FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 29, 2026

AGENDA

9:30	**Done**	Presentations
9:30	**Done**	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00	**Done**	Matters Presented by Board Members
10:00	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA 2007-SP-001-03, Costco Wholesale Corporation (Springfield District)
2	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception SE 2023-PR-00004; Amir V. Filipour, Trustee and Sharon J. Filipour, Trustee (Providence District)
3	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Philip Road (Mason District)
4	**Approved**	Supplemental Appropriation Resolution AS 27079 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Department for Aging and Rehabilitative Services to Pass Through Funding to the Washington Area Villages Exchange for Continuation of the Virginia Villages Aging Well in Community Pilot Project
5	**Approved**	Supplemental Appropriation Resolution AS 27084 for the Department of Public Works and Environmental Services to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Request Included in the Consolidated Appropriations Act, 2024
6	**Approved**	Authorization to Advertise a Public Hearing to Sell Easement Rights in Board of Supervisor Owned Property at Wolf Trap Fire Station to Castleton, L.C. (Dranesville District)
7	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Richmond Highway Bus Rapid Transit Project 2G40-162-000 (Franconia and Mount Vernon Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 29, 2026

ADMINISTRATIVE ITEMS (continued)

8	**Approved**	Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Accessory Living Units
9	**Approved**	Designation of Plans Examiner Status Under the Expedited Land Development Review Program and Appointments to the Advisory Plans Examiner Board
10	**Approved**	Approval of Streets into the Secondary System – Enclave at Long Branch (Franconia District)
11	**Approved**	Approval of Streets into the Secondary System – Giles Overlook (Mount Vernon District)
12	**Approved**	Approval of Streets into the Secondary System – Aylor Estates (Providence District)

ACTION ITEMS

1	**Approved**	Presentation of the Delinquent Tax List for Tax Year 2025 (FY 2026)
2	**Approved**	Resolution Authorizing the Director of the Department of Tax Administration, or His Designee, to Allow for an Extension of Time, Not to Exceed 90 Days, for the Payment of Real Estate and Personal Property Taxes Made by a Taxpayer Following the Submission of Tax Relief and/or Exemption Applications, Whenever Good Cause Exists
3	**Approved**	Authorization to Include County-Owned Property in Rezoning Application RZ-2026-HM-00006 and Approval of Related Agreements (Hunter Mill District)
4	**Approved**	Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Construction of Segments 2A and 2B of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)
5	**Approved**	Authorization to Execute a Memorandum of Agreement with the Virginia Department of Transportation for the Design and Construction of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 29, 2026

	INFORMATION ITEMS	
1	**Noted**	Fairfax-Falls Church Community Services Board FY2027 Fee Schedule Update
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on SE-2025-FR-00037 (Federal Realty OP LP F/K/A Federal Realty Investment Trust) (Franconia District)
3:30	**Approved**	Public Hearing on SE-2025-PR-00039 (Somos Phase A, LLC and Somos Phase B, LLC) (Providence District)
3:30	**Approved**	Public Hearing on SE-2026-SU-00011 (Enterprise RAC Company of Maryland, LLC) (Sully District)
3:30	**Approved**	Public Hearing on RZ-2024-MA-00012 (Nicholas LRT LLC) (Mason District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment 2026-III-UP2, Reston Crescent (Hunter Mill District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment SSPA 2025-IV-2RH (Hilltop Village) (Franconia District)
4:00	**Approved**	Public Hearing to Consider an Ordinance Expanding the McLean Residential Permit Parking District, District 21 (Dranesville District)
4:00	**Approved**	Public Hearing to Convey Board-Owned Property Located at 14200 Saint Germain Drive to the Fairfax County Redevelopment and Housing Authority (Sully District)
4:00	**Approved**	Public Hearing to Consider an Amendment to County Code Section 82-5-37 to Provide for Parking Restrictions Along Public Rights of Way
4:00	**Approved**	Public Hearing to Consider an Ordinance Establishing Parking Restrictions on Boone Boulevard (Providence District)

FAIRFAX COUNTY
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	PUBLIC HEARINGS (continued)	
4:00	**Approved**	Public Hearing to Consider an Ordinance Establishing the Dranesville Community Parking District (Dranesville District)
4:30	**Approved**	Public Hearing to Consider Proposed Amendments to Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board, and 82-5-32.2, Department of Cable and Consumer Services
4:30	**Held**	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
September 29, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To honor Christopher Leonard, former Deputy County Executive for Health and Human Services, for his more than two decades of service to Fairfax County. Requested by Chairman McKay and Supervisor Palchik.

RESOLUTION — To honor Victor Hoskins for his distinguished service and visionary leadership upon his retirement as President and Chief Executive Officer of the Fairfax County Economic Development Authority. Requested by Chairman McKay.

RESOLUTION — To recognize the Alpha Kappa Alpha Sorority, Inc., Lambda Kappa Omega Chapter on its 50th anniversary and celebrate its service and contributions to the community. Requested by Chairman McKay, Supervisor Alcorn and Supervisor Lusk.

RESOLUTION — To recognize the Reston YMCA on its 25th anniversary and celebrate its service and contributions to the community. Requested by Chairman McKay and Supervisor Alcorn.

PROCLAMATION — To designate September 2026 as National Preparedness Month in Fairfax County. Requested by Chairman McKay.

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

Board Agenda Item
September 29, 2026

9:30 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard September 29, 2026

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

FINAL COPY

APPOINTMENTS TO BE HEARD SEPTEMBER 29, 2026
(ENCOMPASSING VACANCIES PROJECTED THROUGH SEPTEMBER 30, 2026)
(Unless otherwise noted, members are eligible for reappointment)

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Julian De Phillips (Appointed 1/23 by Jimenez) Term exp. 9/26	Mason District Representative	**Julian De Phillips**	Jimenez	Mason

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

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

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

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

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

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

AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD
(Serves at the pleasure of the Board)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Mariette Newcomb; appointed 2/88 by Richards) *Resigned*	Farmer #2 Representative		By Any Supervisor	At-Large

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

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

ARCHITECTURAL REVIEW BOARD (3-year terms)

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

Incumbent History	Requirement	Nominee	Supervisor	District
Rachael Mangum (Appointed 10/23 by Storck) Term exp. 9/26	Architect Representative	**Rachael Mangum** (Storck)	By Any Supervisor	At-Large
Christopher Daniel (Appointed 10/23 by McKay) Term exp. 9/26	Architectural Historian Representative		By Any Supervisor	At-Large
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali A. Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative	**Ian Harper**	Bierman	Dranesville
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
Dean Shepard (Appointed 11/24 by Palchik) Term exp. 9/26	Providence District Alternate Representative	**Dean Shepard**	Palchik	Providence
Michael Thompson (Appointed 6/24 by Herrity) Term exp. 6/26	Springfield District Principal Representative	**Michael Thompson**	Herrity	Springfield
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

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

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maryam Ovissi; appointed 3/21-5/23 by Alcorn) Term exp. 4/25 *Resigned*	Fairfax County #7 Representative	**Anne Bentley**	Alcorn	Hunter Mill

CONFIRMATION NEEDED:

- Mr. Craig Kinnear as the Reston Association #2 Representative
- Mr. Robert Dim as the Reston Association #4 Representative

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

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

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large Chairman's #2 Representative		McKay	At-Large Chairman's
NEW POSITION	At-Large Chairman's #3 Representative		McKay	At-Large Chairman's
NEW POSITION	At-Large Chairman's #4 Representative		McKay	At-Large Chairman's

CHILD CARE ADVISORY COUNCIL (2-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Monica Jackson (Appointed 9/24 by Walkinshaw) Term exp. 9/26	Braddock District Representative	**Monica Jackson**	Sizemore Heizer	Braddock
Valerie Inman (Appointed 6/25 by Bierman) Term exp. 9/26	Dranesville District Representative		Bierman	Dranesville
Anne Goldstein-Rugel (Appointed 9/24 by Alcorn) Term exp. 9/26	Hunter Mill District Representative	**Anne Goldstein-Rugel**	Alcorn	Hunter Mill
Wynne Busman (Appointed 2/25 by Jimenez) Term exp. 9/26	Mason District Representative	**Wynne Busman**	Jimenez	Mason
Lisa Farinholt-O'Brien (Appointed 10/23 by Herrity) Term exp. 9/26	Springfield District Representative	**Lisa Farinholt-O'Brien**	Herrity	Springfield
VACANT (Formerly held by Mercedes Dash; appointed 10/25 by Palchik) Term exp. 9/27 *Resigned*	Providence District Representative		Palchik	Providence

CIVIL SERVICE COMMISSION (2-year terms)
NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Janice Hill; appointed 12/21 by Gross; 6/24 by Jimenez) Term exp. 12/25 *Deceased*	At-Large #9 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jordan Toutges (Appointed 10/23 by Herrity) Term exp. 9/26	Springfield District Representative	**Jordan Toutges**	Herrity	

COMMISSION ON AGING (2-year terms)

CONFIRMATION NEEDED:

- Ms. Manisha Maskay as the City of Fairfax Representative

CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative	**Christian Ballester** (Sizemore Heizer)	By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Claire Keena (Appointed 5/24 by Herrity) Term exp. 6/26	Springfield District Representative	**Mary Jean Andres**	Herrity	Springfield
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

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

CONFIRMATION NEEDED:

- Ms. Jennifer Wagner as the At-Large #8 Representative
- Ms. Kathleen Featheringham as the At-Large #9 Representative

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

Incumbent History	Requirement	Nominee	Supervisor	District
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Fernicola; appointed 1/22 by McKay) Term exp. 1/24 *Resigned*	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

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

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

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

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

FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anthony Griffin; appointed 9/20-10/23 by Gross) Term exp. 6/27 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Patricia Zissios; appointed 3/24 Lusk) Term exp. 6/27 *Resigned*	Franconia District Representative	**Joy A. McManus** *(Nomination announced on August 25, 2026)*	Lusk	Franconia

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

Incumbent History	Requirement	Nominee	Supervisor	District
Douglas Samuelson (Appointed 7/23 by Walkinshaw) Term exp. 6/26	Consumer #1 Representative	**Douglas Samuelson** (Sizemore Heizer)	By Any Supervisor	At-Large
VACANT (Formerly held by Cody J. Hennelly; appointed 3/25 by Lusk) Term exp. 6/27 *Resigned*	Consumer #3 Representative		By Any Supervisor	At-Large
Maria Zlotnik (Appointed 9/22 by McKay) Term exp. 6/25	Consumer #4 Representative		By Any Supervisor	At-Large
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jenee Lindner; appointed 12/21-1/25 by Herrity) Term exp. 12/27 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Gloria Crawford (Appointed 10/23 by Alcorn) Term exp. 9/26	At-Large #2 Representative		By Any Supervisor	At-Large
Kate Bogan (Appointed 1/26 by Jimenez) Term exp. 9/26	At-Large #8 Representative	**Kate Bogan** (Jimenez)	By Any Supervisor	At-Large
Adnan Bokhari (Appointed 5/23 by McKay) Term exp. 9/26	At-Large #9 Representative		By Any Supervisor	At-Large
Shahid Malik (Appointed 1/24 by McKay) Term exp. 9/26	At-Large #11 Representative		By Any Supervisor	At-Large
Julia Boone (Appointed 9/25 by Alcorn) Term exp. 9/26	At-Large #12 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Paul Thomas: appointed 8/22 by Alcorn) Term exp. 7/26 *Resigned*	Hunter Mill District #1 Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Kostro; appointed 12/25 by Storck) Term exp. 12/28 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Dennis Carlton; appointed 11/25 by Smith) Term exp. 12/28 *Resigned*	Sully District Representative		Smith	Sully

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

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville

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

Incumbent History	Requirement	Nominee	Supervisor	District
Jay Jupiter (Appointed 2/17-3/22 by Storck) Term exp. 12/25	Citizen At-Large #1 Representative		By Any Supervisor	At-Large

REDEVELOPMENT AND HOUSING AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sarah Lennon; appointed 2/25 by Walkinshaw) Term exp. 4/27	Braddock District Representative	**Brian Hobbs**	Sizemore Heizer	Braddock

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

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

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

Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Shindledecker (Appointed 9/21 by Foust) Term exp. 9/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Stephanie Weber: appointed 8/22 by Alcorn) Term exp. 9/25 *Resigned*	Residential Owners/HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 9/24 by Bierman) Term exp. 1/26	Dranesville District Representative		Bierman	Dranesville
Erin Partlan (Appointed 12/21-1/24 by Lusk) Term exp. 1/26	Franconia District Representative	**Erin Partlan**	Lusk	Franconia
VACANT (Formerly held by Henry Bankester; appointed 1/26 by Jimenez) Term exp. 1/28 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Noel Popwell; appointed 3/24 by Herrity) Term exp. 1/26 *Resigned*	Springfield District Representative	**Tayyaba Samina**	Herrity	Springfield

TRANSPORTATION ADVISORY COMMISSION (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Champness (Appointed 9/13-9/24 by Foust) Term exp. 6/26	Dranesville District Representative		Bierman	Dranesville
Keith Foxx (Appointed 2/24 by Lusk) Term exp. 6/26	Franconia District Representative		Lusk	Franconia

TRESPASS TOWING ADVISORY BOARD (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held Denver Supinger; appointed 9/24 by McKay) Term exp. 9/27 *Resigned*	Citizen Alternate Representative		By Any Supervisor	At-Large
Ashley Miller (Appointed 6/26 by McKay) Term exp. 9/26	Towing #1 Representative		By Any Supervisor	At-Large
Alvin Leach (Appointed 10/10-11/22 by Foust) Term exp. 9/25	Towing #2 Representative		By Any Supervisor	At-Large

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Shaughnessy Glennon Pierce (Appointed 8/22 by Alcorn) Term exp. 7/26	Citizen Appointed by BOS #2 Representative	**Shaughnessy Glennon Pierce** (Alcorn)	By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Bert Cramer; appointed 1/21-12/21 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District #2 Representative		Storck	Mount Vernon
VACANT (Formerly held by John Collins; appointed 1/22-12/24 by Storck) Term exp. 12/29 *Resigned*	Mount Vernon District #3 Representative		Storck	Mount Vernon

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Timothy Klein; appointed 7/25 by Lusk) Term exp. 1/26 *Resigned*	Franconia District Representative		Lusk	Franconia
VACANT (Formerly held by Daniel Morgan; appointed 2/26 by Jimenez) Term exp. 1/28 *Resigned*	Mason District Representative		Jimenez	Mason
Zafar Mahnoor (Appointed 1/24 by Storck) Term exp. 1/26 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Neel Daugherty-Shrivastava (Appointed 3/24 by Palchik) Term exp. 1/26	Providence District Representative		Palchik	Providence
Samuel Niner (Appointed 1/22-1/24 by Herrity) Term exp. 1/26 ***Not eligible for reappointment***	Springfield District Representative		Herrity	Springfield

Continued on next page

YOUNG ADULTS ADVISORY COUNCIL
(2-year terms - limited to 2 full terms)
Continued from previous page

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

Board Agenda Item
September 29, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
September 29, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 1

Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA-2007-SP-001-03, Costco Wholesale Corporation (Springfield District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SEA-2007-SP-001-03, pursuant to the provisions of subsection 8100.3.D.(6) of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve 4 months additional time for SEA-2007-SP-001-03, to establish use or commence construction, to April 26, 2027.

TIMING:
Board action is requested on September 29, 2026.

BACKGROUND:
Under subsection 8100.3.D.(6) of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. This request was filed on July 24, 2026, prior to the expiration date of December 25, 2026. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The subject property, Tax Map 56-1 ((1)) 5C, is a 16-acre developed lot zoned C-8 and WS and located at 4725 West Ox Road in Fairfax. (See locator map, Attachment 1). The property is located in the northeast quadrant of West Ox/Route 29 Intersection, and east of Fairfax County Parkway. It is located between West Ox Road to the west and Piney Branch Road to the east, and north of Home Depot. On June 25, 2024, the Board of Supervisors approved Special Exception SEA-2007-SP-001-03, subject to development conditions. (See Clerk's letter, Attachment 2). The application was filed in the name of Costco Wholesale Corporation, to permit an addition to the existing Costco building. The

addition allowed for the upgrade and expansion of the delicatessen and rotisserie area, an increase to the refrigerated meat storage area, construction of a new cooler, and expansion to the sales aisles. The Board also approved associated site changes to parking, landscaping, and stormwater necessitated by the building addition proposal. Additionally, the Board reaffirmed the modified transitional screening requirement and the waiver of the barrier requirements as shown on the SEA Plat.

SEA-2007-SP-001-03 was approved with a condition requiring that construction be commenced and diligently prosecuted, within 30 months of the approval date unless the Board grants additional time. The SEA is due to expire, without notice, on December 25, 2026. On July 24, 2026, the Department of Planning and Development (DPD) received a letter, dated July 13, 2026, from Cameron Mavity, P.E., agent for the Applicant, requesting additional time to March 31, 2027. (See Attachment 3).

According to the Applicant's letter, additional time is necessary to commence construction because while the site plan has been submitted and is being timely processed, it is unlikely that it will be approved in enough time to allow construction to commence before the retailer begins its self-imposed holiday construction blackout period beginning on November 1, 2026. Following review of the request, staff recommends 4 months of additional time, to April 26, 2027, to ensure that, if any unforeseen delays occur, there is enough time to establish the use or commence construction.

Staff has reviewed SEA-2007-SP-001-03 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit an addition to the existing Costco building within the C-8 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new SEA application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the SEA. Finally, the conditions associated with the Board's approval of SEA-2007-SP-001-03 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith. Staff believes that 4 months of additional time is in the public interest and recommends that it be approved.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

Board Agenda Item
September 29, 2026

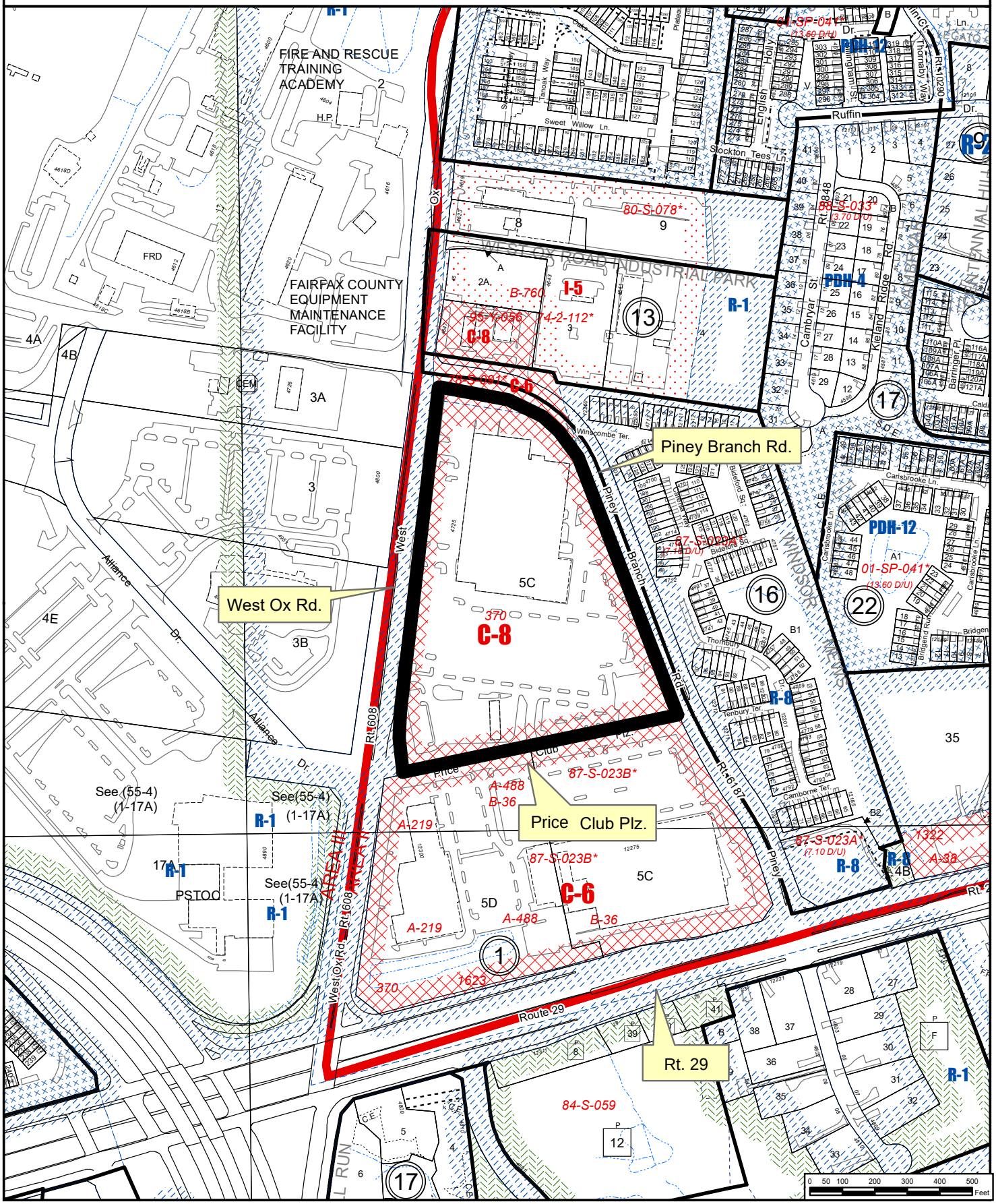
ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated July 8, 2024, to David S. Houston
Attachment 3: Letter Dated July 13, 2026, to the Zoning Administrator

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

Special Exception Amendment
SEA-2007-SP-001-03

Attachment 1

Costco Wholesale Corporation



County of Fairfax, Virginia

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

July 8, 2024

David S. Houston
Bean, Kinney & Korman, P.C.
2311 Wilson Blvd., Suite 500
Arlington, VA 22201

RE: Special Exception Amendment Application SEA 2007-SP-001-03 - Costco Wholesale Corporation
Springfield District

Dear Mr. Houston:

At a regular meeting held on June 25, 2024, the Board of Supervisors approved Special Exception Amendment Application SEA 2007-SP-001-03, subject to the development conditions dated May 2, 2024, as attached.

For additional information, please visit https://plus.fairfaxcounty.gov/CitizenAccess/ or contact the Zoning Evaluation Division at (703) 324-1290.

Sincerely,

Jill G. Cooper
Clerk for the Board of Supervisors

Cc: Supervisor Pat Herrity, Springfield District
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration
Suzanne Wright, Director, Zoning Evaluation Division, Dept. of Planning and Development
Drew Hushour, Deputy Zoning Administrator, Dept. of Planning and Development
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Chief, Site Analysis and Transportation Planning Division, FCDOT
Randall Farren, Park Planning Branch Manager, FCPA
Abdi Hamud, Program Administrator, DHCD/Design Development Division
Leanna O'Donnell, Director, Office of Facilities Planning Services, FCPS
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

Attachment

Department of Clerk Services
Clerk for the Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

APPROVED DEVELOPMENT CONDITIONS

SEA 2007-SP-001-03

May 2, 2024

The Board of Supervisors to approved SEA 2007-SP-001-03, located at Tax Map 56-1((1)) 5C, to permit modifications to site conditions for the expansion of the existing warehouse building, the Board conditions the approval by requiring conformance with the following development conditions. Previous development conditions for other uses onsite have not been superseded, however, these conditions apply solely to the use described above.

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

2. This SEA is granted only for the purpose(s), structure(s), and/or use(s) indicated on the SEA Plat, as qualified by these development conditions.

3. Any plan submitted pursuant to this SEA must be in substantial conformance with the approved SEA Plat entitled "Special Exception Amendment for Costco Wholesale" prepared by Bohler, dated March 26, 2024, consisting of twelve sheets, and these conditions. Any plan must generally adhere to the limits of disturbance, although maintenance and upkeep are permitted elsewhere onsite. Any disturbance needed otherwise may be permitted as a minor modification if determined to be in substantial conformance with this approval. Minor modifications to the approved Special Exception Amendment may be permitted pursuant to Section 8100.5 of the Zoning Ordinance.

4. Transportation. The applicant must fix the damaged pedestrian guardrail located along Piney Branch Road on the northern side of the property prior to issuance of the nonRUP.

5. Invasive Plant Species Management. At the time of site plan submission the Applicant will provide a management narrative for review and approval by FCON specifying the common and scientific name of invasive species proposed for management, the target area along the limits of clearing and within any tree preservation areas located inside of the clearing limits for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring , duration of the management program, and potential replanting along the limits of clearing as may be needed. The Applicant must monitor the managed areas for a period of five (5) years upon substantial completion of the development.

6. Soil Remediation. Soil in all planting areas and under adjacent walkways must be the subject of remedial action to restore planting areas to satisfy the cultural requirements of trees, shrubs and groundcovers specified in the landscape planting

plan, with attention to deep soil aeration, the addition of organic matter throughout the soil profile to at least 12 inches, and the addition of organic matter on top of the soil. Planting areas not used for walking or outdoor activities should be densely planted with native perennials to increase their habitat values and to avoid foot traffic and its attendant re-compaction of the amended soils. The Applicant will provide notes and details specifying how the soil will be restored for the establishment and long-term survival of landscape plants for review by FCON.

7. Electric Vehicle Charging. Concurrent with the site plan submission for the proposed building addition, the applicant must designate at least two (2) parking spaces to be equipped with universal, Level 3 electric vehicle charging stations, which must be fully wired and functional at time of nonRUP issuance.

8. Pursuant to the Zoning Ordinance, this Special Exception Amendment will automatically expire, without notice, thirty (30) months after the date of approval unless construction has commenced and been diligently prosecuted, in conformance with this SEA approval. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the Special Exception Amendment. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

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

BOHLER

12825 Worldgate Drive, Suite 700
Herndon, VA 20170
703.709.9500

July 13, 2026
Via Hand Delivery

Fairfax County
Department of Planning and Development
12055 Government Center Parkway, Suite 801
Fairfax, VA 22035

Attn: Zoning Administrator

RE: SP-2025-00007
Costco West Ox
Development Extension Request
4725 West Ox Road
Fairfax County, VA
BENJ#: NJA220309.00

To whom it may concern,

Please accept this letter as a request for additional time to commence development.

Per Proffer #8, SEA-2007-SP-001-03 shall expire 30 months after the date of approval unless construction has commenced. This would require construction to be started by 12/25/26. As allowed per the language of the proffer, we would like to request an extension of this period to this date falling within the holiday season. The timeline is impacted due to the current projected permit approval date for the site plan (currently at signature set submission) and the developer's blackout period starting 11/1/26 for the holiday season. We request that the extension run through Q1 of 2027 (ending March 31, 2027).

Upon your review, should you have any questions or require additional information, please do not hesitate to contact this office at (703) 709-9500.

Sincerely,

Bohler, LLC

Cameron Mavity, P.E.
Senior Project Manager

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 2

Additional Time to Establish Use or Commence Construction for Special Exception SE-2023-PR-00004; Amir V. Filipour, Trustee and Sharon J. Filipour, Trustee (Providence District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SE-2023-PR-00004, pursuant to the provisions of subsection 8100.3.D.(6) of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve 12 months additional time for SE-2023-PR-00004, to establish the use or commence construction, to July 23, 2027.

TIMING:
Board action is requested on September 29, 2026. The expiration date of the special exception was July 23, 2026.

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

The subject 2.29-acre property is located at 2754 and 2758 Chain Bridge Road, located on the north side of Chain Bridge Road (Route 123), to the west of its intersection with Oak Valley Drive (See locator map, Attachment 1). On January 23, 2024, the Board of Supervisors approved Special Exception SE-2023-PR-00004, subject to development conditions. (See Clerk's letter, Attachment 2). The application was filed in the name of Amir J. Filipour, Trustee and Sharon V. Filipour, Trustee, to permit a waiver of the minimum lot width requirement in the R-2 District from 100 feet to 12.5 feet for a

subdivision of the subject property into three residential lots. The SE was approved concurrently with Rezoning RZ-2023-PR-00002, to rezone the subject property from the R-1 District to the R-2 District, and to waive a side yard setback for an existing dwelling to that shown on the GDP/SE Plat.

SE-2023-PR-00004 was approved with a condition requiring that the use (lot width waiver) be established, as evidenced by the recordation of the County-approved subdivision plat in the County Land Records, within 30 months of the approval date unless the Board grants additional time. The Special Exception would have expired, without notice, on July 23, 2026. On June 24, 2026, the Department of Planning and Development (DPD) received a letter, from Hamid Matin, agent for the Applicant, requesting 12 months of additional time (See Attachment 3).

Mr. Matin states additional time is necessary to establish the use because the Applicant is experiencing unexpected delays in seeking to address plan review issues primarily related to stormwater management. The Applicant has demonstrated diligence in pursuit of the establishment of the SE, having submitted Subdivision Plan SD-2025-00010 to the County for review on July 30, 2025, and is working to address plan review comments, most recently received in May 2026. Mr. Matin is requesting an additional 12 months to allow sufficient time to obtain subdivision plan approval and record the subdivision plat, and allow the Applicant to fully establish the use.

Staff has reviewed SE-2023-PR-00004 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a lot width waiver within the R-2 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. Staff further notes that since this SE was approved concurrently with RZ-2023-PR-00002, which does not expire, expiration of the SE would create inconsistencies in the land use approvals for this property. The Comprehensive Plan recommendation for the property has not changed since approval of the SE. Finally, the conditions associated with the Board's approval of SE-2023-PR-00004 are still appropriate and remain in full force and effect. The applicant has demonstrated that they are pursuing establishment of the use in good faith. Staff believes that approval of the request for 12 months additional time is in the public interest and recommends that it be approved.

EQUITY IMPACT:
None.

Board Agenda Item
September 29, 2026

FISCAL IMPACT:
None.

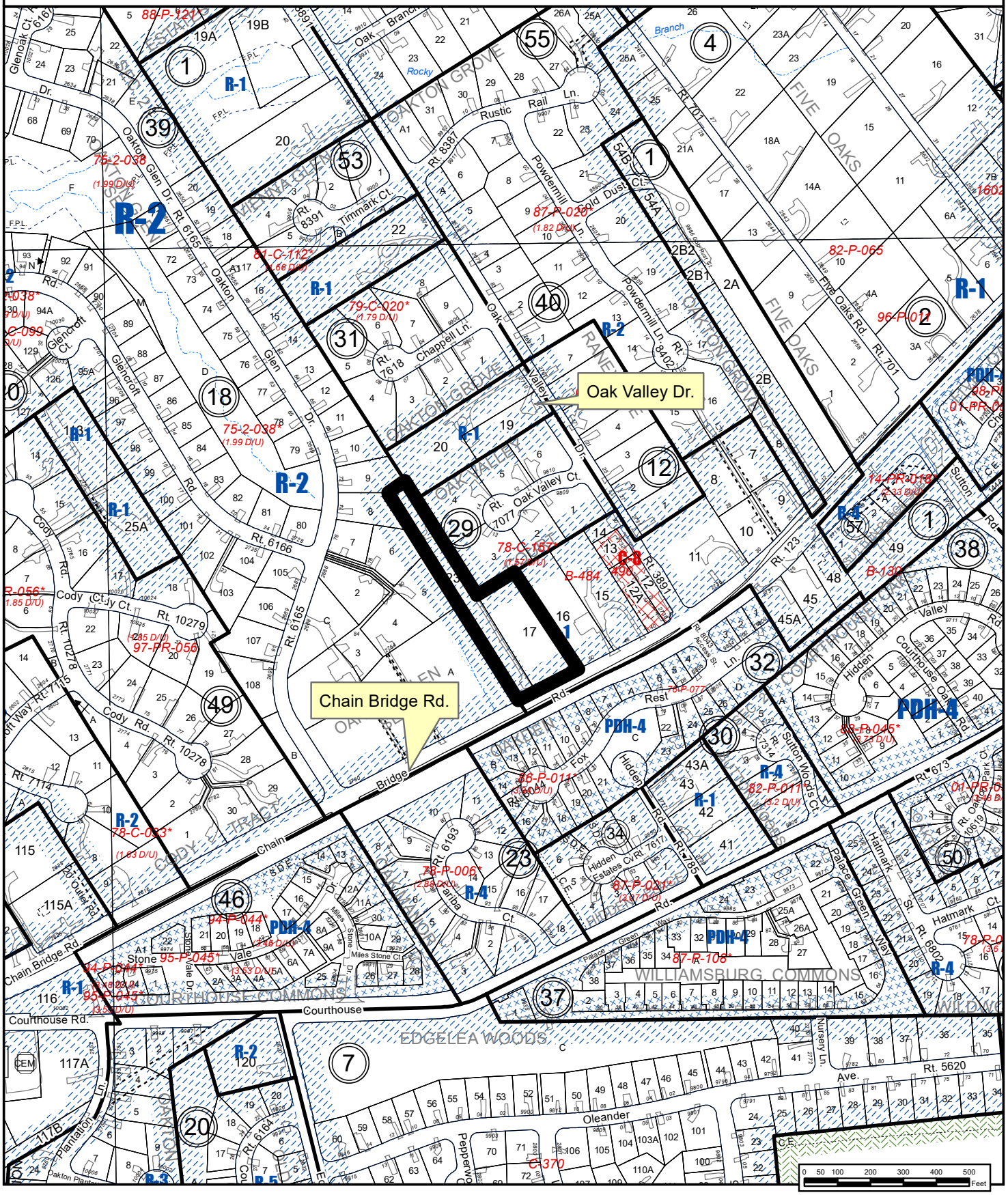
ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated February 1, 2024, to Michael D. Van Atta
Attachment 3: Letter Dated June 24, 2026, to Leslie Johnson

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

Rezoning Application
RZ-2023-PR-00002

Special Exception
SE-2023-PR-00004

Amir and Sharon Filipour



County of Fairfax, Virginia

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

February 1, 2024

Michael D. Van Atta
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons, VA 22102

RE: Rezoning and Special Exception Applications RZ 2023-PR-00002 and SE 2023-PR-00004 - Amir J. Filipour, Trustee and Sharon V. Filipour, Trustee Providence District

Dear Mr. Van Atta:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on January 23, 2024. The Board approved Rezoning Application RZ 2023-PR-00002, subject to the executed proffers dated January 3, 2024, as attached.

The Board also approved Special Exception Application SE 2023-PR-00004, subject to the development conditions dated January 4, 2024, as attached.

The Board also:

- Waived the side yard setback for the existing dwelling to that shown on the GDP/SE Plat

For additional information, please visit https://plus.fairfaxcounty.gov/CitizenAccess/ or contact the Zoning Evaluation Division at (703) 324-1290.

Sincerely,

Jill G. Cooper
Clerk for the Board of Supervisors

Department of Clerk Services
Clerk for the Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

Cc: Supervisor Dalia A. Palchik, Providence District
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration
David Pellegrino, Assistant Director, Real Estate Division, Dept. of Tax Administration
Suzanne Wright, Director, Zoning Evaluation Division, Dept. of Planning and Development
Drew Hushour, Deputy Zoning Administrator, Dept. of Planning and Development
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Chief, Site Analysis and Transportation Planning Division, FCDOT
Samantha Hudson, Park Planning Branch Manager, FCPA
Abdi Hamud, Program Administrator, DHCD/Design Development Division
Jessica Gillis, Coordinator, Facilities Planning, Fairfax County Public Schools
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

Attachments

APPROVED DEVELOPMENT CONDITIONS

SE-2023-PR-00004

January 4, 2024

The Board of Supervisors approved SE-2023-PR-00004, located at Tax Map 48-1 ((1)) 17 and 23, to waive the minimum lot width requirement pursuant to Subsection 5100.2.K(3) of the Fairfax County Zoning Ordinance and conditioned the approval by requiring conformance with the following development conditions.

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

2. This SE is granted only for the purpose(s), structure(s), and/or use(s) indicated on the SE Plat, as qualified by these development conditions.

3. Any plan submitted pursuant to this SE must be in substantial conformance with the approved SE Plat entitled "Filipour Property" prepared by VIKA Virginia, LLC, dated January 6, 2023, as revised through September 29, 2023, consisting of 14 sheets, and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Paragraph 4 of Section 9-004 of the Zoning Ordinance.

4. Pursuant to Subsection 8100.3 of the Zoning Ordinance, this Special Exception will automatically expire, without notice, thirty (30) months after the date of approval unless the use (lot width waiver) has been established by the recordation of the County approved plat which creates the new lots in the County land records, in conformance with this SE approval. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the Special Exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

This approval, contingent on the above noted conditions, does not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant is responsible for obtaining the required Residential Use Permit through established procedures, and this Special Exception is not valid until this has been accomplished. The approval of this Special Exception does not interfere with abrogate or amend any easements, covenants, or other agreements between parties, as they may apply to the property subject to this application.

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on January 23, 2024, the following ordinance was adopted:

AN ORDINANCE AMENDING THE ZONING ORDINANCE
REZONING APPLICATION RZ 2023-PR-00002
(CONCURRENT WITH SPECIAL EXCEPTION APPLICATION SE 2023-PR-00004)

WHEREAS, Amir J. Filipour, Trustee and Sharon V. Filipour, Trustee filed in the proper form an application requesting the zoning of a certain parcel of land herein after described, from the R-1 District to the R-2 District, and

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony, and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Providence District, and more particularly described as follows (see attached legal description):

Be and hereby is, zoned to the R-2 District and said property is subject to the use regulations of said R-2 District and further restricted by the conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are in addition to the Zoning Ordinance regulations applicable to said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this 23rd day of January, 2024.

Jill G. Cooper
Clerk for the Board of Supervisors

PROFESSIONAL DESIGN GROUP, INC.

ATTACHMENT 3

4124 Walney Road
Suite M
Chantilly, Virginia 20151
Metro 703.631.2344
703.378.2101
Fax 703.378.2102

June 24, 2026

Leslie Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5505

Re: Request for One-Year Extension of Time, Special Exception No. SE-2023-PR-00004

Dear Ms. Johnson:

On behalf of the applicant, we respectfully request an additional one-year extension of time for Special Exception No. SE-2023-PR-00004.

The need for this extension is due to delays that were beyond the applicant's control. Subdivision Plan Number SD-2025-00010 (Filipour Subdivision) was submitted on July 30, 2025. Although the plans were reviewed by a Designated Plan Reviewer and ESI, the Land Development Division and other review agencies raised numerous additional issues during the review process. Addressing these comments has required significant additional coordination, plan revisions, and technical review.

Several of the outstanding issues also stem from recent changes and evolving interpretations in Fairfax County and the Virginia Department of Environmental Quality stormwater management policies and regulations. These changes have affected the review and approval process and have required the design team to revisit certain stormwater management and land development matters that were previously understood to be addressed.

The applicant and design team have continued to work diligently, met with review staff, and have acted in good faith to resolve the comments and move the project forward. However, due to the additional review issues, regulatory changes, and the time required to coordinate acceptable revisions, additional time is necessary to complete the approval process and proceed with the project.

Accordingly, we respectfully request that Fairfax County grant a one-year extension of time for Special Exception No. SE-2023-PR-00004.

Thank you for your consideration of this request. Please feel free to contact me if you need any additional information or supporting documentation.

Sincerely,



Hamid Matin, P.E.

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Philip Road (Mason District)

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

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

- Two Speed Humps on Philip Road (Mason District)

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

TIMING:
Board action is requested on September 29, 2026, to allow the proposed measure(s) to be installed as soon as possible.

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

On August 4, 2026, FCDOT received verification from the Mason District Supervisor's office confirming community support for the Philip Road traffic calming plan.

Board Agenda Item
September 29, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $41,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Traffic Calming Resolution for Philip Road
Attachment 2: Traffic Calming Plan for Philip Road

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

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
PHILIP ROAD
MASON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 29, 2026, at which a quorum was present and voting, the following resolution was adopted:

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

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

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

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

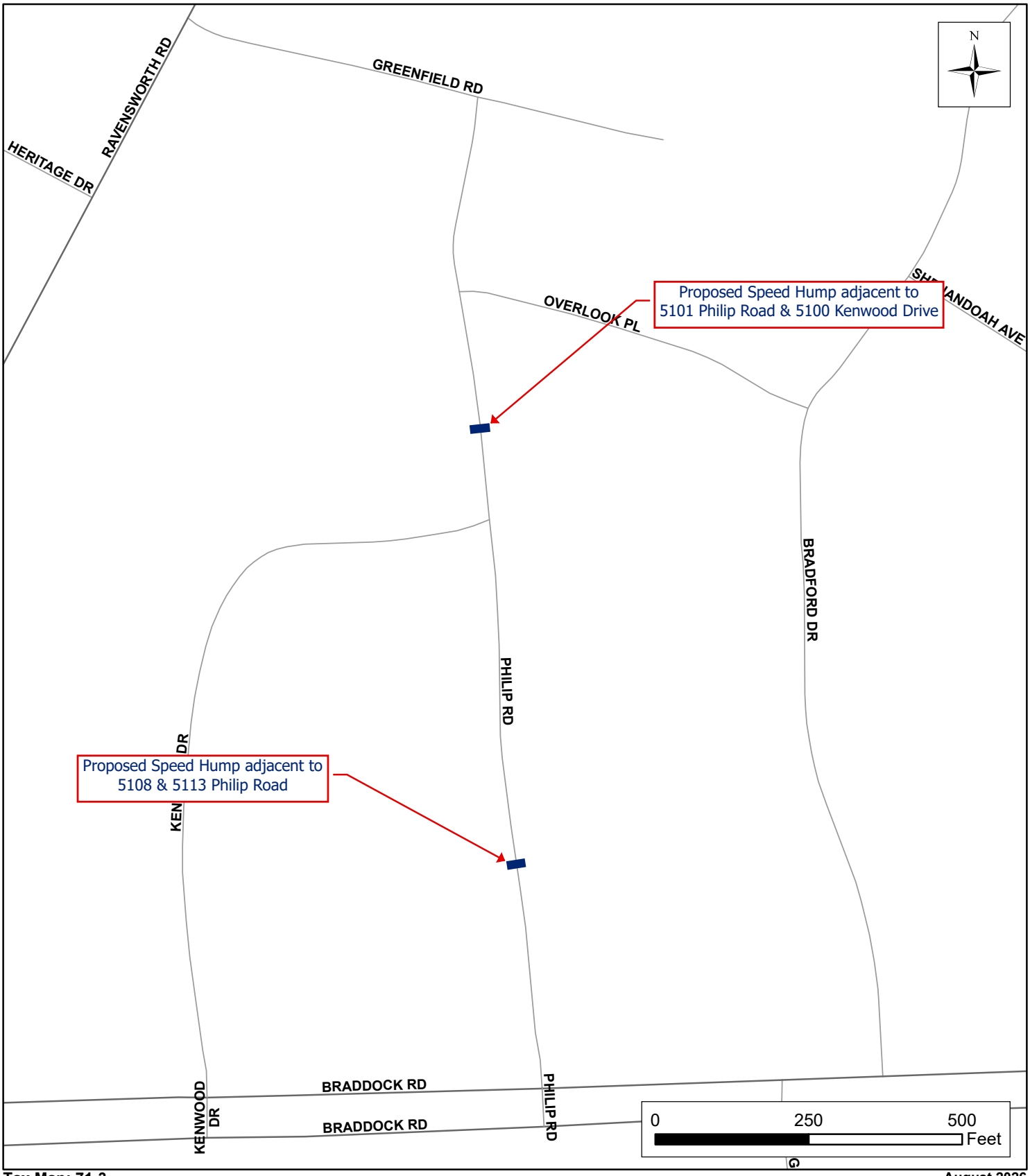
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 29th day of September, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 71-3

August 2026

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Philip Road
Mason District

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 4

Supplemental Appropriation Resolution AS 27079 for the Department of Neighborhood and Community Services to Accept Grant Funding from the Virginia Department for Aging and Rehabilitative Services to Pass Through Funding to the Washington Area Villages Exchange for Continuation of the Virginia Villages Aging Well in Community Pilot Project

ISSUE:
Board of Supervisors approval of Supplemental Appropriation Resolution AS 27079 for the Department of Neighborhood and Community Services (NCS) to accept grant funding totaling $400,000 from the Virginia Department for Aging and Rehabilitative Services (DARS). This funding was included in the 2026 Special Session I (FY 2027), Item 319 P., and is for the Washington Area Villages Exchange (WAVE); however, the state stipulated that the funding must pass through the County. Funding will support continued implementation of a pilot project to reduce the public health risk of social isolation among older Virginians. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 27079 to accept funding from DARS in the amount of $400,000, which will be passed through to the WAVE. No Local Cash Match is required, and no new grant positions are associated with this funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:
Board approval is requested on September 29, 2026.

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

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

The 2026 Special Session I (FY 2027) includes continuation funding for the WAVE pilot project to reduce social isolation among older Virginians by strengthening and growing existing Villages and fostering the development of new Villages with an emphasis on underserved areas. The funding is required to pass through the County. Funding of $400,000 was previously awarded and passed through by the County to WAVE in FY 2026 to support the initial implementation of the pilot project. The FY 2027 funding will allow WAVE to continue the pilot project, which will include the formation of planning groups, case studies, development of replicable and adaptive models for future Village growth, and an assessment and evaluation of the project. An amendment to the Memorandum of Understanding has been drafted between the County and WAVE (Attachment 2), which will be executed upon BOS approval of this request.

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

FISCAL IMPACT:
Funding in the amount of $400,000 from DARS is included in the Virginia Appropriations Act 2027 and is for the WAVE; however, the state stipulated that funding must pass through the County. No Local Cash Match is required. Recovery of indirect costs is not allowed. This action does not increase the expenditure level of the Federal-State grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2027.

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

ENCLOSED DOCUMENTS:
Attachment 1: Mandated Transfer of Funds Agreement
Attachment 2: Amendment No. 1 to the Memorandum of Understanding Between Fairfax County and the Washington Area Villages Exchange
Attachment 3: Supplemental Appropriation Resolution AS 27079

STAFF:
Jessica Werder, Deputy County Executive
Lloyd Tucker, Director, Department of Neighborhood and Community Services (NCS)
Chadwick Pressey, Deputy Director, NCS
Patricia Arriaza, Program Manager, NCS

Attachment 1

COMMONWEALTH OF VIRGINIA
DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES

DR. NEDRA MONCRIEF-CRAIG
Commissioner

5620 Cox Road
Glen Allen, VA 23060

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

Mandated Transfer of Funds Between:

The Virginia Department for Aging and Rehabilitative Services (DARS)

and

County of Fairfax

Purpose

In accordance with the 2027 Appropriation Act Item, Item 319 P., the Department for Aging and Rehabilitative Services (DARS) will transfer $400,000 to the County of Fairfax. These funds shall be used solely for the following purposes stated in Item 319 P.:

P. Out of this appropriation, $400,000 the first year shall be provided to the County of Fairfax to continue support to the Washington Area Villages Exchange for a pilot program to reduce the public health risk of social isolation among older Virginians by expanding the availability of Villages statewide. The Washington Area Villages Exchange shall report on the results of the pilot program to the Chairs of the House Appropriations and Senate Finance and Appropriations Committees by September 1, 2027.

