/24

CMC ELECTRONICS AURORA, LLC

By Users, Botella, Alexandre Signature numérique de Users, Botella, Alexandre Date: 2024.11.29 09:26:04 -05'00'
Name: Alexandre Botella
Title: VP Finance & IT
Date: _____

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: Jason El Koubi
Title: President & CEO
Date: 1/10/2025

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of	% Complete
New Jobs (over ___ baseline)			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A

[1] Data will be verified with locality records.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____, 20	% Complete
New Jobs (over ___ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			

[1]Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and invoices.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	$

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26160

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 February 3, 2026, 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:	E1616, Economic Development Authority	
Grant:	1160018-2026, CMC Electronics Aurora	$300,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$300,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Economic Development Partnership Authority, $300,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
February 3, 2026

ADMINISTRATIVE – 4

Supplemental Appropriation Resolution AS 26161 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund for Hilton Worldwide Holdings, Inc. (Providence District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 26161 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $1,000,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund (COF) for Hilton Worldwide Holdings, Inc. (Hilton Worldwide). Hilton Worldwide is located in the Providence District at 7930 Jones Branch Drive, McLean, VA 22102. This grant will assist the County with the expansion of Hilton Worldwide's global headquarters. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements scheduled in the Providence District that are valued at a minimum of $1,000,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 26161 for the FCEDA to accept grant funding in the amount of $1,000,000 to convey to Hilton Worldwide as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements in the Providence District valued at a minimum of $1,000,000. The transportation infrastructure improvements identified for the COF match are already planned and funded in Fund 30040, Contributed Roadway Improvements (Project 2G40-057-000) and will not require any additional County funding.

TIMING:
Board approval is requested on February 3, 2026.

BACKGROUND:
Hilton Worldwide, an American multinational hospitality company headquartered in Tysons, Virginia, manages and franchises a broad portfolio of hotels, resorts, and timeshare properties. The company was recently evaluating locations for its

headquarters expansion, and FCEDA worked with the VEDP and Hilton Worldwide to win this competitive opportunity in the Providence District. As part of the negotiations, the VEDP supported the expansion of Hilton Worldwide headquarters within Fairfax County with a COF grant. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and VEDP, that the projected growth occurs. Funding in the amount of $1,000,000 will be provided to Fairfax County to be allocated to Hilton Worldwide as 10 percent ($100,150) for the Capital Investment Target and 90 percent ($899,850) for the Company's New Jobs Target, as outlined in the Performance Agreement.

As part of the COF grant, Fairfax County must provide a local match which will be in the form of the Lincoln Street project, an infrastructure improvement project which is already planned and funded in Fund 30040, Contributed Roadway Improvements (Project 2G40-057-000). The infrastructure improvement was identified by coordinating with the Fairfax County Department of Transportation.

In addition, as stated in the Performance Agreement, the Commonwealth of Virginia will provide the following incentives to Hilton Worldwide:

Virginia Jobs Investment Program estimated at $315,000, and Virginia Economic Development Incentive Grant estimated at $5,000,000.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Once the Commonwealth of Virginia has determined that Hilton Worldwide has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and Hilton Worldwide, funding in the amount of $1,000,000 will be provided to Fairfax County to be made available to Hilton Worldwide for the costs of the tenant build-out of its facility in McLean as permitted by *Section 2.2-115(C) of the Code of Virginia* and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax County must move forward with the Lincoln Street project. This improvement has already been identified, planned, and funded within the Fairfax County Department of Transportation. This action does not increase the expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026.

A schedule of COF payment has been set forth in the Performance Agreement with metrics that have been agreed upon. If Hilton Worldwide does not achieve its

performance metrics as described in the Performance Agreement, the funds will not be provided to the County to be distributed to the company. Fairfax County will not be held responsible for the financial shortfalls associated with performance metrics not met. The FCEDA will monitor the performance metrics and will provide to the Office of the County Executive information annually on the number of jobs and capital investment achieved during that time.

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 26161

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Victor Hoskins, President, Fairfax County Economic Development Authority (FCEDA)
Anna Nissinen, Senior Vice President, FCEDA
David Kelley, Vice President of Business Investment, FCEDA

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COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this 15th day of June, 2023, by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **HILTON WORLDWIDE HOLDINGS, INC.**, a Delaware corporation authorized to conduct business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $1,000,000 from the Commonwealth's Development Opportunity Fund through VEDP for the purpose of inducing the Company to retain and expand its existing headquarter facilities in the Locality, thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority which in turn will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs set forth herein;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the expansion, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $50,300,000, of which approximately $10,000,000 will be invested in furniture, fixtures and business personal property, and approximately $40,300,000 will be invested in the expansion and up-fit of the buildings for the Facility;

WHEREAS, the expansion, improvement, and operation of the Facility will further entail the creation and Maintenance of 350 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building expansion and improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of May 1, 2022.

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $50,300,000.

"Code of Virginia" means the Code of Virginia of 1950, as amended.

"COF Grant" means a grant from the Fund.

"Facility" means the Company's headquarter facilities in the Locality.

"Fund" means the Commonwealth's Development Opportunity Fund.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $242,297. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 740 full-time jobs at the Facility as of May 1, 2022.

"New Jobs Target" means that the Company has created and Maintained at least 350 New Jobs.

"Performance Date" means June 30, 2027. If the Locality, in consultation with VEDP and the Authority, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, on or before the Performance Date, the Locality may request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP (the "Board"). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company, and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Performance Report" means a report to be filed by the Company in accordance with Section 5. The "Final Performance Report" is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality, the Authority, and VEDP may each request a Performance Report at other dates prior to the Performance Date.

"Targets" means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

Section 2. Targets; Statutory Criteria.

(a) *Targets*: The Company will expand, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth*: The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in § 58.1-302 of the Code of Virginia. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $242,297 is more than the prevailing average annual wage in the Locality of $99,205. The Locality is not a high-unemployment locality, with an unemployment rate for 2021, which is the last year for which such data is available, of 3.5% as compared to the 2021 statewide unemployment rate of 3.9%. The Locality is not a high-poverty locality, with a poverty rate for 2020, which is the last year for which such data is available, of 5.3% as compared to the 2020 statewide poverty rate of 9.2%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and

Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws*: The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses, or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

Section 3. Disbursement of COF Grant.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 10% ($100,150) for the Company's Capital Investment Target, and 90% ($899,850) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least $5,000,000 and (2) create and Maintain at least 50 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the Portion of the COF Grant to be Disbursed for New Jobs:*

(A) Fiscal Year of Performance	(B) Annual Job Creation Target	(C) Expected Grant Payment for Fiscal Year to be Disbursed for New Jobs ($2,571/job)	(D) Maximum Cumulative Grant Payment Available through Each Year for New Jobs
2023*	61	$156,831	$156,831
2024	63	161,973	318,804
2025	69	177,399	496,203
2026	75	192,825	689,028
2027	82	210,822	899,850
Totals	350	$899,850	$899,850

* Includes performance for years 2022-2023

If the verified Performance Report for the 2023 Fiscal Year indicates that the Company has achieved the Statutory Minimum Requirements, the Company will qualify for a COF Grant disbursement equal to $2,571 per New Job created and Maintained as of June 30, 2023, but not for more than 61 New Jobs (no more than $156,831). The number of New Jobs in Fiscal Year 2023 for which the Company receives COF Grant proceeds will be referred to as the "2023 New Jobs." The shortfall from 61 in the number of New Jobs in Fiscal Year for which the Company receives COF Grant proceeds will be referred to as the "2023 New Jobs Shortfall." Both parties acknowledge that the 2023 New Jobs Shortfall may be made up in the 2024 Fiscal Year if the Company has created more than 63 New Jobs in the 2024 Fiscal Year, so COF Grant proceeds that could have been, but were not, paid in the 2023 Fiscal Year are recoverable in the 2024 Fiscal Year.

If the verified Performance Report for the 2024 Fiscal Year indicates that the Company has created and Maintained New Jobs through June 30, 2024 in excess of the 2023 New Jobs, the Company will qualify for a COF Grant disbursement equal to $2,571 per New Job created and Maintained as of June 30, 2024 in excess of the 2023 New Jobs, but not for more than 63 New Jobs plus the 2023 New Jobs Shortfall (no more than an aggregate of COF Grant payments of $318,804). The number of New Jobs for which the Company receives COF Grant proceeds for Fiscal Years 2023 through 2024 will be referred to as the "2024 New Jobs." The shortfall from 124 in the number of New Jobs for which the Company receives COF Grant proceeds for Fiscal Years 2023 through 2024 will be referred to as the "2024 New Jobs Shortfall." Both parties acknowledge that the 2024 New Jobs Shortfall may be made up in the 2025 Fiscal Year if the Company has created more than 69 New Jobs in the 2025 Fiscal Year, so COF Grant proceeds that could have been, but were not, paid in the 2024 Fiscal Year are recoverable in the 2025Fiscal Year.

If the verified Performance Report for the 2025 Fiscal Year indicates that the Company has created and Maintained New Jobs through June 30, 2025 in excess of the 2024 New Jobs, the

Company will qualify for a COF Grant disbursement equal to $2,571 per New Job created and Maintained as of June 30, 2025 in excess of the 2024 New Jobs, but not for more than 69 New Jobs plus the 2024 New Jobs Shortfall (no more than an aggregate of COF Grant payments of $496,203). The number of New Jobs for which the Company receives COF Grant proceeds for Grant Years 2023 through 2025 will be referred to as the "2025 New Jobs." The shortfall from 193 in the number of New Jobs for which the Company receives COF Grant proceeds for Grant Years 2023 through 2025 will be referred to as the "2025 New Jobs Shortfall." Both parties acknowledge that the 2025 New Jobs Shortfall may be made up in the 2026 Grant Year if the Company has created more than 75 New Jobs in the 2026 Grant Year, so COF Grant proceeds that could have been, but were not, paid in the 2025 Grant Year are recoverable in the 2026 Grant Year.

If the verified Performance Report for the 2026 Fiscal Year indicates that the Company has created and Maintained New Jobs through June 30, 2026 in excess of the 2025 New Jobs, the Company will qualify for a COF Grant disbursement equal to $2,571 per New Job created and Maintained as of June 30, 2026 in excess of the 2025 New Jobs, but not for more than 75 New Jobs plus the 2025 New Jobs Shortfall (no more than an aggregate of COF Grant payments of $689,028). The number of New Jobs for which the Company receives COF Grant proceeds for Fiscal Years 2023 through 2026 will be referred to as the "2026 New Jobs." The shortfall from 268 in the number of New Jobs for which the Company receives COF Grant proceeds for Fiscal Years 2023 through 2026 will be referred to as the "2026 New Jobs Shortfall." Both parties acknowledge that the 2026 New Jobs Shortfall may be made up in the 2027 Fiscal Year if the Company has created more than 82 New Jobs in the 2027 Fiscal Year, so COF Grant proceeds that could have been, but were not, paid in the 2026 Fiscal Year are recoverable in the 2027 Fiscal Year.