Payment

Upon receipt of invoice, DARS will process a single lump sum payment in the amount of $400,000 based on the County of Fairfax's Cardinal account via electronic remittance. The invoice must be received no later than December 31, 2026. The payment will be processed in accordance with the Prompt Pay Act.

_____ _____

Dr. Nedra Moncrief-Craig, DARS Commissioner Date

_____ _____

(Name), (Position), (Entity) Date

Docusign Envelope ID: BA19F136-1797-86B2-81C2-315711DF7033

County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 1

Memorandum of Understanding
Between
Fairfax County
And
Washington Area Villages Exchange
For the
Virginia Villages: Aging Well in Community Pilot Project

By mutual agreement, the above referenced Memorandum of Understanding dated October 6, 2025 is amended to:

I. Extend the term by one year from June 30, 2026 to June 30, 2027.
II. Increase funding by $400,000 from $400,000 to $800,000.
III. Require submission of a report on the results of the Project to the Chairs of the House Appropriations and Senate Finance and Appropriations Committees by November 1, 2027.

As a result, the following changes are made:

1. B. PURPOSE AND SCOPE, Paragraph 1 is deleted and replaced in its entirety with:

   Fairfax County and WAVE are collaborating to comply with the provisions of the Appropriation Act Item 315 P (2025) and 319 2h (2026).

2. C. RESPONSIBILITIES, Paragraph 1 is deleted and replaced in its entirety with:

   Fairfax County will: Serve as fiscal conduit for the Project by transferring $800,000 in state appropriated funds to WAVE. $400,000 was transferred upon execution of the MOU and $400,000 is to be transferred upon execution of this amendment.

3. D. MISCELLANEOUS, Paragraph 1 is deleted and replaced in its entirety with:

   Term. The term of this MOU is from date of execution through June 30, 2027, and may be extended upon written mutual agreement.

Amendment 1
Page 2

4. SCOPE OF WORK:

a. The following is added to Task 4 Deliverables:

3. Number of new planning groups formed

Develop replicable and adaptive models for Village growth

4. Case studies documenting each group's formation process, challenges, and resolutions
5. Replicable, adaptable Village-growth models/blueprints for use by interested states, regions, and organizations
6. Shareable resources

b. The following is added to Task 5 Deliverables:

4. FY2026 summative assessment
5. Evaluation of FY2026 methodology and baseline data
6. Progress Report to the General Assembly by November 1, 2027

ACCEPTANCE:

Washington Area Villages Exchange	Fairfax County Government
Signature: DocuSigned by: Laila Riazi 188EF3F47B3C47C...	Signature: _____
Name: Laila Riazi	Name: Bryan J. Hill
Title: President, WAVE BOD	Title: County Executive
Date: 7/29/2026	Date: _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 27079

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 29, 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 2027, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7979, Department of Neighborhood and Community Services	
Grant:	1790065-2027, Washington Area Villages Exchange Virginia Villages Grant	$400,000

Reduce Appropriation to:

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

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

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 5

Supplemental Appropriation Resolution AS 27084 for the Department of Public Works and Environmental Services to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Request Included in the Consolidated Appropriations Act, 2024

ISSUE:
Board of Supervisors approval of Supplemental Appropriation Resolution AS 27084 for the Department of Public Works and Environmental Services (DPWES) to accept grant funding totaling $850,000 from the U.S. Department of Housing and Urban Development for funding received for the community project funding request included in the Consolidated Appropriations Act, 2024. This award was part of the County's community project funding requests coordinated through Government Relations and submitted to the County's Congressional offices. No Local Cash Match is required. DPWES received funding for the following project:

1. Fairfax County Trenchless Sewer Rehabilitation - $850,000
   DPWES will use the funds to renew 2.7 miles of aging publicly owned sewer pipes. The period of performance is August 13, 2024, through August 31, 2032.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 27084 from the U.S. Department of Housing and Urban Development in the amount of $850,000 supporting one DPWES project that was funded through the Consolidated Appropriations Act, 2024. No Local Cash Match is required.

TIMING:
Board approval is requested on September 29, 2026.

BACKGROUND:
As the Board may recall, the 117th Congress reinstated the practice of authorizing direct funding of specific projects, previously known as "earmarks" and now referred to as "community project funding requests" (CPFRs), after nearly a decade-long ban on the practice. The County developed a list of 14 CPFRs for submission to the County's

Congressional offices as part of the 118th Congress. The selected projects had to meet the following criteria:

- Projects had to be eligible for federal funding from accounts available for community funding projects.

- Projects had to be previously approved by the Board, required for the County to comply with federal or state mandates, or to carry out Board priorities; and

- Projects had to meet all federal requirements for individual funding accounts, including the amount of funding available, types of projects eligible, project readiness, and requirements for community support of projects.

The Consolidated Appropriations Act, 2024 was passed in March 2024 and included funding for 11 of the 14 County CPFR projects submitted for Congressional consideration. Each CPFR is being administered by the appropriate federal agency (with funding associated with Department of Transportation projects passed through the state), and each project requested by the County will be separately accounted for in Fund 50000, Federal-State Grant Fund. There is no set timeframe for when each federal agency will release the funding; however, as funding is released, a Board item will be submitted to formally appropriate the funding.

The U.S. Department of Housing and Urban Development, Office of Community Planning and Development, has released the funding for the following DPWES project.

1. Fairfax County Trenchless Sewer Rehabilitation - $850,000
   DPWES will use the funds to supplement Fairfax County's trenchless rehabilitation program and renew an additional 2.7 miles of aging infrastructure which are located in the Providence, Dranesville, Hunter Mill, Mason, Mount Vernon, Sully, and Braddock districts.

EQUITY IMPACT:
None. The trenchless sewer rehabilitation program offers economic and environmental advantages for all Fairfax County residents and businesses served by these pipes.

FISCAL IMPACT:
Funding in the amount of $850,000 from the U.S. Department of Housing and Urban Development has been received for one community funding project to DPWES, which was included in the Consolidated Appropriations Act, 2024. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant

Fund, as funds are held in reserve for unanticipated grant awards in FY 2027. This grant does allow the recovery of indirect costs; however, DPWES did not request the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project.

CREATION OF NEW POSITIONS:
There are no new grant positions associated with these awards.

ENCLOSED DOCUMENTS:
Attachment 1: Notice of Award: B-24-CP-VA-2198
Attachment 2: Supplemental Appropriation Resolution AS 27084

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Stormwater and Wastewater Programs, DPWES
Shwan Fatah, Director, Wastewater Collection Division, DPWES
Anna Neugebauer, Assistant Division Director Engineering, Wastewater Collection Division, DPWES

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fairfax County Government 12000 Government Center Pkwy,Fairfax, VA 22035	12. Assistance listing number and title: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous grants
2. Recipient's Unique Entity Identifier: W2ZUFMBDM378	13. Amount of federal funds obligated by this action: $850,000.00
3. Tax Identification Number: 540787833	14. Total amount of federal funds obligated: $850,000.00
4. Federal Award Identification Number (FAIN): B-24-CP-VA-2198	15. Total approved cost sharing (if applicable):
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $850,000.00
6. Period of performance start and end dates: 08/13/2024 - 08/31/2032	17. Budget approved by HUD: $850,000.00
7. Budget period start and end dates: 08/13/2024 - 08/31/2032	18. Fiscal year: FY 2024
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: FY 2024 Consolidated Appropriations Act
9. Indirect cost rate (per § 200.414):	20. Applicable appropriations act(s): FY 2024 Consolidated Appropriations Act
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): Not Applicable
11. Administering official name and contact information: Michael D Rose, CPD Field Office Director	22. Program regulations (if applicable): Not Applicable
23. Federal award description: • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Terms and Conditions outlined in Section B below, all of Recipient's required grant package documents, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt,

and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter*. Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) Michael D Rose CPD Field Office Director	Signature Michael D Rose	Date/ Federal Award Date 02/05/2026
For the Recipient (name and title of authorized official) Christopher Herrington Director of Department of Public Works and Environmental Services	Signature Christopher Herrington	Date 02/02/2026

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.251, Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

1. **Approved Budget.** The Grantee must use the Federal funds as provided by the Approved Budget to carry out the Grantee's "Project." The Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. The Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement.

2. **Project and Budget Changes**. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must follow HUD's instructions for amending the Project Narrative and/or Project Budget found in the applicable Community Project Funding Grant Guide. The Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer.

3. **Pre-Award Costs**. Funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that:

    a. The soft costs are covered by HUD's nationwide environmental review for CPF soft costs and are incurred on or after the enactment date of the respective Appropriation Act, or hard costs incurred on or after the enactment of the respective Appropriation Act have completed the required project-specific environmental review; and
    b. The costs would otherwise meet the allowability criteria in 2 CFR 200.403(a) through (g).

4. **Eminent Domain**. No Federal funds provided under this award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

5. **Restriction on Use of Funds for Computer Networks**. No Federal funds provided under this award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

6. **Environmental Review Requirements (24 CFR Part 50 or Part 58).** All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. The Grantee must comply with applicable environmental review requirements. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the Authority to Use Grant Funds (HUD-7015.16), as applicable, prior to taking any choice limiting action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National

Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.

7. **Section 3 Requirements (24 CFR Part 75).** The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year.

8. **Uniform Relocation Assistance and Real Property Acquisitions Policies Act**. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

9. **Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12).** Grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).

10. **Suspension and Debarment**. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

11. **Drug-Free Workplace**. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

12. **Trafficking in Persons**. The Grantee must comply with the award term in Appendix A of 2 CFR part 175, which is also included in the applicable Community Project Funding Grant Guide.

13. **Conflicts of Interest**. In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v of the "Conflict of Interest" section in the applicable Community Project Funding Grant Guide.

14. **Lead Based Paint Requirements**. If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, the Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

15. **Program Income Conditions**. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs

have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

16. **Prohibition Against Lobbying Activities**. Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87 apply to all CPF grantees except Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power. The Byrd Amendment and 24 CFR part 87 prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award.

17. **Drawdown Requirements**. CPF grant funds may be used to reimburse costs incurred during the performance period given in the grant agreement. The Grantee must expend all Grant Funds in accordance with the approved project narrative and budget attached with the grant agreement.

18. **Performance and Financial Reporting Requirements**. The Grantee must submit a performance and financial report on a semi-annual basis. Performance reports shall consist of a narrative of work accomplished during the reporting period. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://grants.gov/forms/forms-repository/post-award-reporting-forms). During the Period of Performance, the Grantee must submit these reports no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD. No drawdown of funds will be allowed while the Grantee has an overdue performance or financial report.

19. **Real and personal property reporting requirements**. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://grants.gov/forms/forms-repository/post-award-reporting-forms). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.312, and 200.314.

20. **Project Closeout**. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in the Project Narrative and Budget attached to the Grant Agreement. HUD will then send the Closeout Agreement to the Grantee. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on site inspection of property acquired or improved with grant funds. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the Grant closeout agreement, as well as the final financial, performance and property reports.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

NARRATIVE

This funding will supplement Fairfax County's trenchless rehabilitation program of publicly owned sewer pipes and will allow renewal of an additional 2.5 miles of aging infrastructure. Fairfax County rehabilitates 20 miles of pipes on average each fiscal year. Fairfax County's sanitary sewer system, encompassing approximately 3,300 miles of pipes, was primarily constructed between the 1960s and 1990s. Proactive maintenance and rehabilitation efforts are essential to ensure the continued functionality of this critical infrastructure. These efforts aim to minimize infiltration/inflow of stormwater, prevent sewer overflows, and mitigate the risk of basement backups. The trenchless sewer rehabilitation program offers economic and environmental advantages for Fairfax County residents and businesses. Compared to traditional methods involving excavation and pipe replacement, this approach presents a more cost-effective solution for infrastructure renewal. This cost-efficiency allows for the rehabilitation of a greater extent of the sewer system while mitigating sewer rate increases. Trenchless pipe rehabilitation process extends the life of sanitary sewers without disruption to surrounding homes, businesses, and the environment. Relined pipes result in reduced inflow and infiltration, decreasing the volume of wastewater to be treated and eliminating the need for larger infrastructure. Relined pipes reduce the likelihood of failure, sanitary sewer overflows and private property backups, protecting human health and the environment.

Funding will supplement allocated funds for trenchless sewer rehabilitation program for County's sewers and will allow for additional 2.5 miles of aging infrastructure renewal. County currently rehabilitates 20 miles annually on average and additional 50% increase of production will help to keep up with infrastructure aging rate. Trenchless relining requires no digging and is completed in one day, this greatly benefits the environment and the community.

Project Address : Locations for projects are throughout the County (spread over 400 square miles). VA Districts 8, 10, and 11.

This funding will supplement Fairfax County's trenchless rehabilitation program of publicly owned sewer pipes and will allow renewal of an additional 2.5 miles of aging infrastructure. Fairfax County rehabilitates 20 miles of pipes on average each fiscal year. These efforts aim to minimize infiltration/inflow of stormwater, prevent sewer overflows, and mitigate the risk of basement backups. The trenchless sewer rehabilitation program offers economic and environmental advantages for Fairfax County residents and businesses. Compared to traditional methods involving excavation and pipe replacement, this approach presents a more cost-effective solution for infrastructure renewal. This cost-efficiency allows for the rehabilitation of a greater extent of the sewer system while mitigating sewer rate increases. Work is performed by contractors and is compensated in accordance to negotiated unit cost per LF pipe rehabilitated. Approximately 90% of the cost is for material, and 10% for labor of contractor's personnel.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$850,000.00
Applicant Estimated Funding	$.00
State Estimated Funding	$.00
Local Estimated Funding	$.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.00
Total	$850,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Rehabilitation	$850,000.00
Total	$850,000.00

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 27084

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 29, 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 2027, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G2523, Wastewater Collection	
Grant:	1250003-2024, Trenchless Sewer Rehabilitation FY 2024 CPF Grant	$850,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$850,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Housing and Urban Development, $850,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing to Sell Easement Rights in Board of Supervisor Owned Property at Wolf Trap Fire Station to Castleton, L.C. (Dranesville District)

ISSUE:
Authorization of the Board of Supervisors to advertise a public hearing regarding the sale of sanitary sewer and water line easement rights at Wolf Trap Fire Station located at 1315 Beulah Road to Castleton, L.C.

RECOMMENDATION:
The County Executive recommends that the Board authorize a public hearing regarding the proposed sale of easement rights to Castleton, L.C.

TIMING:
Board action is requested on September 29, 2026, to provide sufficient time to advertise the proposed public hearing on October 27, 2026, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of an 11.5-acre parcel in the Dranesville District located at 1315 Beulah Road and identified by Tax Map Parcel 0193 01 0020 (Station Property). The Station Property contains Wolf Trap Fire Station No. 42, a 14,600 square foot building with four drive-thru bays, as well as about nine acres of open space. Leesburg Pike lies to the north of the Station Property, the Wolf Trap Nursery is situated to the east, and the Maymont and A Country Place neighborhoods reside to the west and south, respectively.

Castleton, L.C. d/b/a Sekas Homes (Sekas) purchased the Wolf Trap Nursery property (Nursery Property) with plans to redevelop the site into a residential community called Castleton Hills. Sekas submitted rezoning application RZ/FDP-2025-DR-00021 to the Department of Planning and Development to secure County approval for the construction of thirteen single family homes on the Nursery Property. One of the issues that arose during the discussions between Sekas and County staff about the development proposal was the location of the sanitary sewer and water lines that would serve the new subdivision. After consultation with the Fire Department, the Fairfax County Water Authority, the Department of Public Works and Environmental Services

and the A Country Place community, it was determined that the route that would have the least impact on the fire station and the surrounding communities would go through the center of the Station Property.

The sanitary sewer line will connect to the sewer main under Beulah Road and will traverse the Station Property mostly in a west-east direction to the Nursery Property. The waterline will link to a water main coming off the station parking lot and will parallel the sewer line to the property line. The water and sewer lines should be at a depth of twelve feet in the eastern half of the Station Property, which will provide more than adequate clearance for roads to be constructed on top of the easement areas should the County decide to develop the open space on the County parcel.

To install this utility infrastructure, Sekas needs the County to convey to Sekas a sanitary sewer easement of 9,165 square feet, a waterline easement of 4,694 square feet and a temporary construction easement of 34,691 square feet (Easements). Sekas is offering $60,645 in compensation for the Board's grant of the Easements.

Construction of the utility lines should take two months and will not interfere with operations at the fire station. A total of nine major trees will be removed. Sekas has pledged per a proffer associated with the rezoning to provide the County with $10,000 to the County's Tree Preservation and Planting Fund that could be used to offset the tree loss.

Because Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may dispose of any real property for commercial purposes, staff recommends that the Board authorize staff to advertise a public hearing to review the conveyance of the Easements to Sekas.

EQUITY IMPACT:
The grant of the Easements in support of the Castleton Hills community aligns with focus area 2, which tasks County agencies with assisting in the provision of a full spectrum of housing opportunities across the County.

FISCAL IMPACT:
Sekas' payment of $60,645 will be deposited in the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Maps

Board Agenda Item
September 29, 2026

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Thomas Arnold, Deputy County Executive
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

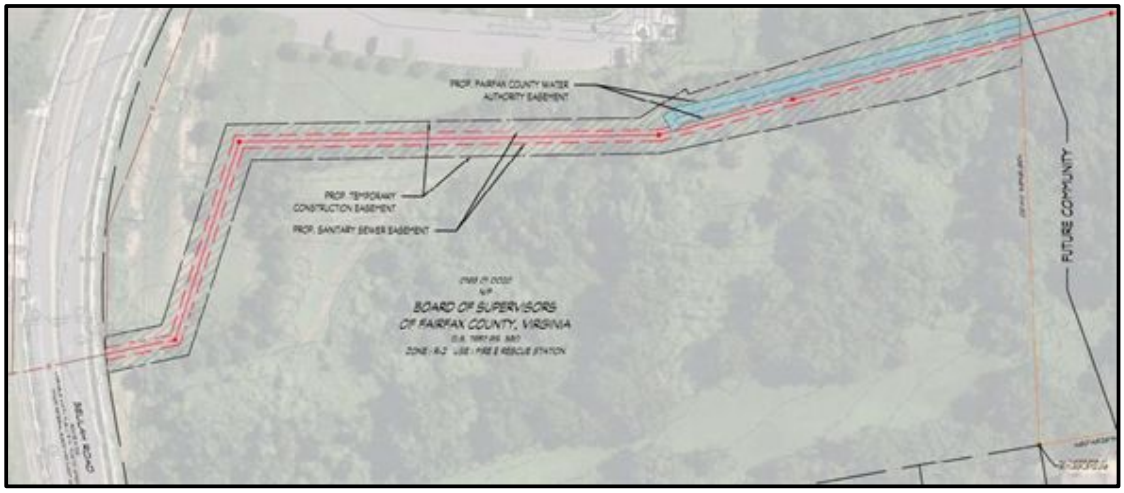
ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1

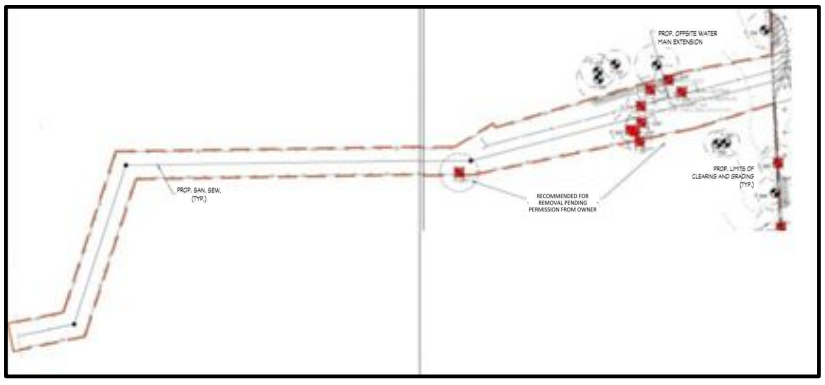
Location Map



Alignment of Easements



Location of Tree Removals (Red X's)



Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Richmond Highway Bus Rapid Transit Project 2G40-162-000 (Franconia and Mount Vernon Districts)

ISSUE:
Board of Supervisors (Board) authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-162-000, Richmond Highway Bus Rapid Transit (RHBRT) in Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for October 27, 2026, at 4:00 p.m.

TIMING:
Board action is requested on September 29, 2026, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

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

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

Parcels have been split into multiple groups to align the acquisition of land rights and associated improvements with the utility relocation and construction phasing schedule. Of the first several groups, acquisitions have been completed on approximately 107 tax parcels. As negotiations and settlements are ongoing, tallies may change. Of the remaining 41 parcels to be included as part of this hearing, 25 are zoned commercial and 16 are zoned residential. This grouping of properties must be acquired to allow utility relocation to proceed as scheduled.

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

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

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

LAD's project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. This approach ensures that all property owners are treated equitably, regardless of demographic characteristics, ownership history, or their capacity to negotiate. LAD staff

engage property owners in their preferred method of communication and at times that are agreeable to the owner.

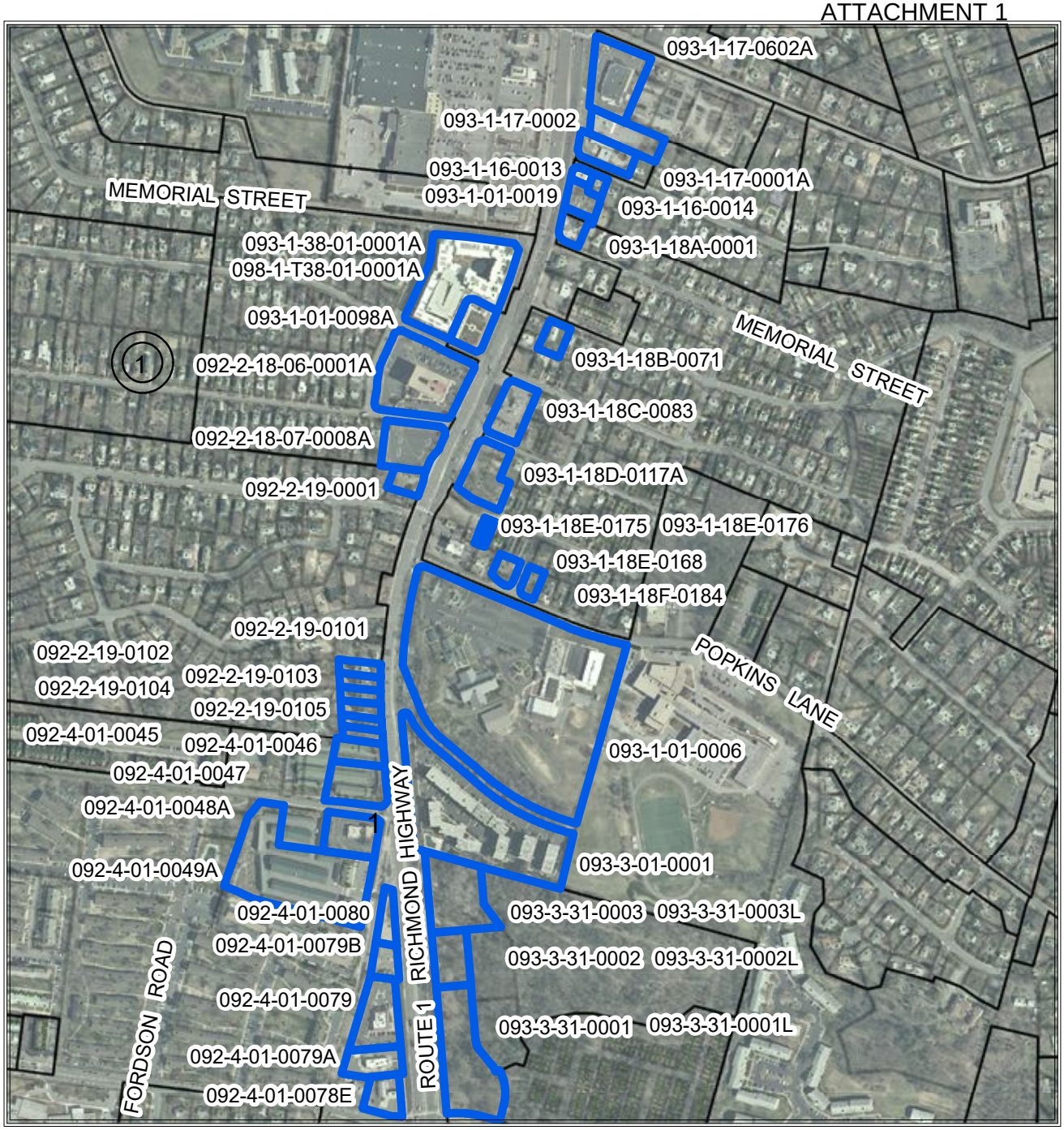
As a result of the project design, ensured by the process used to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:
Funding is available in Project 2G40-162-000, Richmond Highway Bus Rapid Transit (RHBRT) in Fund 40010, County and Regional Transportation Projects. It should be noted that other grant funding may be used to fund these acquisitions, if available. This project is included in the FY 2027 – FY 2031 Adopted Capital Improvement Program (with future Fiscal Years to FY 2036). No additional funding is being requested from the Board.

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

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

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



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BRT - RICHMOND HIGHWAY
RAPID BUS TRANSIT
MAP 1

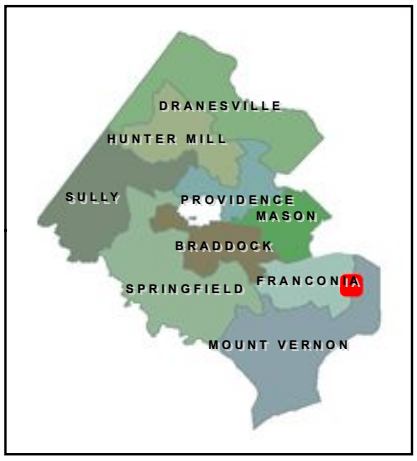
Project 2G40-162-000

Tax Map:092-2, 092-4
093-1, 093-3

Mount Vernon / Franconia District

Affected Properties:

0 5 10 20
Miles



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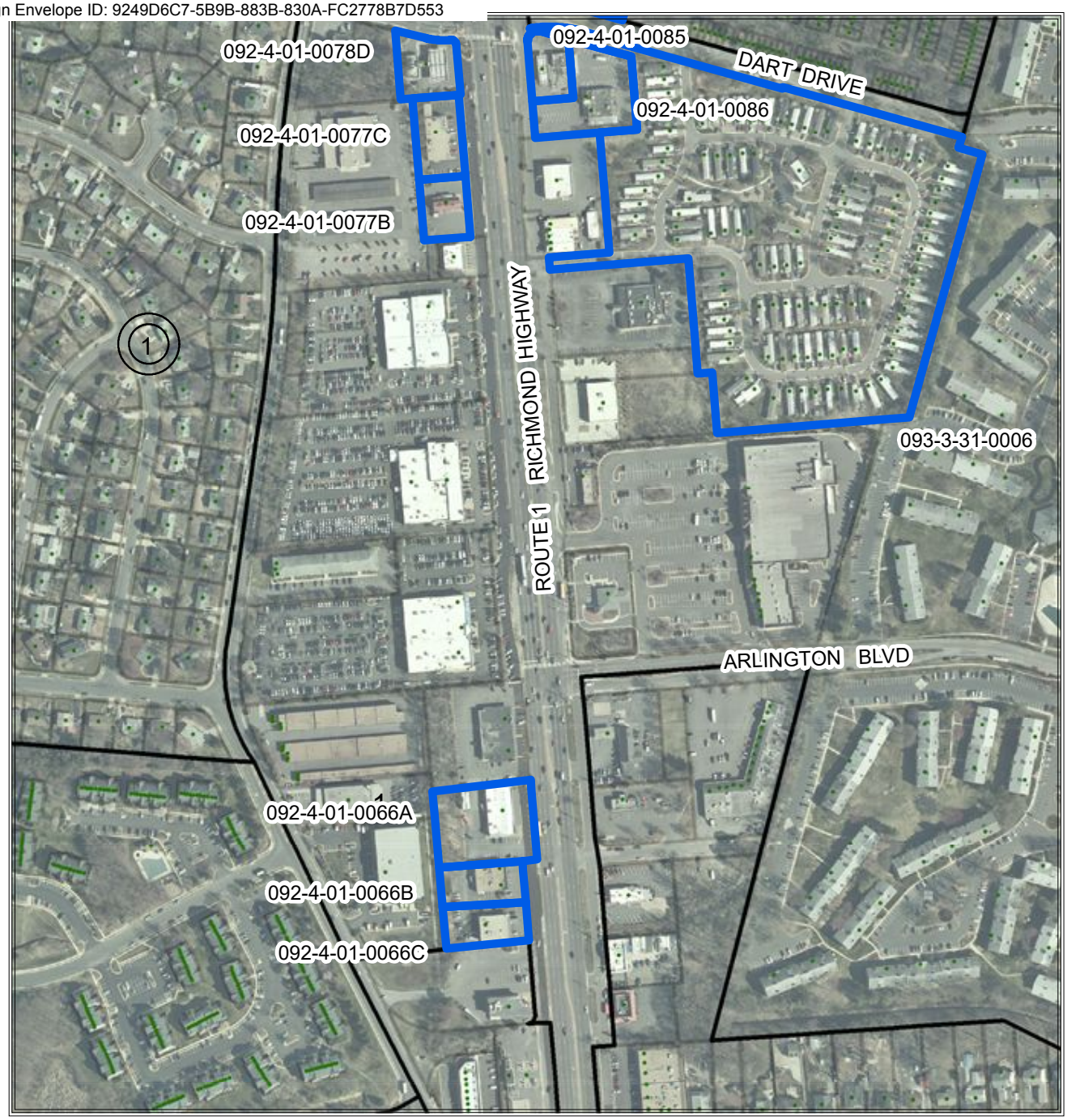


BRT - RICHMOND HIGHWAY
RAPID BUS TRANSIT
MAP 2

Project 2G40-162-000

Tax Map:092-4 **Mount Vernon / Franconia District**

Affected Properties:

0 0.04 0.08 0.16 Miles



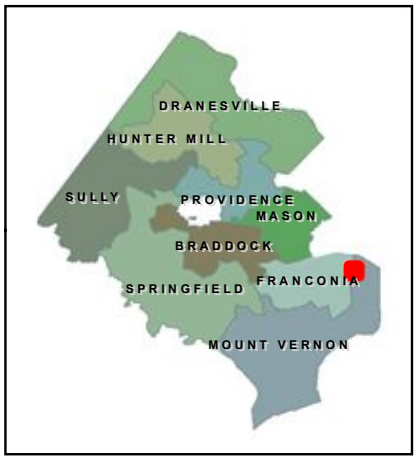


BRT - RICHMOND HIGHWAY
RAPID BUS TRANSIT
MAP 3
Project 2G40-162-000

Tax Map: 083-3 **Franconia District**

Affected Properties:

0 5 10 20
Miles



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Attachment 2

LISTING OF AFFECTED PROPERTIES
Project 2G40-162-000 Richmond Highway Bus Rapid Transit (RHBRT)
(Franconia and Mount Vernon Districts)

PROPERTY OWNERS

1. Michael F. Burbidge Bishop of the Catholic Diocese of Arlington, Virginia as per succession — 0931-01-0006

   Address:
   2901 Popkins Lane
   Alexandria, VA 22306

2. 2923 East Lee Avenue, LLC — 0931-18D-0117A

   Address:
   2923 East Lee Avenue
   Alexandria, VA 22306

3. BOKA Investment Group, LLC — 0931-18C-0083

   Address:
   6911 Richmond Highway
   Alexandria, VA 22306

4. Jung Ja Kim, Trustee of Hong Ki & Jung Ja Kim Family Revocable Living Trust of 2014, And Juliana Brandt Kim, Aaron Pak, and Noah Pak — 0931-18A-0001

   Address:
   6817 Richmond Highway
   Alexandria, VA 22306

5. Sean Vermillion and Helen Vermillion — 0931-01-0019, 0931-16-0013

   Address:
   6809 Richmond Highway
   6801 Richmond Highway
   Alexandria, VA 22306

6. White Horse Alexandria, LLC — 0931-17-0001A

   Address:
   6737 Richmond Highway
   Alexandria, VA 22306

7. Donald E. Smolinski and Mary R. Smolinski Address: 6733 Richmond Highway Alexandria, VA 22306	0931-17-0002
8. Toby's Northern Virginia, LLC Address: 6717 Richmond Highway Alexandria, VA 22306	0931-17-0602A
9. FRG Beacon Groveton, LLC Address: 6850 Richmond Highway Alexandria, VA 22306	0931-38-01-0001A 0931-T38-01-0001A
10. NFP Affordable Housing Corp. Address: 6858 Richmond Highway Alexandria, VA 22306	0931-01-0098A
11. 6910 Richmond Eat, LLC Address: 6910 Richmond Highway 3091 Clayborne Avenue Alexandria, VA 22306	0922-18-06-0001A 0922-18-07-0008A
12. Jimmie K. Walker and Margie L. Walker, Trustees Under the Walker Family Trust Dated June 14, 2006 Address: 6950 Richmond Highway Alexandria, VA 22306	0922-19-0001
13. Brent S. Maas and Melissa U. Maas Address: 3107 Spring Drive Alexandria, VA 22306	0922-19-0101

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14. Stephen Raab and Catherine Puma Address: 3105 Spring Drive Alexandria, VA 22306	0922-19-0102
15. Franklin Olumijii Moore and Felicia Fay Brim Moore Address: 3103 Spring Drive Alexandria, VA 22306	0922-19-0103
16. Najibullah Ahmad Address: 3003 Preston Avenue 3001 Preston Avenue Alexandria, VA 22306	0931-18E-0175 0931-18E-0176
17. Ty Jackson and Tanya Jackson Address: 3006 Popkins Lane Alexandria, VA 22306	0931-18E-0168
18. Tomas Arturo Umana Iglesias, Celia Rubidia Marquez Hernandez and Thomas Umana-Marquez Address: 2920 Popkins Lane Alexandria, VA 22306	0931-18F-0184
19. Hassan Hamedani Address: 2921 East Side Drive Alexandria, VA 22306	0931-18B-0071
20. Sean Vermillion and Helen Vermillion Address: 2817 Schooley Drive Alexandria, VA 22306	0931-16-0014

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21. White's General Partnership	0924-01-0086
Address: 7305 Richmond Highway Alexandria, VA 22306	
22. PMIG 1008, LLC	0924-01-0085
Address: 7303 Richmond Highway Alexandria, VA 22306	
23. Fairfax County Redevelopment and Housing Authority The Residences at North Hill 2, LLC The Residences at North Hill Bond 47, LLC The Residences at North Hill Bond 94, LLC	0933-31-0003 0933-31-0003L 0933-31-0002 0933-31-0002L 0933-31-0001 0933-31-0001L
Address: 7250 Nightingale Hill Lane Alexandria, VA 22306	
24. Cherry Arms, LLC	0933-01-0001
Address: 7131 Richmond Highway Alexandria, VA 22306	
25. Uzzal Barua, Purni Barua, and Nupur Barua	0922-19-0104
Address: 3101 Spring Drive Alexandria, VA 22306	
26. Samoil Petreski	0922-19-0105
Address: 3099 Spring Drive Alexandria, VA 22306	
27. Samoil Petreski	0924-01-0045
Address: N/A Alexandria, VA 22306	

28. Holly Owner, LLC — 0924-01-0046, 0924-01-0047

    Address:
    7110 Richmond Highway
    7116 Richmond Highway
    Alexandria, VA 22306

29. Trustees of Alexandria Lodge No. 758, Benevolent and Protective Order of Elks — 0924-01-0048A

    Address:
    7120 Richmond Highway
    Alexandria, VA 22306

30. Shurgard Storage Centers Inc
    n/k/a PS Southeast One, LLC — 0924-01-0049A

    Address:
    7208 Fordson Road
    Alexandria, VA 22306

31. Shreejee, Inc. — 0924-01-0080

    Address:
    Richmond Highway
    Alexandria, VA 22306

32. Elizabeth Kazanjian, Trustee,
    Kevork Kazanjian, Trustee,
    Elizabeth Kazanjian Living Trust — 0924-01-0079B

    Address:
    7210 Richmond Highway
    Alexandria, VA 22306

33. Commercial Net Lease Realty LP
    n/k/a National Retail Properties, LP — 0924-01-0079

    Address:
    7214 Richmond Highway
    Alexandria, VA 22306

34. Third CEW Properties, Inc. 0924-01-0079A

    Address:
    7230 Richmond Highway
    Alexandria, VA 22306

35. Sunoco, LLC 0924-01-0078E

    Address:
    7302 Richmond Highway
    Alexandria, VA 22306

36. Virginia CVS Pharmacy, LLC 0924-01-0078D

    Address:
    7312 Richmond Highway
    Alexandria, VA 22306

37. All Star Management Inc. 0924-01-0077C

    Address:
    7320 Richmond Highway
    Alexandria, VA 22306

38. DJM Richmond LLC 0924-01-0077B

    Address:
    7324 Richmond Highway
    Alexandria, VA 22306

39. Kenyon Oil Co, Inc. 0833-01-0023A
    n/k/a Drake Petroleum Company, Inc.

    Address:
    6239 Richmond Highway
    Alexandria, VA 22306

40. Fairfax County Redevelopment and Housing Authority 0933-31-0006

    Address:
    2975 Camellia Drive
    Alexandria, VA 22306

Docusign Envelope ID: 9249D6C7-5B9B-883B-830A-FC2778B7D553

41. Lenco Realty Co., Inc. Address: 7508 Richmond Highway 7516 Richmond Highway 7520 Richmond Highway Alexandria, VA 22306	0924-01-0066A 0924-01-0066B 0924-01-0066C

Docusign Envelope ID: 9249D6C7-5B9B-883B-830A-FC2778B7D553

Attachment 3

NOTICE OF PUBLIC HEARING

A public hearing will be held commencing at 4:00 p.m., on Tuesday, October 27, 2026, in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on the acquisition of certain land rights necessary for the construction of Project 2G40-162-000, Richmond Highway Bus Rapid Transit (RHBRT) (Franconia and Mount Vernon Districts).

This project consists of widening of State Route 1 – Richmond Highway to allow for the construction of dedicated bus lanes and an additional vehicular travel lane in each direction, along with active transportation improvements that include connectivity improvements and bicycle and pedestrian facilities with the installation of ADA-compliant ramps. The project will take place approximately from the Huntington Metrorail Station along North Kings Highway connecting to Route 1 Richmond Highway approximately from Quander Road south to Sherwood Hall Lane. Properties affected by this phase of the project are located along East Lee Avenue, Clayborne Ave, Popkins Lane, Preston Ave, Spring Drive, Schooley Drive, Fordson Road, Camellia Drive, East Side Drive, Nightingale Hill Lane and Richmond Highway. Acquisitions, in whole or in part, will need to take place on properties including Tax Map Nos 0931-01-0006, 0931-18D-0117A, 0931-18C-0083, 0931-18A-0001, 0931-01-0019, 0931-16-0013, 0931-17-0001A, 0931-17-0002, 0931-17-0602A, 0931-38-01-0001A, 0931-T38-01-0001A, 0931-01-0098A, 0922-18-06-0001A, 0922-18-07-0008A, 0922-19-0001, 0922-19-0101, 0922-19-0102, 0922-19-0103, 0931-18E-0175, 0931-18E-0176, 0931-18E-0168, 0931-18F-0184, 0931-18B-0071, 0931-16-0014, 0924-01-0086, 0924-01-0085, 0933-31-0003,

0933-31-0003L, 0933-31-0002, 0933-31-0002L, 0933-31-0001, 0933-31-0001L, 0933-01-0001, 0922-19-0104, 0922-19-0105, 0924-01-0045, 0924-01-0046, 0924-01-0047, 0924-01-0048A, 0924-01-0049A, 0924-01-0080, 0924-01-0079B, 0924-01-0079, 0924-01-0079A, 0924-01-0078E, 0924-01-0078D, 0924-01-0077C, 0924-01-0077B, 0833-01-0023A, 0933-31-0006, 0924-01-0066A, 0924-01-0066B, 0924-01-0066C. Plans and plats describing the work proposed to be done and the property interests to be acquired for this project are on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia 22035. Any person desiring to speak at the public hearing may call the Clerk to the Board at 703-324-3151 or may appear and be heard.

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 8

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Accessory Living Units

ISSUE:
The proposed Zoning Ordinance amendment revises the permissions and standards for accessory living units (ALUs) to streamline the process, remove unnecessary requirements, add flexibility, and make other organizational and editorial revisions.

RECOMMENDATION:
The County Executive recommends the authorization of the proposed Zoning Ordinance amendment by adopting the Resolution set forth in Attachment 1.

TIMING:
Board action is requested on September 29, 2026, to provide sufficient time to advertise the proposed Planning Commission public hearing on October 29, 2026, at 7:30 p.m., and the proposed Board of Supervisors public hearing on November 17, 2026, at 4:30 p.m.

BACKGROUND:
The amendment proposes to update the ALU regulations. The amendment proposes to streamline the process, remove unnecessary requirements, update the standards to align more closely with those of surrounding jurisdictions, and allow more lots to have a detached ALU. Among other changes, staff recommends the Board consider the following:

- Remove the zoning administrative permit requirement for by-right approvals. Building permits will still be required in many instances.
- Remove the renewal and recordation requirements for both by-right and special permit approvals.
- Revise the two-acre minimum lot size and special permit requirement for a detached ALU by allowing a detached ALU by right on a lot that is a minimum of 36,000 square feet in size and with special permit approval on a smaller lot.
- Apply the general standards for freestanding accessory structures to detached ALUs. These include location and setback standards. For lots that are less than 36,000 square feet in size, there is also a 20-foot height limit, and a maximum cumulative square footage. For lots that are 36,000 square feet or larger, the

amendment would require a detached ALU to be subordinate to the principal dwelling and have a maximum height of 35 feet.
- Revise the maximum size requirement for both an interior and detached ALU to be 1,200 square feet or 40% of the principal dwelling.
- Remove the owner occupancy requirement.
- Increase maximum occupancy of an ALU to three people.
- Remove the additional parking space requirement.
- Remove standards that are addressed by other codes and procedures.
- Clarify the definition and other use-specific standards.

For some provisions, the amendment includes alternative options for consideration. Retaining the current standards is an option as well.

A more detailed discussion of these and other proposed changes is contained in the Staff Report (Attachment 2).

EQUITY IMPACT:
This Zoning Ordinance amendment relates to One Fairfax Policy Area of Focus 2, which supports 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, and Area of Focus 11, which encourages a quality built and natural environment that supports a high quality of life for all people. The proposed amendment would regulate ALUs Countywide and establish new permissions and standards to provide additional flexibility for residents to establish an ALU. One of the proposed changes that advances equity is to reduce the minimum lot size required for a detached ALU. In addition, the One Fairfax policy encourages expansive community engagement to ensure that all people are heard and considered. Community meetings were broadly advertised and held to obtain public input on the proposed amendment as described in the Staff Report, and other engagement tools included a community survey and a toolkit.

REGULATORY IMPACT:
The proposed amendment revises the permissions and standards for ALUs to make them easier to establish. As listed above, changes include, but are not limited to, removing the zoning administrative permit, allowing a detached ALU on a lot that is a minimum of 36,000 square feet by right, allowing a detached ALU on a smaller lot to be approved by special permit, and revising the maximum size and occupancy regulations for an ALU. The proposed amendment text also includes options for the Board's consideration, including whether to allow an ALU in a single-family attached dwelling.

FISCAL IMPACT:
The amendment would remove the zoning administrative permit requirement, which currently has a fee of $285 and a renewal fee (initial renewal required in two years and subsequent renewals every five years) of $75. Based on data over the past five years, approximately 70 administrative permit applications are submitted per year (including all application statuses), yielding annual revenue of about $19,950, plus limited additional revenue received from applications renewed every two to five years. Department of Planning and Development revenue from zoning fees exceeds $2.9 million annually; staff feels the increased efficiencies and reduced regulatory barriers to residents outweigh the minor reduction to General Fund revenue as a result of this amendment.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution
Attachment 2 – Staff Report

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Andrew Hushour, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Carmen Bishop, Deputy Zoning Administrator, DPD
Casey Judge, Deputy Zoning Administrator, DPD

ASSIGNED COUNSEL:
Laura S. Gori, Deputy County Attorney
Kristen M. Kanaskie, Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, on September 29, 2026, at which meeting a quorum was present, the following resolution was adopted:

WHEREAS, accessory living units are an accessory use that are currently allowed in conjunction with a single-family detached dwelling in accordance with standards updated with the rewrite of the Zoning Ordinance adopted in 2021 and readopted in 2023; and

WHEREAS, based on the experience of implementing the current regulations and other research, consideration of additional updates of the accessory living unit regulations is appropriate; and

WHEREAS, the amendment would add flexibility, streamline the process, and remove unnecessary requirements for accessory living units; and

WHEREAS, among other changes, the amendment would remove the zoning administrative permit, renewal (and associated fee), recordation, owner-occupancy, and parking requirements; and

WHEREAS, the amendment would revise the minimum lot size requirements for detached accessory living units; and

WHEREAS, the amendment would revise the maximum size for an accessory living unit; and

WHEREAS, the amendment would provide revisions and clarifications to the definition and use-specific standards for an accessory living unit; and

WHEREAS, it is desirable to make other organizational and editorial revisions to the accessory living unit regulations; and

WHEREAS, review of current accessory living unit regulations is included as a First-Tier item on the approved Zoning Ordinance Work Program; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to the Zoning Ordinance.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

FAIRFAX COUNTY

PROPOSED ZONING ORDINANCE AMENDMENT

STAFF REPORT
Accessory Living Units

September 29, 2026

Hearing Dates
Planning Commission: October 29, 2026 @ 7:30 p.m.
Board of Supervisors: November 17, 2026 @ 4:30 p.m.

Staff Contact
Casey Judge, Deputy Zoning Administrator
Carmen Bishop, AICP, Deputy Zoning Administrator

Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 48 hours advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

PLANNING & DEVELOPMENT

Department of Planning and Development
Zoning Administration Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5507
Phone 703-324-1314
Fax 703-803-6372

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BACKGROUND

An accessory living unit (ALU) is a secondary dwelling unit established in conjunction with and clearly subordinate to a single-family detached dwelling unit. These living spaces include areas for eating, cooking, sleeping, living, and sanitation, and the space is occupied as a residence. ALU regulations were last updated in 2021 as part of the Zoning Ordinance Modernization project, and since that time, 230 administrative permits (APs) and 28 special permits (SPs) have been approved. Reports on the implementation of the new regulations were prepared in January 2023 and April 2024, and found that implementation has generally been smooth and in line with expected results; however, several potential amendment topics were identified.[1] Based on those reports, the amendment of the ALU regulations was included on the Zoning Ordinance Work Program as a first-tier topic to consider changes and clarifications, including standards for determining whether an ALU is attached or detached, the permitted unit size, the acreage requirement for detached ALUs, parking requirements, permit renewal and recordation, and other use-specific standards.

Current Regulations

Interior and detached ALUs are allowed on a lot with a single-family detached dwelling. Interior ALUs are allowed with approval of an AP (or an SP to modify certain standards), and detached ALUs are allowed on lots containing at least two acres with SP approval. Among other regulations included in subsection 4102.7.B of the Zoning Ordinance, all ALUs are limited to a maximum of two bedrooms and two people, and either the ALU or the principal dwelling unit must be owner-occupied.

An interior ALU is a defined area within the principal dwelling, which may be located in the basement or another part of an existing dwelling or a proposed addition. Administrative approval of an interior ALU requires compliance with a number of standards, including but not limited to:

- The ALU must be wholly contained within the structure of a dwelling with direct access through a finished, temperature controlled, and fully enclosed interior space;

[1] January 2023 and April 2024 reports are available under Related Resources on the amendment webpage: https://www.fairfaxcounty.gov/planning-development/zoning-ordinance/amendments/accessory-living-units

- Any new external entrance must be on the side or rear of the dwelling, and any proposed garage or carport must be located directly adjacent to any existing garage or carport and use the same associated driveway and curb cut that serves the principal dwelling;
- The size is limited to a maximum of 800 square feet or 40 percent of the principal dwelling (whichever is less), or the entirety of a basement or cellar existing as of May 10, 2023; and
- One additional on-site parking space beyond what is required for the principal dwelling unit must be provided.

For detached ALUs, the size is limited to 1,200 square feet of gross floor area and the ALU must be subordinate to the principal dwelling. The Board of Zoning Appeals (BZA) may impose development conditions as part of their review of the SP.

Other Jurisdictional Research

The ALU regulations for nearby jurisdictions are summarized in Attachment 1. Although the standards vary, localities appear to be striving to simplify ALU regulations. All of the jurisdictions reviewed allow ALUs by right or through an administrative process for approval, including for detached units, and do not have a minimum lot size requirement. Four of the six jurisdictions allow an ALU with duplex or townhouse dwellings. Most of the jurisdictions allow an ALU to be occupied by more than two people and do not require recordation or renewal of ALU approvals. Parking requirements vary from zero to two spaces. Although the attached table focuses on nearby jurisdictions, ALUs are a nationwide topic and are allowed in many localities. Staff has also reviewed the regulations for ALUs in certain other areas of the country, many of which appear to take similar approaches to our neighboring jurisdictions.

State Legislation

State legislation for the development and use of ALUs (referenced in the legislation as accessory dwelling units) was adopted this year and goes into effect on July 1, 2027.[2] However, the legislation exempted any locality that adopted an ordinance before January 1, 2026; therefore, the legislation does not apply to Fairfax County. References to standards in the legislation are included in this document for information and context only.

PROPOSED CHANGES

Overview

The amendment proposes to add flexibility and update the ALU regulations. The amendment proposes to streamline the process, remove unnecessary requirements, update the standards to align more closely with those of surrounding jurisdictions, and allow more lots the opportunity to have a detached ALU; however, the amendment does not propose to change the

[2] Senate Bill 531: https://lis.blob.core.windows.net/files/1223191.PDF

permissions to allow an ALU with a single-family attached dwelling.[3] As further detailed below, staff recommends the Board consider the following:

- Remove the zoning administrative permit requirement for by-right approvals. Building permits will still be required in many instances.
- Remove the renewal and recordation requirements for both by-right and special permit approvals.
- Revise the two-acre minimum lot size and special permit requirement for a detached ALU to allow a detached ALU by right on a lot that is a minimum of 36,000 square feet in size and with special permit approval on a smaller lot.
- Apply the general standards for freestanding accessory structures to detached ALUs. These include location and setback standards. For lots that are less than 36,000 square feet in size, these include a 20-foot height limit and a maximum cumulative square footage.[4] For lots that are 36,000 square feet or larger, the amendment would require a detached ALU to be subordinate to the principal dwelling and have a maximum height of 35 feet.
- Revise the maximum size requirement for both an interior and detached ALU to be 1,200 square feet or 40% of the principal dwelling, with a larger size permitted with SP approval.
- Remove the owner occupancy requirement.
- Increase maximum occupancy of an ALU to three people.
- Remove the additional parking requirement.
- Remove standards that are addressed by other codes and procedures.
- Clarify the definition and other use-specific standards.

For some provisions, the amendment includes alternative options for consideration. Retaining the current standards is an option as well.

By-Right Process

As noted above, an interior ALU that meets the applicable standards is currently allowed by right, but an administrative permit (AP) is required. This is a separate zoning permit that is processed concurrently with any related building permits and requires an additional fee. The proposed amendment would remove the requirement for a zoning AP for interior ALUs and for detached ALUs on lots 36,000 square feet (SF) or more in size that meet the standards. An option is included in the text to retain the AP process. Detached ALUs are discussed further below. Establishing an ALU often includes construction to configure rooms and install appliances and all construction is subject to applicable building codes. As such, review for compliance with the Zoning Ordinance standards would take place as part of the standard

[3] An option is included for consideration that would allow an ALU in single-family attached dwellings with SP approval.

[4] Maximum height and cumulative square footage can be increased with special permit approval per subsection 4102.7.A(6)(c) and (d), and setbacks can be reduced in accordance with subsection 5100.2.D(11)(e).

review by the Zoning Permit Section of any related building permit for a new building or addition/alteration, thus streamlining the process, removing the separate application fee, and reducing a perceived regulatory barrier, which could encourage more ALUs to be established in the County. ALUs would continue to be required to meet the Zoning Ordinance standards, like all other by-right uses. For situations where no new building permit is needed, a review could take place upon request if a property owner would like documentation that the proposed ALU complies with the Zoning Ordinance, or upon receipt of a complaint. Although staff previously indicated that it may not be possible to track the number of ALUs without the AP process, staff has since confirmed that PLUS is already configured to allow for tracking of ALUs as part of building permit applications. The proposed amendment also includes codification of the second kitchen certification to facilitate building permit reviews. This certification process would allow areas containing a second kitchen that are not used as an ALU (such as an entertaining area in a basement) to be documented and approved.

Renewal and Recordation

The proposed amendment deletes the permit renewal and recordation requirements. Without an AP, these requirements would no longer be applicable; however, it is recommended to remove these requirements even if the AP process is retained. The amendment also removes the renewal and recordation requirements with SP approval. An option is included in the text to revise the renewal requirement timeframe to five years if the AP process is retained.

The initial two-year renewal timeframe was intended to allow for another review after a short period of time since the AP standards were new in 2021; however, implementation of the standards has generally been smooth. While review for compliance with the Zoning Ordinance standards should be part of the review to establish an ALU as part of any related special permit or building permit application, ongoing reviews appear to represent an unnecessary step in the process.

Regarding recordation, it was initially thought that the requirement would provide notice to a future property owner of the ALU approval; however, since the permit does not transfer to a new owner, it has likely resulted in misunderstandings and an unnecessary step in the process, which may also be perceived as a barrier by potential applicants.[5]

Minimum Lot Size for Detached ALUs

As noted above, a detached ALU currently requires a two-acre minimum lot size and SP approval. The proposed amendment would allow a detached ALU on a lot 36,000 square feet (0.83 acre) in size or larger as part of the by-right process, and would require SP approval on smaller lots. This approach takes into account community feedback that included both support for retaining and removing the SP (public hearing process).

[5] The only other use standard in the Zoning Ordinance for requiring recordation of an approval in the land records is for farmworker housing.

Regarding the SP process, the nearby jurisdictions that were reviewed do not require a public hearing for detached ALUs. Similarly, the state legislation requires detached accessory dwellings to be approved with an administrative permit. Staff has also heard reluctance from builders to undertake ALU projects that are subject to the uncertainty of a public hearing approval process. However, as further described below, the SP process affords the opportunity for the imposition of development conditions based on a site-specific review, which could address community concerns with allowing a detached unit on a smaller lot.

Regarding lot size, the nearby jurisdictions that were reviewed do not have a minimum lot size requirement. Approximately five percent of the single-family detached dwellings in the County are on lots of two acres or more, limiting the opportunity for this housing option.[6] An additional nine percent of single-family detached dwellings are on lots 36,000 square feet to two acres in size. Community feedback on lot size for a detached ALU was requested as part of the community survey and the April community meetings with questions about sample lots in the R-1, R-2, and R-3 Districts. The survey responses are shown in the table below.

Table 1: Percent of Respondents in Support of Allowing a Detached ALU

District (Minimum Lot Size)	Total	Administrative (public hearing not required)	With SP (public hearing required)
R-1 (36,000 SF/0.83 ac)	71%	50%	21%
R-2 (15,000 SF/0.34 ac)	61%	40%	21%
R-3 (10,500 SF/0.24 ac)	53%	33%	20%

The draft text dated June 30, 2026, included a minimum lot size of 15,000 square feet for a detached ALU to be approved by SP; however, during outreach, numerous homeowners with properties less than 15,000 square feet in size expressed an interest in building a detached unit. Removing the minimum lot size would expand the opportunity to have a detached ALU to additional lots. Therefore, the amendment does not include a minimum lot size for a detached ALU to be approved by SP.[7] The 36,000-square foot threshold is used for other standards in the Zoning Ordinance, including to differentiate requirements for freestanding accessory structures. For smaller lots, the SP process would require a site-specific review with a public hearing. Among other requirements for SP approval, the proposed use, including its design,

[6] Percentage based on the number and lot size for single-family detached dwellings in the conventional districts that allow ALUs and the corresponding planned districts.

[7] Alternative options in the text include: a) requiring a minimum lot size of 15,000 square feet (with a range from 10,500 square feet to two acres) for a detached ALU approved by SP; and b) revising the minimum lot size of 36,000 square feet for a by-right detached ALU.

must not adversely affect the use or future development of neighboring properties.[8] It is also noted that other freestanding accessory structures, such as a garage or workshop are permitted by right with the same setback and height requirements – the distinction being that the ALU is used for sleeping and residential occupancy.

Height, Setbacks, and Coverage Limitations for a Detached ALU

Height limits along with setbacks, location, and coverage standards serve to minimize the view of accessory structures from surrounding lots. Currently, on lots that are 36,000 square feet or less, freestanding accessory structures are limited to a maximum height of 20 feet, measured from the highest point of the structure to the lowest point on the finished ground level, and an increase in height may be approved with an SP. On larger lots, while there is no specific maximum height for an accessory structure, the structure still needs to be subordinate to the principal dwelling. The proposed amendment would require that a detached ALU comply with the general standards for other freestanding accessory structures, including the maximum height of 20 feet on lots less than 36,000 square feet in size.[9] For lots 36,000 square feet or larger, the proposed text specifies that a detached ALU must be subordinate to the principal dwelling and limited to a maximum height of 35 feet (the maximum height for the principal dwelling), but the height would be measured as other accessory structures are – from the lowest point of finished ground level to the highest point of the structure.[10]

Regarding location and setbacks, an accessory structure is not allowed in a front yard on a lot that is 36,000 square feet or less, and if the structure is over 12 feet in height, it must be located out of the side setback (e.g., 20 feet in the R-1 District) and a distance equal to the height of the structure from the rear lot line. Any detached ALU located within the rear setback (usually 25 feet from the rear lot line) would also be subject to the maximum rear setback coverage limitation, which is typically 30% of the minimum rear setback area (depending on district and lot size).

Maximum Size of an ALU

Currently, the Zoning Ordinance limits an interior ALU to 800 square feet or 40% of the size of the principal dwelling (whichever is less) with an SP option to allow the BZA to increase the size; an ALU may also occupy the entirety of a basement or cellar, regardless of the size, but only if

[8] Standards for SP Uses, subsection 4102.1.F: https://online.encodeplus.com/regs/fairfaxcounty-va/doc-viewer.aspx#secid-2769

[9] Subsection 4102.7.A(6): https://online.encodeplus.com/regs/fairfaxcounty-va/doc-viewer.aspx#secid-2553

[10] The proposed amendment would set the threshold for a by-right detached ALU and associated height and other limits to include lots that are 36,000 square feet or larger in size. By including lots that are 36,000 square feet, it would treat all lots in an R-1 District subdivision similarly, even those with the minimum lot size for the district of 36,000 square feet. The general standards for freestanding accessory structures set the threshold as greater than 36,000 square feet (rather than 36,000 square or more). For consistency, it is recommended that the general standards be revised as part of the Zoning Ordinance amendment for accessory structures that is currently on the Zoning Ordinance Work Program.

the basement or cellar existed as of May 10, 2023. Staff proposes increasing the 800-square-foot maximum size to 1,200 square feet while maintaining the 40% limitation to ensure the area continues to be accessory and subordinate to the principal dwelling. This size is consistent with the maximum allowable size of a detached ALU, as well as the average size approved by SP where often the ALU space is in an existing addition or proposed on top of an existing space (such as a finished area over an existing garage). The 1,200-square-foot size is also consistent with size limitations used by other jurisdictions such as Loudoun County and Montgomery County. Staff recommends removing the date and permitting the use of the entire basement for all dwellings, regardless of construction date. A basement or cellar is generally not visible from the street and, in most instances, is less than 50 percent of the size of the dwelling. Allowing use of the entire basement for an ALU often results in a more practical layout, as well.

A detached ALU is currently allowed to be up to 1,200 square feet in size, with no ability for the BZA to consider a larger size. While 1,200 square feet is a reasonable maximum size for a two-bedroom ALU, there have been circumstances where an existing structure was being renovated for an ALU and the size exceeded 1,200 square feet. Re-using an existing structure can have environmental and other benefits. Therefore, it is recommended that the BZA be permitted to modify the maximum size as part of an SP process.

The height, setback, and coverage standards discussed above may also serve as a limit on size of a proposed ALU based on the size and configuration of a specific lot. In addition, subsection 4102.7.A(6)(d) includes a maximum cumulative square footage standard that applies to lots 36,000 square feet in size or less. The standard limits the cumulative square footage of all freestanding accessory structures on a lot to 50 percent of the gross floor area of the dwelling; however, the BZA may approved an increase in size as part of an SP application.

Owner Occupancy

The Zoning Ordinance currently requires the owner to live on a property with an ALU, either in the principal unit or in the ALU. The proposed amendment would remove this requirement to allow for more flexibility in the long-term use of an ALU. For example, under the current requirement, military families stationed in the area would be precluded from renting a dwelling with an ALU for use by a caregiver or an older family member. In addition, concerns have been raised regarding the impact an ongoing owner-occupancy restriction has on financing, as financial institutions and lenders may be reluctant to provide financing due to the limitation it places on successive owners who will not be able to rent out or lease their dwelling, which might be necessary as a result of a divorce, job transfer, or death.[11] Staff has also received feedback that the non-transferability of an approval to a new owner can be a deterrent to the

[11] AARP Accessory Dwelling Units Model State Act and Local Ordinance: https://www.aarp.org/content/dam/aarp/livable-communities/housing/2021/AARP ADU Model State Act and Local Ordinance-0212021-08.pdf#page=44

ongoing use of an ALU, reducing their effectiveness as a viable housing option. Further, dwellings without ALUs are not required to be owner occupied.

Feedback has also been received that owner occupancy serves to support property maintenance and accountability. However, property maintenance is subject to code enforcement and varies among individual owners and renters. Concerns have also been raised about investor-owned properties. Based on information from the Department of Tax Administration (DTA) and other sources, currently, investor acquisition of large numbers of single-family detached dwellings does not appear to be a major issue in Fairfax County.[12]

The state legislation allows localities to require owner occupancy only at the time an ALU application is submitted. Similarly, most nearby jurisdictions do not have an owner occupancy requirement, or the requirement is applied only when the permit is issued, not as an ongoing condition. The amendment text includes an option to require owner occupancy when the ALU is established.

Maximum Occupancy of an ALU

Occupancy of an ALU is currently limited to two people, and staff proposes to increase this to three people (with a range of two to four people provided for consideration). A dwelling without an ALU that is occupied by two or more people related by blood or marriage and any number of children may also include up to two roomers or boarders. The difference between the by-right occupancy standard and an ALU (given that both allow non-related "tenants") is that an ALU is configured as a separate unit, an independent space that includes separate eating and cooking facilities. Staff has received requests for various scenarios that would benefit from allowing up to three or four people to occupy an ALU, such as an older couple or a person(s) with a disability with a live-in caregiver, or a couple that has one or two children. Most nearby jurisdictions allow three to four people to occupy an ALU.

The proposed text also includes editorial revisions to the occupancy standard for the principal unit to reference the general occupancy standards and note the exceptions. As with other Zoning Ordinance standards, occupancy of a dwelling is enforced on a complaint basis.

Parking

Currently, before approval of an administrative permit for an ALU, staff confirms that the property has the required number of off-street parking spaces for the dwelling plus one additional space. (Under new state legislation related to parking, the additional parking space is not required in designated areas, which include areas within ½-mile of a Metro, bus rapid transit, Amtrak, or other public transportation station or facility, because that legislation limits the parking requirement to one space per single-family dwelling or 0.5 space in multifamily

[12] DTA data includes that there are 23 owners that have 10 or more properties, with the single largest number of properties being 22.

buildings and mixed-use developments.)[13] Also, in the R-1 through R-4 Districts, the Zoning Ordinance limits the maximum coverage of the front yard for parking to 25 to 30 percent.[14]

The proposed amendment would remove the requirement for additional parking, and therefore eliminate review of parking for establishment of an ALU. This change would be consistent with other accessory uses in the Zoning Ordinance because no other accessory uses require additional parking beyond the requirement for the principal use. Community input regarding parking has been mixed, with some noting that there is no limit on the number of vehicles per dwelling for a home without an ALU, that often an ALU is occupied by a family member, and that an older individual may not have a vehicle. It was suggested that parking should not be required near Metro or frequent bus routes or in walkable, mixed-use areas. On the other hand, concerns have been noted, particularly around areas with limited parking, such as cul-de-sacs and areas with crowded streets. In the community survey, 50% of respondents indicated that the current requirement for an additional parking space should remain.

The amendment text includes an option for consideration to require that the minimum number of spaces for a single-family detached dwelling be provided but to not require an additional space for an ALU. This option (Option 2) would not allow an ALU on a property that does not have the requisite parking for the single-family detached dwelling (i.e., is noncompliant with today's parking standards), unless the required parking was added.

Single-Family Attached Dwellings

Some of the nearby jurisdictions allow an ALU with duplex or townhouse dwellings in addition to single-family detached dwellings. Additionally, the state legislation permits interior and detached accessory dwelling units with both detached and attached single-family dwellings. In the community survey, 52% responded that an ALU should not be allowed in a townhouse, with parking being a primary concern. Given the parking limitations in many townhouse communities in Fairfax, the proposed amendment maintains the requirement that an ALU be permitted only in association with a single-family detached dwelling unit, but it includes an option for consideration to allow an interior ALU with a single-family attached dwelling with special permit approval. The special permit process could consider if parking and other concerns are addressed on a site-specific basis.

Additional Clarifications

The proposed amendment includes other clarifications, reorganization, and editorial revisions. The amendment clarifies when an arrangement constitutes an ALU with new graphics depicting typical ALU arrangements and edits to the definition of an ALU. The revised definition specifies that a kitchen includes permanent provisions for food preparation and cooking (such as a stove,

[13] *See* Virginia Code § 15.2-2209.4 and Parking Tier Map with designated areas: https://experience.arcgis.com/experience/22f6d903b36c403ba253f9f51174cec2

[14] Subsection 6100.2.B(1): https://online.encodeplus.com/regs/fairfaxcounty-va/doc-viewer.aspx#secid-2572

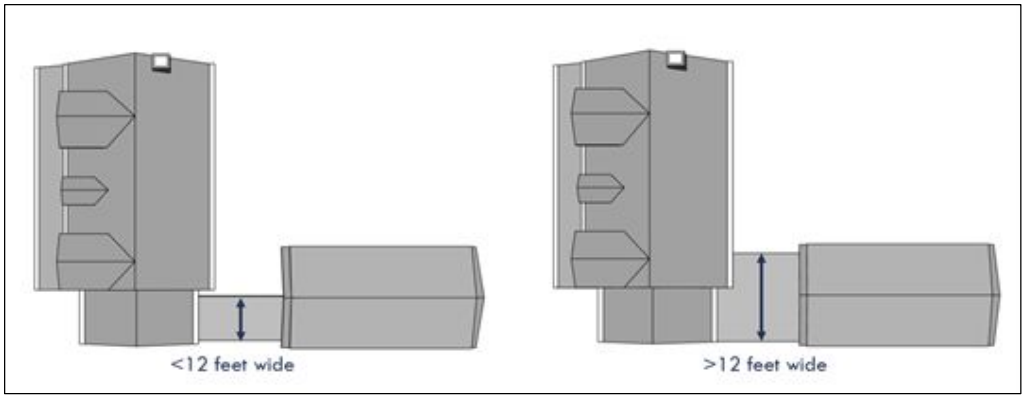
oven, or range) and does not include a wet bar with plug-in food preparation appliances (such as a microwave or air fryer). The proposed text also expresses that an interior ALU must meet specific standards to maintain the external appearance of a single-family detached dwelling, not a duplex. The focus should remain on the external appearance, rather than the interior layout.

Figure 1: Semi-detached ALU



In addition, connection requirements are clarified. The connection to an interior ALU must be fully enclosed, but the requirements for the connection to be finished and temperature controlled are removed. That would allow, for instance, access through a garage to an ALU located over an attached garage. Also, the text specifies that an ALU is considered semi-detached if the unit is connected by a hallway, enclosed breezeway, or similar feature that has an external width of 12 feet or less. This 12-foot width distinguishes between what may be considered an addition to the home versus a semi-detached configuration. The amendment specifies that if the length of the connection to a semi-detached ALU is ten feet or less, then the ALU would be considered interior, and if the length of the connection is more than ten feet, the ALU would be considered detached. Applicants have proposed semi-detached configurations, likely because of the minimum lot size and special permit process for a detached ALU. The proposed changes are intended to provide clarity and reduce the need for zoning interpretations, and the proposed dimensions for connections are based on a review of applications.

Figure 2: Left: Connection is less than 12 feet wide and is considered semi-detached; since the connection is more than 10 feet long, the ALU is subject to the detached ALU regulations. Right: the connection is more than 12 feet wide and is considered an addition (not semi-detached).



The proposed amendment deletes the following standards, as they are found to not be necessary or are already required by another code:

- "An accessory living unit must meet all applicable regulations for building, safety, health, and sanitation …"
    - An ALU is already required to meet all other applicable regulations without restating the requirement in the Zoning Ordinance.
- "If the dwelling is served by a well or septic system, the applicant must obtain Health Department approval prior to administrative permit or special permit approval."
    - Comments have been received expressing concerns about ALUs on properties that are served by well or septic systems. All permits involving interior alterations are routed to the Health Department for review. Adding bedrooms always requires additional review of the well and septic system capacity before approval of the building or alteration permit. An ALU that does not involve the creation of new bedrooms would not require any expansion of an existing well or septic system.
- "The accessory living unit must have a working multi-purpose fire extinguisher and smoke and carbon monoxide detectors (when required for a fireplace or gas service) that are interconnected with the principal dwelling."
    - The building code already requires a fire extinguisher in every kitchen area. Further, the building code also requires a fire alarm system that is installed in a manner that will activate all notification appliances within both dwelling units for an interior ALU. For a detached ALU located less than ten feet from the principal dwelling, either the system must be interconnected, or applicable fire rated walls must be provided. The interconnection requirement also applies to carbon monoxide alarms when their installation is required.

Lastly, existing ALU standards that are proposed to remain as is, or with minor edits, include:

- No more than one ALU is allowed per lot.
- Any new external entrance must be on the side or rear of the dwelling; any proposed garage or carport must be adjacent to any existing garage or carport; any driveway or curb cut must be the same as that which serves the principal dwelling. These standards can be modified by the BZA with SP approval.
- Maximum of two bedrooms.
- Occupancy of the principal dwelling by two or more persons related by blood or marriage and any number of their children; one or two persons with their children; or a group of up to four unrelated persons, functioning as a single household.
- If the ALU standards are no longer met, the ALU may not be occupied as a dwelling unit, and the property must meet occupancy limitations for a single-family dwelling. Kitchen or other facilities do not need to be removed. A reference is added to the second kitchen certification, and this long-standing practice is proposed to be codified under subsection 8100.8 pertaining to the zoning review of building permits.

COMMUNITY OUTREACH

Over the past year, the proposed amendment has been discussed at two Board of Supervisors Land Use Policy Committee meetings, two Planning Commission Land Use Process Review Committee meetings, a Board of Zoning Appeals meeting, six virtual community meetings, a CREDA/NVBIA[15] meeting, and numerous small group and individual discussions, emails, and correspondence with community members. In addition, feedback was solicited through a community survey this spring, which resulted in over 1,800 participants.[16] This summer, a Community Toolkit was created to facilitate discussion and feedback by HOAs and other neighborhood groups.[17]

Various perspectives and comments have been offered from the community regarding the proposed amendment. Support has been expressed for expanding opportunities for ALUs as an important option for housing affordability, to allow aging parents or caregivers to live near family, for seniors to age in place, and to provide more flexible and equitable housing options. Concerns have also been noted about increased density and impacts to neighborhood character, parking, traffic, septic systems, and other infrastructure, as well as corporate investment in dwellings.

Feedback about the process has included questions about homeowner association (HOA) and other private restrictions that may limit the ability to establish an ALU. Comments have been expressed in support of and in opposition to HOA limitations. However, in accordance with the Code of Virginia and Zoning Ordinance provisions, the County may not require the approval of a property owners association or consider private agreements or other provisions in the implementation and enforcement of the Zoning Ordinance (Section 1106 of the Zoning Ordinance and Va. Code Sect. 15.2-110).

Questions have also been raised about the use of ALUs for short-term lodging. Short-term lodging is a separate use under the Zoning Ordinance that requires issuance of an AP and is subject to the standards in subsection 4102.7.O. The Zoning Ordinance prohibits short-term lodging on a lot with an ALU.

In addition, questions have been raised about whether a potential increase in the number of ALUs may impact school capacity, wastewater systems, and septic systems. As an accessory and

[15] Northern Virginia Commercial Real Estate Development Association/Northern Virginia Building Industry Association

[16] Summary of community survey results (slides 6 – 17): https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/zoning ordinance/proposed amendments/ALU-presentation-april-2026.pdf

Community survey responses: https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/Documents/zoning ordinance/proposed amendments/ALU-Survey-Responses.pdf

[17] Community toolkit: https://engage.fairfaxcounty.gov/alu-community-toolkit

subordinate component of a residential property, an ALU is not considered a separate dwelling for demographic or other purposes. The same student yield ratio for all single-family detached dwellings, regardless of size, number of bedrooms, or number of children, is used Countywide to calculate the impacts on schools, and the ratio is recalculated by Fairfax County Public Schools staff on an as-needed basis. It should be noted that when a dwelling without an ALU is occupied by two or more persons related by blood or marriage and any number of their children, it may also include two roomers or boarders. On the other hand, a dwelling with an ALU, when occupied similarly, may not have two roomers or boarders and the ALU occupancy is proposed to be increased to three persons, resulting in a potential increase of only one child. For wastewater planning purposes, the same sewer generation rate is used for all dwellings in the County, regardless of size, so an ALU with up to two bedrooms would not alter the review process. The review process for septic systems is discussed above.

SUMMARY

Overall, the proposed revisions would streamline the process, remove unnecessary requirements, and further update the ALU regulations. Staff recommends approval of the proposed amendment, including Option 1 where numbered options are presented, with an effective date of 12:01 a.m. on the day following adoption.

PROPOSED TEXT

PROPOSED AMENDMENT TO
CHAPTER 112.2 (ZONING) OF THE 1976 CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
RELATING TO ACCESSORY LIVING UNITS

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium, Lobby Level, Government Center Building, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, November 17, 2026, the Board, after having first given notice of its intention so to do, in the manner prescribed by law, adopted an amendment to Chapter 112.2 (Zoning) of the 1976 code of the County of Fairfax, Virginia, said amendment so adopted being in the words and figures following:

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

Amend Chapter 112.2 (Zoning Ordinance), as follows:

In the revisions shown below, text to be deleted is identified with ~~strike-through~~ and text to be added is underlined. Any footnotes are descriptive and will not be included in the Zoning Ordinance. The standards have been reorganized. For clarity, the renumbering and reorganization is not shown. Options for consideration are provided ***[in brackets, italics and bold]***. When an option is presented as a range, the Board may approve any number within the range. The proposed changes are based on the adopted Zoning Ordinance in effect as of July 1, 2026.

INSTRUCTION #1: Revise the permissions for an accessory living unit in Tables 4101.1 and 4101.2 to replace administrative permit (AP) with accessory (A). ***[If ALUs are allowed in single-family attached dwellings by special permit, add SP to R-12, R-16, and R-20 in Table 4101.1 and to the secondary use column for PRM in Table 4101.2.]***

TABLE 4101.1: Use Table for Residential, Commercial, and Industrial Districts
P = permitted; SE = special exception; SP = special permit; blank cell = not allowed
A = allowed as accessory use only; A+ = permitted as an associated service use; AP = allowed with approval of administrative permit

Use	Residential Districts														Commercial Districts								Industrial Districts						Use-Specific Standards NOTE: General Standards also apply
	R-A	R-C	R-E	R-1	R-2	R-3	R-4	R-5	R-8	R-12	R-16	R-20	R-30	R-MHP	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	I-I	I-2	I-3	I-4	I-5	I-6	
Accessory Uses																													
Accessory Living Unit	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP																				~~4102.1.I~~ 4102.7.B

TABLE 4101.2: Use Table for Planned Development Districts

✓ = permitted if shown on final development plan/PRC development plan and PRC plan;
✓/SE = permitted if shown on final development plan/PRC development plan and PRC plan, or as special exception if not on plan(s)
SE = special exception; SP = special permit; blank cell = not allowed
A = allowed as accessory use only; A+ = permitted as an associated service use;
AP = allowed with approval of administrative permit

Use	PDH		PRC					PDC		PRM		PTC	PCC		Use-Specific Standards NOTE: General Standards also apply
	Principal	Secondary	Residential	Neighborhood Convenience Center	Village Center	Town Center	Convention/ Conference Center	Principal	Secondary	Principal	Secondary		Principal	Secondary	
Accessory Uses															
Accessory Living Unit		~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP	~~AP~~ A SP					~~AP~~ A SP			~~4102.1.I~~ 4102.7.B

INSTRUCTION #2: Revise subsection 4102.7.B – Accessory Living Unit use-specific standards. Re-number, re-letter, and update cross-references as needed.

B. Accessory Living Unit

Standards applicable to all accessory living units:

(1) ***Option 1:*** An accessory living unit is ~~permitted~~ allowed only in association with a single-family detached dwelling unit.~~, and no~~ No more than one accessory living unit is ~~permitted~~ allowed on a single-family lot. An accessory living unit is not deemed to be a subdivision of the lot.
Option 2: Subject to the additional standards below, an interior or a detached ~~An~~ accessory living unit is ~~permitted~~ allowed ~~only in association with~~ as follows:[18]

(a) An interior unit or a detached unit is allowed in association with a single-family detached dwelling unit; and

(b) An interior unit is allowed in a single-family attached dwelling unit only with special permit approval.~~, and~~

No~~no~~ more than one accessory living unit is ~~permitted~~ allowed on a single-family lot. An accessory living unit is not deemed to be a subdivision of the lot.

[18] If this option is adopted to allow an interior ALU in a single-family attached dwelling by SP, also add a new subsection (16): "The BZA may approve an interior accessory living unit in a single-family attached dwelling."

(2) ***Option 1:*** ***Delete current standard.*** ~~Either the accessory living unit or the principal dwelling unit must be owner-occupied.~~

Option 2: Either the accessory living unit or the principal dwelling unit must be owner-occupied at the time an accessory living unit is established.

(3) The principal single-family dwelling unit may be occupied in accordance with subsections 4102.3.A(1), (2), and (3), except it may not include roomers or boarders. ~~by not more than one of the following:~~

~~**(a)** Two or more persons related by blood or marriage and any number of their natural children, foster children, stepchildren, adopted children, or children in kinship care;~~

~~**(b)** One or two persons with their dependent children, including natural children, foster children, stepchildren, adopted children, or children in kinship care, functioning as a single household; or~~

~~**(c)** A group of not more than four persons not related by blood or marriage, functioning as a single household.~~

(4) The accessory living unit may be occupied by no more than ~~two~~ three ***[two to four]*** people.

(5) The accessory living unit may ~~not contain more than~~ have a maximum of two bedrooms.

(6) The accessory living unit must not exceed:

(a) 1,200 ~~800~~ square feet of gross floor area or 40~~%~~ percent of the gross floor area of the principal dwelling, whichever is less; or

(b) The entirety of the basement or cellar for an interior ALU ~~may be used, up to the size of the basement or cellar as of May 10, 2023~~.

(c) A larger size may be allowed by special permit in accordance with subsection 8100.4.

(7) For the purpose of determining the size of an accessory living unit ~~approved either by administrative permit or special permit~~, regardless of the definition in Article 9, gross floor area includes the area of any basement or cellar having a structural headroom of six feet six inches or more, but does not include a garage.

~~**(9)** An accessory living unit must meet all applicable regulations for building, safety, health, and sanitation, and the construction of an accessory living unit is not deemed to be a subdivision of the lot on which the dwelling is located. If the dwelling is served by a well or septic system, the applicant must obtain Health Department approval prior to administrative permit or special permit approval.~~

~~**(10)** The accessory living unit must have a working multi-purpose fire extinguisher and smoke and carbon monoxide detectors (when required for a fireplace or gas service) that are interconnected with the principal dwelling.~~

(8) A detached accessory living unit must comply with the regulations for freestanding accessory structures in subsection 4102.7.A(6), unless modified by the BZA if permitted.

(9) A detached accessory living unit on a lot that is a minimum of 36,000 square feet is subject to a maximum height of 35 feet, measured from the highest point of the

structure to the lowest point of finished ground level adjacent to the structure, and must be subordinate to the principal dwelling.

(10) ***Option 1:*** ***Delete current standard.*** ~~As specified in Article 6, a dwelling with an accessory living unit must provide the number of on-site parking spaces required for the principal dwelling unit, plus one additional space. Only one space serving the lot must provide convenient access to the street.~~

Option 2: ~~As specified in Article 6, a dwelling with an accessory living unit must~~ The property must provide the number of on-site parking space(s) required for the principal dwelling unit as specified in Article 6~~, plus one additional space~~. ~~Only one space serving the lot must provide convenient access to the street.~~

(11) ***Option 1:*** ***Delete current standard.*** ~~An administrative permit for an accessory living unit may be issued to the owner for an initial period of two years from the date of approval. An administrative permit may be extended by the Zoning Administrator for succeeding periods of up to five years based on the applicant's record of compliance with the standards in this subsection.~~

Option 2: An administrative or special permit for an accessory living unit may be issued to the owner for an initial period of ~~two~~ five years from the date of approval. An administrative or special permit may be extended by the Zoning Administrator for succeeding periods of ~~up to~~ five years ~~based on the applicant's record of compliance with the standards in this subsection~~ in accordance with subsections 4102.1.I and 8100.4.D(3)(b).

(12) If the applicable standards ~~above~~ are no longer being met, the accessory living unit may not be occupied as a dwelling unit and the property must meet the occupancy limitations of a single-family dwelling in accordance with subsection 4102.3.A. This standard does not require the removal of any kitchen or other facilities; however, a second kitchen certification must be submitted to the Zoning Administrator that the area will not be used in a manner that constitutes an accessory living unit.

Standards when permitted by right ~~administrative permit~~: *[option to keep administrative permit]*

(13) If it meets the applicable standards, an accessory living unit is allowed by right if it is:

(a) Interior to a single-family detached dwelling; or

(b) Detached on a lot that is a minimum of 36,000 square feet in size. ***[option to revise the minimum lot size[19]]***

[19] If the minimum lot size for a by-right detached ALU is revised, subsection (15) will be revised for consistency.

Figure 4102.7: Interior Accessory Living Units



(14) To maintain the external appearance of a single-family detached dwelling, an interior accessory living unit must meet the following standards. Examples of interior accessory living units are shown in Figure 4102.7.

- **(a)** The ~~An accessory living~~ unit must be ~~wholly contained~~ located within the existing or proposed structure of a single-family detached dwelling unit and must ~~have direct~~ maintain access to the principal dwelling through an interior space that is ~~finished, temperature controlled, and~~ fully enclosed.
- **(b)** A semi-detached unit is connected to the principal dwelling by a hallway, enclosed breezeway, or other similar feature with an external width 12 feet or less. A semi-detached unit with a connection of ten feet or less in length is considered interior. Any semi-detached unit with a connection that exceeds ten feet in length is subject to the detached accessory living unit standards.
- **(c)** Any new external entrance proposed for an accessory living unit must be located on the side or rear façade of the dwelling.
- **(d)** Any proposed garage or carport must be located directly adjacent to any existing garage or carport, and the associated driveway and curb cut must be the same as that which serves the principal dwelling.

~~**(12)** Before occupancy of the accessory living unit, the owner must record a copy of the administrative permit among the land records of Fairfax County. The permit must contain a description of the property and must be indexed in the Grantor Index in the name of the property owner(s).~~

Standards when permitted by special permit:

(15) The accessory living unit must conform to all applicable standards ~~for an administrative permit~~ above, except that the BZA may approve a special permit for an

accessory living unit to modify one or more of the standards as identified in the subsections below:

(a) Subsections (13) and (14)(b) ~~(2)~~, to permit an accessory living unit in:

1. ***Option 1:*** A detached ~~freestanding~~ structure on a lot less than 36,000 square feet~~, but only on a lot of at least two acres~~; or

Option 2: A detached ~~freestanding~~ structure, but only on a lot of at least 15,000 square feet ~~two acres~~ ***[10,500 square feet – two acres]***; or

2. A semi-detached unit with a connection that exceeds ten feet in length;

Figure 4102.8: Detached and Semi-Detached Accessory Living Units



(b) Subsection (14)(c) and (d) ~~(3)~~, to modify the location of any external entrance, garage or carport location, and access from the street;

(c) Subsection (6) ~~(4)(a)~~, to exceed the maximum size ~~for an interior accessory living unit~~; and

(d) ***Option 1:*** ***Delete current standard.*** ~~Subsection (9), when the required on-site parking is not provided.~~

Option 2: Subsection (10) ~~(9)~~, when the required on-site parking is not provided.

~~**(16)** The area devoted to a detached accessory living unit must not exceed 1,200 square feet of gross floor area and must be clearly subordinate to the principal dwelling.~~

~~**(17)** The BZA may require the provision of off-street parking spaces in addition to the requirements specified in Article 6 for a single-family detached dwelling.~~

~~**(18)** The County may inspect the property during reasonable hours and in accordance with subsection 8106.2.D.~~

~~**(19)** Upon the approval of a special permit, the owner will record a copy of the BZA's resolution of approval, including all accompanying conditions among the land records of Fairfax County. The resolution must contain a description of the property and must be indexed in the Grantor Index in the name of the property owner(s).~~

~~**(20)** A special permit for an accessory living unit may only be issued to the owner and approved for an initial period of two years from the date of approval. The special permit may be extended for succeeding periods of up to five years based on the applicant's record of compliance, in accordance with subsection 8100.4.D(3).~~

INSTRUCTION #3: Revise subsection 8100.8 to codify the second kitchen certification process.

8. Building Permits

A. Zoning Review of Building Permits

(1) Zoning approval must be obtained from the ~~The~~ Zoning Administrator ~~must give zoning approval~~ before a building permit can be issued. Without ~~that~~ zoning and building permit approval, no building or structure may be constructed, modified, added to, or demolished if Chapter 61 of the County Code requires a building permit.

(2) A second kitchen certification must be submitted with a building permit application that includes an additional kitchen in conjunction with a dwelling. The certification must confirm that (a) the additional kitchen will not be used in a manner that constitutes an accessory living unit, and occupancy of the dwelling will comply with subsection 4102.3.A; or (b) the additional kitchen will be used as part of an accessory living unit that complies with subsection 4102.7.B.

INSTRUCTION #4: Revise Table 8102.1, Fee Schedule, to delete the renewal fee for a special permit for an accessory living unit.

TABLE 8102.1: FEE SCHEDULE
This table includes standard fees related to approvals under the Zoning Ordinance. Additional fees may apply related to review or approval by other County departments or governmental or quasi-governmental agencies, or in accordance with Appendix Q of the County Code.

APPLICATION TYPE		FEE [1]
SPECIAL PERMITS [2]		
Accessory and Temporary Uses		
Accessory Living Unit	Special Permit	$615
	~~Renewal Fee~~	~~$75~~

INSTRUCTION #5: Revise the definition of an Accessory Living Unit in Section 9103.

Accessory Living Unit
A secondary dwelling unit established in conjunction with and clearly subordinate to a single-family detached dwelling unit. ***[delete "detached"]*** An accessory living unit contains living, sleeping, kitchen, and sanitation areas. A kitchen includes permanent provisions for food preparation and cooking. For the

purpose of this provision, built-in microwave ovens and counter-top appliances are not considered permanent provisions for food preparation and cooking.

This amendment will become effective on November 18, 2026, at 12:01 AM

GIVEN under my hand this 17th day of November 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ALU Regulations Jurisdictional Research – Nearby Localities

In the table, "NR" means no requirement.

Jurisdiction	Approval Process/ Unit Type	Renewal/ Recordation	Occupancy/ Owner Occupancy	Size (unit and lot)	Parking	Detached Setbacks
Fairfax County (current)	Administrative (interior) Special Permit (interior and detached) Allowed with single-family detached dwellings	Initial renewal 2 years, then 5 years Recordation required	2 people in ALU Property must be owner-occupied	Interior: entire basement (as of 5/10/2023); or 800 SF or 40% of principal dwelling Detached: 1,200 SF 2-acre lot size	1 additional space	5' from side/rear, if height is 8.5' – 12' setback equal to height from rear and out of side setback for district, if height is 12+' (e.g., 20' side setback for R-C – R-1)
Fairfax County **(proposed)**	By right for interior and for detached on lots 36,000 SF and greater; and Special Permit to modify standards or for detached ALU on smaller lots Allowed with single-family detached dwellings	NR	3 people in ALU Owner occupancy NR	1,200 SF or 40% of principal dwelling; entire basement for interior ALU 36,000 SF minimum lot size for detached ALU by right; less than 36,000 SF lot size would require SP for detached ALU	NR	Not allowed in front yard on a lot of 36,000 SF or less; not allowed in front setback on a larger lot 5' from side/rear, if height is 8.5' – 12' setback equal to height from rear and out of side setback for district, if height is 12+' (e.g., 20' side setback for R-C – R-1)

Jurisdiction	Approval Process/ Unit Type	Renewal/ Recordation	Occupancy/ Owner Occupancy	Size (unit and lot)	Parking	Detached Setbacks
Alexandria	Administrative Interior and detached ALUs Allowed with single- and two-family dwellings and townhouses	NR	3 people in ALU Property must be owner-occupied when permit issued	Interior: 1/3 size of principal Detached: first floor 1/3 of principal first floor or 350 - 500 SF, whichever is greater; Max height - principal dwelling or 20' No minimum lot size	NR	1' to 5' from side/rear
Arlington	Administrative permit and certificate of occupancy Interior and detached ALUs Allowed with single-family detached dwellings ALU approval not required if meeting occupancy of the dwelling (sink affidavit instead)	Recordation required; no renewal, but affidavit with change in ownership	3 people in ALU If the property is not owner-occupied, the entire property must be occupied by one family	Entire basement; or for interior or detached: 500 – 750 SF or 35% - 45% of combined GFA, depending on size of principal dwelling No minimum lot size	1 space if no existing parking	Interior lots: 5' from wall to side/rear Corner lots: 5' from wall to side lot line; 10' from eave to to rear lot line 25' from wall to street R-O-W
Fairfax City (Amended July 2026)	Administrative Interior and detached ALUs Allowed with single-family detached dwellings and duplexes	NR, but certification to Zoning Administrator required with change in ownership	Combined occupancy of one household Owner occupancy required	35% of principal dwelling No minimum lot size	Must have required parking for principal dwelling	Not allowed in front yard; 20' rear setback; 8' – 12' side setback, depending on district

Jurisdiction	Approval Process/ Unit Type	Renewal/ Recordation	Occupancy/ Owner Occupancy	Size (unit and lot)	Parking	Detached Setbacks
Falls Church (adopted 4/14/2025)	By right with certificate of occupancy Interior and detached ALUs Allowed with single- and two-family dwellings	NR	4 people in ALU Property must be owner-occupied when building permit and CO issued, except with new construction	Entire basement; or 700 - 1,000 SF, depending on size of dwelling No minimum lot size	NR	8’ from side/rear and BZA can reduce to 5’ with SP (if height <15’) 10’ from side/rear (if height 15+’) Above one story: any windows that are not clerestory must have a 10’ setback
Loudoun	By right Interior and detached ALUs Not limited by type of dwelling unit	NR	Occupancy per building code Owner occupancy NR	1,200 – 2,500 SF or 50% – 70% of principal dwelling No min lot size for detached, but large lots can have more than one ALU	1/ALU	Front setback according to zoning district; 5’ from side/rear if no windows or doors on the portion that encroaches
Montgomery (MD)	By right Interior and detached ALUs Allowed with single-family detached dwellings	Not required under zoning, but annual license requirement	2 people 18+ years old in ALU Owner occupancy not required under zoning, but included in licensing	Interior: entire basement or 1,200 SF Detached: 1,200 SF or 10% of lot area, or 50% of footprint of principal dwelling, whichever is least No minimum lot size	1 to 2 additional spaces, except within 1 mile of Metro or MARC station	Side setback same as principal dwelling; 12’ rear setback; larger setbacks required for ALUs that are longer than 24’

Note: Prince William County had not adopted accessory dwelling unit regulations and will be subject to the new state legislation.