If the verified Performance Report for the 2027 Fiscal Year indicates that the Company has created and Maintained New Jobs through June 30, 2027 in excess of the 2026 New Jobs, the Company will qualify for a COF Grant disbursement equal to $2,571 per New Job created and Maintained as of June 30, 2026 in excess of the 2025 New Jobs, but not for more than 82 New Jobs plus the 2026 New Jobs Shortfall (no more than an aggregate of COF Grant payments of $899,850).

Any disbursements to the Company under this subsection (b) will be considered to be earned when paid, and, absent mistake or fraud, will not be subject to any repayment or clawback.

(c) *Disbursement of the Portion of the COF Grant to be Disbursed for Capital Investment:*

(A) Fiscal Year Ending June 30	(B) Capital Investment Expected to be Made Through Fiscal Year	(D) Grant Payment Available through Fiscal Year for Capital Investment
2023	$35,000,000	--
2024	7,800,000	--
2025	5,000,000	--
2026	2,500,000	--
2027	--	$100,150
Totals	$50,300,000	$100,150

If the verified Performance Report for the 2026 Fiscal Year indicates that the Company has achieved the Statutory Minimum Requirements and has made and retained Capital Investments through the 2027 Grant Year of at least $50,300,000, the Company will qualify for a disbursement in Fiscal Year 2027 of the COF Grant equal to $100,150. If the Statutory Minimum Requirements have been achieved, but the Capital Investment made and retained through the 2026 Fiscal Year is less than $50,300,000, the expected COF Grant payment will be reduced in proportion to the shortfall. If, for example, the Capital Investment made and retained through the 2026 Fiscal Year is $35,210,000 (70% of the Capital Investment Target), the COF Grant payment to be made will be reduced by 30% to $70,105. The amount of Capital Investment for which the Company receives COF Grant proceeds for Fiscal Year 2027 will be referred to as the "2026 Capital Investment."

If the Company did not receive the full $1,000,000 of COF Grant proceeds for Fiscal Year 2026, and if the verified Performance Report for the 2027 Fiscal Year indicates that the Company has made and retained Capital Investments for Fiscal Years 2023 through the 2027 in excess of the 2026 Capital Investment, the Company will qualify for a disbursement of the COF Grant equal to the proportion of that excess compared to the Capital Investment Target and the amount of COF Grant proceeds previously disbursed for the Capital Investment Target, but not to exceed an aggregate amount of $100,150. For example, if the Company received $50,075 for achieving 50% of the Capital Investment Target through Fiscal Year 2026 and invests and retains another $10,060,000 of Capital Investment in Fiscal Year 2027 (20% of the Capital Investment Target), the Company will qualify for another $20,030 of COF Grant proceeds (20% of $100,150).

Any disbursements to the Company under this subsection (c) will be considered to be earned when paid, and, absent mistake or fraud, will not be subject to any repayment or clawback.

(b) *Timing of Disbursements:* Within 30 days after verification of the Performance Report, VEDP will disburse to the Locality any earned COF Grant proceeds to be paid. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the

Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If, as of the Performance Date, any amount of COF Grant proceeds have not be earned by the Company, the amount disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of expansion and uplift of its Facility, or any other allowed costs, as permitted by subsection D of § 2.2-115 of the Code of Virginia.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$1,000,000
Virginia Jobs Investment Program ("VJIP") (Approximate Value)	315,000
Virginia Economic Development Incentive Grant ("VEDIG")	5,000,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The proceeds of the VEDIG may be used by the Company for any lawful purpose. The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Locality – Pedestrian Access Improvements	$1,000,000

The Company acknowledges and agrees that the funding for, and development of, the Pedestrian Access Improvements was an important factor in Company's decision to improve, equip, and operate the Facility in the Locality. The Locality believes that the Pedestrian Access Improvements will provide enhanced connectivity and safety for pedestrians and bicyclists between the Facility and surrounding commercial and residential areas.

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than

the $1,000,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

(c) *Other Incentives*: This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. The Performance Reports are due by each October 1, commencing October 1, 2023, reflecting the Company's progress toward the Targets as of the prior June 30. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment*: The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax, and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with § 58.1-3122.3 of the Code of

Virginia, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue. It is hereby understood that the amount of capital investment captured by these reports may not equal the Capital Investment made by the Company which is the amount used to determine compliance with the performance criteria in this Agreement.

(b) *Verification of New Jobs and Wages*: The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with each Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority or VEDP, the Locality, the Authority, or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

Section 7. Possible Termination of Agreement and Redeployment of COF Grant Proceeds.

If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, the Locality, the Authority, or VEDP shall promptly notified the Company of such determination. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant. If the Determination Date is prior to the First Disbursement, this Agreement will be terminated, and the amount not yet disbursed will be retained in the Fund and will become available for other economic development projects.

Section 8. Notices. Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt.

Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Hilton Worldwide Holdings, Inc.
7930 Jones Branch Drive
McLean, Virginia 22102
Attention: General Counsel

with a copy to:

McGuireWoods Consulting, LLC
800 East Canal Street

Richmond, Virginia 23219
Email: clloyd@mwcllc.com
Attention: Chris Lloyd

if to the Locality, to:

County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035
Email: bryan.hill@fairfaxcounty.gov
Attention: Bryan Hill, County Executive

if to the Authority, to:

Fairfax County Economic Development Authority
8300 Boone Blvd, Suite 450
Tysons, Virginia 22182
Email: vhoskins@fceda.org
Attention: Victor Hoskins, President and CEO

with a copy to:

Fairfax County Economic Development Authority
8300 Boone Blvd, Suite 450
Tysons, Virginia 22182
Email: criley@fceda.org
Attention: Catherine Riley, Senior Vice President

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: ceo@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority, and VEDP which shall not be unreasonably withheld.

(b) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

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

COUNTY FAIRFAX, VIRGINIA

DocuSigned by:

By Bryan Hill
5CFC69274C2440E...
Name: _____
Title: _____
Date: _____

ECONOMIC DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA

By [signature]
Name: Victor Hoskins
Title: President & CEO
Date: 11/1/23

HILTON WORLDWIDE HOLDINGS, INC.

By Christine Maginnis
Name: Christine Maginnis
Title: SVP Talent
Date: 10/23/23

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

DocuSigned by:

By Jason El Koubi
66EAD16B57FF4C6...
Name: Jason El Koubi
Title: President & CEO
Date: 12/5/2023

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)[2]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A

[1]Data will be verified using Virginia Employment Commission records. Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[2] Data will be verified with locality records.

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Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures, and Equipment	
Other	
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____, 20__	% Complete
New Jobs (over __ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			

[1]Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and invoices.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures, and Equipment	
Other	
Total	**$**

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26161

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 February 3, 2026, 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:	E1616, Economic Development Authority	
Grant:	1160019-2026, Hilton Worldwide Holdings, Inc	$1,000,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$1,000,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Economic Development Partnership Authority, $1,000,000

A Copy - Teste:

_____

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
February 3, 2026

ADMINISTRATIVE – 5

Supplemental Appropriation Resolution AS 26162 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth Development Opportunity Fund for Iridium Satellite, LLC (Providence District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 26162 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $400,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund (COF) for Iridium Satellite, LLC (Iridium). Iridium is currently located at 1750 Tysons Blvd, McLean, VA 22103, in the Providence District, and plans to relocate to its new headquarters at 1676 International Drive, McLean, VA 22102, also in Providence District, in the Spring of 2026. This grant will assist the County with the expansion of Iridium's global headquarters. No Local Cash Match is required; however, Fairfax County will provide transportation improvements scheduled in the Providence District that are valued at a minimum of $400,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 26162 for the FCEDA to accept grant funding in the amount of $400,000 to convey to Iridium post-performance as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation improvements in the Providence District. The transportation improvements identified for the COF match are already planned and funded in Fund 30040, Contributed Roadway Improvements (Project 2G40-057-000) and will not require any additional County funding.

TIMING:
Board approval is requested on February 3, 2026.

BACKGROUND:
For over 25 years, Iridium has connected people, assets and machines, including ships and aircraft, anywhere on Earth through its operational constellation of interconnected low earth orbit satellites. The company's customer base spans the globe and covers a

broad range of industries, including maritime, aviation, government and defense, public safety, utilities, oil and gas, mining, forestry, heavy equipment, and transportation.

The company was recently evaluating locations for its headquarters expansion, and FCEDA worked with VEDP and Iridium to win this competitive opportunity in the Providence District. As part of the negotiations, the VEDP supported the expansion of Iridium's headquarters within Fairfax County with a COF grant. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and the Commonwealth of Virginia, that the projected growth occurs. Funding in the amount of $400,000 will be provided to Fairfax County to be allocated to Iridium as 10 percent ($40,000) for the Capital Investment Target and 90 percent ($360,000) for the Company's New Jobs Target, as outlined in the Performance Agreement.

As part of the COF grant, Fairfax County must provide a local match which will be in the form of Lincoln Street project, a transportation infrastructure improvement which is already planned and funded in Fund 30040, Contributed Roadway Improvements (Project 2G40-057-000). The infrastructure improvement was identified by coordinating with the Fairfax County Department of Transportation.

In addition, as stated in the Performance Agreement, the Commonwealth of Virginia will provide the following incentive to Iridium:

Virginia Jobs Investment Program estimated at $84,000.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Once the Commonwealth of Virginia has determined that Iridium has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and Iridium, funding in the amount of $400,000 will be provided to Fairfax County to be made available to Iridium for the costs of the tenant build-out of its facility in McLean as permitted by Section 2.2-115(C) of the Code of Virginia and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax County must move forward with the Lincoln Street project. This improvement has already been identified, planned, and funded within the Fairfax County Department of Transportation. This action does not increase the expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026.

A schedule of COF payment has been set forth in the Performance Agreement with metrics that have been agreed upon. If Iridium does not achieve its performance metrics as described in the Performance Agreement, the funds will not be provided to the County to be distributed to the company. Fairfax County will not be held responsible for the financial shortfalls associated with performance metrics not met. The FCEDA will monitor the performance metrics and will provide to the Office of the County Executive information annually on the number of jobs and capital investment achieved during that time.

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 26162

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Victor Hoskins, President, Fairfax County Economic Development Authority (FCEDA)
Anna Nissinen, Senior Vice President, FCEDA
David Kelley, Vice President of Business Investment, FCEDA

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this 5th day of May, 2025, by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **IRIDIUM SATELLITE LLC**, a Delaware limited liability company authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $400,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to construct, expand, equip, improve, and operate a headquarters facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $13,320,000, of which approximately $3,500,000 will be invested in furniture, fixtures and business personal property, and approximately $9,820,000 will be invested in the construction, expansion and up-fit of the buildings for the Facility;

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 117 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building construction, expansion, improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of March 1, 2025.

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $13,320,000.

"Fund" means the Commonwealth's Development Opportunity Fund.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $133,888. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 271 full-time jobs in the Commonwealth as of March 1, 2025.

"New Jobs Target" means that the Company has created and Maintained at least 117 New Jobs.

"Performance Date" means June 30, 2030.