Board Agenda Item
September 29, 2026

ADMINISTRATIVE – 9

Designation of Plans Examiner Status Under the Expedited Land Development Review Program and Appointments to the Advisory Plans Examiner Board

ISSUE:
Board of Supervisors' action to designate one individual as a Plans Examiner to participate in the Expedited Land Development Review Program pursuant to the adopted criteria and recommendation of the Advisory Plans Examiner Board (APEB), and action to appoint three individuals to the APEB.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (the Board) take the following actions:

- Designate the following individual, identified with their registration number, as a Plans Examiner:
  Nimisha Thesia Reg. No. 354

- Designate the following individual as the Virginia Department of Transportation (VDOT) representative to serve a four-year term on the APEB:
  Haris Ismail

- Reappoint the following individuals to serve a four-year term on the APEB:
  Jeffrey Stuchel
  Jeffrey Vish

TIMING:
Board approval is requested on September 29, 2026.

BACKGROUND:
On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of *The Code of the County of Fairfax, Virginia* (The Code), establishing a Plans Examiner Program under the auspices of an Advisory Plans Examiner Board (APEB). The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by certain specially qualified applicants, i.e., Plans Examiners, to the Department of Land Development Services.

Board Agenda Item
September 29, 2026

The Code requires that the Board designate an individual's Plans Examiner status under the Expedited Land Development Review Program, and to appoint members to the APEB.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of their application and credentials, the APEB has found that the candidate listed above satisfies these requirements. This finding was documented in a letter dated July 20, 2026, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Jeffrey C. McKay.

Advisory Plans Examiner Board Appointments: The attached letter from Jeffrey L. Blackford, P.E., Executive Director of ESI nominates three appointments to the APEB. One appointment will fill a vacancy for the VDOT representative, and two reappointments will extend APEB appointments of existing members of the APEB.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Memorandum Dated 09/09/2026, from Director William D. Hicks, Land Development Services to Chairman Jeffrey C. McKay
Attachment II – One Letter Dated 07/20/2026, from Chairman James H. Scanlon, of the APEB, to Chairman Jeffrey C. McKay
Attachment III – One Letter Dated 08/28/2026, from Jeffrey L. Blackford, Executive Director of ESI, to Chairman Jeffrey C. McKay
Attachment IV – One Letter Dated 09/09/2026, from Jeffrey L. Blackford, Executive Director of ESI, to Chairman Jeffrey C. McKay

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

County of Fairfax, Virginia

MEMORANDUM

DATE: September 9, 2026

TO: Chairman Jeffrey C. McKay
Board of Supervisors

FROM: William D. Hicks, P.E., Director
Department of Land Development Services

SUBJECT: Designation of Plans Examiner Status under the Expedited Land Development Review Program and Appointments to the Advisory Plans Examiner Board

Attached are three letters from James H. Scanlon, Chairman of the Advisory Plans Examiner Board (APEB) and Jeffrey L. Blackford, Executive Director of the Engineers & Surveyors Institute (ESI). On behalf of the APEB, Mr. Scanlon's letter recommends that the Board of Supervisors designate one individual as a Designated Plans Examiner (DPE). Mr. Blackford's letters nominate an individual to the currently vacant Virginia Department of Transportation representative position on the APEB and nominate two individuals for reappointment to the APEB.

The Department of Land Development Services plans to forward an Administrative Item to the Board of Supervisors for the September meeting.

Attachment: As Stated

cc: Bryan J. Hill, County Executive

Department of Land Development Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035-5503
Phone 703-324-1780 • TTY 711 • FAX 703-653-6678
www.fairfaxcounty.gov

Engineers & Surveyors Institute

"a public/private partnership"

4795 Meadow Wood Lane
Suite 115 East
Chantilly, VA 20151
703-263-2232

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Rinker Design Associates, P.C

Brian Dofflemyer
City of Alexandria, T&ES

Currently Vacant
Virginia Department of Transportation

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Wetland Studies & Solutions, Inc.

Paul B. Johnson, P.E.
Charles P. Johnson & Associates, Inc.

John Levtov, P.E.
IMEG Corporation

Kevin E. Murray, P.E.
Tri-Tek Engineering

Joshua Reynolds, P.E.
Greenway Engineering

J. Keith Sinclair, Jr., P.E.
A. Morton Thomas & Associates, Inc.

Ross Stilling
Fairfax Water

Anita M. Tierney/Steven Pickeral
Loudoun County, B&D

Bryan James
Bohler Engineering, P.C.

Current Past Chairman
Glen Faunce, P.E.
Dewberry

Executive Director
Jeffrey L. Blackford, P.E.

July 20, 2026

Hon. Jeffrey C. McKay Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Chairman McKay:

The following named individual was approved by the Fairfax County Advisory Plans Examiner Board for recommendation as Designated Plans Examiner:

Name	Reg. No
Nimisha P. Thesia	354

She has been found to meet the qualifications outlined in Chapter 117-1-2 of the Code of Fairfax County in accordance with the criteria adopted by the Fairfax County Board of Supervisors on February 11, 1991.

Sincerely,

James H. Scanlon, P.E. LS
Chairman
Fairfax County Advisory Plans Examiner Board

cc: Jeffrey L Blackford, P.E., Executive Director, ESI

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Joseph W. Webb, P.E.
Virginia Department of Transportation

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Current Past Chairman
Patrick Veltri, P.E.
ESE Consultants, Inc.

Executive Director
Jeffrey L. Blackford, P.E.

August 28, 2026

Hon. Jeffrey C. McKay Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, Virginia 22035

Dear Chairman McKay:

The Board of Directors of the Engineers and Surveyors Institute (ESI) is pleased to submit the nomination of **Haris Ismail, P.E.**, for appointment to the Fairfax County Advisory Plans Examiner Board (APEB) as the Virginia Department of Transportation (VDOT) representative.

This position has remained vacant since the retirement and relocation of **Paul J. Kraucunas, P.E.**, in 2018. Mr. Ismail is being nominated to fill the VDOT representative position and, if appointed, to serve a four-year term beginning on the date of his appointment.

ESI respectfully requests that the Fairfax County Board of Supervisors consider and approve Mr. Ismail's appointment at its next scheduled meeting in 2026.

Thank you for your consideration of this nomination.

Sincerely,

Jeffrey L. Blackford, P.E.
Executive Director

Engineers & Surveyors Institute

"a public/private partnership"

4795 Meadow Wood Lane
Suite 115 East
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703-263-2232

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Virginia Department of Transportation

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Current Past Chairman
Patrick Veltri, P.E.
ESE Consultants, Inc.

Executive Director
Jeffrey L. Blackford, P.E.

August 26, 2026

Hon. Jeffrey C. McKay Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Dear Chairman McKay,

The Board of Directors of the Engineers and Surveyors Institute submits the following nomination for the Fairfax County Advisory Plans Examiner Board for reappointment of two individuals.

- Reappoint Jeffrey Stuchel, whose term expires on February 28, 2025, to serve a four-year to expire on February 28, 2029
- Reappoint Jeffery Vish, whose term expires on February 28, 2025, to serve a four-year term to expire on February 28, 2029

It is respectfully requested that the above action be taken by the Fairfax Board of Supervisors at their next scheduled meeting in 2026.

Sincerely,

Jeffrey L. Blackford, P.E.
Executive Director
Engineers and Surveyors Institute

Board Agenda Item
September 26, 2026

ADMINISTRATIVE – 10

Approval of Streets into the Secondary System – Enclave at Long Branch (Franconia District)

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

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

Subdivision	District	Street
Enclave at Long Branch	Franconia	Thomas Grant Drive (Extension)

TIMING:
Board approval is requested on September 29, 2026.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

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

Board Agenda Item
September 26, 2026

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

ATTACHMENT 1

Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA	VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS
Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.	REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. **PLAN NUMBER:** 25754-SP-001 **SUBDIVISION PLAT NAME:** Enclave at Long Branch **COUNTY MAGISTERIAL DISTRICT:** Franconia
VDOT PERMITS MANAGER: ROBERT H. BURTON **BY:** Wagner Jennifer bsw48348 Digitally signed by Wagner Jennifer bsw48348 Date: 2026.08.13 16:50:19 -04'00'	**FOR OFFICIAL USE ONLY** **VDOT INSPECTION APPROVAL DATE:** 08/06/2026

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Thomas Grant Drive (Extension)	Existing Thomas Grant Drive - 1,230' NW CL Morning View Lane, Route 8424	874' NW to End of Cul-de-Sac	0.17
NOTES:		**TOTALS:**	0.17

5' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Board Agenda Item
September 26, 2026

ADMINISTRATIVE – 11

Approval of Streets into the Secondary System – Giles Overlook (Mount Vernon District)

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

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

Subdivision	District	Street
Giles Overlook	Mount Vernon	Sanger Street

TIMING:
Board approval is requested on September 29, 2026.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

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

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

ATTACHMENT 1

Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION
OFFICE OF LAND USE - FAIRFAX PERMITS

REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 9101-SD-003

SUBDIVISION PLAT NAME: Giles Overlook

COUNTY MAGISTERIAL DISTRICT: Mount Vernon

VDOT PERMITS MANAGER: ROBERT H. BURTON

BY: Wagner Jennifer bsw48348 Digitally signed by Wagner Jennifer bsw48348 Date: 2026.08.10 15:11:42 -04'00'

FOR OFFICIAL USE ONLY

VDOT INSPECTION APPROVAL DATE: 08/04/2026

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Sanger Street	Existing Sanger Street - 635' S CL Fourth Place, Route 1105	2,130' S to End of Cul-de-Sac	0.40
NOTES:		**TOTALS:**	0.40

5' Concrete Sidewalk on Both Sides to be maintained by VDOT

Board Agenda Item
September 26, 2026

ADMINISTRATIVE – 12

Approval of Streets into the Secondary System – Aylor Estates (Providence District)

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

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

Subdivision	District	Street
Aylor Estates	Providence	Remington Street (Extension)

TIMING:
Board approval is requested on September 29, 2026.

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

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

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

ATTACHMENT 1

Print Form

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA	VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS
Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.	REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. **PLAN NUMBER:** 25860-SD-001 **SUBDIVISION PLAT NAME:** Aylor Estates **COUNTY MAGISTERIAL DISTRICT:** Providence
VDOT PERMITS MANAGER: ROBERT H. BURTON **BY:** Burton Robert wav86274 Digitally signed by Burton Robert wav86274 Date: 2026.08.24 14:45:28 -04'00'	**FOR OFFICIAL USE ONLY** **VDOT INSPECTION APPROVAL DATE:** 08/17/2026

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Remington Street (Extension)	Existing Remington Street, Route 4011 - 290' NW CL Allan Avenue, Route 1782	633' NW to End of Cul-de-Sac	0.12
NOTES:		**TOTALS:**	0.12

5' Concrete Sidewalk on Both Sides to be maintained by VDOT

Board Agenda Item
September 29, 2026

ACTION – 1

Presentation of the Delinquent Tax List for Tax Year 2025 (FY 2026)

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

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

TIMING:
Board action is requested on September 29, 2026.

BACKGROUND:
In accordance with the Virginia Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2025 (FY 2026) for Board consideration (Attachment A). DTA and its agents will continue to pursue the collection of all taxes and other charges due that are within the statute of limitations in accordance with Virginia Code §§ 58.1-3933 and 58.1-3940.

Presented below is a summary of delinquent taxes still outstanding for Tax Year 2025, as of June 30, 2026:

	Tax Year 2025 (FY2026)	
	Accounts	Local Tax Amount
Real Estate	2,583	$15,397,539
Personal Property – Vehicles	61,252	18,933,921
Business Personal Property	2,759	4,768,976
Public Service Corp. Properties	2	17,449

BPOL	1,412	5,201,879
Total	68,008	$44,319,764

The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2026. This includes delinquent taxpayers who may already be on a payment plan and delinquencies of taxpayers in bankruptcy.

For perspective, the total amount of all unpaid current year taxes, or $44.3 million, represents less than 1% of the levy for Tax Year 2025 (FY 2026). Of the $18,933,921 in delinquent vehicle taxes, $4,413,353 is from business owned and used vehicles and $14,520,568 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department, and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2026 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters, telephone calls, statutory summons authority, payment plans, bank and wage liens, set-offs against income tax refunds, booting and towing of vehicles, and the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld ("DMV holds") from citizens who have delinquent personal property taxes. A total of 48,985 accounts with DMV holds were successfully collected in FY 2026.

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

The collection agent for most personal property taxes, BPOL taxes, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected $24.8 million in delinquent personal property taxes and vehicle registration fees and $3.2 million in delinquent BPOL revenue in FY 2026 on behalf of DTA.

These results were achieved through a robust collection program that included 893,522 telephone calls using automated outbound dialing technology. In addition, NCC sent 102,458 dunning letters and issued 24,860 bank and wage liens.

In addition to delinquent taxes, parking ticket collections are also outsourced. United Public Safety, a division of T2 Company, handles the front-end ticket processing and current collections for DTA. NCC pursues the collection of delinquent parking tickets. Ticket collections totaled approximately $2.4 million in FY 2026.

A private law firm, Taxing Authority and Consulting Services (TACS), based in Henrico, Virginia, handles the County's collection of delinquent real estate accounts. With coordination and oversight from DTA, TACS collected approximately $14 million in delinquent real estate taxes for Fairfax County in FY 2026. Of this amount, $959,242 came as a result of litigation being initiated and/or from the non-judicial sale of properties at auction. TACS also collected $30,222 in zoning violation fees. Additionally, TACS now handles litigation cases involving delinquent personal property taxes and collected $1,531,879 in FY 2026.

Although the Office of the County Attorney is now rarely involved in collection actions that have been likewise outsourced to TACS, the Office of the County Attorney continues to handle all collection matters before the bankruptcy courts. A total of 122 new bankruptcy collection cases were opened in FY 2026, and $823,763 was collected from all bankruptcy matters.

Thanks to these combined efforts, the County collected more than $71.3 million in net delinquent taxes in FY 2026 for all prior tax years. Strong collection efforts are also reflected in the current year's tax collection rates:

	FY 2026
Real Estate	99.54%
Personal Property (local share)	96.17%
BPOL	97.81%

Under the non-tax delinquent collection program, DTA works with other county agencies to improve billing operations, clarify the potential collection actions to be taken, and standardize the use of Set-Off Debt opportunities and referrals to NCC. The individual agencies, and in some cases DTA, pursue initial collection efforts. After the statutory period of 90 days, delinquent accounts are referred to NCC. Working together, DTA and its agents collected approximately $788,409 for other county agencies in FY 2026.

Finally, Virginia Code §§ 58.1-3921 and 58.1-3924 state that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment B) and a list of small uncollected balances of previously billed taxes (Attachment C), credit shall

be given for these uncollected taxes. The lists presented in Attachments B and C average $2.32 per account:

	Accounts	Dollars
Real Estate	3,911	$2,250
Personal Property	17,993	48,700
TOTAL	21,904	$50,950

EQUITY IMPACT:
None.

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

ENCLOSED DOCUMENTS:
Attachment A - Delinquent Taxpayers for Tax Year 2025 (FY 2026)
Attachment B - Tax Year 2025 Accounts Valued Less than $5 that Were not Billed
Attachment C - Tax Year 2025 "Balance Due" Accounts of Less than Five Dollars
Attachment D - Collection Rates by Tax Year in Fiscal Year of Assessment

(Attachments A, B, and C listed above are computer printouts which will be made available in the Board Conference Room on September 29, 2026, from 9:00 A.M. - 4:30 P.M.)

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

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney

Collection Rates By Tax Year in Fiscal Year of Assessment

Tax Year 2022 (FY 2023)

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

Tax Year 2023 (FY 2024)

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

Tax Year 2024 (FY 2025)

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

Tax Year 2025 (FY 2026)

Tax Type	Rate
Real Estate	99.54%
Personal Property (Local Share)	96.17%
BPOL	97.81%

Board Agenda Item
September 29, 2026

ACTION – 2

Resolution Authorizing the Director of the Department of Tax Administration, or His Designee, to Allow for an Extension of Time, Not to Exceed 90 Days, for the Payment of Real Estate and Personal Property Taxes Made by a Taxpayer Following the Submission of Tax Relief and/or Exemption Applications, Whenever Good Cause Exists

ISSUE:
Resolution authorizing the Director of the Department of Tax Administration, or his designee, to allow for an extension of time, not to exceed 90 days, for the payment of real estate and personal property taxes made by a taxpayer following the submission of tax relief and/or exemption applications, whenever good cause exists. This resolution is intended to provide flexibility in the payment of taxes when good cause exists. If approved, this resolution will assist tax relief and exemption applicants in Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached Resolution, which authorizes the Director of the Department of Tax Administration, or his designee, to allow for an extension of time, not to exceed 90 days, for the payment of real estate and personal property taxes made by a taxpayer following the submission of tax relief and/or exemption applications, whenever good cause exists.

TIMING:
Board action is requested on September 29, 2026.

BACKGROUND:
Virginia Code § 58.1-3916 states that "[t]he governing body may further provide by resolution for reasonable extensions of time, not to exceed 90 days, for the payment of real estate and personal property taxes…., whenever good cause exists. The official granting such extension shall keep a record of every such extension."

Fairfax County offers various forms of tax relief and exemptions for seniors, people with disabilities, disabled veterans, and surviving spouses. On an annual basis, these individuals must submit applications and supporting documentation confirming their eligibility for the various programs. Given the ever-increasing volume of applicants, the complexity of the review process, and with applications being filed shortly prior to the

annual billing of real estate and personal property taxes, the Department of Tax Administration requires additional time to evaluate eligibility for the various programs. Failing to process these applications well prior to the annual billing cycles results in undue hardship for Fairfax County residents on a fixed income and constitutes good cause under Virginia Code § 58.1-3916. This proposed resolution reflects steps that provide relief to these individuals and helps ensure that they are not struggling with a burdensome tax payment while their applications are being processed.

EQUITY IMPACT:
Extending the tax payment due dates for seniors, people with disabilities, disabled veterans, and surviving spouses while their tax relief or exemption applications are being processed promotes equity by ensuring eligible residents are not financially disadvantaged when timely applications are being reviewed. This may prevent unplanned increases in escrow payments. This approach provides additional flexibility to vulnerable taxpayers, reduces the risk of penalties or unnecessary hardship, and supports fair access to tax relief and exemption programs.

FISCAL IMPACT:
The fiscal impact is minimal and primarily one of timing as there may be a delay in receipt of tax revenue but is offset by the benefit to County tax relief and exemption recipients.

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution

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

ASSIGNED COUNSEL:
Daniel Robinson, Deputy 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 in Fairfax, Virginia, on Tuesday, September 29, 2026, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Fairfax County offers various forms of tax relief and exemptions for seniors, people with disabilities, disabled veterans, and surviving spouses; and,

WHEREAS, applicants are required to complete applications for relief and exemption; and,

WHEREAS, applicants are required to submit substantial documentation for review; and,

WHEREAS, applicants often file these forms just prior to the annual billing of real estate and personal property taxes; and,

WHEREAS, the Department of Tax Administration staff are required to review these applications for relief and exemption; and,

WHEREAS, given the ever-increasing volume of applicants and complexity of the review process, the Department of Tax Administration requires additional time to evaluate the tax relief and exemption applications; and

WHEREAS, the Department of Tax Administration is not always able to process the applications for tax relief and exemptions prior to the tax due dates due to this increased volume of applicants and complexity of the review process; and

WHEREAS, pursuant to Section 58.1-3916 of the Virginia Code, the Board may provide by resolution for reasonable extensions of time, not to exceed 90 days, for the payment of real estate and personal property taxes whenever good cause exists; and,

WHEREAS, the impact of failing to process the applications for tax relief and exemptions prior to the tax due dates results in undue hardship for Fairfax County residents that are on a fixed income constitutes good cause; now, therefore be it

RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, in accordance with its authority in Section 58.1-3916 of the Virginia Code, hereby authorizes the Director of the Department of Tax Administration, or his designee, to allow for an extension of time, not to exceed 90 days, for the payment of real estate and personal property taxes made by a taxpayer following the submission of tax relief and/or exemption applications, whenever good cause exists.

Given under my hand on this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 29, 2026

ACTION – 3

Authorization to Include County-Owned Property in Rezoning Application RZ-2026-HM-00006 and Approval of Related Agreements (Hunter Mill District)

ISSUE:
Board authorization to include County-owned property identified as Tax Map 173- ((8)) 2A1 into pending Rezoning Application RZ-2026-HM-00006, filed by BDC Reston LLC and BDC Reston Summit LLC, and authorization to execute a related Planning Agreement, Access Agreement, and Indemnification Agreement governing the Board's participation as property owner in the land-use process.

RECOMMENDATION**:**
The County Executive recommends that the Board of Supervisors authorize the County Executive to execute the Planning Agreement (Attachment 2) consenting to the inclusion of the approximately 1.86-acre County-owned Reston Town Center South Kiss & Ride facility in Rezoning Application RZ-2026-HM-00006. This consent does not approve, endorse, or prejudge the Rezoning Application.

TIMING:
Board action is requested on September 29, 2026, to allow the applicant to maintain land use application schedule.

BACKGROUND:
On March 6, 2026, BDC Reston Summit LLC and BDC Reston LLC (collectively BDC) submitted RZ-2026-HM-00006 requesting to rezone approximately 23.88 acres across four parcels at the southern entrance to the Reston Town Center Metrorail Station from the I-4 and PDC Districts to the PDC District. The proposed redevelopment surrounds the approximately 1.86-acre County-owned Reston Town Center South Kiss & Ride facility (Attachment 1).

Staff recommends adding the Board owned parcel, Tax Map 17-3 ((8)) 2A1, into the rezoning application to provide the opportunity to evaluate an integrated development option which advances the Comprehensive Plan vision for the area, improves the transit-oriented character of the site, and generates public benefits.

Rezoning requirements require applications include a statement signed by the property owner consenting to its inclusion of its property in the application. As property owner, Board action is therefore requested to authorize owner consent for inclusion of the County Parcel into the rezoning.

The proposed Planning Agreement (Attachment 2) establishes binding procedures for coordination while the rezoning application is reviewed. Key elements of the Planning Agreement include:

- BDC bears the legal, engineering, surveying, consulting, and other costs of pursuing the rezoning;
- BDC and the Department of Economic Initiatives will coordinate on submissions affecting the County Parcel, with participation by the Department of Transportation and other County agencies as appropriate;
- Fairfax County retains rights concerning proposed modifications to the kiss-and-ride, bus bays, traffic circulation, and related transit facilities;
- Fairfax County owner consent is not an indication that the rezoning application will be approved; and,
- The proposed Access Agreement (Exhibit 1 of the Planning Agreement) would allow BDC and its consultants limited, coordinated entry onto the County Parcel for due-diligence activities, subject to restoration, insurance, indemnification, and operating hours.

Execution of the Planning Agreement does not obligate the Board to convey or lease the County Parcel or to participate in the redevelopment. Any future recommendations on conveyance or County participation in the redevelopment will come back to the Board for separate approval.

EQUITY IMPACT:
Including the County-owned property in the rezoning application preserves the opportunity to pursue an integrated development approach that could expand housing opportunities, improve the public transit facility, and better connect residents to employment, services, and amenities.

While this action does not approve or endorse the proposed redevelopment, establishing a framework for coordination with the applicant allows the County to evaluate these potential benefits as the land-use process advances while maintaining its interests in the County property and transit functions.

This approach is consistent with One Fairfax focus areas 2, 11, and 14, which emphasize housing near high-capacity transit, equitable mixed-use growth, and ensuring accessible mobility options for all residents.

FISCAL IMPACT:
No County funding is requested. Under the proposed Planning Agreement, BDC will bear the full costs associated with pursuing the rezoning. Any potential future conveyance, lease or other disposition of the County property would be subject to future negotiations and Board approval.

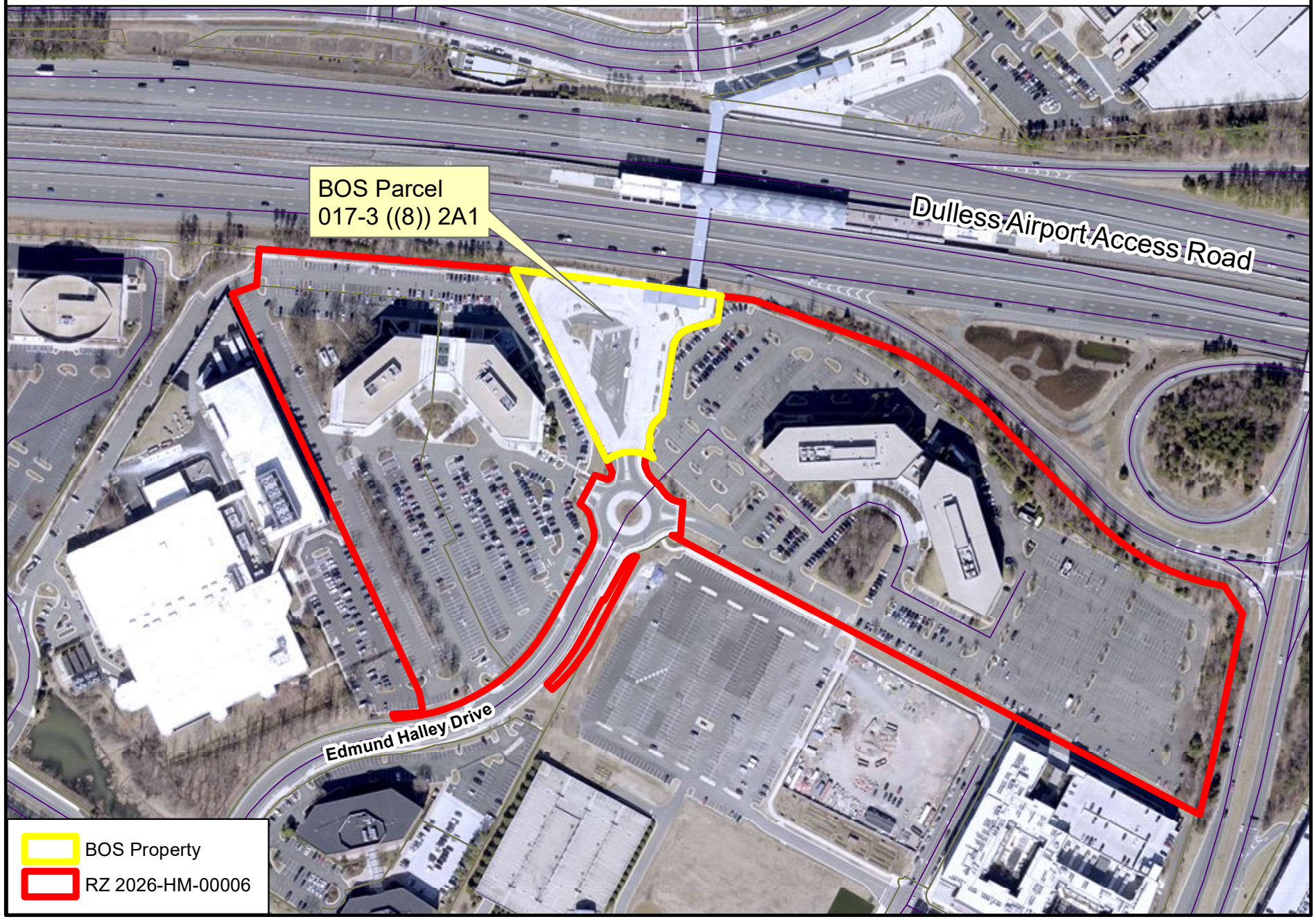
ENCLOSED DOCUMENTS:
Attachment 1 – Area Map of Tax Map 173- ((8)) 2A1 and RZ-2026-HM-00006
Attachment 2 – Planning Agreement Between the Board of Supervisors of Fairfax County, Virginia, BDC Reston Summit LLC, and BDC Reston LLC

STAFF:
Jennifer Miller, Deputy County Executive
Rebecca Moudry, Director, Department of Economic Initiatives
Tracy Strunk, Director, Department of Planning and Development
Gregg Steverson, Director, Fairfax County Department of Transportation
JoAnne Fiebe, Division Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:
Ryan Wolf, Senior Assistant County Attorney
Emily Smith, Assistant County Attorney

ATTACHMENT 1

Area Map of BOS Parcel and RZ-2026-HM-00006



PLANNING AGREEMENT

THIS PLANNING AGREEMENT (this "Agreement"), is entered into this ___ day of _____, 2026, by and between the THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, in its proprietary capacity (the "Board"), and BDC RESTON SUMMIT LLC, a Virginia limited liability company ("BDC Summit") and BDC RESTON LLC, a Virginia limited liability company ("BDC Reston," and together with BDC Summit, "BDC").

RECITALS

WHEREAS, BDC Summit is the owner of those certain parcels located in Fairfax County, Virginia (the "County") having County Tax Map Numbers 0173 083A0002A and 0173 083A0002B (together, the "BDC Summit Parcels"); and

WHEREAS, BDC Reston is the owner of those certain parcels located in the County having County Tax Map Numbers 0173 08A and 0173 080002A2 (the "BDC Reston Parcels," and together with the BDC Summit Parcels, the "BDC Parcels"); and

WHEREAS, the BDC Parcels are subject to that application to the County for rezoning from the PDC and I-4 zoning districts to the PDC zoning district (the "Rezoning") pursuant to RZ-2026-HM-00006 (the "Rezoning Application"); and

WHEREAS, the Board is the owner of that certain parcel located in the County between the BDC Summit Parcels and the BDC Reston Parcels and having County Tax Map Number 0173 080002A1 (the "Board Parcel," and together with the BDC Parcels, the "Property"), which Board Parcel includes a surface parking lot and related transit facilities (the "Transit Facilities") serving the Reston Town Center Metrorail Station; and

WHEREAS, BDC and the Board agree that including the Board Parcel in the Rezoning Application may be mutually beneficial for the future redevelopment of the Property, and BDC and Board desire to include the Board Parcel in an alternative development option (the "Alternative Option") for one of the blocks that may include additional housing, commercial development, public open space, and reconfigured Transit Facilities; and

WHEREAS, BDC and the Board desire to enter into this Agreement to set forth their mutual understanding and agreement regarding the addition of the Board Parcel to the Rezoning Application.

NOW, THEREFORE, BDC and the Board, in consideration of the mutual promises set forth in this Agreement, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein.

2. Agreement of Mutual Understanding. The Board agrees to the inclusion by BDC of the Board Parcel in the Rezoning Application subject to the following:

a. BDC, as the applicant under the Rezoning Application, will bear all costs and expenses associated with obtaining the Rezoning, including but not limited to all legal, engineering, surveying, planning, transportation, and consultant costs and expenses.

b. The Board consents to allow Walsh, Colucci, Lubeley & Walsh, P.C., a Virginia Professional Corporation, which is respresenting BDC in the Rezoning Application, to act as the Board's agent in conjunction with the Rezoning Application and represent the Board's interest as fee owner of the Board Parcel. The County Executive may also, as the Board's agent, sign any proffers or other instruments required in connection with the Rezoning Application.

c. BDC and the Board, acting through the Fairfax County Department of Economic Initiatives ("FCDEI"), will coordinate on all aspects of the Rezoning Application impacting the Board Parcel and will cooperate to determine how commitments encumbering the Board Parcel as a result of the proposed Rezoning will be documented through proffers, development conditions, agreements, plats, easements, and other instruments. Any submissions to the County in furtherance of the Rezoning Application which materially affects the the Board Parcel or Alternative Optoin will first be provided to FCDEI for review at least seven (7) business days prior to submission to the County, and FCDEI will provide any comments within such seven (7) business day period. If BDC does not receive comments from FCDEI on or before the expiration of the seven (7) business day period, the submission shall be deemed approved by FCDEI in the form provided to FCDEI.

d. As a part of any Alternative Optoin which includes the Board Parcel, the Board has design approval rights regarding modifications to the transit facilities, including but not limited to the kiss and ride, traffic circulation, and bus bays, and BDC will review proposed replacement transit facilities with Fairfax County Department of Transportation authorities as appropriate.

e. The Board will not be responsible for implementing or fulfulling any obligations associated with the Rezoning Application imposed by proffers, development conditions, or otherwise; any such obligations will not be imposed on the Board Parcel or its owner unless it is conveyed to a non-governmental party.

f. In connection with the Rezoning Application, BDC will sign an Indemnification Agreement, substantially in the form attached hereto as Exhibit 2.

g. The Board's agreement to include the Board Parcel in the Rezoning Application does not suggest that the Board will approve the Rezoning Application, and this Agreement does not obligate the Board to approve the Rezoning Application.

h. Nothing in this Agreement obligates the Board to convey or lease the Board Parcel to BDC or any entity affiliated with BDC, or to otherwise participate in the future redevelopment of the Property. Nothing in this Agreement obligates BDC to purchase or lease the Board Parcel or to implement the Alternative Option in the Rezoning Application. Any agreement between the Board and BDC regarding the conveyance or lease of the Board Parcel shall be set forth in a separate agreement negotiated between the parties.

3. Notice. All communications between the parties pursuant to this Agreement will be directed as follows:

County:	Fairfax County Board of Supervisors 12000 Government Center Parkway Suite 552 Fairfax, VA 22035 Email: jennifer.miller@fairfaxcounty.gov
With a copy to:	Fairfax County Department of Economic Initiatives 12015 Route 50, Suite 510 Fairfax, Virginia 22033 Attn: JoAnne Fiebe Email: JoAnne.Fiebe@fairfaxcounty.gov
BDC:	BDC Reston Summit LLC BDC Reston LLC 4800 Hampden Lane Suite 1200 Bethesda, MD 20814 Attn: _____ Email: _____
With a copy to:	Walsh, Colucci, Lubeley & Walsh, P.C. 2200 Clarendon Boulevard Suite 1300 Arlington, VA 22201 Attn: Andrew A. Painter Email: apainter@thelandlawyers.com

4. Access Agreement. In furtherance of the inclusion of the Board Parcel in the Rezoning Application, an Access Agreement providing BDC access to the Board Parcel for the performance of tests, studies, and other due diligence is attached hereto as Exhibit 1. The terms and provisions of the Access Agreement are separate from this Agreement and, upon execution of the Access Agreement, the terms and provisions of the Access Agreement alone will govern any physical activities by BDC on the Board Parcel.

5. Term. This Agreement will automatically terminate on the earlier to occur of (i) approval of the Rezoning Application by the Board and the expiration of all applicable appeal periods, or (ii) December 31, 2027. Notwithstanding the foregoing, either party may unilaterally terminate this Agreement by delivering

written notice to the other party that the Agreement is terminated. In the event of a termination of this Agreement, neither party shall bear any obligation to reimburse the other party for actions taken in furtherance of the Rezoning Application or this Agreement.

6. Amendments. This Agreement shall not be modified except by the express written consent of all of the Parties..

7. Assignment. BDC may not assign this Agreement without the prior written consent of the Board.

8. Miscellaneous. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. Handwritten signatures to this Agreement transmitted by email (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective.

[signatures on the following page]

IN WITNESS WHEREOF, the following duly authorized signatures of the respective parties are affixed hereto on the date first mentioned above.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____

Name: _____

Title: _____

BDC RESTON SUMMIT LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

BDC RESTON LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT 1

DATE: _____

FAIRFAX COUNTY
ACCESS AGREEMENT
Reston Town Center South Kiss & Ride Facility

THIS ACCESS AGREEMENT ("Agreement") is dated this _____ day of _____, 2026, between BDC Reston Summit LLC, a Virginia limited liability company, BDC Reston, LLC a Virginia limited liability company (collectively "BDC"), and The Board of Supervisors of Fairfax County, Virginia, a body corporate and politic (the "County"). The County is the owner of a parcel within the Hunter Mill District identified as Tax Map No. 0173 08 0002A1, and as further depicted on the attached Exhibit A (the "Property"). The County hereby grants a license (the "License") to BDC and its surveyors, engineers, contractors, consultants, employees, agents, representatives and affiliates (the "Sub-Licensees", and together with BDC, the "Licensee"), to enter upon the Property in order to inspect, investigate, examine and conduct studies, tests, and analyses thereof (the "Due Diligence") in connection with BDC's potential purchase and/or lease of the Property from the County (the "Acquisition Property"). In the course of the Due Diligence, Licensee may make inquiries to third parties, including, without limitation, lenders, contractors, parties to service contracts and municipal, local and other government officials and representatives. The License is subject to revocation by the County if BDC materially breaches any of the conditions set forth herein.

Conditions:

1. Licensee is permitted to come onto the Property for purposes of the Due Diligence from the date hereof through the Termination Date (as defined below), between the hours of 7:00 AM to 5:00 PM. Unless extended by mutual agreement of the parties hereto, this Agreement will expire ____ (___) days after the date of this Agreement (the "Termination Date"); provided, however, that either party hereto may unilaterally extend the Termination Date one time by an additional thirty (30) days upon written notice to the other party hereto prior to the Termination Date.

2. Licensee shall restore the Property to substantially the same condition existing immediately prior to such work, reasonable wear and tear excepted. Any portion of the Property that is damaged by the Licensee through any work carried out by Licensee, shall be returned to its previous condition. However, in no event shall BDC have any obligation to repair or incur any liability arising out of the mere discovery or disclosure of existing conditions on the Property, unless Licensee shall have materially exacerbated any such existing condition, and in such event, only to the extent of such exacerbation, or arising out of the gross negligence, willful misconduct or omissions of any of County's Indemnified Parties (as defined below). This provision will survive the expiration or other termination of this Agreement.

3. Licensee is responsible for compliance with all applicable laws and regulations while exercising its rights found herein.

4. BDC will contact _____ or _____ before each entry by Licensee onto the Property for coordination of Due Diligence activities at the Property.

5. The County shall have the right, at its election, to have a County employee or one of its agents accompany Licensee on the Property during the performance of any Due Diligence activities, provided that if the County declines to have any County employee or agent accompany Licensee, or otherwise fails to timely advise BDC that it elects to have one of its County employees or agents accompany Licensee, Licensee shall not be in breach hereof and shall be permitted to engage in such Due Diligence activities permitted herein.

6. All personal property of the Licensee (including that of its employees, agents, consultants, etc.), in and on the Property, is and will remain at the sole risk of the Licensee.

7. Any equipment used on the Property by the Licensee will be used at the Licensee's sole risk and Licensee shall take whatever steps deemed commercially reasonable to safeguard such property. The County and County's employees and agents will not be responsible or liable for any loss or damage to the Licensee's equipment resulting from any cause whatsoever, including but not limited to: theft, loss, mold, mildew, vandalism, fire, smoke, water, explosions, rodents, insects, Acts of God or terrorism.

8. A. BDC, either on its own behalf or through a Sub-Licensee, shall during the term of this Agreement provide and maintain the following:

   (1) Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than $1,000,000 to protect the Licensee from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

   (2) Commercial General Liability insurance in the amount of $1,000,000 per occurrence/$2,000,000 aggregate, to protect the Licensee, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation in connection with the Due Diligence.

   (3) Owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Licensee. In addition, all mobile equipment used by the Licensee in connection with the Due Diligence will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy.

B. Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

C. All insurance required under this Agreement must be issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

D. Compliance by the Licensee with the requirements of this Section 8 shall not relieve the Licensee of any other requirements under the License.

E. The Licensee will provide a signed Certificate of Insurance prior to entering the Property.

F. BDC will secure and maintain all insurance certificates of its sub-Licensees, which shall be made available to the County on demand.

G. No change, cancellation, or non-renewal shall be made in any insurance coverage without 60 days' written notice to the County. The Licensee shall furnish a new certificate prior to any change or cancellation date.

H. The County must be named as an "Additional Insured" on the General Liability and automobile policies and it will be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess."

I. All insurance policies will contain a waiver of subrogation on behalf of the County as noted hereunder to waive the insurer's rights of recovery to include the Employers Liability portion of the Workers Compensation/Employers Liability coverage.

9. BDC agrees to indemnify and hold harmless the County, its officers and employees (collectively, "County Indemnified Parties"), from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals, arising out of Licensee's Due Diligence at the Property but excluding claims, loss or liabilities arising out of the gross negligence or willful misconduct of, or omissions by, any of County's Indemnified Parties or arising out of the mere discovery or permitted disclosure of existing conditions at the Property unless BDC or any Sub-Licensee shall have materially exacerbated any such existing condition, and in such case, only to the extent of such material exacerbation. The foregoing indemnity shall not impose liability on BDC for speculative, punitive, special, indirect or consequential damages, lost profits or diminution in value of the Property, whether or not foreseeable or advised of the possibility of the same. This provision shall survive the expiration or other termination of this Agreement.

Other Terms:

10. All notices, demands or other communications of any type given by County to BDC, or by BDC to County, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be

void and of no effect unless given in accordance with the provisions of this Section 10. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service requiring proof of delivery, or by electronic mail. Any notices given by electronic mail shall also be given pursuant to another method set forth herein (unless the recipient party specifically waives receipt of duplicate notice). Notices delivered shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

County: Fairfax County Board of Supervisors
12000 Government Center Parkway
Suite 552
Fairfax, VA 22035
Email: jennifer.miller@fairfaxcounty.gov

BDC: BDC Reston Summit LLC
BDC Reston LLC
4800 Hampden Lane
Suite 1200
Bethesda, MD 20814
Attn: _____
Email: _____

With a copy to: Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Boulevard
Suite 1300
Arlington, VA 22201
Attn: H. Mark Goetzman and Timothy Clewell
Email: mgoetzman@thelandlawyers.com
tclewell@thelandlaywers.com

11. The person executing this Agreement on behalf of BDC hereby certifies and warrants to the County that they have the authority to do so and the authority to bind BDC to the terms and conditions in this Agreement. The person executing this Agreement on behalf of the County hereby certifies and warrants to BDC that they have the authority to do so and the authority to bind the County to the terms and conditions in this Agreement.
12. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the Commonwealth of Virginia.

13. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed invalid or unenforceable under applicable law, then the remainder hereof and the application of such a term, covenant, or condition to the person, entity or

circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and the application of such term, covenant, or condition to the person, entity or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. The rights and privileges granted herein shall accrue to the benefit of each of the parties hereto and, in the case of BDC, to any assignee of BDC of this Agreement. It is understood and agreed that this Agreement shall not in any way constitute a purchase and sale agreement or lease nor shall either party be required to enter into a purchase and sale agreement or lease or negotiate, in good faith or otherwise, a purchase and sale agreement, lease or any other definitive written agreement.

14. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. Handwritten signatures to this Agreement transmitted by email (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

[Signatures follow on next page.]

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____

Name: _____

Title: _____

BDC RESTON SUMMIT LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

BDC RESTON LLC,
a Virginia limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT 2

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, (the "Board"), and BDC RESTON SUMMIT LLC, a Virginia limited liability company ("BDC Summit") and BDC RESTON LLC, a Virginia limited liability company ("BDC Reston", and together with BDC Summit, "BDC").

RECITALS

WHEREAS, BDC Summit is the owner of those certain parcels located in Fairfax County, Virginia (the "County") having County Tax Map Numbers 0173 083A0002A and 0173 083A0002B (together, the "BDC Summit Parcels"); and

WHEREAS, BDC Reston is the owner of those certain parcels located in the County having County Tax Map Numbers 0173 08A and 0173 080002A2 (the "BDC Reston Parcels", and together with the BDC Summit Parcels, the "BDC Parcels"); and

WHEREAS, the BDC Parcels are subject to that application to the County for rezoning from the PDC and I-4 zoning districts to the PDC zoning district (the "Rezoning") pursuant to RZ-2026-HM-00006 (the "Rezoning Application"); and

WHEREAS, the Board is the owner of that certain parcel located in the County having County Tax Map Number 0173 080002A1 (the "Board Parcel") which Board Parcel is located between the BDC Summit Parcels and the BDC Reston Parcels; and

WHEREAS, the Board and BDC have agreed to include the Board Parcel

in the Rezoning Application; and

WHEREAS, BDC has proffered, pursuant to the Rezoning Application, to fulfill certain commitments relating to the development [depicted on the Conceptual Development Plan, prepared by _____, and dated _____, 2026, as revised through _____, 2026 (the "CDP")]; and

WHEREAS, after execution of this Agreement, the Board, by its authorized representative, will sign the proffers that have been proposed in connection with the Rezoning Application.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board, the County, and its/their agents, officials, and employees will have no responsibility for implementing or fulfilling the proffered commitments associated with the Rezoning Application or the infrastructure improvements that are proffered to support all or any part of the development depicted on the CDP.

2. BDC must indemnify and hold harmless the Board, the County, and its/their agents, officials, and employees against any and all claims that the Board and/or the County are responsible for implementing or fulfilling the proffered commitments made in connection with the Rezoning Application and/or the infrastructure improvements that are proffered to support all or any part of the development depicted on the CDP.

3. This Agreement is governed by the laws of the Commonwealth of Virginia and is binding upon BDC Summit and BDC Reston, and each of their

successors (including, without limitation, successors-in-interest, and successors-in-title), and assigns.

4. This Agreement may not be amended or modified except by; an agreement in writing by the parties. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such provision must be severed from this Agreement, and all remaining provisions will remain in full force and effect.

5. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement will not be binding upon the parties except to the extent incorporated in this Agreement.

6. The Board and BDC agree that the terms, conditions, and covenants stated in this Agreement are not personal to the Board and/or BDC Summit or BDC Reston but run with the land and are binding upon their heirs, personal representatives, successors (including, without limitation, successors-in-interest, and successors-in-title), and assigns.

7. This Agreement must be recorded among the land records of Fairfax County, Virginia.

8. If the Board conveys the all or substantially all of the Board Parcel to BDC, this Agreement will automatically terminate and be of no further force and effect after the instrument of conveyance is recorded among the land records of Fairfax County, Virginia.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signatures and seals.

BDC RESTON SUMMIT, LLC

_____
By:
Its:

Commonwealth of Virginia
County of Fairfax

The foregoing instrument was acknowledged before me, _____, this _____ day of _____, 2026, by _____, as the _____ of BDC Reston Summit LLC.

_____
Notary Public

My commission expires:_____
Registration Number: _____

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

BDC Reston LLC

_____
By:
Its:

Commonwealth of Virginia
County of Fairfax

The foregoing instrument was acknowledged before me, _____, this _____ day of _____, 2026, by _____, as the _____ of BDC Reston LLC.

_____
Notary Public

My commission expires:_____
Registration Number: _____

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved as to Form:

_____
County Attorney

Executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

_____
By: Bryan J. Hill
Its: County Executive

Commonwealth of Virginia
County of Fairfax

The foregoing instrument was acknowledged before me, _____, this _____ day of _____, 2026, by Bryan J. Hill, County Executive of the County of Fairfax, Virginia.

_____
Notary Public

My commission expires:_____
Registration Number: _____

[END OF SIGNATURES]

Board Agenda Item
September 29, 2026

ACTION – 4

Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Construction of Segments 2A and 2B of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

ISSUE:
Board of Supervisors' (Board) approval of a Project Administration Agreement (PAA), substantially in the form of Attachment 1, with the Virginia Department of Transportation (VDOT) for the construction of Segments 2A and 2B of the Richmond Highway Bus Rapid Transit (RHBRT) project. Board approval is requested via resolution (Attachment 2), which authorizes the County Executive, or designee, to execute the PAA, as well as subsequent amendments, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 2) authorizing the County Executive, or designee, to execute a PAA with VDOT (substantially in the form of Attachment 1), along with subsequent amendments, for the construction of Segments 2A and 2B of the RHBRT project.