"Performance Report" means a report to be filed by the Company in accordance with Section 5. The "Final Performance Report" is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

"Targets" means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets*: The Company will construct, expand, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth*: The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $133,888 is more than the prevailing average annual wage in the Locality of $111,552. The Locality is not a high-unemployment locality, with an unemployment rate for 2023, which is the last year for which such data is available, of 2.5% as compared to the 2023 statewide unemployment rate of 2.9%. The Locality is not a high-poverty locality, with a poverty rate for 2023, which is the last year for which such data is available, of 6.1% as compared to the 2023 statewide poverty rate of 10.2%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to

advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws*: The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

Section 3. Disbursement of COF Grant.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 10% ($40,000) for the Company's Capital Investment Target, and 90% ($360,000) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least $5,000,000 and (2) create and Maintain at least 50 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within 90 days after the Performance Date, the Company will deliver the Final Performance Report. Through this report, the Company will provide notice and evidence satisfactory to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all $400,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only $10,656,000 of the Capital Investment has been retained (reflecting achievement of 80% of the Capital Investment Target), only 82 New Jobs have been created and Maintained (reflecting achievement of 70% of the New Jobs Target), the Company will receive $32,000 (reflecting 80% of the $40,000 of the COF Grant allocated to the Capital Investment Target), *plus* $252,000 (reflecting 70% of the $360,000 of the COF Grant allocated to the New Jobs Target), for a total of $284,000. These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days after verification of the Final Performance Report, if any amount of COF Grant proceeds is available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds has not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of construction or build-out of the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues

realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$400,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$84,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Infrastructure improvements	$400,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $400,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

(c) *Other Incentives*: This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. The Performance Reports are due by each October 1, commencing October 1, 2026, reflecting the Company's progress toward the Targets as of the prior June 30. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment*: The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages*: The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds. If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. Notices. Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Iridium Satellite LLC
8440 S. River Parkway
Tempe, AZ 85284
Email: David.Warmouth@iridium.com
Attention: David Warmouth

with a copy to:

Iridium Satellite LLC
1750 Tysons Boulevard, Suite 1400
McLean, VA 22102
Email: kathy.morgan@iridium.com
Attention: Chief Legal Officer

if to the Locality, to:

County of Fairfax, Virginia
12000 Government Center Pkwy
Fairfax, Virginia 22035
Attention: County Executive

with a copy to:

County of Fairfax, Virginia
12000 Government Center Pkwy
Fairfax, Virginia 22035
Attention: County Attorney

if to the Authority, to:

Fairfax County Economic Development Authority
8270 Greensboro Drive
Suite 850
Tysons, Virginia 22102
Email: vhoskins@fceda.org
Attention: Victor Hoskins, President and CEO

with a copy to:

Fairfax County Economic Development Authority
8270 Greensboro Drive
Suite 850
Tysons, Virginia 22102
Email: anissinen@fceda.org
Attention: Anna Nissinen, Senior Vice President

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: ceo@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments*: Except as provided in Section 9 (b), this Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Nondisclosure agreement:* The terms and conditions of that certain CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT dated January 10, 2025, between VEDP and the Company shall be affirmed and shall become part of this Agreement and the duties and obligations of VEDP and the Company thereunder shall survive and continue in full force and effect for the duration of this Agreement. Recognizing that the Locality and Authority are not party to such CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT, the provisions of this Section 9 (b) shall apply only to VEDP and the Company. Any arrangement for protection of confidential information between the Company and the Authority or the Locality will be governed by separate agreements between such parties.

(c) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(d) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(e) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(f) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

(g) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

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Docusign Envelope ID: 0530AF8A-0EF7-404A-9E30-38158FE946E4

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

COUNTY OF FAIRFAX, VIRGINIA

By _____
Name: Bryan Hill
Title: County Executive
Date: 5/12/2025

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By DocuSigned by: Victor Hoskins 714297F8A4ED42E...
Name: Victor Hoskins
Title: President and CEO
Date: 5/5/2025

IRIDIUM SATELLITE LLC

By _____
Name: Kathy Morgan
Title: Chief Legal Officer
Date: _____

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: Jason El Koubi
Title: President and CEO
Date: 05/09/2025

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

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

COUNTY OF FAIRFAX, VIRGINIA

By _____
Name: Bryan Hill
Title: County Executive
Date: _____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Name: Victor Hoskins
Title: President and CEO
Date: _____

IRIDIUM SATELLITE LLC

By _____
Name: Kathy Morgan
Title: Chief Legal Officer
Date: _____

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: Jason El Koubi
Title: President and CEO
Date: _____

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of	% Complete
New Jobs (over baseline)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A

[1]Data will be verified using Virginia Employment Commission records. Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

Capital Investment Breakdown	**Amount**
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____, 20	% Complete
New Jobs (over ___ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			

[1]Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and invoices.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	**$**

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Iridium COF Performance Agreement - FINAL (SIGNED)

Final Audit Report 2025-05-09

Created:	2025-05-08 (Eastern Daylight Time)
By:	Vickie Tilkey (vtilkey@vedp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPzkVoLigOy8Z0jSad9qfCHRJXQ25lzey

"Iridium COF Performance Agreement - FINAL (SIGNED)" History

Document created by Vickie Tilkey (vtilkey@vedp.org)
2025-05-08 - 2:41:52 PM EDT

Document emailed to Jason El Koubi (jelkoubi@vedp.org) for signature
2025-05-08 - 2:43:09 PM EDT

Email viewed by Jason El Koubi (jelkoubi@vedp.org)
2025-05-09 - 6:08:28 AM EDT

Document e-signed by Jason El Koubi (jelkoubi@vedp.org)
Signature Date: 2025-05-09 - 6:13:00 AM EDT - Time Source: server

Agreement completed.
2025-05-09 - 6:13:00 AM EDT

VIRGINIA | Powered by Adobe Acrobat Sign

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26162

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 February 3, 2026, 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:	E1616, Economic Development Authority	
Grant:	1160021-2026, Iridium Satellite, LLC	$400,000

Reduce Appropriation to:

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

Source of Funds: Virginia Economic Development Partnership Authority, $400,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

REVISED

NEW ITEM

Board Agenda Item
February 3, 2026

ACTION – 1

Adoption of a Resolution Confirming the Declaration of Local Emergency, Terminating the Declaration of Local Emergency, and Consenting to all Actions Taken by the Director of Emergency Management and County Staff

ISSUE:
Board of Supervisors adoption of a resolution confirming the Declaration of Local Emergency, terminating the Declaration of Local Emergency, and consenting to actions taken by the Director of Emergency Management and County Staff.

RECOMMENDATION:
The County Executive recommends that the Board:

1) Confirm the Declaration of Local Emergency effective January 24, 2026;
2) Terminate the Declaration of Local Emergency effective immediately;
3) Approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration of Local Emergency and the Fairfax County Emergency Operations Plan.

TIMING:
Board action is requested on February 3, 2026, which is the next regularly scheduled meeting of the Board following the Declaration of Local Emergency by the County Executive, in his capacity as the Director of Emergency Management.

BACKGROUND:
Due to the severe winter storm event affecting the area, the County Executive, in his capacity as the Director of Emergency Management, signed a Declaration of Local Emergency effective January 24, 2026. The Declaration officially activated the County's Emergency Operations Plan and authorized the furnishing of aid and assistance under the Plan in order to mitigate the results of the severe winter storm event.

The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at *Virginia Code §§ 44-146.13 through 44-146.28.1*, authorizes the Director of Emergency Management to declare the existence of a local emergency when the governing body cannot convene, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within 45 days of the declaration, whichever occurs first. *Va. Code § 44-146.21(A)*. The Board must also

REVISED

NEW ITEM

Board Agenda Item
February 3, 2026

take appropriate action to end the declared emergency when, in its judgment, all emergency actions have been taken. *Va. Code § 44-146.21(A)*. As February 3, 2026, is the Board's next regularly scheduled meeting following the Declaration of Local Emergency, the Board is requested to adopt a Resolution to confirm the Declaration of Local Emergency, terminate the Declaration of Local Emergency, and approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration and the Fairfax County Emergency Operations Plan.

FISCAL IMPACT:
A declaration of a local emergency by the governing body is necessary for the County to seek funds for such actions as recovery, clean-up and evaluation should such funds become available.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution
Attachment 2: Declaration of Local Emergency
Attachment 3: Declaration of a State of Emergency Due to Severe Winter Weather

STAFF:
Bryan J. Hill, County Executive
Thomas Arnold, Deputy County Executive
Seamus Mooney, Emergency Management Coordinator

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

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, February 3, 2026, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, and set forth in Chapter 3.2 of Title 44 of the Code of Virginia, authorizes the Director of Emergency Management to declare the existence of a local emergency when the governing body cannot convene, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within 45 days of the declaration, whichever comes first; and

WHEREAS, circumstances associated with a severe winter storm created the potential of an emergency that threatened to be of sufficient severity and magnitude to warrant coordinated state and local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; and

WHEREAS, the potential of such an emergency necessitated the Declaration of a State of Emergency by the Governor of the Commonwealth of Virginia on January 22, 2026; and

WHEREAS, the potential of such an emergency necessitated a Declaration of Local Emergency by the Director of Emergency Management, effective January 24, 2026; and

WHEREAS, circumstances did not permit the governing body to convene to consent to the Declaration of Local Emergency; and

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, and set forth in Chapter 3.2 of Title 44 of the Code of Virginia, further provides that the local governing body shall take appropriate action to end the declared emergency when, in its judgment, all emergency actions have been taken; and

WHEREAS, the Board of Supervisors of Fairfax County has determined that all emergency actions have been taken; and

WHEREAS, the Board of Supervisors of Fairfax County seeks to confirm the Declaration of Local Emergency, to terminate the Declaration of Local Emergency, and approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration and the Fairfax County Emergency Operations Plan; now therefore be it

RESOLVED that the Board of Supervisors of Fairfax County

1. Confirms the Declaration of Local Emergency effective January 24, 2026; and

2. Terminates the Declaration of Local Emergency effective immediately; and

3. Approves and consents to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration of Local Emergency and the Fairfax County Emergency Operations Plan.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

DECLARATION OF LOCAL EMERGENCY
FAIRFAX COUNTY, VIRGINIA

WHEREAS, as a result of a severe winter storm that is expected to occur in the Commonwealth of Virginia beginning January 24, 2026, the Governor of the Commonwealth of Virginia has declared a state emergency on January 22, 2026, to facilitate coordinated government action by state agencies to prevent or alleviate the damage, loss, hardship, or suffering caused by the existence of that emergency; and

WHEREAS, as this severe winter storm is also expected to occur in Fairfax County, Virginia, and a storm of this magnitude is expected to present dangerous conditions of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship, or suffering caused by the existence of this emergency; and

WHEREAS, due to this expected snowstorm, a condition of extreme peril to life and property necessitates the proclamation of the existence of an emergency; and

WHEREAS, circumstances do not permit the Fairfax County Board of Supervisors to convene to consent to the declaration of a local emergency; it is hereby

DECLARED, subject to confirmation by the Board at its next regularly scheduled meeting on February 3, 2026, and pursuant to Virginia Code §§ 44-146.16 and 44-146.21(A), that, effective January 24, 2026, a local emergency will exist throughout Fairfax County because this severe winter storm will create the potential for an emergency that threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship, or suffering threatened; and it is

FURTHER DECLARED that the Fairfax County Emergency Operations Plan is now in effect.