TIMING:
Board approval is requested on September 29, 2026, to allow the Fairfax County Department of Transportation (FCDOT) to continue with implementation of third-party agreements required by the Federal Transit Administration (FTA) for the Richmond Highway Bus Rapid Transit project.

BACKGROUND:
Based on recommendations from a Virginia Department of Rail and Public Transportation (DRPT) study, and in coordination with residents, community stakeholders, and partner agencies, FCDOT is advancing the RHBRT project. The goal of the project is to increase transit ridership on the Richmond Highway corridor, which will ultimately support the future extension of Metrorail to Hybla Valley.

As shown in Attachment 3, the RHBRT project is divided into two sections. Section 1 runs along North Kings Highway from the Huntington Metrorail Station to Richmond Highway, and along Richmond Highway to Sherwood Hall Lane. Section 2 extends along Richmond Highway from Sherwood Hall Lane to Belvoir Road at Fort Belvoir.

Within Section 2, VDOT is leading a separate project to widen the portion of Richmond Highway between Sherwood Hall Lane and Jeff Todd Way. As part of schedule mitigation efforts undertaken in 2024, FCDOT and VDOT agreed that VDOT would also construct the RHBRT transitway within Segments 2A and 2B, from Sherwood Hall Lane to Sacramento Drive, in conjunction with their Richmond Highway widening work.

The proposed PAA establishes the roles, responsibilities, and funding arrangements necessary for VDOT to administer construction of the RHBRT transitway within Segments 2A and 2B on behalf of the County. The current cost estimate of this work is $20 million. Under the agreement, VDOT will be responsible for activities including, but not limited to procurement and contract award, construction administration and oversight, construction engineering, testing and inspection, independent quality assurance, and project closeout. The County will continue to provide project oversight and coordination to ensure the work is performed in accordance with the terms of the agreement and to support the overall RHBRT project delivery schedule.

This agreement is one of several required for the RHBRT project to further advance toward the execution of a Full Funding Grant Agreement (FFGA) with the federal government and subsequent federal funding from the FTA.

EQUITY IMPACT:
The RHBRT corridor runs through some of Fairfax County's most diverse and economically vulnerable communities. Hybla Valley, which lies at the center of the project area, is 41.5% Hispanic and 24.6% Black. Additionally, 8.2% of Hybla Valley families live in poverty. The RHBRT project represents a direct, measurable investment in transit equity for residents who have historically had fewer transportation options.

The One Fairfax Policy requires community engagement to be inclusive of diverse races, cultures, and other social statuses, to ensure that outreach overcomes barriers to participation. FCDOT conducted outreach for the RHBRT project, including meetings with community members, civic associations, and homeowner’s associations (HOAs) at different times and through different outreach media, such as virtual meetings, in-person public information meetings, open houses, and corridor pop-ups. This engagement approach reflects the county’s commitment to ensuring residents have a meaningful voice in shaping a project that directly affects daily mobility and transportation options.

The RHBRT project aligns with multiple focus areas of the One Fairfax Policy. Construction of the proposed facility supports Focus Area 2, safely connecting more housing units to multiple modes of transport. Improved walkability advances Focus Area 8’s goal by enhancing the quality of life for everyone in the neighborhood and providing a safe, well-maintained travel route between neighborhoods. The overall goal

of the project aligns with Focus Area 11's guidance to protect existing stable neighborhoods and green spaces and thereby allow residents to access transportation modes that promote employment opportunities, housing, amenities, and services for all. Finally, the project promotes Focus Area 14's goal of providing a multimodal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions based on the principles of sustainability, diversity, and community health.

FISCAL IMPACT:
The total estimated cost associated with this agreement is $20,000,000. Sufficient funding is in Project 2G40-162-000, Route 1 BRT NVTA 70, available in Fund 40010, County and Regional Transportation Systems. There are no General Fund impacts associated with this agreement.

ENCLOSED DOCUMENTS:
Attachment 1: Locally Funded Project Administration Agreement – Richmond Highway Bus Rapid Transit Project, Segments 2A and 2B
Attachment 2: Resolution to Execute an Agreement for the Richmond Highway Bus Rapid Transit (RHBRT) Project
Attachment 3: Project Area Map for the Richmond Highway Bus Rapid Transit (RHBRT) Project

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Yuqing Xiong, Chief, Special Projects Division, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Vanessa Aguayo, Chief, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Senior Assistant County Attorney

VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT
RICHMOND HIGHWAY BUS RAPID TRANSIT PROJECT
SEGMENTS 2A and 2B

Project Number	UPC	Local Government
0001-029-205	TBD	County of Fairfax, Virginia
0001-029-206	TBD	County of Fairfax, Virginia

THIS PROJECT ADMINISTRATION AGREEMENT for Segments 2A and 2B of the Richmond Highway Bus Rapid Transit Project is hereby made and effective the date of the last signature, by and between the County of Fairfax, Virginia (COUNTY), and the Commonwealth of Virginia, Department of Transportation (DEPARTMENT). The DEPARTMENT and the COUNTY are also each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the COUNTY has requested the DEPARTMENT to administer the work required to construct certain improvements for the Segment 2A and 2B of the Richmond Highway Bus Rapid Transit Project (collectively, the Project), within the COUNTY as described in Figure 1 to Appendix C, and the DEPARTMENT has agreed to perform such work; and the COUNTY has agreed to fully fund the Project as set forth in this Agreement; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to pay the costs of the Project; and

WHEREAS, the Parties have concurred with administering the Project in accordance with the program-specific requirements shown in Appendix B, based on the allocated funding for the Project as shown in Appendix A; and

WHEREAS, the COUNTY and the DEPARTMENT executed the Memorandum of Agreement for the Design and Construction for the Project (MOA) on (date), attached hereto as Appendix F, and the Memorandum of Agreement for the Joint Operations and Maintenance Plan for the Project (JOMP Agreement) on (date); and

WHEREAS, the widening of Richmond Highway to accommodate the transitway will be accomplished in two sections: Section 1, from Shields Avenue to Sherwood Hall Lane, and Section 2, from Sherwood Hall Lane to Jeff Todd Way at Fort Belvoir; and

WHEREAS, the widening of Section 1 will be completed by the COUNTY separate from this Agreement; and

WHEREAS, the widening of Segments 2A, 2B, and 2C will be completed by the DEPARTMENT separate from this Agreement; and

WHEREAS, the construction of the transitway in Section 1, Segment 2C, and Segment 2D will be completed by the COUNTY separate from this Agreement; and

WHEREAS, the COUNTY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement, and subsequent amendments, and has demonstrated the COUNTY'S commitment to providing full funding for the Project.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties agree as follows:

A. The DEPARTMENT shall:

1. Implement and complete the Project, endeavoring to do so with the funds set forth in Exhibit A. If that is not possible, the DEPARTMENT will communicate with the COUNTY to reach a resolution on how any additional funding will be provided by the COUNTY, or cuts to the Project will be made.

   Contingency is defined as the dollar amount set aside in excess of the DEPARTMENT's estimated costs for the project to pay for both anticipated and unanticipated changes in Project costs. The DEPARTMENT shall keep the COUNTY informed of the status of contingency funds and notify the COUNTY when remaining contingency is anticipated to be insufficient to cover future Project costs. For any change order that would result in costs exceeding the allocated contingency, the DEPARTMENT shall coordinate with the COUNTY prior to proceeding.

2. Complete the work of the Project in accordance with section A(1), advancing such diligently as all weather, local, and other conditions permit and in conformance to the schedule established by the Parties, in accordance with the most recent version of the VDOT Road and Bridge Specifications, which schedule shall be adjusted as needed to address impacts to the performance of the work beyond the control of the DEPARTMENT.

3. Provide all necessary contract administration, procurement, construction supervision, and administrative services for the Project. The DEPARTMENT shall be solely responsible for the competitive selection, award, and administration of all professional and consultant services, as well as those construction contracts necessary for the completion of the Project, except consultant design services for the BRT lane construction which shall be provided by the County. All contracts shall comply with the requirements set forth in this Agreement and all applicable state and federal procurement requirements. Further, for elements of the construction related to Bus Rapid Transit (BRT) facilities, the DEPARTMENT shall incorporate corresponding FTA quality requirements into the Quality Management Plan for incorporation into the project.

   The DEPARTMENT acknowledges that third-party or stakeholder-requested work, sometimes referred to as "betterments" or Concurrent Non-Project Activities (CNPAs), may be performed in conjunction with the Project where such

work can be completed efficiently as part of the Project construction. Such work shall not be funded with Project funds identified in Appendix A and shall be the responsibility of the requesting entity.

4. For procurements the DEPARTMENT is conducting on the Project, the COUNTY will: a) be given the opportunity to review and provide comments on the procurement documents prepared by the DEPARTMENT; b) promptly provide the necessary resources to conduct such reviews; c) receive and maintain copies of all executed contracts and procurement documents, to include, but not be limited to, price/cost analyses, so that the COUNTY can readily produce them; d) for all documents submitted to the COUNTY by the DEPARTMENT for response, the COUNTY will abide by the Road and Bridge Specifications timeframes and e) be provided with a copy of all executed change orders issued by the DEPARTMENT, including any request for change order documents, the DEPARTMENT's independent cost estimates, and contractor's cost proposals.

5. Provided that the COUNTY provides adequate funding to do so, pay all fees necessary for the completion of the Project, including, but not limited to, utility connection fees, communication installation fees, and all fees associated with the permitting and installation of the equipment and infrastructure for the Project that are not otherwise paid for by the owner of such utilities, equipment, and infrastructure. The payment of such fees shall be reimbursed by the COUNTY in accordance with Subsection A.17 of this Agreement. The COUNTY will notify the DEPARTMENT if there is not adequate funding for reimbursement before the DEPARTMENT asks for the work that gives rise to this cost or makes these payments.

6. Provide to the COUNTY copies of, or access to, all major deliverables and project management documents related to procurement, construction, budget, schedule, risk management, and other Project management documents, reports, and deliverables for the Project.

7. Provide the COUNTY with access to the project in the Project Management Information System (i.e., Procore, SharePoint, etc.) being utilized by the DEPARTMENT for this Project, in order that the COUNTY is able to download but not modify all Project documents.

8. Provide or make available to the COUNTY, upon Project completion, a complete hardcopy set of full-sized reproducible colorized record drawings, which delineate the maintenance responsibilities for the DEPARTMENT and the COUNTY, as required by the JOMP Agreement. Electronic copies will also be provided if requested.

9. Retain and make available for audit all records and accounts related to the Project for all time periods required by the Virginia Public Records Act, the DEPARTMENT's applicable record retention schedule, and any other applicable law.

10. Communicate, in good faith, with the COUNTY regarding the status of the Project, including, but not limited to, providing such documents, updates, and information required in this Agreement.

11. Ensure the COUNTY is included as an invitee to all Project meetings and activities.

12. Ensure that the performance of the obligations hereunder is in accordance with all funding source requirements included in Appendices A and B, and all applicable state and federal laws.

13. Ensure that the DEPARTMENT is performing the work in accordance with the COUNTY's Quality Management Plan noted in Appendix D.

14. Designate a project manager who will coordinate the DEPARTMENT's participation with the COUNTY, communicate on behalf of the DEPARTMENT with the COUNTY, and serve as the central point of contact for the DEPARTMENT with regard to the Project.

15. Perform or have performed and remit all payments for all services necessary for the DEPARTMENT to perform its obligations under this Agreement.

16. Provide the COUNTY with a cost-loaded payment schedule for the Project's estimated costs in accordance with the tabulation provided in Appendix A.

17. Submit invoices to the COUNTY on a minimum quarterly basis, including the reimbursement package paid to the contractor for review. The reimbursement package shall include a detailed breakdown of the costs reimbursed to the contractor, any required supporting information to substantiate the reimbursement, an updated monthly spending forecast or the contractor's cash flow curve, and a certification by the Department that all expenditures the requirements of this Agreement. The COUNTY shall review the reimbursement package and contact the DEPARTMENT in writing if the COUNTY requires additional supporting or corrected information.

18. Notwithstanding Subsection A.1 above and the conditions stated in Appendix C, notify the COUNTY of additional Project Management expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing activities associated with those unanticipated circumstances.

19. Upon completion of the Project, reconcile COUNTY payments (based on COUNTY's estimated share of costs) against actual Project costs and reimburse the COUNTY for any overpayments by the COUNTY or remit an invoice to COUNTY for any underpayment or amounts still owed by the COUNTY.

20. Notify the COUNTY of any individual change or multiple changes to the Project that will increase or decrease the contract price or contract duration per the requirement in Appendix C. All contract cost increases must be submitted to the

COUNTY with all supporting documentation for reconciliation, and to ensure adequate funds are available.

21. If a change is required by the COUNTY, the COUNTY will provide a written request to the DEPARTMENT. The DEPARTMENT shall review the request and provide a written response within seven (7) business days of receipt.

22. Provide a minimum 30-day notice of the Project's substantial completion to the COUNTY and schedule a substantial completion walk-through with the COUNTY. The COUNTY will provide a punch list to the DEPARTMENT within seven (7) calendar days after the substantial completion walk-through. The DEPARTMENT shall promptly begin work on the punch list items to be completed or corrected, and all items must be completed or corrected within thirty (30) days of receipt of the punch list from the COUNTY if possible.

23. Ensure that the DEPARTMENT's contractors and first tier subcontractors maintain surety bonds (or other project security) and insurance in amounts and with coverages that the DEPARTMENT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name the COUNTY and its members, officers, employees as additional insureds on any such insurance policy, and present the COUNTY with satisfactory evidence thereof before any work on the Project commences.

24. To the extent that Virginia law prohibits the DEPARTMENT's compliance with any requirements set forth in this Agreement or other documents incorporated or referenced in this Agreement, the DEPARTMENT shall communicate with the COUNTY, and meet with FTA and the COUNTY if necessary, to find an amicable and lawful resolution to prevent or overcome such conflict.

25. Assist the COUNTY with its monthly FTA Reporting Requirements by helping to provide the information required by the FTA, if such information is readily available to the DEPARTMENT, which is included in Appendix E.

B. The COUNTY shall:

1. If applicable and consistent with Appendix A, remit payments to the DEPARTMENT within ninety (90) days of the date an acceptable invoice is submitted, as determined by the COUNTY.

2. Designate a project manager who will coordinate the COUNTY's participation with the DEPARTMENT, communicate on behalf of the COUNTY with the DEPARTMENT, and serve as the central point of contact for the COUNTY with regard to the Project.

C. The Parties agree to work in good faith to enter into any amendments to this Agreement, as may be necessary, to effectuate the terms of this Agreement and to ensure the effective operation and maintenance of the Project.

D. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of the funds agreed upon in this Agreement. State and federal funding

for the Project is limited to those identified in Appendix A of this Agreement and is allocable only upon COUNTY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is expected to exceed the allocation shown in Appendix A, the DEPARTMENT shall promptly notify the COUNTY. The COUNTY shall be responsible for providing any additional funding necessary to complete the Project or for directing modifications to the Project scope to remain within available funding.

E. Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, including by messenger or a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or upon receipt, if mailed. A Party may change its address for receipt of notices by service of notice of such change in accordance herewith.

If to the DEPARTMENT:

Bill Cuttler, P.E.
Northern Virginia District Engineer
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030
Phone: (540) 829-7511
Email: william.cuttler@vdot.virginia.gov

With a copy to:

Office of the Attorney General
Attn: Transportation and Construction Section Chief
202 N. 9th Street
Richmond, Virginia 23219

If to the COUNTY:

Gregg L. Steverson, P.E., PTOE
Director, Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
Phone: (703) 877-5675
Email: gregg.steverson@fairfaxcounty.gov

With a copy to:

Fairfax County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035
(703) 324-2421

F. The Parties represent that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity, and the Parties agree that the DEPARTMENT will not request the Office of the Attorney General of Virginia to, and the COUNTY will not, bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or

violation of the terms of this Agreement. Nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

G. No provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. This Agreement constitutes the entire agreement between the Parties for the Project as defined herein.

H. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or DEPARTMENT's sovereign immunity.

I. Should the Project be canceled due to action or inaction by the COUNTY, the COUNTY shall be responsible for reimbursement of all funds in accordance with Va. Code § 33.2-214. The COUNTY will also be responsible for any costs associated with claims and liabilities associated with the early termination of any construction contract(s) or improvement(s) issued pursuant to this Agreement and shall promptly reimburse the DEPARTMENT for all costs incurred or expended by it in connection with the Project.

J. Either Party may terminate this Agreement upon 120 days' advance written notice to the other Party. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT within 120 days, subject to the limitations established in this Agreement.

K. The COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.

L. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.

M. This Agreement may be modified in writing only upon mutual agreement of the Parties; provided, however, that updates to Appendices A, B, C, D, E and F may be agreed upon by the County Executive of Fairfax County and the DEPARTMENT's Northern Virginia District Engineer.

N. In the event of a conflict between the terms and conditions included in this Agreement and the terms and conditions included in the MOA, this Agreement shall control, but only to the extent that such terms expressly conflict.

O. Any disputes arising under this Agreement shall be resolved in accordance with the process set forth in Article 5 of the MOA.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF FAIRFAX, VIRGINIA

Signature Date
Bryan J. Hill
County Executive

NOTE: The official signing for the COUNTY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION

Signature Date

Stephen C. Brich, P.E.
Commissioner of Highways

Attachments:

Appendix A: Project Funding Sources
Appendix B: Special Funding Program Conditions and Requirements
Appendix C: Detailed Scope of Services
Appendix D: Quality Management Plan
Appendix E: FTA Monthly Reporting Information
Appendix F: Memorandum of Agreement for the Design and Construction of the Richmond Highway Bus Rapid Transit Project

VDOT Administered Agreement
Appendix A – Project Funding Sources

Date: _____

VDOT Administered, Locally Funded Appendix A

Project Number: UPC: TBD CFDA# TBD Locality: Fairfax County

Project Location ZIP+4: 22309-1913	Locality UEI #: W2ZUFMBDM378	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, Virginia 22033-2867

Project Narrative

Work: Construct Richmond Highway Bus Rapid Transit, Section 2A

From: 0.182 Miles east of intersection of Frye Road

To: Sherwood Hall Lane

Locality Project Manager Contact info: Ajmal Hamidi (703) 877-5828 ajmal.hamidi@fairfaxcounty.gov

Department Project Manager Contact Info: Denise Cantwell (703) 259-2525 Denise.Cantwell@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$0
Right of Way & Utilities	$0
Construction	$12,000,000
Total Estimated Cost	$12,000,000

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering				
Total PE				
Right of Way & Utilities				
Total RW				
Construction	$12,000,000	Local Funds (NVTA)	100%	$12,000,000
Total CN	$12,000,000			
Total Estimated Cost	$12,000,000			$12,000,000

Total Maximum Reimbursement / Payment by Locality to VDOT	$12,000,000

Project Financing

RSTP	CMAQ	Local Funds (NVTA)	Local Funds	SMART SCALE	Aggregate Allocations
		$12,000,000			$12,000,000

Payment Schedule

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $12,000,000.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $0 for this project as of (Date).
- VDOT has received $0 from the LOCALITY for this project as of (Date).
- VDOT will bill the LOCALITY quarterly based on eligible project expenditures. The LOCALITY shall submit payment to VDOT no later than 90 days after receipt of VDOT's invoice.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

Date: _____

VDOT Administered, Locally Funded Appendix A

Project Number: UPC: TBD CFDA# 20.205 (?) Locality: Fairfax County

Project Location ZIP+4: 22309-1913	Locality UEI #: W2ZUFMBDM378	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, Virginia 22033-2867

Project Narrative

Work	Construct Richmond Highway Bus Rapid Transit Section 2B
From:	0.081 miles east of intersection of Cooper Road
To:	0.182 Miles east of intersection of Frye Road
Locality Project Manager Contact info:	Ajmal Hamidi (703) 877-5828 ajmal.hamidi@fairfaxcounty.gov
Department Project Manager Contact Info:	Denise Cantwell (703) 259-2525 Denise.Cantwell@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	$0
Right of Way & Utilities	$0
Construction	$8,000,000
Total Estimated Cost	$8,000,000

Project Cost

Phase	Project Allocations	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering				
Total PE				
Right of Way & Utilities				
Total RW				
Construction	$8,000,000	Local Funds (NVTA)	100%	$8,000,000
Total CN	$8,000,000			
Total Estimated Cost	$8,000,000			$8,000,000

Total Maximum Reimbursement / Payment by Locality to VDOT	$8,000,000

Project Financing

RSTP	CMAQ	Local Funds (NVTA)	Local Funds	SMART SCALE	Aggregate Allocations
		$8,000,000			$8,000,000

Payment Schedule

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of $8,000,000.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY $0 for this project as of (Date).
- VDOT has received $0 from the LOCALITY for this project as of (Date).
- VDOT will bill the LOCALITY quarterly based on eligible project expenditures. The LOCALITY shall submit payment to VDOT no later than 90 days after receipt of VDOT's invoice.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

Authorized VDOT Official and Date

VDOT Administered Agreement
Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0001-029-205	TBD	County of Fairfax, Virginia
0001-029-206	TBD	County of Fairfax, Virginia

Smart Scale
Administration of the Project, including but not limited to the Project estimate, schedule, and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB) most current Policy for Implementation of the SMART SCALE Project Prioritization Process, the applicable requirements of the Code of Virginia, and the DEPARTMENT's applicable Instructional and Informational Memoranda.

Without limiting the foregoing, this Project has been selected through the Smart Scale application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current Policy for Implementation of a Project Prioritization Process arise. Pursuant to the CTB's Policy for Implementation of a Project Prioritization Process, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

The Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the COUNTY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program
The Project shall be administered in accordance with the DEPARTMENT's most current Transportation Alternatives Program Guide.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The COUNTY is responsible Project Number UPC Local Government 0007-029-637 123833 Fairfax County for implementing any environmental commitments resulting from the environmental studies. In addition, the COUNTY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. The DEPARTMENT's estimated cost for the environmental studies and submissions will be provided to the COUNTY and deducted from the Project funds.

Regional Surface Transportation Program
Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality
Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing
The Project shall be administered in accordance with the DEPARTMENT's most current Revenue Sharing Program Guidelines.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds is expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair Bridge
Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's State of Good Repair Program Prioritization Process Methodology, the Code of Virginia, and the DEPARTMENT's Instructional and Informational Memoranda.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the COUNTY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

The Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair Paving
Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's State of Good Repair Program Prioritization Process Methodology, the Code of Virginia, and the DEPARTMENT's Instructional and Informational Memoranda.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the COUNTY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

The Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access
The Project shall be administered in accordance with the DEPARTMENT's most current Economic Development Access Program Guide.

Airport Access
The Project shall be administered in accordance with the DEPARTMENT's most current Airport Access Program Guide.

Recreational Access
The Project shall be administered in accordance with the DEPARTMENT's most current Recreational Access Program Guide.

Highway Safety Improvement Program
The project is funded with federal-aid Highway Safety Improvement Program funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds
All local funds included in Appendix A have been formally committed by the COUNTY board or council, subject to appropriation.

_____
Authorized County Official Signature and Date

_____
Printed Name of County Official

VDOT Administered Projects
Appendix C – Detailed Scope of Services

Project Number	UPC	Local Government
0001-029-205	TBD	County of Fairfax, Virginia
0001-029-206	TBD	County of Fairfax, Virginia

Detailed Project Scope of Services

The DEPARTMENT has agreed to complete the construction of the Bus Rapid Transit Lanes between Sacramento Drive and Sherwood Hall Lane. This Project is being performed in conjunction with a separate project to widen Richmond Highway (Route 1) between Jeff Todd Way and Sherwood Hall Lane as indicated on Figure 1 on the following page and as detailed in the final design drawings accepted by the DEPARTMENT, which differentiates the DEPARTMENT's and the COUNTY's scope of work for the construction of the Project by color. The DEPARTMENT agrees that all change orders to the Project that will increase or decrease the contract price or contract duration must be submitted to and reviewed with the COUNTY on a monthly basis. Any change orders increasing or decreasing the contract price in excess of $50,000 must be submitted to the COUNTY for review prior to the DEPARTMENT's approval of the change, and in accordance with Subsection A.16. Furthermore, the DEPARTMENT herein agrees to perform the following, subject to the terms and conditions set forth in the Agreement to which this is attached:

- Acquisition of all necessary right-of-way required to complete the project
- Compilation of the bid proposal package
- Bid proposal biddability review
- Administration and advertisement of the proposal
- Administration of bidder questions
- Receipt of bids
- Administration of Contract award
- Administration and oversight of construction
- Construction engineering testing and inspection services, will follow the Project's Quality Management Plan, included as Appendix D.
- Independent Quality Assurance
- Construction project close-out

Authorized County Official Signature and Date	**Authorized VDOT Official Signature and Date**
Printed Name of County Official	**Printed Name of VDOT Official**
Title of County Official	**Title of VDOT Official**

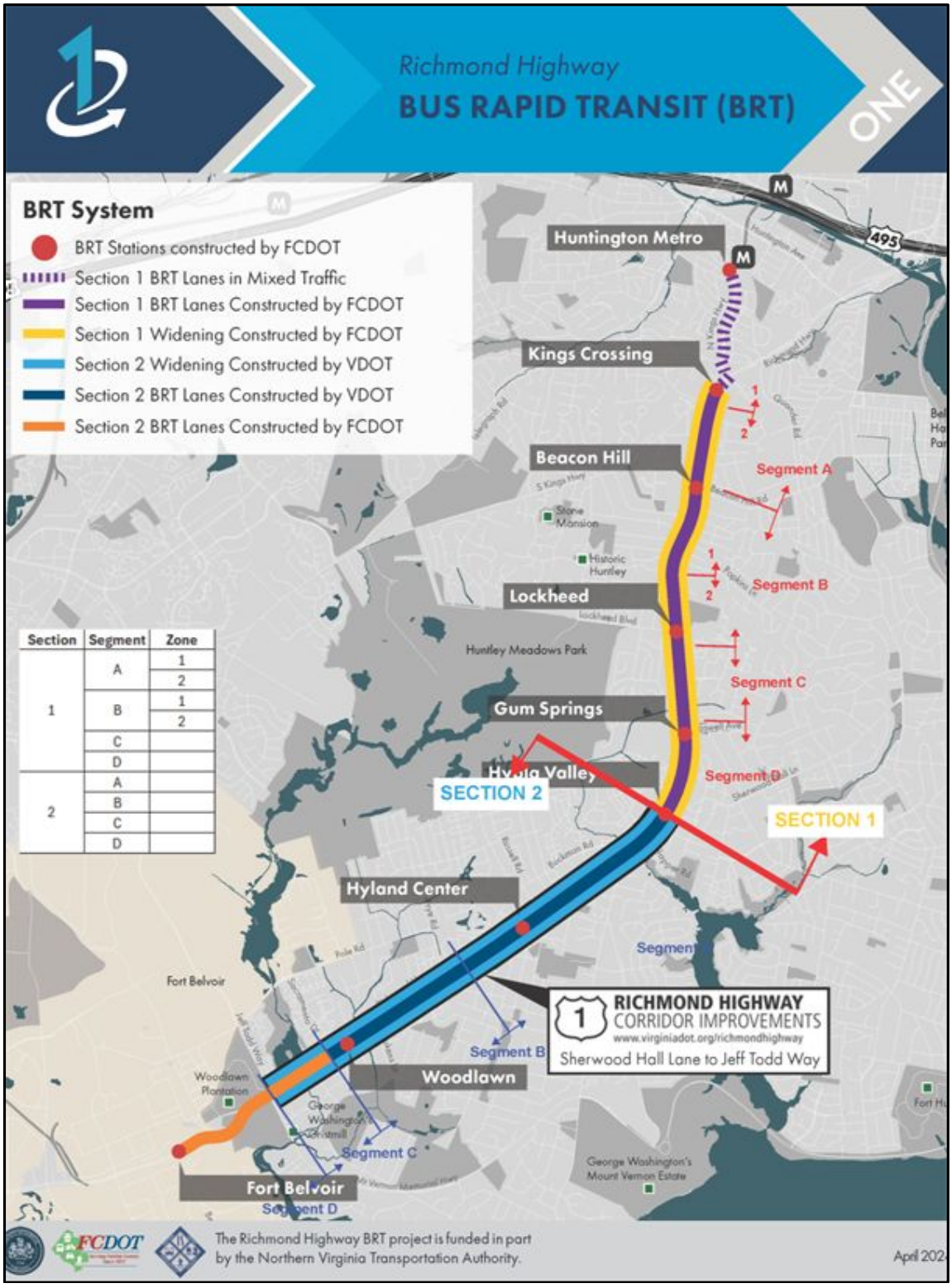


Figure 1: The project limits for the portion of the Project being constructed by the DEPARTMENT under this Agreement include the portions of the above drawing indicated as "Section 2 BRT Lanes Constructed by VDOT" between Sacramento Drive and Sherwood Hall Lane, indicated by the dark blue line.

VDOT Administered Projects
Appendix D – Quality Management Plan

Project Number	UPC	Local Government
0001-029-205	TBD	County of Fairfax, Virginia
0001-029-206	TBD	County of Fairfax, Virginia

The DEPARTMENT will perform the work of the Project in accordance with the COUNTY's Quality Management Plan (QMP. This draft QMP is attached and final QMP will be provided after FTA approval.

Fairfax County Department of Transportation

Richmond Highway Bus Rapid Transit

QUALITY MANAGEMENT PLAN

for

Version 0.9

July 2026

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REVISION INDEX

Rev. #	Description	Issue Date
0.0	New Document	August 2022
0.1	Revised Document	November 2022
0.2	Revised Document	February 2023
0.3	Revised Document	March 2023
0.4	Submitted for Approval	June 2023
0.5	Engineering 90-day revisions	September 2024
0.6	Updates based on PMOC coordination	March 2025
0.7	Focus on Assurance Activities, Modify Quality Structure. Sent to PMOC For review	August 2025
0.8	Update based on discussions with PMOC, submitted for FCDOT review.	April 2026
0.9	Draft for PMOC review	July 2026

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QUALITY MANAGEMENT PLAN (QMP) REVIEW & APPROVALS PAGE

QMP Revision	0.9
QMP Revision Date	[Pending PMOC Review]
FCDOT Director	Gregg Steverson, PE, PTOE

QMP Originator FCDOT Independent Quality Assurance Manager (IQAM)	Paul Elman, PE	Date of Signature	Sign Here
FCDOT Senior Transportation Planner	Yuqing Xiong	Date of Signature	Sign Here
FCDOT Project Manager	Vanessa Aguayo T., PE	Date of Signature	Sign Here
FCDOT Capital Projects, Active Transportation, and Traffic Engineering Division Chief	Eric Teitelman, PE	Date of Signature	Sign Here
FCDOT Director	Gregg Steverson, PE, PTOE	Date of Signature	Sign Here

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ACRONYMS

The following acronyms are used within this document or in documents referenced within this Quality Management Plan.

BRT	Bus Rapid Transit
BOA	Basic Ordering Agreement
FCDOT	Fairfax County Department of Transportation
FTA	Federal Transit Administration
IQAM	Independent Quality Assurance Manager
OP	Operating Procedures
PMC	Program Management Consultant
PMP	Project Management Plan
PMOC	Program Management Oversight Contractor
QA	Quality Assurance
QC	Quality Control
QCM	Quality Control Manager
QMP	Quality Management Plan
QCR	Quality Control Reviewer
RP	Responsible Professional
VDOT	Virginia Department of Transportation

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Project Quality Objective

The project quality objective is that the Richmond Highway Bus Rapid Transit Project (Project) is planned and conducted to meet Federal Transit Administration (FTA) requirements and industry standards for quality under the purview of an effective quality program. The Quality Management Plan (QMP) defines goals and objectives, specifies quality related activities and indicators, and assigns responsibilities for meeting and carrying out those objectives and activities. The QMP provides the framework for assuring the quality of products and services through all phases of the program, including design, procurement, construction, installation, testing, and acceptance.

The QMP and associated quality procedures will apply to all project-related work such that it meets the required quality control and assurance standards established by FTA. Additionally, the QMP will:

- Address program objectives at various points in the project lifecycle related to activities associated with design, document control, procurement, construction, start-up, and operations as required
- Establish compliant quality policies, procedures, training, and documentation for all Project staff and to demonstrate compliance with QMP elements throughout the Project

Project Management will distribute copies of the QMP to all Project team members who must comply with the production, review process, and quality procedures described herein. Each Project team member must understand the project objectives, apply sound principles, and produce work that meets industry standards.

Project Description

The Project will operate in a dedicated (semi-exclusive) transit guideway in the median of Richmond Highway for 6.7 miles and in mixed traffic for the 0.7-mile segment on North Kings Highway. The Project includes construction of new BRT-dedicated lanes in the median of the roadway, nine BRT stations, streetscape and intersection improvements, construction of sidewalks and bicycle facilities, and the modification of an existing maintenance facility for the BRT vehicles. The northern section of the Project (referred to as Section 1) extends for 3.6 miles from the Huntington Metro station to Hybla Valley; the southern section (Section 2) extends 3.8 miles from Hybla Valley along Richmond Highway to Fort Belvoir.

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1. MANAGEMENT RESPONSIBILITY

The quality management team is committed to providing a high level of quality for the Richmond Highway Bus Rapid Transit Project (Project). This section describes staff organization and responsibilities for quality activities in more detail.

1.1 Purpose

This section identifies the responsibility for developing, approving and implementing procedures for executing the Quality Management Plan (QMP) and satisfying project quality objectives. The QMP provides the framework for quality management of the Project, detailing specific objectives and procedures where appropriate. This QMP establishes requirements for the development, preparation, verification, and implementation of program and design documents, and for all activities that support the ultimate delivery of the Project. The QMP is prepared for Fairfax County Department of Transportation (FCDOT) by the Independent Quality Assurance Manager (IQAM).

1.2 Scope

Several government agencies, consultants, and contractors comprise the Project staff, as described in the Project's Project Management Plan (PMP), and includes staff from:

- FCDOT
- Virgina Department of Transportation (VDOT)
- Project Management Consultant (PMC)
- Independent Assurance / Verification Sampling & Testing (IQAVS&T) Contractor
- Other consultants and contractors

The PMP defines the organizational approach, including the organizational structure and position descriptions. The project organization is structured to meet the project's unique requirements. The PMP is maintained in the document control system. The QMP is a subplan of the PMP.

Each organization is responsible for achieving its own quality. However, FCDOT will maintain quality assurance (QA) oversight capability to ensure that the QMS and supporting plans/procedures are working and being implemented accordingly at the agency itself and within consultant, contractor, and supplier organizations. Section 1.3, Responsibilities defines the interrelation of each organization's QA/QC Plan and this QMP in the execution of the Project's quality program.

The Project quality program is structured and functions in such a manner that:

- QC is achieved and maintained by those who have been assigned responsibility for performing the work.
- People or organizations charged to verify quality are not directly responsible for performing the work.
- The organization responsible for QA/QC has the authority, access to work areas, and organizational freedom to the following: identify QC problems, verify the implementation of solutions, and verify that further processing, delivery, or installation is controlled until proper disposition of a deficiency, nonconformance, or unsatisfactory condition has occurred.
- Quality verification functions will report to a level of management that provides sufficient authority and leverage to verify appropriate action is taken to resolve conditions adverse to quality.

- FCDOT, the IQAM, and management of the organizations implementing the project QA/QC plans will assess the adequacy and effectiveness of the quality program annually.
- Audits performed by the IQAM will assess conformance to the plans.

1.3 Responsibilities

The responsibility for and commitment to quality begins with FCDOT Leadership, which includes the FCDOT Director and FCDOT Deputy Director. The FCDOT Director has delegated the responsibility for establishing and implementing the QMP for the Project to the IQAM. All FCDOT project staff have an expectation of upholding quality standards as it pertains to their scope of work. Figure 1 shows an organization chart for project quality. The full project organization chart is included in the PMP.

1.3.1 FCDOT Director

The FCDOT Director is the public official responsible and accountable for implementing the project per federal and state requirements using sound management practices. Related to the project, the FCDOT Director reports administratively to the BRT Executive Committee, which reports to the Fairfax County Board of Supervisors. The FCDOT Director has delegated the responsibility for establishing and implementing the QMP for the Project to the IQAM. The FCDOT Director is responsible for approving the QMP.

1.3.2 FCDOT Deputy Director

The FCDOT Deputy Director is assisting the FCDOT Director to oversee the Project. The FCDOT Deputy Director may fulfill Project responsibilities of the FCDOT Director as delegated by the FCDOT Director, including oversight of the Project quality program and coordination with the IQAM.

1.3.3 Independent Quality Assurance Manager (IQAM)

The IQAM reports directly to the FCDOT Director and is responsible for the development and implementation of the QMP. This includes administration of the QMP, training staff in implementing the QMP, monitoring compliance and evaluating the effectiveness of staff in implementing QMP, and conducting Quality Audits of consultants, suppliers, internal processes/procedures, contractors, and others providing professional services to the Project.

IQAM monitors the responsibilities of consultants, contractors, and suppliers pertaining to quality management and quality systems. The IQAM reviews the consultants' and contractors' QA/QC plans for conformance with the QMP and the FTA's Quality Management System Guidelines (2019). All consultants and contractors for the Project have direct responsibility for QA/QC activities as they pertain to the scope requirements within each contract. The IQAM will conduct reviews of project-specific QA/QC plans according to the RHBRT Project-Specific QA/QC Plan Review procedure.

The IQAM verifies that the program staff including FCDOT, PMC and all consultants and contractors involved in the Project conform to the requirements for quality assurance contained in this QMP. The IQAM will be responsible for updates to the QMP as the project progresses through design into construction and operations. The IQAM will verify that all Project entities schedule trainings, coordinate audit activities Project-wide, and establish and maintain accurate quality records.

The IQAM will perform ongoing audits (both scheduled and unscheduled) of the Project process and procedures, detailed in Chapter 14.

The organizational chart in Figure 1 demonstrates that the IQAM reports directly to the FCDOT Leadership.

1.3.4 Project Management Consultant (PMC)

The PMC, led by STV Inc. and RK&K, provides project management, design and specification, and construction management services to FCDOT in delivery of the Project. The PMC's detailed scope of work is available in contract and/or plan of work documents.

The PMC will develop and maintain a project-specific quality assurance and quality control (QA/QC) plan that incorporates the requirements of this QMP and the FTA's QMS guidelines. The PMC QA/QC plan must identify the quality manager who has the responsibility to initiate action to prevent quality problems, to identify and record quality problems, to initiate solutions through appropriate channels, and to verify implementation of solutions to quality problems. The quality manager must be functionally independent of those having direct responsibility for the work being performed.

The PMC is providing both design and construction services. Each phase has distinct and unique needs. PMC will be providing quality control inspection and testing during construction.

The IQAM will provide oversight for the development and implementation of the PMC QA/QC plan(s), including plan approval and audits.

1.3.5 Independent Quality Assurance/Verification Sampling & Testing (IQAVS&T) Contractor

The IQAVS&T Contractor will perform independent inspections and material testing during construction, supporting quality assurance during construction. The Project has not yet procured the IQAVS&T Contractor. The contract scope of work will be available upon notice to proceed.

The IQAVS&T Contractor will develop and maintain a project-specific quality assurance and quality control (QA/QC) plan that incorporates the requirements of this QMP and the FTA's QMS guidelines. The IQAVS&T Contractor QA/QC plan must identify the quality manager who has the responsibility to initiate action to prevent quality problems, to identify and record quality problems, to initiate solutions through appropriate channels, and to verify implementation of solutions to quality problems. The quality assurance manager must be functionally independent of those having direct responsibility for the work being performed.

The IQAM will provide oversight for the development and implementation of the IQAVS&T Contractor QA/QC Plan, including plan approval and audits.

1.3.6 Construction Contractor

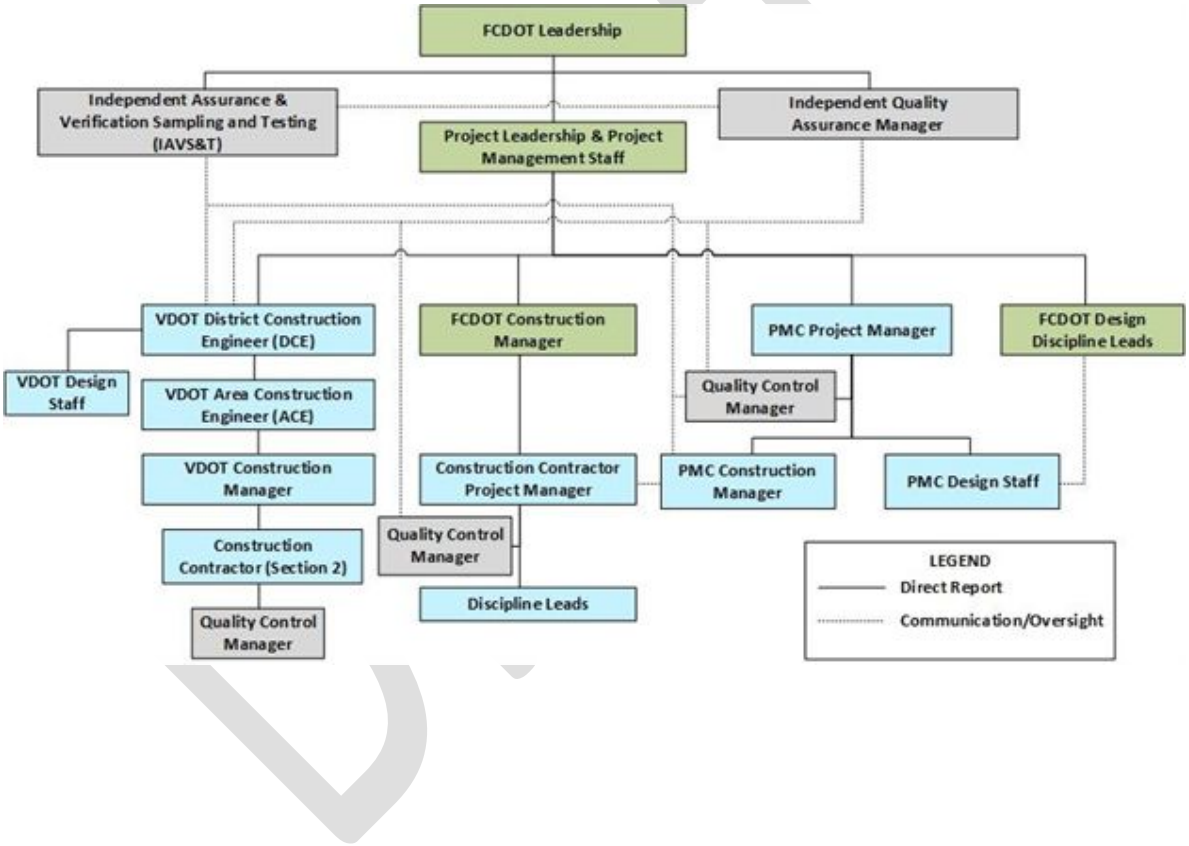
The Construction Contractor develops and maintains a project-specific quality assurance and quality control (QA/QC) plan that incorporates the requirements of this QMP and the FTA's QMS guidelines. The Construction Contractor's plan must identify the quality manager who has the responsibility to initiate action to prevent quality problems, to identify and record quality problems, to initiate solutions through appropriate channels, and to verify implementation of solutions to quality problems. The quality assurance manager must be functionally independent of those having direct responsibility for the work being performed.

The IQAM will provide oversight for the development and implementation of the IQAVS&T Contractor QA/QC Plan, including plan approval and audits.

1.3.7 Virginia Department of Transportation (VDOT)

VDOT will follow VDOT Road and Bridge Specifications Manual (most recent version available unless otherwise noted in the approved plan sheets) for quality procedures during construction for the scope of work to construct the widening of Richmond Highway in Section 2 and the BRT lanes in segments A, B, and C of Section 2. The Nonconformance and Corrective Action procedures developed for the Project (as defined in this QMP) will also apply to VDOT. These two elements are not specified in other VDOT specifications.

Figure 1: Project Quality Organization Chart (Outlining Contractual Quality Management)



2. QUALITY MANAGEMENT SYSTEM

The Project's quality management system (QMS) has been developed per requirements from the Project and FTA's QA/QC guidelines. The QMS includes the following:

- The Project Management Plan (PMP);
- The Project Quality Management Plan (QMP);
- The Project Construction Quality Procedures (CQP);
- Quality requirements;
- Quality documentation;
- Inspection and testing procedures;
- Quality audit procedures (refer to Section 14);
- Quality records (refer to Section 13);
- Nonconformance and corrective action procedures;
- Consultant and Contractor QA/QC plans; and
- Training procedures (refer to Section 15).

2.1 Purpose

This section describes the QMS requirements for FCDOT transit projects and assigns responsibility for developing, approving, and implementing quality procedures for the Project.

2.2 Scope

These QMS requirements apply to all project staff, consultants, and contractors who perform activities that affect quality**.**

Consultants, contractors, and other contracted entities must develop a project-specific QA/QC plan, conforming to the FTA's requirements & guidelines and additional requirements as determined by their individual contracts, and submit to the IQAM for review and acceptance. Project staff must use the appropriate project forms, where applicable, to document and monitor the quality of work. Documented procedures must include the purpose and scope of each activity; identify the responsible actors; reference the applicable codes, standards or specifications; and identify the quality records that result from the described activity.

FCDOT may enter into cooperative agreements during the project lifetime with other government agencies to perform specific functions and activities for the Project. Generally, the oversight of these agencies will occur through regular meetings with agency staff and periodic site visits. Where these agencies produce specific products, FCDOT or one of its consultants will review the product. Agreements are developed between the FCDOT and partner agencies to identify scopes of work and each party's responsibility for quality.

2.3 Quality Improvement and QMP Updates

Quality improvement involves identifying opportunities for improvement of the QMS for the services rendered by all entities for the Project.

The QMS should be evaluated for effectiveness, based on IQAM continuous feedback, internal or external audit results, comments received on deliverables, and other issues that may be identified during the annual review of the QMS.

The QMS will be updated to improve the system as necessary throughout the Project delivery to reflect any changes determined necessary.

Managers participate in quality improvement through discussions of quality issues during monthly discipline coordination meetings. Best practices are identified during those meetings, incorporated into the QMS, and distributed to the project team.