Bryan Hill, County Executive
Director of Emergency Management

Commonwealth of Virginia
Office of the Governor

Executive Order

NUMBER ELEVEN (2026)

DECLARATION OF A STATE OF EMERGENCY DUE TO SEVERE WINTER WEATHER

Importance of the Issue

On January 22, 2026, I declare a state of emergency to exist for the Commonwealth of Virginia based on National Weather Service forecasts that indicate a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages.

The Virginia Emergency Operations Center ("VEOC") has been actively monitoring the movement of severe winter weather heading toward Virginia, with the anticipated arrival of the most severe impacts on Saturday, January 24, 2026, and into Sunday, January 25, 2026. Accordingly, the pre-positioning of response assets and supplies will be necessary to assist our local and state partners. The Virginia Emergency Support Team will activate for this incident.

The health and general welfare of the citizens of the Commonwealth require that state action be taken to help alleviate the conditions caused by this situation. The effects of this storm constitute a disaster wherein human life and public and private property are imperiled, as described in § 44-146.16 of the *Code of Virginia*. Therefore, by virtue of the authority vested in me by Article V, Section 7 of the Constitution of Virginia, and §§ 44-146.17 and 44-75.1 of the *Code of Virginia*, as Governor and Director of Emergency Management and Commander-in-Chief of the Commonwealth's Armed Forces, I proclaim a state of emergency. Accordingly, I direct state and local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible. Emergency services shall be conducted in accordance with § 44-146.13 et seq. of the *Code of Virginia*.

Following a declaration of a local emergency pursuant to § 44-146.21 of the *Code of Virginia*, if a local governing body determines that evacuation is deemed necessary for the preservation of life or other emergency mitigation, response, or recovery, pursuant to § 44-146.17(A)(1) of the *Code of Virginia*, I direct the evacuation of all or part of the populace therein from such areas and upon such timetable as the local governing body, in coordination with the VEOC, acting on behalf of the State Coordinator of Emergency Management, shall determine. Notwithstanding the foregoing, I reserve the right to direct and compel evacuation from the same and different areas and determine a different timetable both where local governing bodies have made such a determination and where local governing bodies have not made such a determination. Violations of any order to citizens to evacuate shall constitute a violation of this Executive Order and are punishable as a Class 1 misdemeanor.

This Executive Order also covers preparatory actions for this event that began on January 22, 2026.

Directive

In order to marshal all public resources and appropriate preparedness, response, and recovery measures, I order the following actions:

1. Implementation by state agencies of the Commonwealth of Virginia Emergency Operations Plan, as amended, along with other appropriate state plans.

2. Activation of the Virginia Emergency Operations Center and the Virginia Emergency Support Team, as directed by the State Coordinator of Emergency Management, to coordinate the provision of assistance to state, local, and tribal governments and to facilitate emergency services assignments to other agencies; activation of the Emergency Management Assistance Compact § 44-146.28:1 of the *Code of Virginia* as needed.

3. Authorization for the heads of executive branch agencies, on behalf of their regulatory boards as appropriate, and with the concurrence of their Cabinet Secretary, to waive any state requirement or regulation, and enter into contracts without regard to normal procedures or formalities, and without regard to application or permit fees or royalties. All waivers issued by agencies shall be posted on their websites.

4. Activation of § 59.1-525 et seq. of the *Code of Virginia* related to price gouging.

5. Authorization of a maximum of $2,750,000 in state sum sufficient funds for state and local government mission assignments and state response and recovery operations authorized and coordinated through the Virginia Department of Emergency Management, allowable by The Stafford Act, 42 U.S.C. § 5121 et seq. Included in this authorization is $1,000,000 for the Department of Military Affairs.

6. Activation of the Virginia National Guard to State Active Duty.

Effective Date of this Executive Order

This Executive Order shall be effective January 22, 2026, and shall remain in full force and effect for 30 days pursuant to § 44-146.17(A)(1) of the *Code of Virginia*, unless sooner amended or rescinded by further executive order.

Termination of this Executive Order is not intended to terminate any federal-type benefits granted or to be granted due to injury or death as a result of service under this Executive Order.

Given under my hand and under the Seal of the Commonwealth of Virginia, this 22nd day of January 2026.

Abigail D. Spanberger

Abigail D. Spanberger, Governor

Attest:

Jennifer B. Moon

Jennifer B. Moon, Secretary of the Commonwealth

Board Agenda Item
February 3, 2026

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. *William Strasburg v. H.A. Bull*, Record No. (pending) (U.S. Sup. Ct.)

2. *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.)

3. *Jeremias Flores Sanchez v. Fairfax County Department of Family Services,* Record No. 0206-25-4 (Va. Ct. App.)

4. *Currie Fitzhugh, by GEICO Advantage Insurance Company, subrogee v. John Doe,* Case No. GV25-032666 (Fx. Co. Gen. Dist. Ct.)

5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jinying Chen and Guozhang Gao,* Case No. GV25-035319 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

6. *Jay Riat, Fairfax County Building Official v. Jinying Chen and Guozhang Gao,* Case No. GV26-00386 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Gary C. Smith, Trustee of the Smith Living Trust, and Carolyn W. Smith, Trustee of the Smith Living Trust,* Case No. CL-2009-004848 (Fx. Co. Cir. Ct.) (Dranesville District)

8. *Jay Riat, Fairfax County Building Official v. International Sangha Buddhist Congregation, Inc,* Case No. CL-2025-010846 (Fx. Co. Cir. Ct.) (Mason District)

9. *Jay Riat, Fairfax County Building Official v. El Habanero, Inc., and SSKY Investments, LLC,* Case No. GV26-000384 (Fx. Co. Gen. Dist. Ct.) (Mason District)

REVISED

Intent to Defer to 03/03/2026 at 3:30p.m.

Board Agenda Item
February 3, 2026

3:30 p.m.

Public Hearing on SE-2025-HM-00001 (Comstock Reston Station Holdings LC) to Permit Sign Modifications, Located on Approximately 17.55 Acres of Land Zoned PDC (Hunter Mill District)

This property is located in the Hunter Mill District. Tax Map 17-4 ((1)) 17L1-L7; 17-4 ((1)) 17E; 17-4 ((20)) 1-8; 17-4 ((24)) 3; and 17-4 ((41)) A-C.

By Supervisor motion at the December 9, 2025, meeting, the public hearing was deferred to February 3, 2026, at 3:30 pm.

PLANNING COMMISSION RECOMMENDATION:
On January 14, 2026, the Planning Commission voted 12-0 to defer the decision only for SE-2025-HM-00001 to January 28, 2026, or the next appropriate date, with the record remaining open for comments. The Planning's Commission Recommendation will be forwarded upon decision.

On January 28, 2026, the Planning Commission voted 12-0 to defer the decision only for SE-2025-HM-00001 to February 25, 2026, with the record remaining open for comments.

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)
Katie Quinn, Planner, ZED, DPD

Board Agenda Item
February 3, 2026

3:30 p.m.

Public Hearing on RZ-2024-DR-00018 (Flagship Virginia OPCO, LLC) to Rezone from R-1 and C-8 to C-8 to Permit a Car Wash with an Overall Floor Area Ratio (FAR) of 0.09, Located on Approximately 1.04 Acres of Land (Dranesville District) (Concurrent with PCA-78-D-049 and SE- 2024-DR-00031)

and

Public Hearing on PCA-78-D-049 (Flagship Virginia OPCO, LLC) to Amend the Proffers and Associated Site Design for RZ 78-D-049 to Permit a Car Wash with an Overall Floor Area Ratio (FAR) of 0.09, Located on Approximately 1.04 Acres of Land Zoned R-1 and C-8 (Dranesville District) (Concurrent with RZ-2024-DR-00018 and SE-2024-DR-00031)

and

Public Hearing on SE-2024-DR-00031 (Flagship Virginia OPCO, LLC) to Permit a Car Wash, Located on Approximately 1.04 Acres of Land Zoned R-1 and C-8 (Dranesville District) (Concurrent with RZ-2024-DR-00018 and PCA-78-D-049)

This property is located on the E. side of Dranesville Rd., S. of Leesburg Pike. Tax Map 17-3 ((1)) 5 (pt.), 5H1 (pt.), 29A for DPA-86-C-119-05 and Tax Map 6-3 ((1)) 2A and 2B.

This property is located on the E. side of Dranesville Rd., S. of Leesburg Pike. Tax Map 6-3 ((1)) 2A and 2B.

This property is located in the Dranesville District. Tax Map 6-3 ((1)) 2A and 2B.

PLANNING COMMISSION RECOMMENDATION:
On January 7, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- PCA-78-D-049, subject to the proffers consistent with those dated December 22, 2025;
- RZ-2024-DR-00018 subject to the proffers consistent with those dated December 22, 2025; and
- SE-2024-DR-00031 subject to the development conditions consistent with those dated December 23, 2025.

Board Agenda Item
February 3, 2026

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)
Tabatha Cole, Planner, ZED, DPD

Board Agenda Item
February 3, 2026

3:30 p.m.

Public Hearing on SE-2024-MV-00008 (Alusine Conteh) to Permit Vehicle Repair and Maintenance, Light. Located on Approximately 32,451 Square Feet of Land Zoned C-8, CRD and HC (Mount Vernon District)

This property is located in the Mount Vernon District. Tax Map 101-2 ((1)) 75 (pt).

By Supervisor motion at the January 13, 2026, meeting, the public hearing was deferred to February 3, 2026, at 3:30 pm.

PLANNING COMMISSION RECOMMENDATION:
On January 14, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- SE-2024-MV-00008, subject to the development conditions consistent with those dated January 6, 2026;
- Waiver of 8100.7.E(2) of the Zoning Ordinance to construct the trail along Richmond Highway;
- Modification of the transitional screening requirement along the southern lot line to that shown on the SE Plat;
- Waiver of the transitional screening requirement along the eastern lot line;
- Modification of the street frontage landscaping to that shown on the SE Plat; and
- Waiver of the minimum lot area and lot width requirements.

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

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

Board Agenda Item
February 3, 2026

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

Board Agenda Item
February 3, 2026

3:30 p.m.

Public Hearing on SEA-00-Y-004-002 (Mount Olive Baptist Church) to Amend SE-00-Y-004 Previously Approved for a Religious Assembly with Child Care Center to Allow Modifications to Development Conditions Related to Signage. Located on Approximately 12.27 Acres of Land Zoned R-2 and WS (Sully District)

This property is located in the Sully District. Tax Map 65-1 ((1)) 34A and 65-3 ((1)) 8B.

By Supervisor motion at the January 13, 2026, meeting, the public hearing was deferred to February 3, 2026, at 3:30 pm.

PLANNING COMMISSION RECOMMENDATION:
On November 19, 2025, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the approval of SEA-00-Y-004-002, subject to the development conditions consistent with those dated November 6, 2025.

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

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