2.4 Standards and Reference Materials

This QMP has been prepared based on quality standards and reference materials, including the following:

- FTA Quality Management System Guidelines (October 2019 Edition)
- FTA Oversight Procedure 24 – Quality Assurance/ Quality Control Review
- Project Management Plan (PMP)
- Fairfax County Department of Transportation Engineering Proposal Document, January 2020
- Fairfax County Purchasing Resolution, July 2024
- Richmond Highway BRT Program Basis of Design Report, January 2022
- Virginia Department of Transportation Road and Bridge Standards
- Virginia Department of Transportation 2020 Road and Bridge Specifications
- Virginia Department of Transportation 2022 Supplement to the VDOT 2020 Road and Bridge Specifications, December 31, 2021
- Virginia Department of Transportation Test Methods, August 2022

If, at any point during the Project lifecycle, additional specific standards or reference documentation is required, the Discipline Lead must identify the pertinent Standard, Specification, or Reference Document and submit it to Project Leadership for review and approval. Fairfax County and VDOT standards will be supplemented by additional standards that meet FTA quality requirements. The IQAM will verify FCDOT follows their established process for implementing these changes.

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3. DESIGN CONTROL AND REVIEW PROCESS

3.1 Purpose

This section establishes the standards used for the development, preparation, verification, and delivery of the design documents that make up the engineering and architecture deliverables for the Project.

3.2 Scope

This plan applies to all personnel developing, preparing, reviewing, and approving project submittals and deliverables. All design documents prepared by the PMC and its subconsultants will follow quality control procedures outlined in the PMC's QA/QC plan.

The documents that the Project will produce with contracted services, include environmental documentation, construction documents (plans, specifications, cost estimates, schedules, the calculations and technical studies supporting the construction documents), technical specifications for the BRT vehicles and the fare collection system, design efforts supporting construction including answers to Request for Information, Nonconformance Report (NCR), and Change Orders (COs), the safety certification program, and design activities delegated to the contractors, fabricators, manufacturers, suppliers and vendors (including shop drawings, systems design, software development, management plans and systems integration testing plans).

It should be noted that utility companies and other similar companies are responsible for their QA/QC procedures unless explicitly stated otherwise in plan documents. However, all entities involved in the Project must adopt quality assurance standards that meet the standards in this QMP.

The PMC will identify their quality assurance manager responsible for verifying and documenting that the elements of their project-specific QA/QC plan are functioning as intended and that the requirements are being performed in accordance with the plan.

The Project has developed a design criteria, detailed below, that includes standards and codes to ensure compatibility between design standards and quality standards. Project design documents will be checked for compliance with the design criteria by FCDOT discipline leads and stakeholder reviewers.

3.3 Responsibility

Senior FCDOT Management team assigns responsibility for implementing and maintaining the design control to FCDOT Division Chiefs and their management of the PMC and other entities providing design and construction services to the project.

The IQAM will periodically (as defined in Chapter 14 Quality Audits) perform independent audits of the QC documents submitted to document control to verify the QC process for each deliverable adheres to the QMP.

3.4 Design Input Procedures

The design for the Project is guided by the FCDOT RFP Materials, and the Basis of Design Report dated January 13, 2022, and established federal, state, and local design standards and requirements as outlined in detail within the following sections.

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3.4.1 Design Criteria

The Basis of Design Report, dated January 13, 2022, provides a summary of the design criteria, considerations, and assumptions on which the design is developed. County, State, and Federal design specifications are referenced in the Basis of Design Report. The Fairfax County Engineering Proposal Document for the Project must also be followed in preparing the design documents. During the QC process, the design plans are reviewed against the design criteria.

Project stakeholders both internal and external to FCDOT are involved in the design process from the preliminary engineering through final design, construction, and operation phases. These partnering agencies/entities include the Fairfax County Transit Division (service provider of Connector), VDOT, and WMATA. Their input is incorporated into the design criteria and process outlined in the Basis of Design Report.

3.4.2 Background Information and Other Design Input

Discipline Leads collect background information and base data. This information and data include land surveys, geotechnical, natural, and cultural resources, historic fabric, hazardous materials, utility locations, verification of as-built information, building foundation location, and traffic data. Each data collection effort or field investigation activity is planned and documented per the design criteria. Other design inputs include:

- Design Methodology
- Design Assumptions
- Design Calculations
- Data Collection

Background data and methods used to collect the data will be controlled to protect the quality of the data used in the design process. The PMC Discipline Leads will be responsible for the determination of the quality requirements and standards that must be adhered to by the entities who perform data collection for the Project. The standards will consist of FCDOT, VDOT, and industry accepted requirements and be specified in the contract documents.

Changes that result from a change in design input such as design methodology or assumptions require more than revision of drawings and must be documented and communicated in the system per document control procedures provided in Section 4. The original reviewer or approver of methodology or assumptions must review and approve any changes. This responsibility is assigned to the project position or organization, not the specific person.

3.4.3 Data Collection and Field investigation

Data collection and field investigation plans are the responsibility of the discipline lead responsible for the data collection and/or field investigations. Data Collection and Field Investigation Plans will be completed per the Basis of Design Report and the Fairfax County Engineering Proposal Document. The Investigation and Testing Plan is included in Section 3.7 of the PMP.

3.5 Design Quality Review Procedures

3.5.1 Project Responsibilities

Contractors and subconsultants will be required to include procedures for control of data in their QA/QC plans and will be fully responsible for providing the data that conforms to the requirements established

by the primary contract's QA/QC plan. These procedures must be sufficient to provide confirmation and documentation that the incorporated data meets the Project's QMP requirements.

Contractors and subconsultants are also required to perform quality assurance of all design documents submitted to FCDOT for review, according to the primary contract's QA/QC plan.

After each design phase, the IQAM will conduct an audit of that phase's QC activities. The quality audit will evaluate if the design contractor followed QC procedures. The IQAM will have access to how public outreach and stakeholder coordination informed the design. The QMP will focus on the following design milestones:

- 30% design documents
- 60% design documents
- 80% design documents
- 100% final design plans

3.5.2 Project Stakeholder Reviews

Design documents submitted to FCDOT, and other approving authorities or agencies will be subjected to a project stakeholder review based on the type of deliverable. IQAM will verify that comments provided through stakeholders are tracked, responded to appropriately and are addressed in subsequent submittals.

Reviewers of design documents shall consider constructability, usability, operability, safety, and maintainability. This review will be conducted in the form of one or multiple interdisciplinary workshop(s) in coordination with FCDOT and partnering agencies to include the comment review and disposition resolution process. The constructability review will be led by the PMC and include the design team and construction contractor groups. Details pertinent to the constructability review will be updated with appropriate information during the Engineering phase of the project. Operations and maintenance reviews will include the ultimate operator, the FCDOT Transit Services Division Operations and Maintenance Division. FCDOT will use a project-specific constructability review checklist developed by the PMC (included in the Constructability Review Report).

Agency and departmental stakeholders included in Project Stakeholder review include:

- VDOT
- WMATA
- Fort Belvoir
- FCDOT -Transit Services Division Operations and Maintenance Division
- Fairfax County Department of Public Works and Environmental Services (DPWES), Maintenance and Stormwater Management Division (MSMD)

3.6 Configuration Management Procedures

To ensure project integrity, all physical and technical elements will be consistently defined and documented throughout the project lifecycle. Once a baseline is established, configuration management will govern the systematic evaluation, coordination, and formal approval or rejection of any proposed changes. Configuration control procedures are detailed in Section 3.5 of the PMP.

The following protocols will be maintained:

- All project drawings will be assigned a unique identification number.
- Specifications will adhere to a standardized format to ensure consistency.
- Comprehensive drawing lists will track revision history, including status updates and effective dates.
- Permanent records of all contract documents and a complete historical log of project changes will be maintained.
- The current approval status of the evolving design will be clearly identified and accessible to all relevant project personnel.

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4. DOCUMENT CONTROL

4.1 Purpose

This section establishes the procedures and requirements for the systematic control of project documents developed during design and construction.

4.2 Scope

These requirements apply to staff or consultant/contractor prepared design and construction documents issued as Project documents. Document control applies to the systematic and controlled approval, release, revision, reproduction, distribution, maintenance, retention and disposition of project documents. Documents can include but are not limited to plans, contracts, specifications, quality records, procedures, etc.

Document controls are enacted so that project documents can be located and made available upon request.

4.3 Procedure

Procedures have been developed in the Document Control and Record Retention Plan for the following:

- Document Naming Conventions;
- Version Control;
- Incoming Documents;
- Outgoing Documents;
- Hard Copy Documents;
- Confidential Documents;
- Emails; and
- Other Project Documents.

The purpose of the Document Control and Record Retention Plan is to establish a process whereby project related documents are reviewed, approved, distributed, and archived in a consistent and controlled manner. Controlled documents are defined as ones that have been prepared, reviewed, and approved by authorized personnel.

Records shall be established and maintained throughout the Project to provide evidence of conformity to the requirements of the contract, and to the effectiveness of the overall quality management system. Records shall be legible, readily identifiable, and available. A documented procedure defines the controls needed for document storage and retention time.

Project staff will be responsible for document and records control within their work scopes. Their documents are subject to audit by the IQAM and/or an independent auditor. Audits (including the development of the audit check lists) will be based on the policies and procedures defined in the Document Control and Record Retention Plan. The audit procedure will follow the process detailed in Chapter 14.

4.4 Controlled Project Quality Documents

Controlled project quality documents and records include, but are not limited to, the following:

- Quality Processes and Plans:

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  - Quality Management Plan
  - Audit Schedules
  - Audit Plans
- PMC and Other Service Provider Quality Records:
  - Project Deliverables/Basis of Design
  - Comment Resolution Sheet
  - Comment Response Summary
  - Daily Work Records
  - Detail Check Records
  - Nonconformance Report
  - Technical Review Records
  - Summary Reports and Evaluations
  - Corrective or Preventative Action Plan

The IQAM will generate the following as part of independent quality assurance reviews and which will be stored as quality records as part of project document control:

- IQAM Quality Records:
  - Audit Reports
  - Audit Report Log
  - Deficiency Log
  - Training Records
  - Minutes of Quality Management Review Meetings
  - Monthly Quality Reports
  - Nonconformance Log

All controlled documents will follow the same processes and procedures for storing, controlling, distributing, reviewing, retaining, and maintaining documents, records, drawings, and data, as described in the Document Control and Record Retention Plan. The IQAM will verify through quality assurance and/or audit that entities are complying with the Document Control and Record Retention Plan.

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5. PURCHASING

5.1 Purpose

This section outlines the requirements of the QMS to be incorporated into procurement documents.

5.2 Scope

The requirements of this section apply to all major procurement, installation, and construction activities for the project. Project staff, project partners, and service providers are responsible for providing QA/QC in accordance with approved QA/QC plans and contracts, as applicable. Where additional clarification or guidance is necessary to determine the intent or requirement of any particular procedure, reference shall be directed to the FTA Circular 4220.1G and the FTA Best Practices Procurement and Lessons Learned Manual.

5.3 Procedure

The FCDOT Director or designee will have the responsibility to identify the need for and initiate all procurements of professional/technical services and construction contracts for the project. Procurement policies and procedures are detailed in the Fairfax County Purchasing Resolution (2026, or most recent version available); including, but not limited to, procurement authorization, ordering office supplies and equipment, equipment inventory, consultant contracts, processing payments, and contract bidding and award. The Fairfax County Purchasing Resolution details general purchasing provisions, including competitive solicitation process, contract award process, disclosure of information, bonds, and prequalification process.

Authorized Purchasing Agents shall ensure that suppliers and contractors are capable of providing the desired product or service, in a timely, cost-effective and consistent manner as specified in the contract. The purchaser shall evaluate and select suppliers/contractors based on their ability to supply products in accordance with the organization's requirements and/or specifications.

All Project contract and purchasing requirements will clearly specify the expectations of the purchaser, including relevant standards, drawings, specifications, process requirements, inspection instructions and approval criteria for materials, processes, and product.

The procurement documents will include any requirements for the purchaser, supplier, or a different organization to perform verification activities at the production site, special handling or receiving of material or equipment, in-process inspections, product acceptance, storage, etc.

FTA's QMS Elements are extended to FCDOT's project partners, contractors, subcontractors, consultants, vendors, and other service providers. Service providers must submit a QA/QC plan, that includes a quality organization, to the IQAM for approval. In the case of specialized services, the service provider may develop and submit a task-specific QA/QC plan that meets the FTA Guidance and addresses applicable criteria. Service providers are responsible for the quality of work under their contract, including the work of their subcontractors. Contractors are responsible for the review and acceptance of their subcontractor's quality program.

The QA/QC plan requirements for consultants, contractors, and suppliers will be included in the contract scope of work. Additional quality standards will be included in the contract special provisions. FCDOT procurement staff will use the RHBRT QA/QC Contract Requirements Checklist to verify that quality requirements are included in the contract, as appropriate for the scope of work.

Basic Ordering Agreement (BOA) Contracts are reviewed and approved by FCDOT in accordance with the advertised Request for Qualifications document and latest version of the Fairfax County Purchasing Resolution document and Engineering Proposal Document. BOA Contracts will include the required documentation and terms set forth by FCDOT. Original BOA Contracts are also reviewed and approved by the VDOT Assurance and Compliance Office to ensure compliance with State/Federal Requirements. VDOT Local Assistance Office issues Notice to Proceed to award the Original BOAs.

These procedures, along with the referenced Fairfax County Purchasing Resolution, provide guidance to ensure the goods and services are procured as economically as feasible, in a manner that complies with all Federal, state, and local laws and policies.

The Project shall require the right-of-access to the contractor or subcontractor facilities as specified in the contract documents to inspect, review, audit or otherwise verify the specified purchasing requirements are being fulfilled.

The Fairfax County discipline leads identified in the project organizational chart are responsible for the periodic review of service provider deliverables within their discipline for timeliness and accuracy, including evidence of effective implementation of the quality requirements. The review will be documented using the RHBRT Deliverable Quality Review Form. The completed form will be submitted to IQAM and the Document Control Team.

Fairfax county may perform additional audits of contracts (including amendments) in excess of $200,000 related to compliance with contract documents for a period of three years after final payment (as detailed in the Fairfax County Purchasing Resolution).

The FCDOT Department of Public Works and Environmental Services will train staff involved in procurement on the FTA and project-specific requirements for procurement.

The IQAM will perform independent audits to verify compliance with this procedure according to the schedule in the Audit procedure.

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6. PRODUCT IDENTIFICATION AND TRACEABILITY

6.1 Purpose

This section describes the procedure for the control of materials, parts, and components used to construct the project.

6.2 Scope

These requirements apply to all materials, parts, components, equipment, and products produced for incorporation into the Project. Contract documents will describe the requirements for tracing materials to the location where they are incorporated into the work, based on industry standards about the criticality of the material to the Project.

6.3 Procedure

Contractors and their subcontractors, vendors and suppliers will establish QC procedures to assure control, identification, and traceability of items. All raw materials received must be traceable to a specific batch number, shipment number, packaging slip, or invoice and be accompanied by applicable test reports, Buy America/Build America documentation, and other necessary material certifications. These identifications shall be referenced on QC test and inspection documents to provide an auditable trail from fabrication or testing to installation on the project. Unidentified items lacking required traceability or nonconforming items must be segregated or otherwise controlled to prevent their use on the Project.

Final assemblies must be clearly marked with project numbers, model numbers, serial numbers, or bar codes so that all pertinent information regarding that assembly may be retrieved.

Physical identification and control will be used to the extent possible. Where physical identification is impractical, physical separation, including removing from the job site, or other appropriate means will be used to ensure that only correct and acceptable items are used and to prevent the use of deficient or defective items. Acceptable methods for preserving lot identification include physically preserving observable lot identifications, recording the lot identification on an inspection form, or collecting (photographing) the physical lot identifier as a record. The physical lot identifier can be a delivery ticket and/or a shipping label. Product identification and traceability requirements will be added to the Construction Contractor contract.

The Project design team (FCDOT Staff and the PMC) is responsible for determining the quality requirements and standards for the materials included in the contract. To prevent the use of incorrect or defective items, the PMC will be responsible for reviewing and accepting the contractor's determination of specific requirements for identifying and controlling production elements.

The contractor's responsible lead along with any associated suppliers are responsible for providing the necessary documentation to support the identification, origin and quality disposition of supplied material and construction components. This includes completing any material receiving inspection reports to verify that materials were inspected upon delivery and prior to installation. The contractor's quality manager has the overall responsibility for tracking the status of all receiving inspections performed, reviewing the records, and maintaining a tracking log. The PMC Construction Manager will provide oversight to verify if the procedure is being followed as outlined.

All products/materials/supplies shall be from VDOT-approved materials lists unless otherwise approved by FCDOT and VDOT. Materials needing special approval may include but not be limited to materials involved in the construction of Project stations, vehicles, and the Operations and Maintenance Facility. The PMC will develop the specifications for required materials not included in the VDOT-approved material list. The PMC will verify materials upon delivery. The Project will follow the Materials Acceptance and Materials Notebook Program, Chapter 7 of VDOT's Materials Manual of Instruction. The Materials Notebook serves as the tool to document that all materials used on the project are approved materials meeting specifications.

Project documents for traceability, identification, and material control will be developed during Final Design. Identification and traceability records will be maintained as quality records.

Quality assurance will primarily be provided via the audit of these records. Processes may also be monitored to ascertain the adequacy of this effort.

The IQAM will perform independent audits to verify compliance with this procedure according to the schedule in the Audit procedure.

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7. PROCESS CONTROL

7.1 Purpose

This section establishes the requirements for the control of special processes, as identified herein. The process and procedures for other, common construction processes are defined in the inspection and testing section.

7.2 Scope

These requirements apply to all special processes that subsequent inspections cannot verify quality. These include but are not limited to welding, heat treatment, cleaning, concrete and asphalt placement, plating, waterproofing, non-destructive examinations, and testing including initial in-plant fabrication/testing at VDOT approved fabricator plants (for items like signal poles, pre-cast pipe, inlets, other pre-cast concrete elements).

7.3 Procedure

Contractors, suppliers, and fabricators shall identify and plan the production, installation, and servicing processes that directly affect quality. The FCDOT Construction Manager, or designee, shall ensure that these processes are carried out under controlled conditions. The IQAVS&T contract will have the primary responsibility for monitoring and verifying special processes.

The construction contractor's QC plan will address the following:

- Identification of special processes.
- Special process production procedures and instructions per applicable codes, standards, specifications, and drawings.
- A work plan for special process productions or installation that provides for an appropriate work sequence, suitable working environment, appropriate equipment, and acceptance criteria.
- Appropriate certifications for special process production procedures.
- Appropriate qualifications for personnel performing or inspecting special processes.
- Equipment warranty requirements and operations and maintenance procedures will be required as a deliverable in each system's procurement contract.

Contractors, suppliers, and fabricators are responsible for performing special processes per their contract documents and QC plan. Documented work instructions can help with process sequencing where there is complex or multi-disciplined work. Process controls ensure that work is performed in the proper sequence.

In addition, the contract documents will identify required hold points or special inspection requirements (see Section 5 for quality in contracting procedures).

The IQAM will approve QC plans for special processes and verify conformance to the plan through a pre-determined audit schedule.

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8. INSPECTION AND TESTING

8.1 Purpose

This section describes the procedures for planning, implementing, and documenting inspections and test activities necessary to verify conformance to contract requirements for the Project. Procedures will be developed and maintained per the VDOT's Inspection Manual and Construction Manual. Inspection and testing procedures must be planned and executed as necessary to verify quality.

8.2 Scope

The procedure will apply to any activity involving inspections and tests required to verify quality in the inspection of items that materials are correct and compliant prior to use or installation including in-plant fabrication inspection and testing at VDOT-approved fabricator plants.

8.3 Procedure

Inspection and testing procedures during the design phase are detailed in PMP Section 7.3. FCDOT has developed Construction Quality Procedures (CQP) that detail quality control procedures and forms used by inspectors and construction managers during the construction phase. Inspection and testing procedures for initial inspections, quality check point inspections and control of deficiencies.

FCDOT will retain overall project oversight responsibilities during the design and construction of the Project. The FCDOT Construction Manager and designees will monitor inspection and testing to verify the activities affecting quality are inspected and documented in accordance with contract requirements.

Construction contractors and suppliers will be responsible for the QC activities necessary for monitoring, inspection, and testing in accordance with contract requirements and verifying that the results meet the established requirements. The construction contractor shall test material, workmanship and site conditions when required by the contract.

FCDOT will procure an Independent Assurance and Verification Sampling and Testing (IQAVS&T) services contract to provide inspection and testing QC. Testing services may be performed when required, or deemed necessary by the IQAVS&T Contractor, on such materials as asphalt, soils, concrete, structural steel, etc.

Project construction staff will use a Control of Deficiencies procedure to document the existence, location, and communication of the status of the issue and to verify that deficient work is brought back into compliance and not inadvertently used or installed. Deficient work is unfinished or otherwise in-progress and is correctable is correctable by established means and methods and will comply with the contract requirements upon correction. Deficient work that is completed or requires rework/repair will be documented through the nonconformance process.

Fairfax County Water Authority (FCWA) will also have a role during construction to inspect on-site watermain work (in-plant or advanced work). FCWA staff will observe the testing of watermains before they are placed into service. The Construction Contractor will perform the testing.

The Project will develop special conditions for construction contracts during final design that specify the contractor staff roles and responsibilities for QA/QC.

A Certificate of Conformance must accompany products requiring verification activities, including any test procedures as specified in the contract, at the production site. The Certificate of Conformance must include at a minimum the following:

- Purchase order number
- Contract or project number
- Batch/lot/serial number of delivered products as appropriate
- Supplier name and source batch number of raw materials used as appropriate
- Date or date range when data was collected
- Signature of responsible representative

The PMC and IQAVS&T Contractor will verify that the day-to-day work performed by the construction contractor conforms to contract requirements and is performed in accordance with the approved contractor QA/QC Plan. The contractor's quality manager will be responsible for the overall construction quality program and the day-to-day work performed. The PMC Construction Manager or designee will oversee and verify that procedures set forth in the CQP are being adhered to.

In-Plant/Point of Origin inspections shall be performed when the contract requires. VDOT has an ongoing and extensive QA/QC program with materials suppliers, pre-fabricators, and manufacturers of products all around the United States, as detailed in section 8.4 below. For VDOT projects, these inspections are required for the following elements:

1. Pre-stressed Concrete Structural Elements and Piles,
2. Structural Steel Elements,
3. Metal Traffic Signal Poles, Light Poles, Arms,
4. Laminated Bridge Bearing Pads,
5. Precast Concrete Structures,
6. Pipe for Culverts, Storm Drains, and Underdrains,
7. Asphalt Concrete QA Program,
8. Aggregate CMA QA Program,
9. Hydraulic Cement Concrete Mix Designs, and
10. Hydraulic Cement Concrete Plant and Truck Inspections.

The construction contractor must know the source inspection requirements for structural steel, metal poles, and prestressed concrete elements and must communicate these requirements to the selected fabricator. The contractor shall, without exception, give precedence to utilizing the Virginia Department of Transportation's (VDOT) pre-approved materials list. Only upon exhausting all viable options within this program may the contractor propose the use of non-listed items, which shall be subject to enhanced quality control protocols and additional review procedures. If the chosen fabricator is pre-approved by VDOT, no in-plant inspections are required and all VDOT in-plant inspections will be charged to the project.

In-plant inspection requirements related to vehicle manufacturing will be specified in the vehicle procurement contract. Project vehicles will be procured under the Virginia statewide vehicle contracts.

The IQAM will conduct periodic audits to verify that the contractor's QA/QC plan is being followed. The IQAM will also verify the work of the IQAVS&T contract in performing inspection and testing quality control complies with this QMP. The IQAM will have the authority to enforce the contract requirements when defective materials or unsatisfactory finished products fail to conform to contract requirements. The IQAM is responsible for verifying that testing and inspection is being performed per the contract requirements' quality standards.

8.4 VDOT References

VDOT has an ongoing and extensive QA/QC program with material suppliers, pre-fabricators, and manufacturers of products all around the United States. VDOT publishes and maintains manuals that provide detailed information, instruction and forms for testing and inspection of civil construction. Manuals and testing requirements include:

- VDOT's Inspection Manual
- VDOT Construction Manual
- VDOT Manual of Instruction
- VDOT Manual for Construction Management
- VDOT Materials Approved List(s)
- VDOT Test Methods
- TL Forms and Minimum Requirements for Quality Control and Quality Assurance on Design Build and P3 Projects are governing documents for construction related inspection and testing.
    - Appendix 2, Table A-2 Part 1 – Minimum Requirements for Materials Testing and Part 2 – Minimum Requirements for Inspection, Compliance Monitoring, and Verification of Contractor Product Installation, Practices and Procedures
    - Appendix 3 Table A-3- Owner's Roles and Responsibilities for Project Inspection
    - Appendix 4 – Sample Checklists detail testing and inspection criteria to be followed on this project.

VDOT staff and their third-party consultants regularly conduct independent QA/QC inspections of these suppliers, including in-plant independent testing and evaluations of quality procedures.

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9. INSPECTION, MEASURING, AND TEST EQUIPMENT

9.1 Purpose

This section establishes the methods and requirements for controlling equipment used in inspection, measuring, sampling, and testing activities. Equipment to verify tools, gages, instruments, and other devices used in activities affecting quality must be appropriately handled, calibrated, and adjusted at specified periods to maintain accuracy within required limits.

9.2 Scope

These requirements apply to Project staff responsible for inspection, review, sampling, measuring, and testing equipment used in determining the quality of materials, parts, components, equipment, products, deliverable documents, and constructed works.

9.3 Procedure

The contract-specific QA manager will prepare a list of all certified measuring and test equipment under their control. The list shall include serial numbers, description, other identification information, calibration information, and accuracy requirements. The contract-specific QA manager shall determine the calibration standards, based on national standards, and frequency (at least once per year). The contract-specific QA manager shall also maintain record of equipment calibration status. The equipment list and calibration records shall be provided to the FCDOT Construction Manager.

The FCDOT Construction Manager or designee will be responsible for the control and calibration of FCDOT inspection, measuring, and test equipment.

Calibration shall be performed in accordance with approved calibration procedures. These procedures must ensure that test equipment used meets the specified requirements, and that the equipment and instruments are controlled, maintained, and calibrated by a nationally recognized certification entity/agency. Devices used to calibrate measuring and test equipment, or other measurement standards shall be traceable to one or more of the following:

a. VDOT Calibration Methods.
b. U.S. national standards maintained by the U.S. National Institute of Standards and Technology (NIST) and the U.S. Naval Observatory.
c. Fundamental or natural physical constants with values assigned or accepted by the U.S. NIST.
d. National standards of other countries, which are correlated, with U.S. national standards.
e. Comparison to consensus standards.

The contract-specific QA manager or designee is responsible for developing and maintaining a log for the checking out and use of equipment. The log shall record the name and location of individuals and/or organizations that check out the equipment. Before use, equipment will be inspected by the user to confirm it is in usable condition. The FCDOT Construction Manager will establish a checkout log for FCDOT equipment. Measuring and test equipment should be recalibrated at regular intervals and documented in the maintenance log.

If inspection, measuring, and test equipment are out of calibration, it will be taken out of service for further inspection or repair and the FCDOT Construction Manager or designee conducts and documents an investigation to determine the acceptability of previously inspected, measured, or tested items.

For contracted QA tests with calibrated equipment, the FCDOT Construction Manager or designee will develop a matrix for equipment verification activities.

The IQAM and other designated QA staff will provide oversight to verify that equipment used in the Project are properly calibrated and maintained. Oversight activities will include on-site visits and period audits. The construction contractor and subcontractor are responsible for ensuring that only calibrated equipment is used on the Project.

When equipment is found to be out of calibration, all data collection shall stop immediately until the equipment can be properly calibrated to VDOT, FCDOT, and industry standards. The Discipline Lead shall be notified of any calibration issues at the time that the equipment is noted to be out of calibration. Discipline Leads shall be responsible for working with contractors to confirm the equipment is calibrated and ready to be used again. When equipment is found to be out of calibration, the validity of previous inspection & test results using that equipment must be evaluated and addressed. The Discipline Lead shall determine the scope of test results to be revaluated and is responsible for documenting the evaluation.

This procedure will be updated as the Project advances towards construction and procures an independent testing contractor.

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10. INSPECTION AND TEST STATUS

10.1 Purpose

This section describes the requirements for communicating the status of tests and inspections of work items that have passed the required inspections and tests throughout the Project. Only work that has passed the required inspections and tests shall be incorporated into the Project.

10.2 Scope

These requirements apply to all supply and construction contracts requiring tests and inspections for QC.

10.3 Procedure

The IQAM, with support from the FCDOT Construction Manager, will verify inspection and test status record keeping and communications procedures are implemented and adhered to. FCDOT will establish procedures detailing the means and methods of communicating the current status of tests and inspections of materials, parts, components, equipment and products during construction. These procedures will be informed by VDOT manuals and FTA guidelines. Construction contractors and suppliers must include test and inspection status procedures in their QA/QC plan for the Project. The status identification shall indicate conformance or nonconformance. The PMC has developed a Construction Phase QA/QC Plan that details the procedures to be used by inspection personnel.

Evidence of conformity, including records of person(s) authorizing release, will be maintained. Product release and service delivery shall not proceed unless otherwise approved by a relevant authority.

The procedures are the responsibility of the entity performing QC inspections and testing of the particular work element and will address the following requirements at a minimum:

- A description of the work items and applicable inspection and tests.
- A method of identifying the status of each item or lot, such as accept/reject markings or tags, routing cards, inspection and test records or other suitable means.
- A method to document and maintain records of the current status of required tests, inspections, deficiencies, nonconformance, etc.

The FCDOT Construction Manager and inspection personnel will verify that the appropriate test or inspection status is provided with delivered or installed materials in accordance with the applicable QA/QC plan. Contractor and supplier inspection and test records are subject to quality audits and are a deliverable requirement.

During vehicle manufacturing, FCDOT shall have an authorized representative onsite to monitor quality activities such as material inspection, testing, and final inspections.

This procedure will be updated as the Project advances towards construction and procures an independent testing contractor.

The IQAM will perform independent audits to verify compliance with this procedure according to the schedule in the Audit procedure.

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11. NONCONFORMANCE

11.1 Purpose

This section establishes the procedure for reporting nonconformance, instructs users on the proper method of form utilization, and provides FCDOT and service providers with a benchmark by which to measure project quality. The system also offers easy traceability of deficiencies and accountability for disposing of discrepancies.

11.2 Scope

This procedure is applicable to all Project staff, including contractors and suppliers. The Project will document all nonconforming activities. Contractors, consultants and/or suppliers involved in construction activities will be trained in the procedure for documenting nonconforming work, from identification through resolution.

A nonconformance may be identified because of a deviation in form, fit, function, or lack of proper documentation. Nonconforming material will be identified, documented, segregated, controlled, and disposed of to prevent unintended incorporation into the Project.

A project product or deliverable shall be considered nonconforming when a deviation from contract requirements is identified in the work product after its issuance for use. Any deliverable requiring changes before issuance due to the verification/checking process shall not be considered nonconforming.

11.3 Procedure

The PMC has developed a procedure for reporting and documenting nonconforming work that follows Section 5.14 in VDOT's Minimum Requirements for Quality Assurance and Quality Control on Design-Build and P3 Projects, supplemented by additional FTA requirements in the QMS Guidelines. The Non-Conformance Report Form is included in CQP Section 11. Anyone associated with the Project with an understanding of the Project requirements may identify a nonconformance.

The Contractor and other consultants providing construction services are required to adopt the project nonconformance procedure in the CQP.

The construction contractor must develop and maintain QA Auditing and Nonconforming Work Recovery Plan (AR Plan) for uniform reporting, controlling, correction and disposition and resolution of nonconforming work (including disputed nonconforming work) issues that may arise during the Project. This plan should include a process for the reviewing and disposing of nonconforming workmanship, material, equipment, or other construction elements.

Following the rework or repair of a nonconforming condition, the item must be reinspected based on documented procedures and the Nonconformance Report disposition criteria.

11.4 Definitions

Nonconformances are defined as a deviation from a contract requirement, specification, standard, or procedure; a safety or permit violation; or failure to adhere to laws or regulations. A nonconformance might affect subsequent construction activities, and warrant destructive sampling, testing, redesign, or reconstruction.

Disposition of nonconformances will typically be defined as follows:

- Use-As-Is: accepting the nonconformance without repair, rework, or replacement, must involve Engineer of Record.
- Repair: modifying the nonconformance to better meet the requirements, must involve Engineer of Record.
- Rework: modifying the nonconformance in such a way that it meets the original requirements without exception.
- Scrap: removing (and disposing) of the nonconformance.

The Nonconformance Notification Log and Nonconformance Notice will be utilized to track deficiencies and nonconformances. The PMC construction quality control manager will maintain the nonconformance log throughout the project. The Non-Conformance Log Form is included in CQP Section 11.1. The IQAM will audit the nonconformance log during quarterly audits of nonconformance reports.

11.5 Stop Work

In conjunction with development of the terms and conditions of the construction contract, a detailed process including the roles and responsibilities of Project staff will be developed for issuing and lifting Stop Work Orders. The procedure will detail the justification for lifting a Stop Work Order and the management and technical personnel involved in this decision. Supporting documentation, including NCRs and other relevant deficiency documents that describe the need to stop work, must also be specified and will incorporate requirements from:

- The FCDOT Construction Contract for the Project (when developed).
- VDOT Construction Directives including CD-2008-07.
- VDOT Construction Manual revised May 2016 provisions for suspension of work including Section 108.09 Suspension of Work Due to Fault of Contractor.
- VDOT Manual of Instructions for the Materials Division dated November 2018 including Section 205 Summary of Minimum Acceptance Sampling Requirements and Section 207 Materials Subject to Modified Acceptance Procedures and Certification Tracking Acceptance Procedures.

This section will be reviewed and updated as needed during the engineering phase and before construction starts.

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12. CORRECTIVE ACTION

12.1 Purpose

This section establishes the measures for corrective and preventive actions to prevent recurrence of nonconformities.

12.2 Scope

Corrective and preventive action procedures have been developed for the investigation of nonconformities to determine root causes and prevent recurrence. These procedures will be communicated, implemented, and reviewed for effectiveness in addressing nonconformance. Corrective action will be requested for multiple and repetitive deficiencies in testing or inspections, nonconformances, audit findings, or unacceptable workmanship. Every nonconformance should have an identified corrective action.

This section will be reviewed and updated during the engineering phase and before the start of construction.

12.3 Procedure

When possible, the Project staff shall determine action to eliminate the cause of potential nonconformities to prevent their recurrence.

The IQAM will maintain a log of nonconformances. The IQAM will review the nonconformance log to determine if there is a breakdown in the quality system. The IQAM will advise the FCDOT Leadership if corrective actions are needed. The FCDOT Leadership will initiate the corrective action request.

Upon initiation of the corrective action request, the responsible Project staff will evaluate the deficient condition and implement the following actions as soon as practical:

- Determine the root cause of the adverse condition and clearly define the root cause in the corrective action request form.
- Establish the corrective action required – this requires concurrence with the appropriate FCDOT representative.
- Implement the corrective action as soon as practicable after concurrence with FCDOT Leadership and IQAM.
- Follow up and verify effectiveness of the root cause corrective action implementation.
- Maintain record of the results of action taken (effectiveness of corrective action).

Upon implementation, FCDOT Leadership or delegate will request the IQAM to conduct quality review to ensure the corrective action was implemented and is effective. The status and results of corrective actions will be maintained in the Corrective Action Status Log, maintained by the IQAM.

This procedure will be updated as the Project advances towards construction and determines construction management roles.

13. QUALITY RECORDS

13.1 Purpose

This section establishes the requirements for the accumulating and maintaining quality records for the Project. Quality records provide evidence that quality activities are completed and requirements are met.

13.2 Scope

These requirements apply to all Project staff who perform activities that affect the quality of the Project. Quality records will be controlled in accordance with the Document Control and Record Retention Plan. This procedure expands on the control of documents classified as quality records.

13.3 Procedure

Quality records will be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system. The FCDOT Project Controls Manager is responsible for maintaining quality records. Quality records will be retained in electronic format in Kahua. Quality records will be readily retrievable and protected from damage.

All Project staff with a role affecting quality may generate quality records. The IQAM and contract-specific QA managers are responsible for providing quality records to the FCDOT Project Controls Manager. Quality records will be included in submittals, as verification of QA/QC activities. Quality records generated in preparation for a milestone submission must be submitted to the FCDOT Project Controls Manager before that submission.

The Document Control Team is responsible for archiving all Project quality records, which will be retained per FCDOT record retention requirements. Record retention times and requirements should refer to Fairfax County Procedural Memorandum 70- 06 County Records Management Policy – Updated August 30, 2017; and the Library of Virginia "RECORDS RETENTION AND DISPOSITION SCHEDULE-SPECIFIC SCHEDULE NO. 501-series for VDOT[1].

Service providers will be responsible for their retention of quality records during the period of design, production, construction, inspection, assembly and/or installation, testing, and during period of storage as per Federal and State regulations.

Documents that are classified as quality records include, but are not limited to:

1. Annual Audit Schedule;
2. Audit Plans;
3. Audit Reports;
4. Audit Report Log;
5. Comment Resolution Sheet;
6. Comment Response Summary;
7. Corrective or Preventative Action Plan;
8. Daily Work Records;
9. Inspector's Daily Report;
10. Meeting Attendance;

[1] https://www.lva.virginia.gov/agencies/records/sched_specific/?agencyList=501

11. Minutes of Quality Management Review Meetings;
12. Monthly Quality Report;
13. Nonconformance Notice;
14. Nonconformance Notification Log;
15. Project Correspondence;
16. Project Deliverables;
17. Forms and other certifications specified in project procedures;
18. Summary Reports and Evaluations;
19. Technical Review Records; and
20. Training Records.

Note that the Inspector's Daily Report and Daily Work Record (DWR) must include the inspector's name and date of the completed inspection, and must be signed and dated attesting to the accuracy of inspection activity and test results.

In general, quality records should not be edited, as they represent the completion of activities, such as design reviews, QC inspections and QA audits at the specific time of completion. Edits will only be made when an error is identified, and with concurrence from the IQAM and contract-specific QA manager. Should editing of a quality record be required, names, dates, and reasons for the modification shall be recorded, which should include the record originator, when possible.

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14. QUALITY AUDITS

14.1 Purpose

To investigate and determine the overall effectiveness of the Quality Management Plan, procedures, and processes implemented throughout the Project. Each Quality Audit also contains recommendations on potential improvements which could be made to the QMS.

14.2 Scope

These requirements apply to all quality audits performed for the Project. A schedule of planned QA audits will be established and updated as required to verify applicable elements of the QMS have been developed and effectively implemented. The scope of these audits will apply to FCDOT procedures and those of the consultants', contractors', subcontractors' and suppliers' contracts. Quality audit plans will be developed for the different types of entities providing services to the project. The thoroughness of an audit will depend on the completion level of the audited activity.

The PMC and Construction Contractor must include a process for quality audits of their organization within their QA/QC plan.

The following are critical elements in a proper QA audit process:

- Audit activities are planned, documented, and conducted in a manner that confirms compliance with procedures, contracts, and other relevant requirements.
- The auditor (i.e., IQAM) is independent and not directly responsibility for performing the activities being audited.
- The audits include, but are not limited to, verifying documentation and other requirements that affect quality.

14.3 Schedule

The Project intends that all product QC activities be audited with a frequency dependent upon the status and importance of the activity being audited; ongoing activities will be audited periodically, as scheduled. Unannounced spot audits may also be used to check the status of activities.

An audit schedule is developed annually and based on the schedule of project deliverables. The audit schedule shall include a description of the anticipated Project activities/deliverables to be reviewed, the anticipated timeframe for conducting the audit, and the auditee(s).

Regularly scheduled audits can be supplemented with unscheduled audits when the IQAM identifies quality issues may exist. A sample audit schedule is available in the RHBRT QMS Audit Procedure.

14.4 Audit Procedure

The IQAM shall maintain a quality audit schedule, which shall be reviewed periodically and revised to maintain adequate coverage. Regularly scheduled audits may be supplemented by additional, unannounced audits of specific scope. Quality audits are mostly scheduled and announced, and their scopes are defined in advance. A detailed quality audit procedure and schedule is available in the RHBRT QMS Audit Procedure.

Selected auditees will be given notice of the timing and scope of the proposed audit. Audits will be conducted on both internal and external entities including contractors and suppliers. The IQAM will send a meeting notice detailing the scope of the audit. During the audit, the auditee will be asked to share their

computer screen and provide the evidence (e.g., location of files on SharePoint) of the QC process to determine that the QMP is being followed, is effective, and is being implemented appropriately.

An exit briefing will be held with the auditee of the areas being audited to present the draft audit findings. Audit results shall be documented and reviewed by the IQAM and reported to the FCDOT project managers and the contract-specific QA manager of the audited work in the form of audit reports. The report will be published on Kahua and shared with the management of the audited team for review, assessment, and appropriate action.

Audit findings that will require rework will be documented in a nonconformance report. Management of the audited organization must take timely corrective action to address nonconforming audit findings.

14.5 Audit Records

Quality audit records include audit schedules, plans, reports, checklists, and NCRs. Audit records shall be maintained on Kahua as part of the Project Records and be made available for review by the FTA.

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15. TRAINING

15.1 Purpose

This section describes the procedure to verify that personnel assigned to the project have the skill and knowledge to perform their assigned tasks competently to meet quality requirements.

15.2 Scope

All project staff performing quality-related activities throughout the Project will be technically qualified for their task and will be familiar with the applicable and accepted QA/QC plan. Staff will be trained through discussions of specific quality procedures, individual review of assignments and procedures, and recorded training webinars.

Training will include the quality requirements in this QMP and the qualification requirements for project staff involved in quality related activities. Service provider qualification requirements will be based on procurement documents for each service provider's contract. Training for a service provider's QA/QC plan will be the responsibility of the identified QA manager within that plan.

Quality trainings must occur prior to performing the work that will be included in a deliverable. Training should be provided ahead of each major design milestone delivery, as needed.

15.3 Procedure

Personnel performing activities affecting quality, as identified in applicable contracts, will be trained and/or be knowledgeable through education and experience as required.

The IQAM will identify and conduct training for FCDOT staff requiring instruction in quality procedures and documentation. The IQAM will also train any service provider personnel identified by FCDOT Leadership or Project Leadership. Staff performing a specific assigned quality task shall be trained on that particular activity.

The IQAM or designated appointee verifies that quality training has occurred for active members of the Project staff. The IQAM will audit service providers with accepted QA/QC plans to verify that their staff are being trained as specified.

Records of training attendance and training materials will be retained in the Project Records on Kahua. The IQAM will maintain a log of training completion, documenting: date, location, trainer, scope, and staff involved.

The IQAM and FCDOT Leadership will reassess the need for training annually and at major project milestones, based on the new assignments, positions, or other entities being added under contract for the project.

15.4 Quality Training and Staff Development

All staff working on the Project shall be trained according to the FTA QMS Guidelines and this QMP. Training via recorded webinar will be provided to all staff working on the project other than FCDOT Leadership, with training records of them completing the training.

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Appendix A – Definitions

Definitions

Key Term	Definition
Audit	The systematic, independent, and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled
Checking	The act of reviewing
Corrective Action	The action to eliminate the cause of a detected nonconformity or other undesirable situation.
Deliverables	The quantifiable services that shall be provided upon completing this Task Order as defined in the approved Scope of Work.
Effectiveness	The capability of producing a desired result or the desired output.
Nonconformance	Deviation from a specification, a standard, or an expectation
Process	Set of interrelated or interacting activities, which transforms inputs into outputs
Professional Standard of Care	The prevailing standard of professional practice as exercised by any other similar professional, on a similar project, under similar circumstances, in the same geographical area, during the same time.
Quality	The degree to which a set of inherent characteristics fulfills requirements.
Quality Assurance	Planned and systematic actions are necessary to provide adequate confidence to management that a product or service will satisfy given requirements for quality. Quality Assurance (QA) emphasizes upstream activities that directly improve the chances that Quality Control (QC) actions will result in a product or service that meets requirements. QA includes verifying the project requirements are developed to meet the needs of relevant internal agencies, planning the process needed to verify the quality of the project, and verifying that equipment and staff can perform tasks related to quality.
Quality Control	The operational techniques and activities that are used to fulfill the requirements for quality. QC is carried out by resources responsible for meeting the service goals and includes actions by those performing the work to control the quality of their work. QC also refers to documenting such activities and the relevant quality-related information.
Quality Management	Establish, monitor, and improve QA/QC effectiveness, including the organization and its responsibility matrix. Quality Management defines the managerial aspect of the entire quality management system.
Quality Management System	A management system to direct and control an organization regarding quality.
Quality Management Plan	A written description of intended actions to control and provide quality for a specific project. The Quality Management Plan (QMP) defines applicable quality policies and procedures. The QMP is a living document that will be updated as required throughout the project.

Key Term	Definition
Record	A document stating results achieved or providing evidence of activities performed.
Review	An activity that was undertaken to determine the suitability, adequacy, and effectiveness of the subject matter to achieve established objectives.
Scope of work	A description of the services to be delivered as part of a professional services agreement.
Submittals	The written and physical information provided by a responsible consultant (i.e., consultant and subconsultants) to the project owner. Submittals can be presented in various formats, such as *plans, reports, shop drawings, or calculations*. Submittals are required primarily for the *project owner* to verify that the design meets their expectations and standards and that they are designed in compliance with the design documents/contract documents.
Verification	The confirmation, through the provision of objective evidence, which specified requirements have been fulfilled.

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VDOT Administered Projects
Appendix E – FTA Monthly Reporting Information

Project Number	UPC	Local Government
0001-029-205	TBD	County of Fairfax, Virginia
0001-029-206	TBD	County of Fairfax, Virginia

Grant Information

FAIN (Source)	Funding [1]	% Funding	Disbursed	% Disbursed
Federal (FFGA) – anticipated				
Federal (CMAQ, RSTP, Other)				
State (Smart Scale)				
Specialized State/Federal				
Regional (NVTA)				
Regional (NVTC)				
Local				
Total Funding ($ million)		**100%**	***$128.02***	***13.08%***

Awarded Contracts

Contract	Contractor/ Consultant	Base Contract Value	Changes/ Amendments	Current Value	Incurred Amount	Start Date (NTP)	Completion Date
Preliminary Engineering							
	PMC						
	RDA						
	KHA						
	RK&K						
	SAM						
	WSP						
	Quality Pipe Cleaning						
Final Design							
	PMC						
	FCWA						

Contract	Contractor/ Consultant	Base Contract Value	Changes/ Amendments	Current Value	Incurred Amount	Start Date (NTP)	Completion Date
Construction Services							
	PMC						
Construction							
Right of Way							

Other Project Costs (pre-PD/non-eligible)

Contract	Contractor/ Consultant	Base Contract Value	Changes/ Amendments	Current Value	Incurred Amount	Start Date (NTP)	Completion Date
Pre-Project Development							
Project Development							
Construction Services							
Construction							

Contract	Contractor/ Consultant	Base Contract Value	Changes/ Amendments	Current Value	Incurred Amount	Start Date (NTP)	Completion Date
Right of Way							

Project Budget ($ x millions)

Activity	Baseline Budget [2]	Current Budget [3]	Change Since Last Report	Cost at Completion	Amount Spent [5]	% Spent
Planning [1]						
Engineering						
ROW						
PM/CM						
Construction						
Vehicles						
Other [3]						
Unallocated Contingency						
Total [4] :						

Grants ($ x millions)

Grant No.	Federal Amount	Drawdown to Date	Amount Remaining	Status	Grant Type
TBD					FFGA NSP 5309
TBD					CMAQ
TBD					RSTP
TBD					Specialized
TBD					TIFIA/TBD
Total Federal Funds					

Funding ($ x millions)

Source	Amount	Drawdown to Date	Amount Remaining

Federal			
State			
County			
Total Local Funds*:			

Major Contracts ($ x millions)

Company	Vendor Type	Contract No.	Baseline Amount	Change Orders Total	Current Amount	Pending Change Orders	Actuals to Date
RHBRT Partners	PMC						
Force Account	Owner						
Total:							

Schedule:

Activity (suggested at this point)	Baseline Completion Date	Current Completion Date	Change Since Last Report (days)	Actual
Design Complete				
Construction Advertisement				
Construction Contract Award				
Construction NTP				
Major Construction Milestones:				
Section 1 Complete				
Section 1 Closeout				
Section 2 Complete				
Project Closeout				

Critical Issues:

Critical Issue:	Description	Status	Resolution	Date

VDOT Administered Projects
Appendix F – Memorandum of Agreement for the Design and Construction of the Richmond Highway Bus Rapid Transit Project (MOA)

8/2026

AGREEMENT NO.

MEMORANDUM OF AGREEMENT

BETWEEN

THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF FAIRFAX, VIRGINIA

FOR THE DESIGN AND CONSTRUCTION

OF THE RICHMOND HIGHWAY BUS RAPID TRANSIT PROJECT

THIS MEMORANDUM OF AGREEMENT (Agreement) is made, as of the date of the final signature below, by and between the Commonwealth of Virginia, Department of Transportation (VDOT), and the County of Fairfax, Virginia Board of Supervisors (County) (each a Party, and together as the Parties).

RECITALS

WHEREAS, in accordance with the Embark Richmond Highway, Comprehensive Plan Amendment (2015-IV-MV1), adopted by the County in 2018, significant infrastructure improvements are planned along U.S. Route 1 (Richmond Highway), between the Washington Metropolitan Area Transit Authority's Huntington Station and the US Army's Fort Belvoir; and

WHEREAS, these improvements include the construction and operation of a new 7.4-mile bus rapid transit (BRT) system operating separately from the general-purpose lanes by easement in a new median transitway within and along Richmond Highway (see Attachment A, RHBRT Deed of Easement(Draft)); and

WHEREAS, the design and construction of these infrastructure improvements, known collectively as the "Richmond Highway Bus Rapid Transit Project" (Project), will be comprised of two sections: Section 1, from Huntington Metro Station to Sherwood Hall Lane, and Section 2, from Sherwood Hall Lane to Fort Belvoir (see Attachment B, Project Depiction); and

WHEREAS, the widening of Richmond Highway for Section 1 will be completed by the County as part of the Project and the widening for Section 2 will be completed by VDOT as part of the separate, VDOT-administered "Richmond Highway Route 1 Corridor Improvements Project"; and

WHEREAS, construction of the Project requires the widening of Richmond Highway between Shields Avenue and Jeff Todd Way, a federally-owned connector road to Fort Belvoir, to accommodate the transitway within the new median and

WHEREAS, VDOT is the property owner, and also operates and maintains the general-purpose lanes of Richmond Highway throughout the length of the Project, with the exception of the segment south of Jeff Todd Way at Fort Belvoir, where the United States is the property owner of the general purpose lanes and VDOT operates and maintains the lanes by easement; and

WHEREAS, the County is seeking funding for the Project in the form of a discretionary fixed guideway capital investment grant administered by the Federal Transit Administration pursuant to 49 U.S.C. § 5309 and, as the grant applicant, the County will demonstrate: (i) the legal, financial, and technical capacity to carry out the Project, including the safety and security aspects of the Project; (ii) satisfactory continuing control over the useful life of all equipment and/or facilities, ensuring through this Agreement and deeds of conveyance that the real property will be used for public transportation purposes or reverted to the County; and (iii) the technical and financial capacity to maintain new and existing equipment, facilities, and transit services; and

WHEREAS, the County and VDOT agree that the Project is in the County's and

VDOT's best interests and, once completed and accepted into the systems of state highways, VDOT will be the state agency with overall administrative oversight and jurisdiction for the Richmond Highway right-of-way, including that portion encompassing the BRT system; and

WHEREAS, the Parties have agreed that the Project as a whole, including Sections 1 and 2, will follow state law and VDOT's policies and procedures for all aspects of the Project's administration under VDOT's oversight, including VDOT's land use permit practices and those set forth in the VDOT Utility Manual; and

WHEREAS, the Parties have also determined to enter into a further Project Administration Agreement (PAA) for construction of the Project and a Joint Operations and Maintenance Plan (JOMP) agreement for the operation and maintenance of the bus rapid transit lanes prior to the commencement of service.

NOW, THEREFORE, for, and in consideration of, the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I: DUTIES OF THE PARTIES

A. The County agrees to:

1. Request from VDOT, on behalf of the Project, a land use permit for the design and construction of the Project;

2. Assign and designate a point of contact for the Project so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

3. Be solely responsible for the management and administration of the Project and all engagements, commitments, and agreements with contractors. County shall ensure that County's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its then-current Road and Bridge Specifications for all work to be performed for the Project;

4. Meet all mitigation requirements described in the National Environmental Policy Act (NEPA) Categorical Exclusion for the Project and Section 106 of the National Historic Preservation Act of 1966.

5. Obtain written comments and approval from VDOT for the following Project activities and/or documents:

    a. Design and construction plan changes for the Project that affect Richmond Highway or other roadways maintained by VDOT;

    b. Project schedules and schedule updates, as they relate to VDOT; and

    c. Formal completion of, and final approvals, for Project construction;

6. Prepare and provide plans and plats for the acquisition of any right-of-way needed for the Project which shall be acquired by the County for conveyance to VDOT;

7. Coordinate with utility owners and other stakeholders, prepare utility relocation plans, obtain utility agreements, and relocate utilities as required for the Project. The County shall prepare deeds and plats acceptable to VDOT as required for transfer of easements to VDOT;

8. In coordination with VDOT, apply for and obtain all required environmental permits for the widening and transitway of Section 1 and the transitway portions of Section 2, including for compensatory mitigation and approvals;

9. Advertise and award Project contracts in accordance with all applicable federal, state, and local procurement laws and regulations;

10. Conduct and document the Project construction final inspection with VDOT and provide final inspection documentation to VDOT;

11. Provide final and as-built Project plans to VDOT;

12. Prepare a deed, a metes and bounds description, and/or a survey plat acceptable to VDOT of the interest in property to be conveyed to VDOT acquired as part of Section 1 of the Project. Mark all property corners with permanent survey markers per VDOT specifications;

13. Prepare a deed, a metes and bounds description, and/or a survey plat of the property acceptable to VDOT to be permitted, granted by easement, or otherwise assigned from VDOT to the County for the Project. Mark all property corners with permanent survey markers per VDOT specifications;

14. Prepare periodic written status reports on the Project, which shall be furnished to VDOT on such frequency as may be established by the Parties;

15. Hold regular meetings on such frequency as may be established by the Parties regarding the status of the Project;

16. Allow VDOT, and/or its consultants, reasonable access to the Project throughout the procurement, design, right-of-way acquisition, and construction phases of the Project for the purpose of, including but not limited to, participation in field reviews, onsite inspections, records reviews, and monitoring the entire process;

17. Approve the final designs for all Project improvements related to facilities that are owned, operated, and/or maintained by the County when the final designs are satisfactory to the County and to VDOT;

18. Prepare and maintain a Project schedule throughout the Project to include (i) an initial schedule for review and approval by the Parties; (ii) establishment of a baseline schedule upon approval of the initial schedule; (iii) development of interim milestones that could allow portions of the Project to be completed in advance to provide incremental improvements in capacity and/or functionality during construction; and (iv) monthly updates of the Project schedule with explanations for variations in planned activities. The schedule shall be developed prior to contract award;

19. Until any final acceptance by VDOT, cause to be maintained, in accordance with VDOT's standards, all Project facilities constructed by the County or its contractors that are slated to be conveyed to VDOT within VDOT right-of-way or easement;

20. After notice to VDOT so that traffic control measures can be put in place, conduct construction on roadways in such a manner so as to not unreasonably disrupt the movement of pedestrian/bicycle and vehicular traffic, including access to operating businesses, to the extent permitted by construction based on VDOT-approved maintenance of traffic plans;

21. Ensure that communications to all existing traffic signals throughout the Project limits are maintained through the duration of construction activities unless coordinated in advance with VDOT/owner as per the construction contract documents;

22. Receive VDOT/Virginia Information Technologies Agency (VITA) approval for any and all electronic devices that may be utilized within the Project, including Bluetooth.

23. Unless otherwise agreed in writing by the Parties, install signs and associated structures, pavements, pavement markings, signals, intelligent transportation systems, lighting, railings, landscaping, drainage features, and barricades in accordance with plans approved by VDOT, VITA and the County, in compliance with all applicable standards and requirements used by VDOT, VITA and the County, including but not limited to the most current respective editions of: the Manual on Uniform Traffic Control Devices, the Virginia Work Area Protection Manual, the VDOT Northern Virginia District Traffic Engineering design memoranda for Traffic Control Devices, VDOT's Road and Bridge Specification, and VDOT's Road and Bridge Standards. If there is any conflict between the applicable standards and requirements set forth herein, the Parties agree to resolve any such question as to order of precedence using the procedures set forth in Article V of this Agreement. For those items to be maintained by VDOT, the County shall be responsible for maintaining the items until accepted by VDOT for maintenance subject to the JOMP agreement;

24. Conduct and document the final construction inspection for the Project with VDOT in attendance and provide final inspection documentation to VDOT;

25. With VDOT's approval, provide special provisions and notice of restrictions to County contractors for roads maintained by VDOT that are affected by the Project. These special provisions and notice of restrictions shall be listed as flow-down requirements in the construction contract documents and will serve as the basis for the maintenance of traffic (control) plans prepared prior to the issuance of VDOT land use permits;

26. In accordance with applicable federal and state laws, provide all right-of-way services for Section 1 and the transitway portions of Section 2;

27. Provide a public outreach coordinator for the duration of the construction phase of the Project; and

28. Make reasonable efforts to maintain the schedule and funding established for the Project, subject to appropriations made by the Board of Supervisors of Fairfax County, Virginia.

B. VDOT agrees to:

1. Assign and designate a point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

2. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;

3. After VDOT's approval of Project construction plans, issue land use permits for access necessary for construction and, upon completion of construction, grant easements as appropriate for the operation of the Project;

4. Regulate and control future access to, and use of, the median transitway by review and approval of proposed future connections to ensure that the transitway continues to operate in a manner acceptable to both the County and VDOT;

5. As appropriate, and in VDOT's sole discretion, provide approvals for any County design or construction modifications or additions to the Project that are beyond the initial design of the approved plan;

6. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other Project activities as applicable;

7. Cooperate in the County's activities, as necessary, to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the County in obtaining permits for the Project;

8. Cooperate in applicable Project activities, including right-of-way acquisition and utility relocation, in accordance with the Project's Real Estate Acquisition Management Plan, to ensure satisfactory completion of the Project; and

9. Participate in the final inspection of the constructed facility.

C. Operations will not commence until the Parties have negotiated and executed a mutually acceptable JOMP in order to formalize operations and maintenance responsibilities and provide funding for certain tasks that are assigned to the County. At a minimum, the JOMP shall address the following topics:

1. Drainage and Stormwater Management;

2. Transitway: Roadway;

3. Transitway: Bridges;

4. Bus Rapid Transit Stations;

5. Intelligent Transportation Systems/Bus Priority Systems;

6. Traffic Signals;

7. Lighting;

8. Utilities;

9. Landscaping;

10. Liability/Insurance; and

11. Dispute Resolution.

ARTICLE II: NOTICES

Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, including by messenger or a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or upon receipt, if mailed. A Party may change its address for receipt of notices by service of notice of such change in accordance herewith.

If to VDOT:

Bill Cuttler, P.E.
Northern Virginia District Engineer
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030
Phone: (540) 829-7511
Email: william.cuttler@vdot.virginia.gov
With a copy to:
Office of the Attorney General
Attn: Transportation and Construction Section Chief
202 N. 9th Street
Richmond, Virginia 2321

If to the COUNTY:

Gregg L. Steverson, P.E., PTOE
Director, Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
Phone: (703) 877-5675
Email: gregg.steverson@fairfaxcounty.gov
With a copy to:
Fairfax County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035
(703) 324-2421

ARTICLE III: GENERAL TERMS AND CONDITIONS

A. This Agreement contains the understanding of the Parties as of the signature date, and may not be amended, modified, or discharged, nor may any of its terms be waived except by an instrument in writing signed by all of the Parties.

B. Once properly executed, this Agreement shall remain in effect unless terminated by either Party upon sixty (60) days written notice. If the project is terminated, the disposition of easements granted and property acquired will be addressed in the conveyance documents.

C. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.

D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

E. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third-party beneficiary status for any entity or person other than the Parties hereto.

F. This Agreement has been drafted jointly by the Parties. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

G. All Parties will be afforded the opportunity, with notice, to inspect, review and comment on, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.

H. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

I. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations and allocations.

J. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of

race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000(d) et. seq.).

K. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that VDOT will not request the Office of the Attorney General to, and the County will not, bring a suit, or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law upon satisfaction of the alternative dispute resolution procedures set forth in Article V.

L. This Agreement is governed by the laws of the Commonwealth of Virginia and any litigation hereto shall be brought in accordance with the provisions of Code § 8.01-261 in the circuit courts of the Commonwealth.

ARTICLE IV: FUNDING LIMITATIONS

A. It is the expectation of the Parties to this Agreement that all obligations of the County arising under this Agreement will be fully funded.

B. The County agrees to seek sufficient funding through the budgetary process or other means to fulfill their obligations under this Agreement. The County's obligation to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Fairfax County Board of Supervisors, such appropriations to be made or not in the sole discretion of the Board of Supervisors.

C. Any obligations of VDOT pursuant to this Agreement are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board. This Agreement sets forth no obligation of VDOT to expend, pay, or reimburse any funds. Any obligation of VDOT to provide funding to support Project activities shall be provided in the PAA and JOMP.

ARTICLE V: DISPUTE RESOLUTION

A. VDOT and County will first attempt to resolve any disputes or disagreements at the field level through best efforts and good faith negotiations between their respective points of contact for the Project.

B. Any dispute that cannot be resolved in accordance with the procedures set forth above in subsection A may, at the election of either Party, be presented in writing to VDOT's Northern Virginia District Administrator/Engineer and the Director of the Fairfax County Department of Transportation, who shall meet and confer on the matter within sixty (60) days. Any resolution of the dispute reached in accordance with the procedures of this subsection B shall be reduced to writing signed by VDOT's Northern Virginia District Administrator/Engineer and the Director of the Fairfax County Department of Transportation.

C. Any dispute that cannot be resolved in accordance with the procedures set forth in subsection B may, at the election of either Party, be presented in writing to VDOT's Commissioner of Highways and the County Executive of Fairfax County, who shall meet and confer on the matter within sixty (60) days. Any resolution of the dispute reached in accordance with the procedures of this subsection C shall be reduced to writing signed by VDOT's Commissioner of Highways and the County Executive of Fairfax County.

D. Upon the exhaustion of the multi-tiered alternative dispute resolution procedures set forth in this Article V, either Party may initiate litigation of any claim or dispute arising under this Agreement; however, no such action shall be brought unless and until the Party seeking to file suit has fully complied with the procedures set forth in this Article V.

THIS AGREEMENT, properly executed by their duly authorized representatives below, shall be binding upon both Parties, their successors and assigns.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

By: _____ _____
Stephen C. Brich, P.E. Date
Commissioner of Highways

COUNTY OF FAIRFAX, VIRGINIA

By: _____ _____
Bryan J. Hill Date
County Executive

Attachment A: RHBRT Deed of Easement (Draft)

DEED OF EASEMENT (DRAFT)

RICHMOND HIGHWAY BUS RAPID TRANSIT– VDOT ROADS)

Fairfax County
Tax Map Numbers:

After recordation return to Grantee's Address: ATTN: Director of Land Acquisition Division
Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, VA 22035

EXHIBIT PLAT ATTACHED TO THIS DEED ALSO RECORDED IN STATE HIGHWAY PLAT BOOK _____ AT PAGE _____

Exempted from Grantor taxes under Section 58.1-811(C)(4) and (5) and from Grantee taxes and fees pursuant to Va. Code Sections 58.1-811 (A)(3)

THIS DEED OF EASEMENT ("**Deed**") is made as of the ____ day of _____, 20___, by and between **COMMONWEALTH OF VIRGINIA**, Department of Transportation, acting by and through the Commissioner of Highways ("**VDOT**") (Grantor); and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic ("**County**") (Grantee).

W I T N E S S E T H:

WHEREAS, VDOT owns certain property located within VDOT right-of-way identified as Richmond Highway (Virginia State Route 1) (the "**Property**"); and

WHEREAS, the County has facilitated and will facilitate the construction and installation of various structures, improvements, facilities, utilities and equipment on the Property as part of the Richmond Highway Bus Rapid Transit Project Number 2G40-162-000 (the "**Project**"); and

WHEREAS, as contemplated in the Memorandum of Agreement between The Commonwealth of Virginia, Virginia Department of Transportation and The County of Fairfax,

Virginia for the Design and Construction of the Richmond Highway Bus Rapid Transit Project, VDOT desires to grant and convey to the County, and the County desires to accept, certain easements through the Property; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars, ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, VDOT, does hereby grant and convey unto the County, its successors and assigns, without warranty, the following described easement rights, as well as any interest that VDOT, respectively, may hold in and to the Transit Facilities (as hereinafter defined) within the Transit Facilities Easements (as hereinafter defined), for the purposes set forth below and subject to the conditions set forth herein:

The Transit Facilities Easements ("**Transit Facilities Easements**"), being located in, upon, over, under and across the Property, for the purpose of constructing, operating, maintaining, repairing, replacing, modifying, relocating, reconstructing and removing a transit system and related transit facilities and appurtenances, without limitation., Project, duct banks and related facilities constructed or installed within the Transit Facilities Easements (collectively, the "**Transit Facilities**"). All Transit Facilities will be owned and operated by the County. The term "Transit Facilities" as used herein shall include those facilities located within the easement that are to be maintained by the County and will exclude those facilities that are maintained by VDOT.

The locations and limits of the Transit Facilities Easements shall be as described herein and as generally shown on the plans attached hereto as Attachment A, Transitway Easement Plan Sheet-Richmond Highway (Draft)which is part of the Richmond Highway Bus Rapid Transit, Project Number 2G40-162-000. The Transit Facilities Easements shall be permanent and perpetual in nature, and run with the land, except as provided below.

Transit Facilities Easements contain Transit Facilities constructed at grade level or partially below grade level (such as foundations, supporting structures, and utility lines). The boundaries of the Easements shall to the "exterior most" upper, lower and lateral surfaces of all Transit Facilities constructed within the Easements, as shown on Exhibit A, Transitway Easement Plan Sheet (Draft). Notwithstanding the foregoing Easement boundaries, with respect to those portions of the Easements located at grade level, the County shall have the right to enter the area immediately adjacent the Easement to the extent necessary for the full and free use and operation of its Transit Facilities located within such Easements, provided that such use does not interfere with the use and

operation of the Property, as determined by VDOT. To the extent that the Easements or portions thereof shall be for the County's use for the purposes listed above, such areas are marked in Exhibit A, Transitway Easement Plan Sheet (Draft) as a Transit Operations Area; provided, however, that VDOT shall have the right to enter such area for inspection, maintenance, or operation of its respective right-of-way/property upon reasonable notice to the County, which will be in writing unless an emergency makes written notice impracticable, and after the County has taken all necessary and appropriate actions to provide VDOT with safe access to the relevant Transit Operations Area. Any portion of the Easement which is not located within the Transit Operations Area in the Deed of Easement shall be for the County's non-exclusive use, and VDOT may make any use of the easement area provided that such use shall not be inconsistent with the rights herein conveyed and shall not interfere with the use of said easements by the County for the purposes named.

The Transit Facilities Easements shall be subject to the following terms:

1. All Transit Facilities which are constructed or installed within the Transit Facilities Easements shall be and remain the property of the County, its successors and assigns, however, the underlying fee of the property remains in VDOT if these easements are in VDOT right of way. The County and its agents shall have full and free use of the Transit Facilities Easements for the purposes named, and in addition to any existing public access rights, the County shall have the right of access thereto, including parking rights for the County facilities, pursuant to any applicable provisions of the Joint Operations and Management Plan.
2. It is understood that the County may in the future need minor modifications, including but not limited to, extensions of the Transit Facilities Easements to accommodate additional Transit Facilities. In such cases, the County will request a modification of the applicable Transit Facilities Easement from VDOT, as applicable, which will not be unreasonably denied.
3. The County also shall have the right to install, operate, maintain and replace communications systems, equipment and facilities, including, without limitation, fiber optic cabling, within any County area of the Transit Facilities Easements as and to the extent required for the County to comply with applicable state or federal regulations, ordinances

or statutes mandating the provision of such systems, equipment and facilities within the Transit Facilities for the benefit of its passengers and patrons.

4. The County shall have the right to assign the Transit Facilities Easements in whole or in part to a successor entity or agency who will be the owner and/or operator of the Transit Facilities. An assignment to any other entity or agency shall require the prior written consent of VDOT.
5. In no event shall any provision in this Deed of Easement be construed to constitute a waiver of any sovereign immunity of the Commonwealth of Virginia or the County.
6. Nothing contained herein, express or implied, is intended to or shall confer upon any non-party any rights, benefits or remedies of any nature whatsoever under or by reason of this Deed of Easement.
7. This Deed of Easement shall be construed in accordance with laws of the Commonwealth of Virginia.
8. The easement rights conveyed herein are easements for a particular purpose, personal to the County, but subject to the County's assignment rights as set forth in this Deed, and further subject to any right, privilege, easement, condition or restriction encumbering the Property of record, whether located above, upon, or under the surface. The Transit Facilities Easements granted to and covenants received from the County shall run with the land and shall be binding on the parties, and their successors and assigns.
9. If the Transit Facilities Easements, or any portion of them, cease to be used for a public transit system, the Transit Facilities Easements, or such portion, shall automatically terminate and all real property interests within such terminated Transit Facilities Easements or portion thereof conveyed or established under this Deed shall revert to the VDOT, without cost, in a condition which will not harm or decay VDOT facilities and is acceptable to VDOT.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easement to be executed pursuant to due and proper authority as of the date set forth on Page 1 above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

DEED OF EASEMENT
(**RICHMOND HIGHWAY BUS RAPID TRANSIT**

– VDOT ROADS)

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA
A body corporate and politic

BY_____(SEAL)
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of the County of Fairfax on behalf of the County.

_____
Notary Public

My Commission Expires: _____
Notary Registration Number: _____

DEED OF EASEMENT
(**RICHMOND HIGHWAY BUS RAPID TRANSIT** – VDOT ROADS)

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF TRANSPORTATION

BY_____(SEAL)
Lori A. Snider
State Director
Right of Way & Utilities

COMMONWEALTH OF VIRGINIA

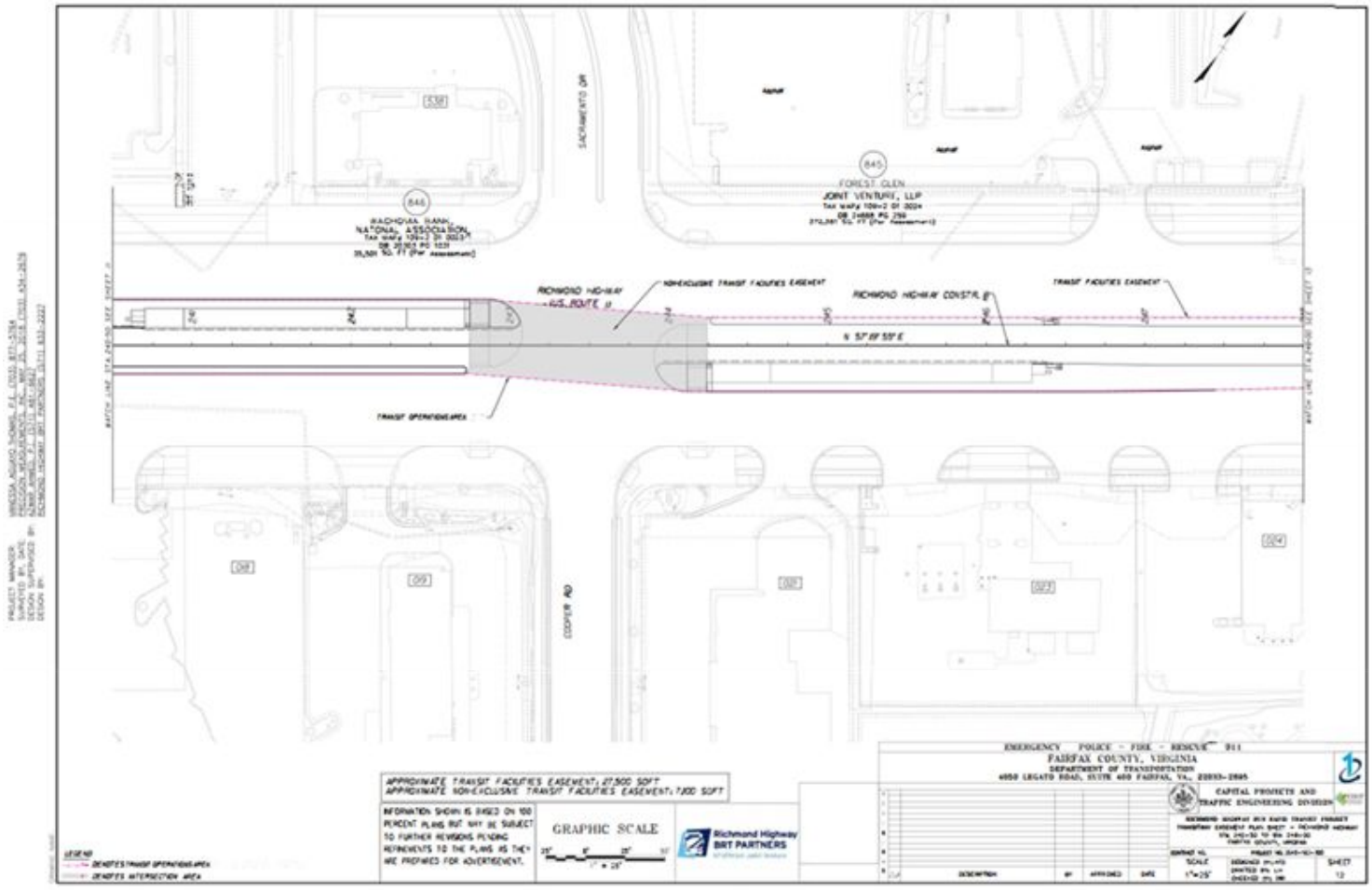
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20_____, by Lori A. Snider, State Director, Right of Way & Utilities, who has been authorized to execute same by the Virginia Department of Transportation.

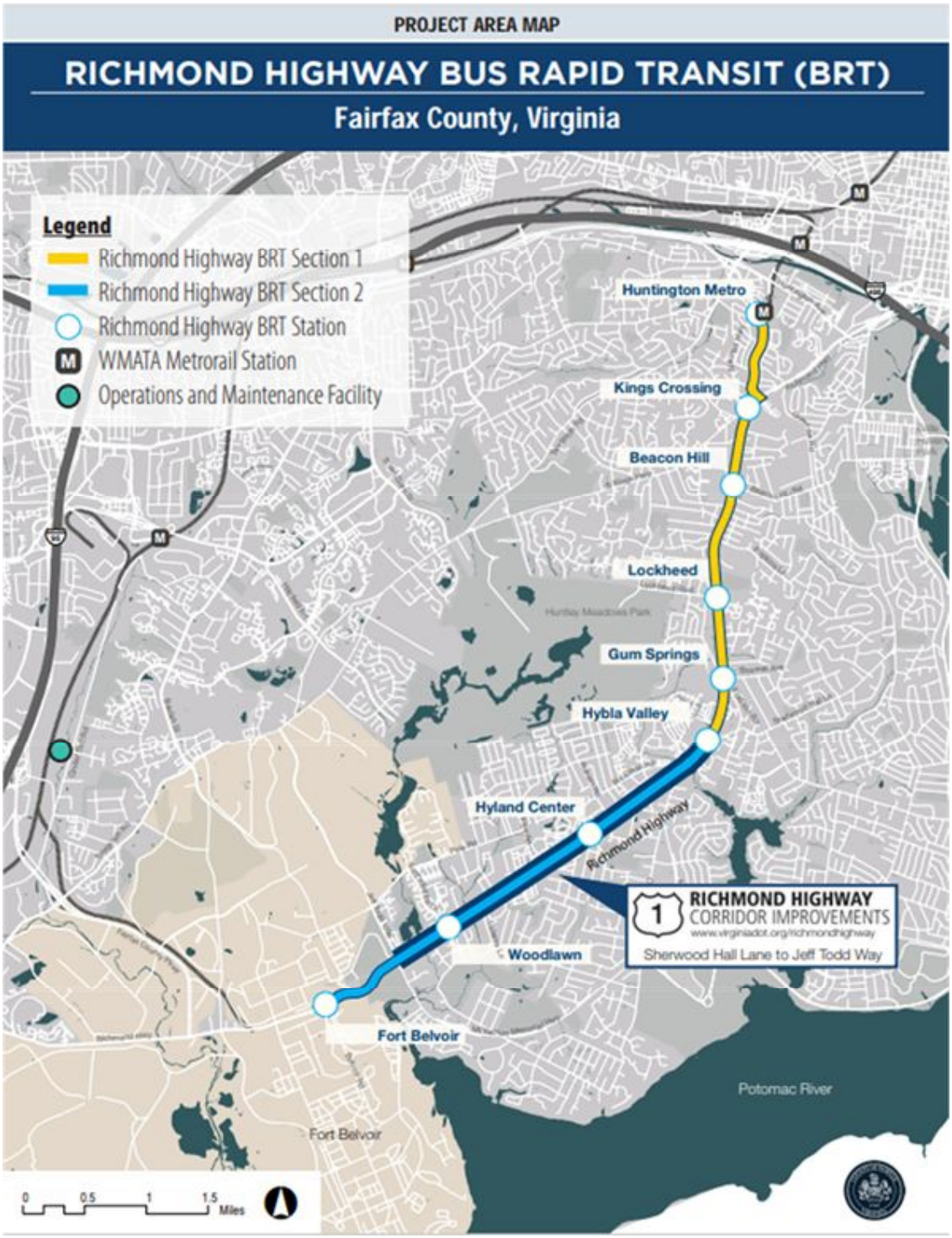
_____
Notary Public

My Commission Expires: _____
Notary Registration Number: _____

Exhibit A: Transitway Easement Plan Sheets-Richmond Highway (Draft)



ATTACHMENT B: Project Depiction



Attachment 2

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR THE
RICHMOND HIGHWAY BUS RAPID TRANSIT (RHBRT) PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 29, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the CTB to establish a project(s), if not already established, for the execution of a Project Administration Agreement (PAA) for the Richmond Highway Bus Rapid Transit Project, Segments 2A and 2B, VDOT Project Numbers 0001-029-205 and 001-029-206, UPC TBD ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to abide by the PAA (Attachment 1) executed pursuant to this resolution.

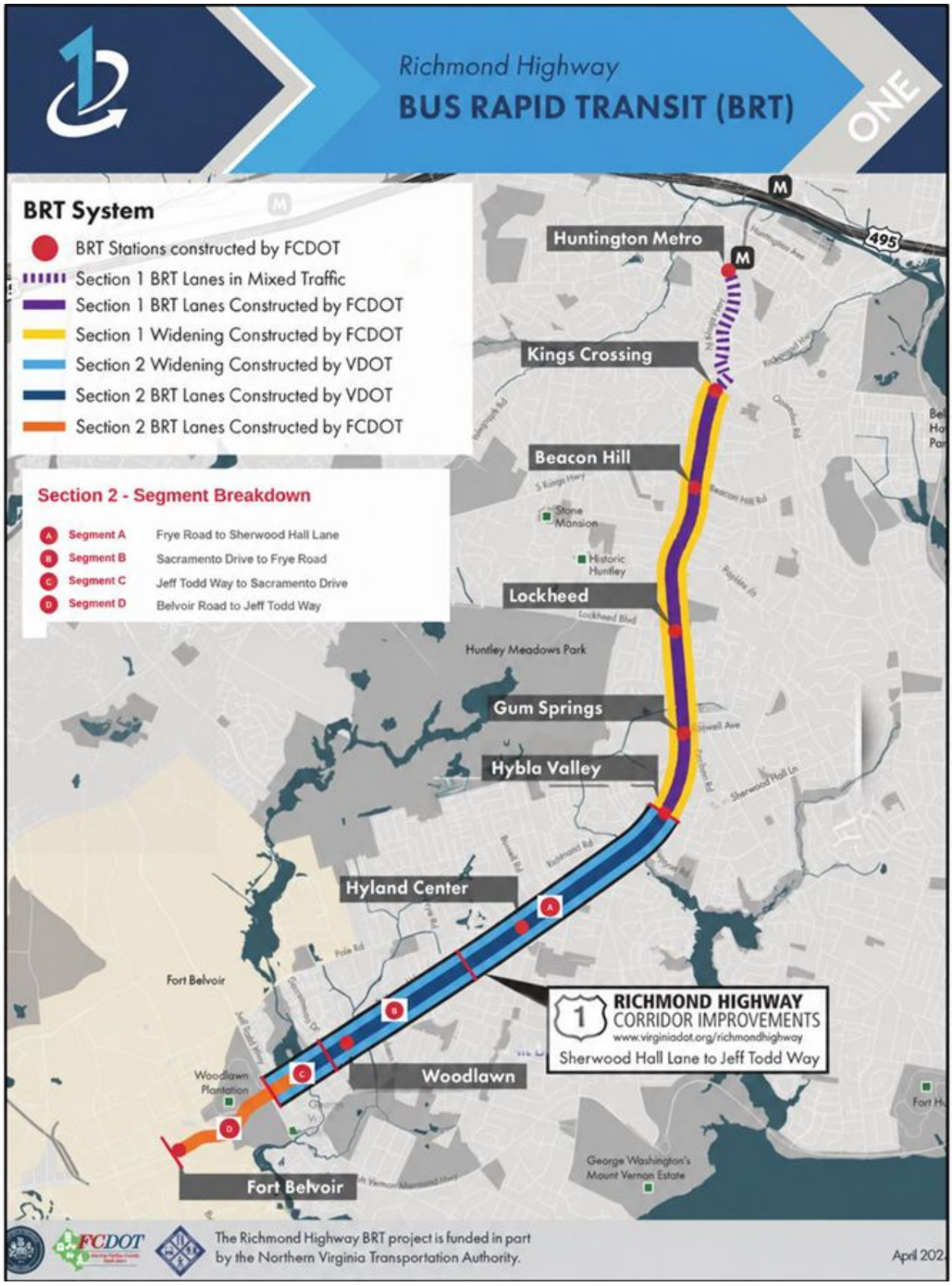
FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the County Executive, or designee, to execute, on behalf of the County of Fairfax, the PAA, and subsequent amendments, with the Virginia Department of Transportation, for the execution of the Project.

ADOPTED this 29th day of September, 2026

A Copy Teste:

_____
Jill G. Cooper
Clerk to the Board of Supervisors

Project Area Map for the Richmond Highway Bus Rapid Transit



Board Agenda Item
September 29, 2026

ACTION – 5

Authorization to Execute a Memorandum of Agreement with the Virginia Department of Transportation for the Design and Construction of the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

ISSUE:
Board of Supervisors' (Board) approval of a Memorandum of Agreement (MOA), substantially in the form of Attachment 1, with the Virginia Department of Transportation (VDOT) for the design and construction of the Richmond Highway Bus Rapid Transit (RHBRT) project. Board approval is requested via resolution (Attachment 2), which will also authorize the County Executive, or designee, to execute the MOA, as well as subsequent amendments, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 2) authorizing the County Executive, or designee, to execute an MOA with VDOT, substantially in the form of Attachment 1, for the design and construction of the RHBRT project.

TIMING:
Board approval is requested on September 29, 2026, to allow the Fairfax County Department of Transportation (FCDOT) to continue with implementation of third-party agreements required by the Federal Transit Administration (FTA) for the Richmond Highway Bus Rapid Transit project.

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

The goal of the RHBRT system is to increase transit ridership along the corridor and ultimately lead to the future Metrorail extension to Hybla Valley. The system is planned to run along Richmond Highway (Route 1) and North Kings Highway from Fort Belvoir to the Huntington Metrorail Station, in two sections. Section 1 runs along North Kings Highway from the Huntington Metrorail Station to Richmond Highway, and along

Richmond Highway to Sherwood Hall Lane. Section 2 extends along Richmond Highway from Sherwood Hall Lane to Belvoir Road at Fort Belvoir.

This agreement memorializes several key project developments. Among them:
The RHBRT project will operate within a transitway easement provided by VDOT within the center of Richmond Highway and will be maintained by the County.
The overall project will adhere to the VDOT Land Use Permit process.
After approval of this agreement, the County and VDOT will enter into a Joint Operations and Maintenance Plan (JOMP) agreement for the operation and maintenance of the RHBRT system.

This agreement is one of several required for the RHBRT project to further advance toward the execution of a Full Funding Grant Agreement (FFGA) with the federal government and subsequent federal funding from the FTA.

EQUITY IMPACT:
The RHBRT corridor runs through some of Fairfax County's most diverse and economically vulnerable communities. Hybla Valley, which lies at the center of the project area, is 41.5% Hispanic and 24.6% Black. Additionally, 8.2% of Hybla Valley families live in poverty. The RHBRT project represents a direct, measurable investment in transit equity for residents who have historically had fewer transportation options.

The One Fairfax Policy calls for community engagement to be inclusive of diverse races, cultures, and other social statuses, to ensure that outreach overcomes barriers to participation. FCDOT conducted outreach for the RHBRT project, including meetings with community members, civic associations, and homeowner's associations (HOAs) at different times and through different outreach media, such as virtual meetings, in-person public information meetings, open houses, and corridor pop-ups. This engagement approach reflects the county's commitment to ensuring residents have a meaningful voice in shaping a project that directly affects daily mobility and transportation options.

The RHBRT project aligns with multiple focus areas of the One Fairfax Policy. Construction of the proposed facility supports Focus Area 2, safely connecting more housing units to multiple modes of transport. Improved walkability advances Focus Area 8's goal by enhancing the quality of life for everyone in the neighborhood and providing a safe, well-maintained travel route between neighborhoods. The overall goal of the project aligns with Focus Area 11's guidance to protect existing stable neighborhoods and green spaces and thereby allow residents to access transportation modes that promote employment opportunities, housing, amenities, and services for all. Finally, the project promotes Focus Area 14's goal of providing a multimodal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals

of Fairfax County and provides accessible mobility solutions based on the principles of sustainability, diversity, and community health.

FISCAL IMPACT:
This agreement establishes a framework for the administration of the RHBRT but does not include language regarding funding requirements. As such, there is no impact on the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Memorandum of Agreement for the Design and Construction of the Richmond Highway Bus Rapid Transit Project
Attachment 2: Resolution to Execute an Agreement for the Richmond Highway Bus Rapid Transit (BRT) Project

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Vanessa Aguayo, Chief, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:
Hayden Codding, Assistant County Attorney

8/2026

AGREEMENT NO.

MEMORANDUM OF AGREEMENT

BETWEEN

THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF FAIRFAX, VIRGINIA

FOR THE DESIGN AND CONSTRUCTION

OF THE RICHMOND HIGHWAY BUS RAPID TRANSIT PROJECT

THIS MEMORANDUM OF AGREEMENT (Agreement) is made, as of the date of the final signature below, by and between the Commonwealth of Virginia, Department of Transportation (VDOT), and the County of Fairfax, Virginia Board of Supervisors (County) (each a Party, and together as the Parties).

RECITALS

WHEREAS, in accordance with the Embark Richmond Highway, Comprehensive Plan Amendment (2015-IV-MV1), adopted by the County in 2018, significant infrastructure improvements are planned along U.S. Route 1 (Richmond Highway), between the Washington Metropolitan Area Transit Authority's Huntington Station and the US Army's Fort Belvoir; and

WHEREAS, these improvements include the construction and operation of a new 7.4-mile bus rapid transit (BRT) system operating separately from the general-purpose lanes by easement in a new median transitway within and along Richmond Highway (see Attachment A, RHBRT Deed of Easement(Draft)); and

WHEREAS, the design and construction of these infrastructure improvements, known collectively as the "Richmond Highway Bus Rapid Transit Project" (Project), will be comprised of two sections: Section 1, from Huntington Metro Station to Sherwood Hall Lane, and Section 2, from Sherwood Hall Lane to Fort Belvoir (see Attachment B, Project Depiction); and

WHEREAS, the widening of Richmond Highway for Section 1 will be completed by the County as part of the Project and the widening for Section 2 will be completed by VDOT as part of the separate, VDOT-administered "Richmond Highway Route 1 Corridor Improvements Project"; and

WHEREAS, construction of the Project requires the widening of Richmond Highway between Shields Avenue and Jeff Todd Way, a federally-owned connector road to Fort Belvoir, to accommodate the transitway within the new median and

WHEREAS, VDOT is the property owner, and also operates and maintains the general-purpose lanes of Richmond Highway throughout the length of the Project, with the exception of the segment south of Jeff Todd Way at Fort Belvoir, where the United States is the property owner of the general purpose lanes and VDOT operates and maintains the lanes by easement; and

WHEREAS, the County is seeking funding for the Project in the form of a discretionary fixed guideway capital investment grant administered by the Federal Transit Administration pursuant to 49 U.S.C. § 5309 and, as the grant applicant, the County will demonstrate: (i) the legal, financial, and technical capacity to carry out the Project, including the safety and security aspects of the Project; (ii) satisfactory continuing control over the useful life of all equipment and/or facilities, ensuring through this Agreement and deeds of conveyance that the real property will be used for public transportation purposes or reverted to the County; and (iii) the technical and financial capacity to maintain new and existing equipment, facilities, and transit services; and

WHEREAS, the County and VDOT agree that the Project is in the County's and

VDOT's best interests and, once completed and accepted into the systems of state highways, VDOT will be the state agency with overall administrative oversight and jurisdiction for the Richmond Highway right-of-way, including that portion encompassing the BRT system; and

WHEREAS, the Parties have agreed that the Project as a whole, including Sections 1 and 2, will follow state law and VDOT's policies and procedures for all aspects of the Project's administration under VDOT's oversight, including VDOT's land use permit practices and those set forth in the VDOT Utility Manual; and

WHEREAS, the Parties have also determined to enter into a further Project Administration Agreement (PAA) for construction of the Project and a Joint Operations and Maintenance Plan (JOMP) agreement for the operation and maintenance of the bus rapid transit lanes prior to the commencement of service.

NOW, THEREFORE, for, and in consideration of, the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I: DUTIES OF THE PARTIES

A. The County agrees to:

1. Request from VDOT, on behalf of the Project, a land use permit for the design and construction of the Project;

2. Assign and designate a point of contact for the Project so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

3. Be solely responsible for the management and administration of the Project and all engagements, commitments, and agreements with contractors. County shall ensure that County's contractors maintain surety bonds and insurance in amounts and with coverages that VDOT requires under its then-current Road and Bridge Specifications for all work to be performed for the Project;

4. Meet all mitigation requirements described in the National Environmental Policy Act (NEPA) Categorical Exclusion for the Project and Section 106 of the National Historic Preservation Act of 1966.

5. Obtain written comments and approval from VDOT for the following Project activities and/or documents:

    a. Design and construction plan changes for the Project that affect Richmond Highway or other roadways maintained by VDOT;

    b. Project schedules and schedule updates, as they relate to VDOT; and

    c. Formal completion of, and final approvals, for Project construction;

6. Prepare and provide plans and plats for the acquisition of any right-of-way needed for the Project which shall be acquired by the County for conveyance to VDOT;

7. Coordinate with utility owners and other stakeholders, prepare utility relocation plans, obtain utility agreements, and relocate utilities as required for the Project. The County shall prepare deeds and plats acceptable to VDOT as required for transfer of easements to VDOT;

8. In coordination with VDOT, apply for and obtain all required environmental permits for the widening and transitway of Section 1 and the transitway portions of Section 2, including for compensatory mitigation and approvals;

9. Advertise and award Project contracts in accordance with all applicable federal, state, and local procurement laws and regulations;

10. Conduct and document the Project construction final inspection with VDOT and provide final inspection documentation to VDOT;

11. Provide final and as-built Project plans to VDOT;

12. Prepare a deed, a metes and bounds description, and/or a survey plat acceptable to VDOT of the interest in property to be conveyed to VDOT acquired as part of Section 1 of the Project. Mark all property corners with permanent survey markers per VDOT specifications;

13. Prepare a deed, a metes and bounds description, and/or a survey plat of the property acceptable to VDOT to be permitted, granted by easement, or otherwise assigned from VDOT to the County for the Project. Mark all property corners with permanent survey markers per VDOT specifications;

14. Prepare periodic written status reports on the Project, which shall be furnished to VDOT on such frequency as may be established by the Parties;

15. Hold regular meetings on such frequency as may be established by the Parties regarding the status of the Project;

16. Allow VDOT, and/or its consultants, reasonable access to the Project throughout the procurement, design, right-of-way acquisition, and construction phases of the Project for the purpose of, including but not limited to, participation in field reviews, onsite inspections, records reviews, and monitoring the entire process;

17. Approve the final designs for all Project improvements related to facilities that are owned, operated, and/or maintained by the County when the final designs are satisfactory to the County and to VDOT;

18. Prepare and maintain a Project schedule throughout the Project to include (i) an initial schedule for review and approval by the Parties; (ii) establishment of a baseline schedule upon approval of the initial schedule; (iii) development of interim milestones that could allow portions of the Project to be completed in advance to provide incremental improvements in capacity and/or functionality during construction; and (iv) monthly updates of the Project schedule with explanations for variations in planned activities. The schedule shall be developed prior to contract award;

19. Until any final acceptance by VDOT, cause to be maintained, in accordance with VDOT's standards, all Project facilities constructed by the County or its contractors that are slated to be conveyed to VDOT within VDOT right-of-way or easement;

20. After notice to VDOT so that traffic control measures can be put in place, conduct construction on roadways in such a manner so as to not unreasonably disrupt the movement of pedestrian/bicycle and vehicular traffic, including access to operating businesses, to the extent permitted by construction based on VDOT-approved maintenance of traffic plans;

21. Ensure that communications to all existing traffic signals throughout the Project limits are maintained through the duration of construction activities unless coordinated in advance with VDOT/owner as per the construction contract documents;

22. Receive VDOT/Virginia Information Technologies Agency (VITA) approval for any and all electronic devices that may be utilized within the Project, including Bluetooth.

23. Unless otherwise agreed in writing by the Parties, install signs and associated structures, pavements, pavement markings, signals, intelligent transportation systems, lighting, railings, landscaping, drainage features, and barricades in accordance with plans approved by VDOT, VITA and the County, in compliance with all applicable standards and requirements used by VDOT, VITA and the County, including but not limited to the most current respective editions of: the Manual on Uniform Traffic Control Devices, the Virginia Work Area Protection Manual, the VDOT Northern Virginia District Traffic Engineering design memoranda for Traffic Control Devices, VDOT's Road and Bridge Specification, and VDOT's Road and Bridge Standards. If there is any conflict between the applicable standards and requirements set forth herein, the Parties agree to resolve any such question as to order of precedence using the procedures set forth in Article V of this Agreement. For those items to be maintained by VDOT, the County shall be responsible for maintaining the items until accepted by VDOT for maintenance subject to the JOMP agreement;

24. Conduct and document the final construction inspection for the Project with VDOT in attendance and provide final inspection documentation to VDOT;

25. With VDOT's approval, provide special provisions and notice of restrictions to County contractors for roads maintained by VDOT that are affected by the Project. These special provisions and notice of restrictions shall be listed as flow-down requirements in the construction contract documents and will serve as the basis for the maintenance of traffic (control) plans prepared prior to the issuance of VDOT land use permits;

26. In accordance with applicable federal and state laws, provide all right-of-way services for Section 1 and the transitway portions of Section 2;

27. Provide a public outreach coordinator for the duration of the construction phase of the Project; and

28. Make reasonable efforts to maintain the schedule and funding established for the Project, subject to appropriations made by the Board of Supervisors of Fairfax County, Virginia.

B. VDOT agrees to:

1. Assign and designate a point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

2. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;

3. After VDOT's approval of Project construction plans, issue land use permits for access necessary for construction and, upon completion of construction, grant easements as appropriate for the operation of the Project;

4. Regulate and control future access to, and use of, the median transitway by review and approval of proposed future connections to ensure that the transitway continues to operate in a manner acceptable to both the County and VDOT;

5. As appropriate, and in VDOT's sole discretion, provide approvals for any County design or construction modifications or additions to the Project that are beyond the initial design of the approved plan;

6. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other Project activities as applicable;

7. Cooperate in the County's activities, as necessary, to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the County in obtaining permits for the Project;

8. Cooperate in applicable Project activities, including right-of-way acquisition and utility relocation, in accordance with the Project's Real Estate Acquisition Management Plan, to ensure satisfactory completion of the Project; and

9. Participate in the final inspection of the constructed facility.

C. Operations will not commence until the Parties have negotiated and executed a mutually acceptable JOMP in order to formalize operations and maintenance responsibilities and provide funding for certain tasks that are assigned to the County. At a minimum, the JOMP shall address the following topics:

1. Drainage and Stormwater Management;

2. Transitway: Roadway;

3. Transitway: Bridges;

4. Bus Rapid Transit Stations;

5. Intelligent Transportation Systems/Bus Priority Systems;

6. Traffic Signals;
7. Lighting;
8. Utilities;
9. Landscaping;
10. Liability/Insurance; and
11. Dispute Resolution.

ARTICLE II: NOTICES

Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, including by messenger or a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or upon receipt, if mailed. A Party may change its address for receipt of notices by service of notice of such change in accordance herewith.

If to VDOT:

Bill Cuttler, P.E.
Northern Virginia District Engineer
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030
Phone: (540) 829-7511
Email: william.cuttler@vdot.virginia.gov
With a copy to:
Office of the Attorney General
Attn: Transportation and Construction Section Chief
202 N. 9th Street
Richmond, Virginia 2321

If to the COUNTY:

Gregg L. Steverson, P.E., PTOE
Director, Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
Phone: (703) 877-5675
Email: gregg.steverson@fairfaxcounty.gov
With a copy to:
Fairfax County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035
(703) 324-2421

ARTICLE III: GENERAL TERMS AND CONDITIONS

A. This Agreement contains the understanding of the Parties as of the signature date, and may not be amended, modified, or discharged, nor may any of its terms be waived except by an instrument in writing signed by all of the Parties.

B. Once properly executed, this Agreement shall remain in effect unless terminated by either Party upon sixty (60) days written notice. If the project is terminated, the disposition of easements granted and property acquired will be addressed in the conveyance documents.

C. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.

D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

E. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third-party beneficiary status for any entity or person other than the Parties hereto.

F. This Agreement has been drafted jointly by the Parties. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

G. All Parties will be afforded the opportunity, with notice, to inspect, review and comment on, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.

H. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

I. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations and allocations.

J. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of

race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000(d) et. seq.).

K. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that VDOT will not request the Office of the Attorney General to, and the County will not, bring a suit, or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law upon satisfaction of the alternative dispute resolution procedures set forth in Article V.

L. This Agreement is governed by the laws of the Commonwealth of Virginia and any litigation hereto shall be brought in accordance with the provisions of Code § 8.01-261 in the circuit courts of the Commonwealth.

ARTICLE IV: FUNDING LIMITATIONS

A. It is the expectation of the Parties to this Agreement that all obligations of the County arising under this Agreement will be fully funded.

B. The County agrees to seek sufficient funding through the budgetary process or other means to fulfill their obligations under this Agreement. The County's obligation to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Fairfax County Board of Supervisors, such appropriations to be made or not in the sole discretion of the Board of Supervisors.

C. Any obligations of VDOT pursuant to this Agreement are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board. This Agreement sets forth no obligation of VDOT to expend, pay, or reimburse any funds. Any obligation of VDOT to provide funding to support Project activities shall be provided in the PAA and JOMP.

ARTICLE V: DISPUTE RESOLUTION

A. VDOT and County will first attempt to resolve any disputes or disagreements at the field level through best efforts and good faith negotiations between their respective points of contact for the Project.

B. Any dispute that cannot be resolved in accordance with the procedures set forth above in subsection A may, at the election of either Party, be presented in writing to VDOT's Northern Virginia District Administrator/Engineer and the Director of the Fairfax County Department of Transportation, who shall meet and confer on the matter within sixty (60) days. Any resolution of the dispute reached in accordance with the procedures of this subsection B shall be reduced to writing signed by VDOT's Northern Virginia District Administrator/Engineer and the Director of the Fairfax County Department of Transportation.

C. Any dispute that cannot be resolved in accordance with the procedures set forth in subsection B may, at the election of either Party, be presented in writing to VDOT's Commissioner of Highways and the County Executive of Fairfax County, who shall meet and confer on the matter within sixty (60) days. Any resolution of the dispute reached in accordance with the procedures of this subsection C shall be reduced to writing signed by VDOT's Commissioner of Highways and the County Executive of Fairfax County.

D. Upon the exhaustion of the multi-tiered alternative dispute resolution procedures set forth in this Article V, either Party may initiate litigation of any claim or dispute arising under this Agreement; however, no such action shall be brought unless and until the Party seeking to file suit has fully complied with the procedures set forth in this Article V.

THIS AGREEMENT, properly executed by their duly authorized representatives below, shall be binding upon both Parties, their successors and assigns.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

By: _____ _____
Stephen C. Brich, P.E. Date
Commissioner of Highways

COUNTY OF FAIRFAX, VIRGINIA

By: _____ _____
Bryan J. Hill Date
County Executive

Attachment A: RHBRT Deed of Easement (Draft)

DEED OF EASEMENT (DRAFT)

RICHMOND HIGHWAY BUS RAPID TRANSIT– VDOT ROADS)

Fairfax County
Tax Map Numbers:

After recordation return to Grantee's Address: ATTN: Director of Land Acquisition Division
Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, VA 22035

EXHIBIT PLAT ATTACHED TO THIS DEED ALSO RECORDED IN STATE HIGHWAY PLAT BOOK _____ AT PAGE _____

Exempted from Grantor taxes under Section 58.1-811(C)(4) and (5) and from Grantee taxes and fees pursuant to Va. Code Sections 58.1-811 (A)(3)

THIS DEED OF EASEMENT ("**Deed**") is made as of the ____ day of _____, 20___, by and between **COMMONWEALTH OF VIRGINIA**, Department of Transportation, acting by and through the Commissioner of Highways ("**VDOT**") (Grantor); and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic ("**County**") (Grantee).

W I T N E S S E T H:

WHEREAS, VDOT owns certain property located within VDOT right-of-way identified as Richmond Highway (Virginia State Route 1) (the "**Property**"); and

WHEREAS, the County has facilitated and will facilitate the construction and installation of various structures, improvements, facilities, utilities and equipment on the Property as part of the Richmond Highway Bus Rapid Transit Project Number 2G40-162-000 (the "**Project**"); and

WHEREAS, as contemplated in the Memorandum of Agreement between The Commonwealth of Virginia, Virginia Department of Transportation and The County of Fairfax,

Virginia for the Design and Construction of the Richmond Highway Bus Rapid Transit Project, VDOT desires to grant and convey to the County, and the County desires to accept, certain easements through the Property; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars, ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, VDOT, does hereby grant and convey unto the County, its successors and assigns, without warranty, the following described easement rights, as well as any interest that VDOT, respectively, may hold in and to the Transit Facilities (as hereinafter defined) within the Transit Facilities Easements (as hereinafter defined), for the purposes set forth below and subject to the conditions set forth herein:

The Transit Facilities Easements ("**Transit Facilities Easements**"), being located in, upon, over, under and across the Property, for the purpose of constructing, operating, maintaining, repairing, replacing, modifying, relocating, reconstructing and removing a transit system and related transit facilities and appurtenances, without limitation., Project, duct banks and related facilities constructed or installed within the Transit Facilities Easements (collectively, the "**Transit Facilities**"). All Transit Facilities will be owned and operated by the County. The term "Transit Facilities" as used herein shall include those facilities located within the easement that are to be maintained by the County and will exclude those facilities that are maintained by VDOT.

The locations and limits of the Transit Facilities Easements shall be as described herein and as generally shown on the plans attached hereto as Attachment A, Transitway Easement Plan Sheet-Richmond Highway (Draft)which is part of the Richmond Highway Bus Rapid Transit, Project Number 2G40-162-000. The Transit Facilities Easements shall be permanent and perpetual in nature, and run with the land, except as provided below.

Transit Facilities Easements contain Transit Facilities constructed at grade level or partially below grade level (such as foundations, supporting structures, and utility lines). The boundaries of the Easements shall to the "exterior most" upper, lower and lateral surfaces of all Transit Facilities constructed within the Easements, as shown on Exhibit A, Transitway Easement Plan Sheet (Draft). Notwithstanding the foregoing Easement boundaries, with respect to those portions of the Easements located at grade level, the County shall have the right to enter the area immediately adjacent the Easement to the extent necessary for the full and free use and operation of its Transit Facilities located within such Easements, provided that such use does not interfere with the use and

operation of the Property, as determined by VDOT. To the extent that the Easements or portions thereof shall be for the County's use for the purposes listed above, such areas are marked in Exhibit A, Transitway Easement Plan Sheet (Draft) as a Transit Operations Area; provided, however, that VDOT shall have the right to enter such area for inspection, maintenance, or operation of its respective right-of-way/property upon reasonable notice to the County, which will be in writing unless an emergency makes written notice impracticable, and after the County has taken all necessary and appropriate actions to provide VDOT with safe access to the relevant Transit Operations Area. Any portion of the Easement which is not located within the Transit Operations Area in the Deed of Easement shall be for the County's non-exclusive use, and VDOT may make any use of the easement area provided that such use shall not be inconsistent with the rights herein conveyed and shall not interfere with the use of said easements by the County for the purposes named.

The Transit Facilities Easements shall be subject to the following terms:

1. All Transit Facilities which are constructed or installed within the Transit Facilities Easements shall be and remain the property of the County, its successors and assigns, however, the underlying fee of the property remains in VDOT if these easements are in VDOT right of way. The County and its agents shall have full and free use of the Transit Facilities Easements for the purposes named, and in addition to any existing public access rights, the County shall have the right of access thereto, including parking rights for the County facilities, pursuant to any applicable provisions of the Joint Operations and Management Plan.
2. It is understood that the County may in the future need minor modifications, including but not limited to, extensions of the Transit Facilities Easements to accommodate additional Transit Facilities. In such cases, the County will request a modification of the applicable Transit Facilities Easement from VDOT, as applicable, which will not be unreasonably denied.
3. The County also shall have the right to install, operate, maintain and replace communications systems, equipment and facilities, including, without limitation, fiber optic cabling, within any County area of the Transit Facilities Easements as and to the extent required for the County to comply with applicable state or federal regulations, ordinances

or statutes mandating the provision of such systems, equipment and facilities within the Transit Facilities for the benefit of its passengers and patrons.

4. The County shall have the right to assign the Transit Facilities Easements in whole or in part to a successor entity or agency who will be the owner and/or operator of the Transit Facilities. An assignment to any other entity or agency shall require the prior written consent of VDOT.
5. In no event shall any provision in this Deed of Easement be construed to constitute a waiver of any sovereign immunity of the Commonwealth of Virginia or the County.
6. Nothing contained herein, express or implied, is intended to or shall confer upon any non-party any rights, benefits or remedies of any nature whatsoever under or by reason of this Deed of Easement.
7. This Deed of Easement shall be construed in accordance with laws of the Commonwealth of Virginia.
8. The easement rights conveyed herein are easements for a particular purpose, personal to the County, but subject to the County's assignment rights as set forth in this Deed, and further subject to any right, privilege, easement, condition or restriction encumbering the Property of record, whether located above, upon, or under the surface. The Transit Facilities Easements granted to and covenants received from the County shall run with the land and shall be binding on the parties, and their successors and assigns.
9. If the Transit Facilities Easements, or any portion of them, cease to be used for a public transit system, the Transit Facilities Easements, or such portion, shall automatically terminate and all real property interests within such terminated Transit Facilities Easements or portion thereof conveyed or established under this Deed shall revert to the VDOT, without cost, in a condition which will not harm or decay VDOT facilities and is acceptable to VDOT.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easement to be executed pursuant to due and proper authority as of the date set forth on Page 1 above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

DEED OF EASEMENT
(**RICHMOND HIGHWAY BUS RAPID TRANSIT**

– VDOT ROADS)

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA
A body corporate and politic

BY_____(SEAL)
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of the County of Fairfax on behalf of the County.

_____
Notary Public

My Commission Expires: _____
Notary Registration Number: _____

DEED OF EASEMENT
(**RICHMOND HIGHWAY BUS RAPID TRANSIT** – VDOT ROADS)

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF TRANSPORTATION

BY_____(SEAL)
Lori A. Snider
State Director
Right of Way & Utilities

COMMONWEALTH OF VIRGINIA

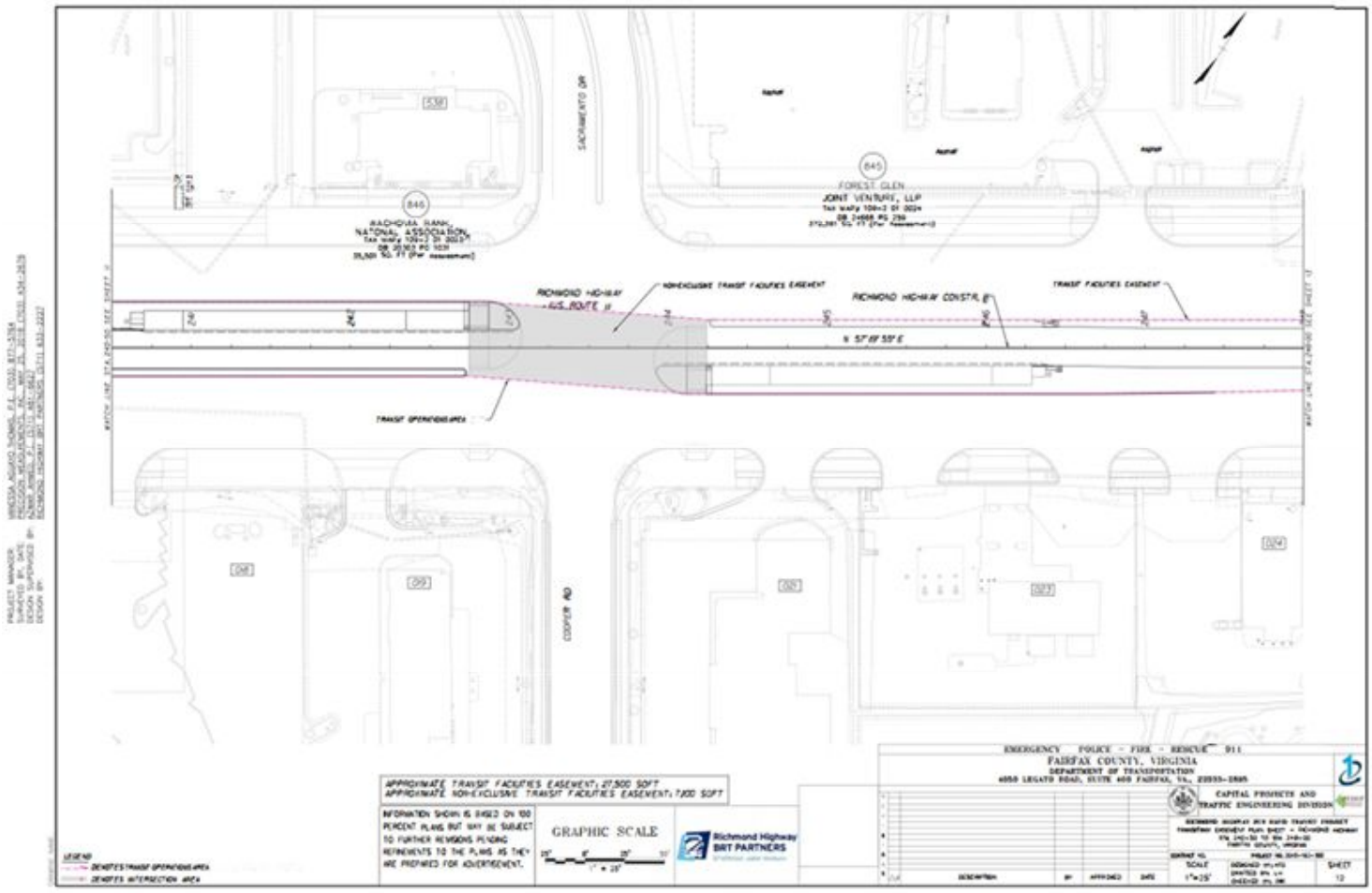
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 20_____, by Lori A. Snider, State Director, Right of Way & Utilities, who has been authorized to execute same by the Virginia Department of Transportation.

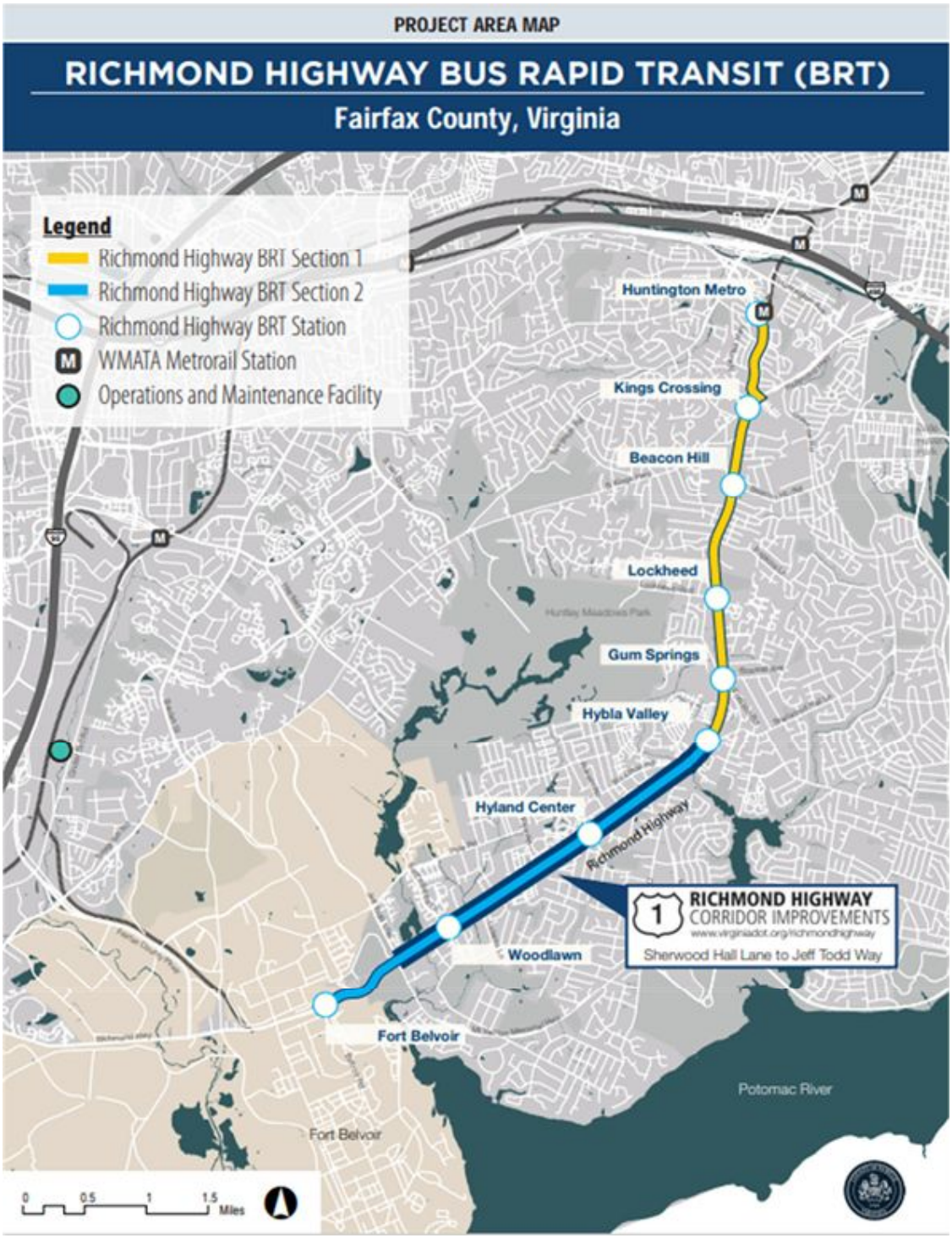
_____
Notary Public

My Commission Expires: _____
Notary Registration Number: _____

Exhibit A: Transitway Easement Plan Sheets-Richmond Highway (Draft)



ATTACHMENT B: Project Depiction



RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR THE
RICHMOND HIGHWAY BUS RAPID TRANSIT (BRT) PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center, in Fairfax, Virginia, on Tuesday, September 29, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the CTB to establish a project(s), if not already established, for the execution of a Memorandum of Agreement (MOA) for the Richmond Highway BRT project, (VDOT Project# 0001-029-454, UPC 115549 ("Project").

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to abide by the MOA (Attachment 1) executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the County Executive, or designee, to execute, on behalf of the County of Fairfax, the MOA, and subsequent amendments, with the Virginia Department of Transportation, for the execution of the Project.

ADOPTED this 29th day of September, 2026

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 29, 2026

INFORMATION – 1

Fairfax-Falls Church Community Services Board FY2027 Fee Schedule Update

BACKGROUND:
Since its establishment in 1969, the Fairfax-Falls Church Community Services Board (CSB) has complied with *Section 37.2-504 (A) (7) of the Code of Virginia*, which states the CSB shall prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the CSB Board and establish procedures for the collection of the same.

In order to ensure a consistent, fair, and reasonable fee structure as required by the Code of Virginia, as well as to develop a structured, streamlined operation, the following fee setting process has been approved by the CSB Board.

Process for annual rate setting for the CSB fee schedule:

1. Align service fees with annual non-facility rates published by Medicare (CMS, Centers for Medicare and Medicaid Services).
2. For services not priced by Medicare, the CSB will use the Department of Medical Assistance Services (DMAS), Virginia's Medicaid authority, fee schedule.
3. If the CSB has a service that is not priced by either CMS or DMAS, the CSB will use the negotiated rate of the payer as the rate on the fee schedule.

Medicare publishes updates to their Physician Fee Schedule every January. DMAS publishes updates to the Medicaid Fee Schedule every July. Therefore, to streamline the annual fee schedule updating process, the CSB proposes the following timeline:

- Jan – CSB staff updates fee schedule that aligns with newly published rates
- Jan/Feb – CSB Board reviews updated fee schedule (informational item)
- Feb/Mar – CSB Board votes to approve fee schedule and submits to BOS (Board of Supervisors) for implementation
- Mar/Apr – CSB staff works with Board of Supervisors (BOS) clerk to add informational item to upcoming BOS meeting
- Apr/May – BOS concurs with the new fees to be effective as of July 1
- July 1 – New fees go into effect

Update to the Fee Schedule and update process will be submitted to the CSB Board for approval on September 23, 2026, CSB Board meeting. Following CSB Board approval, the Fee Schedule will be submitted to the Board of Supervisors (BOS) for

their review and implementation at the September 29, 2026, BOS meeting. Following the Board of Supervisors review and if no objections are presented, CSB staff will inform clients, notify staff, conduct necessary training, and apply adjustments to the Electronic Health Record, with an effective date not sooner than October 1, 2026.

EQUITY IMPACT:
None.

FISCAL IMPACT:
The fee related documents provide the CSB with uniform mechanisms to maximize revenues for the delivery of services from Medicaid, Medicare, and other health insurance plans as well as other program/client fees. The FY 2026 Revised Budget Plan for the CSB services includes $25,744,624 which is $3,136,688 higher than $22,607,936 included in the FY 2025 Adopted Budget Plan. The actual revenue collection on this category in FY 2025 was $30,208,031.

ENCLOSED DOCUMENTS:
Attachment 1: FY 2027 CSB Fee Schedule Update
Attachment 2: Summary Changes to CSB FY 2027 Fee Schedule Update

STAFF:
Jessica Werder, Deputy County Executive
Jordan Scheff, Executive Director, Fairfax Falls-Church Community Services Board (CSB)
Jean Post, Deputy Director of Operations, CSB

Self Pay Final Fee Schedule, FY 2027

Service Description	Service Code	Revenue Code (Facility Billing Only)	Subject to Ability to Pay Scale	Previous Rate	New Rate Eff 7/1/2026	Unit	Change
Psychiatric diagnostic evaluation	90791		Yes	$182.11	$188.26	per event	$6.15
Psychiatric Diagnositic Evaluation w/Medical Services	90792		Yes	$205.73	$220.45	per event	$14.72
Psychotherapy w/patient 30 minutes	90832		Yes	$85.93	$93.06	per event	$7.13
Psychotherapy w/patient 45 minutes	90834		Yes	$113.42	$123.52	per event	$10.10
Psychotherapy w/patient 60 minutes	90837		Yes	$168.00	$181.03	per event	$13.03
Psychotherapy for crisis - initial 60 minutes	90839		Yes	$161.92	$173.97	per hour	$12.05
Psychotherapy for crisis -each additional 30 minutes	90840		Yes	$79.55	$83.76	each add'l 30 min	$4.21
Family psychotherapy w/o patient present 50 minutes	90846		Yes	$106.07	$113.31	per event	$7.24
Family psychotherapy w/patient present 50 minutes	90847		Yes	$110.60	$117.17	per event	$6.57
Group Psychotherapy (other than of a multiple-family group)	90853		Yes	$30.69	$33.01	per event	$2.32
Therapeutic Prophylactic/DX injection SUBQ/IM	96372		Yes	$15.83	$17.37	per event	$1.54
Handling and/or conveyance of a specimen for trasfer from the physician's office to a lab	99000		Yes	$3.68	$3.68	per event	$0.00
Office/outpatient established patient, may not req Physician/Qmp	99211		Yes	$26.20	$27.96	per event	$1.76
Office/outpatient established patient, low medical decision making (MDM) 15-29 minutes	99212		Yes	$62.45	$67.01	per event	$4.56
Office/outpatient established patient, low MDM 20-29 minutes	99213		Yes	$100.28	$106.56	per event	$6.28
Office/outpatient established patient, mod MDM 30-39 minutes	99214		Yes	$140.72	$151.49	per event	$10.77
Office/outpatient established patient, high MDM 40-54 minutes	99215		Yes	$196.97	$214.58	per event	$17.61
SUD Care Coordination	G9012		Yes	$243.00	$243.00	per month	$0.00
Behavioral health counseling and therapy, per 15 minutes	H0004		Yes	$0.00	$25.56	per 15 min	$25.56
Alcohol and/or drug services; group counseling by a clinician	H0005		Yes	$0.00	$7.72	per event	$7.72
Clinically managed high-intensity residential services (Adult) - ASAM level 3.5	H0010 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	$557.08	$576.41	per day	$19.33
Intensive Outpatient - ASAM level 2.1	H0015	Revenue Code 905 or 906	Yes	$250.00	$266.25	per day	$16.25
Case Management, Mental Health	H0023		Yes	$367.31	$367.31	per month	$0.00
Assertive Community Treatment (Large Team)	H0040		Yes	$196.64	$196.64	per diem	$0.00
Assertive Community Treatment (Medium Team)	H0040 - U1		Yes	$209.55	$209.55	per diem	$0.00
Assertive Community Treatment (Small Team)	H0040 - U2		Yes	$241.56	$241.56	per diem	$0.00
Assertive Community Treatment (Large Team-High Fidelity)	H0040 - U3		Yes	$235.22	$235.22	per diem	$0.00
Assertive Community Treatment (Medium Team-High Fidelity)	H0040 - U4		Yes	$255.72	$255.72	per diem	$0.00
Assertive Community Treatment (Small Team-High Fidelity)	H0040 - U5		Yes	$303.55	$303.55	per diem	$0.00
Mobile Crisis (1:1 Licensed)/(1:1 Prescreener)/(Non-Emergency 1:1 Prescreener Licensed) - Crisis Intervention Service	H2011 -HO/32/HK		Yes	$78.19	$78.19	per 15 min	$0.00
Mobile Crisis (2:1 MA/PEER) - Crisis Intervention Service	H2011 - HT,HM		Yes	$125.24	$125.24	per 15 min	$0.00
Mobile Crisis (2:1 Licensed/PEER) - Crisis Intervention Service	H2011 - HT,HO		Yes	$133.66	$133.66	per 15 min	$0.00
Mobile Crisis (2:1 MA/MA) - Crisis Intervention Service	H2011 - HT,HN		Yes	$136.70	$136.70	per 15 min	$0.00
Mobile Crisis (2:1 Licensed, MA) - Crisis Intervention Service	H2011 - HT		Yes	$145.12	$145.12	per 15 min	$0.00
Psychosocial rehabilitation services -Residential crisis stabilization unit	H2018	Revenue Code(s) 1001, and DRG(s) 876, 880-887	Yes	$847.04	$847.04	per diem	$0.00
Crisis Stabilization - Therapeutic behavioral services	H2019		Yes	$100.13	$114.38	per 15 min	$14.25
Detoxification, Medical/Social Residential-setting	H2036 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	$557.08	$576.41	per day	$19.33
Drop-In Support Services, ID	None		Yes	Rate set by vendor(s) but no less than $2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge $2 per hour	Rate set by vendor(s) but no less than $2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge $2 per hour	per hour	$0.00
Late Cancellation or No Show (commercial insurance coverage only)	None		Yes	$25.00	$25.00	per appointment	$0.00
Residential Fee ID Community Living Services	None		No	75%	75%	of monthly gross income	$0.00
Residential Fee MH/SA Community Living Services	None		No	30%	30%	of monthly gross income	$0.00
Returned Check (due to insuffient funds or closed account)	None		No	$50.00	$50.00	per check	$0.00
Transportation	None		No	$100.00	$100.00	per month	$0.00
Urine Retest	None		No	$0.00	$35.00	each	$35.00
Release of Information: Research	None		No	$10.00	$10.00	per event	$0.00
Release of Information: Per Page	None		No	$0.37 per pg up to 50 pgs; $0.18 per pg > = 51 pgs; $6.00 per CD	$0.37 per pg up to 50 pgs; $0.18 per pg > = 51 pgs; $6.00 per CD	per pages/CD	$0.00

Summary of Changes to CSB 2026-2027 Self Pay Fee Schedule

Fee Schedule

- The CSB has adopted the use of the national standard for rate development used by Medicare to determine reimbursement rates. The following structure has been adopted to allow for the Schedule to be updated annually with a standard methodology that can be validated with transparency.
    - First, use of CMS Medicare code/rate structure for Fairfax County
    - Second, if code/rate is not available, use Virginia Department of Medical Assistance (DMAS) Fee Schedule.
    - Third, if code/rate is not available, use CSB negotiated rate with payers
- Added Codes that were included in the VA DMAS service updated.
- Removed codes are no longer billed to clients by Revenue Management Team
- CSB will need to update its fee schedule for copying and releasing protected health information (PHI). Historically, the CSB charged a per-page copying fee because records were maintained in a hybrid format that included both paper and electronic files. Now that the CSB has transitioned to an electronic-only health record, the per-page fee structure is no longer appropriate under federal privacy regulations.
- Under HIPAA (45 CFR §164.524(c)(4)), when individuals request access to their own records, healthcare organizations may charge only a reasonable, cost-based fee. This fee may include the labor involved in copying the records, supplies if physical media are requested, and postage if records are mailed. However, HIPAA does not permit charges for searching, retrieving, reviewing, or other administrative processing of records.
- Previously, the CSB charged $0.37 per page for the first 50 pages and $0.18 per page afterward, which made sense when records were routinely printed from paper files. Because records are now stored electronically, charging by the page no longer accurately reflects the actual cost of producing the records. To comply with federal guidance, the CSB will switch to a time-based fee approach that reflects the staff time needed to prepare and transmit electronic records.
- Under this approach, very small requests may incur no charge, while typical requests may range from approximately $6.50 to $26, depending on the time required. Larger or more complex requests will remain capped at $160, in line with Virginia law. To ensure fairness and comply with both HIPAA and the Code of Virginia, CSB Medical Records will calculate allowable fees using an Average Cost Method permitted and will charge requesters the lowest calculated amount.

- You may notice that this change was not included in the most recent routine fee schedule update. During that time, the CSB was undertaking extensive countywide work to update the Authorizations for Release of Information and the Notice of Privacy Practices to ensure compliance with federal privacy requirements. This was a significant achievement for the CSB, as these two essential documents impact on every individual served. The federal communication regarding copying fees was issued separately during that period and was not incorporated into the broader fee schedule review while those larger privacy updates were in progress.
- Updating the CSB fee schedule now will ensure our practices remain compliant with HIPAA requirements and reflect the operational realities of an electronic health record environment. Thank you for your time and consideration.

- **Proposed Fee Schedule entries:**
- Service Description: Release of Information, Labor for copying PHI
- Service Code: None
- Revenue code:
- Subject to Ability to Pay Scale: No
- Previous Rate: $0.37 per pg up to 50 pgs; $0.18 per pg >= 51 pgs; $6.00 per CD
- New Rate: Time-based; $26.00 per hour
- Unit: Per Event
- Change: TBD (or leave blank)

- Revisions to the Fee Schedule and update process will be submitted to the CSB Board for approval on September 23, 2026, CSB Board meeting. Following CSB Board approval, the Fee Schedule will be submitted to the Board of Supervisors (BOS) for their review and implementation at the September 29, 2026, BOS meeting. Following the Board of Supervisors review and if no objections are presented, CSB staff will inform clients, notify staff, conduct necessary training, and apply adjustments to the Electronic Health Record, with an effective date not sooner than October 1, 2026.

Board Agenda Item
September 29, 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. *Christopher Gibril Norman v. Christopher Chessnoe. Sgt. A. Ankers, Tamika D. Jones, Stacey A. Kincaid, Dina Sledhill, Gerald Lackey, John Does 1-20,* Case No. 1:26-cv-1830 (E.D.Va.)

2. *UMB Bank, National Association, Not in Its Individual Capacity, Solely as Legal Title Trustee for LVS Title Trust XIII and Atlantic Trustee Services, L.L.C. v. Chad W. Harris a/k/a Chad West Harris, et al.,* Case No. CL-2025-0013230 (Fx. Co. Cir. Ct.) (Mount Vernon District)

3. *Jay Riat, Building Official for Fairfax County, Virginia v. Viet Ngo, and Giau T. Le,* Case No. GV26-17080 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

4. *Jay Riat, Building Official for Fairfax County, Virginia v. Moustafa M. Osman,* Case No. CL-2026-0006844 (Fx. Co. Cir. Ct.) (Franconia District)

5. *Jay Riat, Building Official for Fairfax County, Virginia v. Hometown Audubon, LLC, and Aroldo Cortez Romero,* Case No. GV26-05279 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

6. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Jose A. Hernandez, and Madai Hernandez,* Case No. GV26-07688 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

7. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Shahid Sheikh,* Case No. GV26-23719 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

8. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Cherokee II Holdings, LLC, and Perfect Office Solutions, LLC.,* Case No. CL-2026-0010920 (Fx. Co. Cir. Ct.) (Mason District)

9. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Charles G. Abernathy, and Betsy Abernathy,* Case No. CL-2026-0011283 (Fx. Co. Cir. Ct.) (Mason District)

10. *Andrew B. Hushour, Fairfax Couty Zoning Administrator v. Saadet Kalender,* Case No. GV26-13394 (Fx. Co. Gen. Dist. Ct.) (Mason District)

11. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Faical Rihane,* Case No. GV26-15964 (Fx. Co. Gen. Dist. Ct.) (Mason District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. Faical Rihane,* Case No. GV26-15968 (Fx. Co. Gen. Dist. Ct.) (Mason District)

13. *Andrew B. Hushour, Fairfax County Zoning Administrator, and Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Faridoon Noori,* Case No. CL-2026-0010918 (Fx. Co. Cir. Ct.) (Mount Vernon District)

14. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Philip S. Smith,* Case No. CL-2026-0000376 (Fx. Co. Cir. Ct.) (Providence District)

15. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan Cecilia Moreno,* Case No. GV26-01601 (Fx. Co. Gen. Dist. Ct.) (Providence District)

16. *Andrew B. Hushour, Fairfax County Zoning Administrator v. William Esteban Lagos Moncada,* Case No. GV26-12357 (Fx. Co. Gen. Dist. Ct.) (Sully District)

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Jose Emilian Vasquez,* Case No. GV26-12814 (Fx. Co. Gen. Dist. Ct.) (Sully District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Suman Chaudhary,* Case No. GV26-17079 (Fx. Co. Gen. Dist. Ct.) (Sully District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. InTech Defense, LLC.,* Case No. GV26-23104 (Fx. Co. Gen. Dist. Ct.) (Sully District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. InTech Defense, LLC.,* Case No. GV26-23180 (Fx. Co. Gen. Dist. Ct.) (Sully District)

21. *Jay Riat, Building Official for Fairfax County, Virginia v. Cups, LLC.,* Case No. GV26-23241 (Fx. Co. Gen. Dist. Ct.) (Sully District)

22. *Jay Riat, Building Official for Fairfax County, Virginia v. LAFA, LLC.,* Case No. GV26-23714 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
September 29, 2026

3:30 p.m.

Public Hearing on SE-2025-FR-00037 (Federal Realty OP LP (F/K/A Federal Realty Investment Trust) to Permit a Drive-Through Financial Institution, Located on Approximately 6.54 Acres of Land Zoned C-6, HC, SC and CRD (Franconia District)

This property is located in the Franconia District. Tax Map 80-4 ((1)) 6.

PLANNING COMMISSION RECOMMENDATION:
On September 9, 2026, the Planning Commission voted 9-0 (Commissioners Batchelor-Causey, Bennett and J. Thomas were absent from the meeting) to defer the decision only for SE-2025-FR-00037 to September 16, 2026, with the record remaining open for written comments.

On September 16, 2026, the Planning Commission voted 10-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting) to recommend to the Board of Supervisors approval of SE-2025-FR-00037, subject to the development conditions dated August 27, 2026, as contained in the Staff Report.

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)
St. Clair Williams, Planner, ZED, DPD

Board Agenda Item
September 29, 2026

3:30 p.m.

Public Hearing on SE-2025-PR-00039 (Somos Phase A, LLC and Somos Phase B, LLC) to Permit Sign Modifications, Located on Approximately 3.68 Acres of Land zoned PTC and HC (Providence District)

This property is located in the Providence District. Tax Map 29-4 ((6)) 100A.

PLANNING COMMISSION RECOMMENDATION:
On September 16, 2026, the Planning Commission voted 10-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting) to recommend to the Board of Supervisors approval of SE-2025-PR-00039, subject to the development conditions consistent with those dated September 2, 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)
Karen Yee, Planner, ZED, DPD

Board Agenda Item
September 29, 2026

3:30 p.m.

Public Hearing on SE-2026-SU-00011 (Enterprise RAC Company of Maryland, LLC) to Permit a Vehicle Rental Use, Located on Approximately 1.00 Acre of Land Zoned I-5 and WS (Sully District)

This property is located in the Sully District. Tax Map44-2 ((11)) 4.

PLANNING COMMISSION RECOMMENDATION:
On September 16, 2026, the Planning Commission voted 9-0 (Chair Niedzielski-Eichner and Commissioner Bennett were absent from the meeting. Commissioner Landgraf was not present for the vote.) to recommend to the Board of Supervisors approval of the following actions:

- SE-2026-SU-00011, subject to the development conditions consistent with those dated September 3, 2026;
- Modification of Subsection 4102.5.PP (2)(b) to allow the storage of more than 25 rental vehicles on-site; and
- Modification of Subsection 5108.3 to allow a reduction for the street frontage landscaping from the required seven trees to the five trees shown on the SE Plat.

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

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

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

Board Agenda Item
September 29, 2026

3:30 p.m.

Public Hearing on RZ-2024-MA-00012 (Nicholas LRT LLC) to Rezone from C-6, HC and SC to PDC, HC and SC to Permit a Residential Development with an Overall Floor Area Ratio (FAR) of 0.75 and Consider the Conceptual Development Plan, Located on Approximately 1.81 Acres of Land (Mason District)

This property is Located N. of Little River Turnpike (Route 236), W. of Woodland Rd., generally E. of Hummer Rd., and generally S. of Horseshoe Dr. Tax Map 59-4 ((6)) 10.

PLANNING COMMISSION RECOMMENDATION:
On July 16, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- RZ 2024-MA-00012 and the associated CDP 2024-MA-00012, subject to the execution of the proffers dated July 8, 2026; and

- Modification of the secondary use limitation of 75 percent of gross floor area specified in Section 2105.4 of the Zoning Ordinance to 100 percent.

In a related action, the Planning Commission voted 12-0 to approve FDP 2024-MA-00012 subject to the Board's approval of the concurrent rezoning application.

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)
Nick Cicero, Planner, ZED, DPD

Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2026-III-UP2, Reston Crescent (Hunter Mill District)

ISSUE:
Plan Amendment 2026-III-UP2 proposes to amend the Comprehensive Plan recommendations for Tax Map Parcels [17-2 ((14)) (01) 2G and 17-2 ((16)) 1A] within Land Unit D of the Lake Anne Village Center, in Reston. The adopted Comprehensive Plan for Land Unit D recommends high and medium density residential uses. The redevelopment option for the subject two parcels permits up to 750 multifamily dwelling units and 2,000 square feet of non-residential uses. This Plan amendment considers an increase in non-residential uses from 2,000 square feet to 30,000 square feet anticipated for public facility use, with total development increasing from 902,000 square feet to 930,000 square feet.

PLANNING COMMISSION RECOMMENDATION:
On September 9, 2026, the Planning Commission voted 8-0 (Commissioners Batchelor-Causey, Bennett and J. Thomas were absent from the meeting. Commissioner P. Thomas recused himself from the application) to recommend to the Board of Supervisors the adoption of a Planning Commission alternative for Plan Amendment 2026-III-UP2, as shown on the handout dated September 9, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing– September 9, 2026, at 7:30 p.m.
Board of Supervisors' Public Hearing – September 29, 2026, at 4:00 p.m.

BACKGROUND:
On May 5, 2026, the Fairfax County Board of Supervisors authorized Plan amendment PA 2026-III-UP2 for Tax Map Parcels [17-2 ((14)) (01) 2G and 17-2 ((16)) 1A]. The site is located at 1513 and 1531 Cameron Crescent Drive, within Land Unit D of the Lake Anne Village Center. The adopted Comprehensive Plan recommends high and medium density residential uses for this Land Unit. The redevelopment option for these two

parcels, without consolidation, permits up to 750 multifamily dwelling units and 2,000 square feet of non-residential uses. This Plan amendment considers an increase in non-residential uses from 2,000 square feet to 30,000 square feet anticipated for public facility use, with total development increasing from 902,000 square feet to 930,000 square feet.

EQUITY IMPACT:
The Reston Crescent Plan Amendment proposes to modify Plan guidance to increase the potential for non-residential uses within Land Unit D in the Lake Anne Village Center. This Plan Amendment proposes to create the opportunity to provide greater services in the Village Center. The non-residential uses create opportunities to expand the RCC Lake Anne programming aligning with One Fairfax Policy Areas of Focus 5, 10, and 11 by providing increased accessible health and wellness programming and community-oriented spaces for learning for all residents and encouraging a quality built and natural environment that supports a high quality of life for all people. In addition, the One Fairfax policy encourages expansive community engagement to ensure that all people are heard and considered. A community meeting was held jointly with the applicant on June 25, 2026. The community expressed support for expanded RCC services and improved multi-modal connections to the potential new site.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 - Planning Commission Alternative dated September 9, 2026

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

The Planning Commission action is accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for 2026-III-UP2 has been previously furnished and is available online at:
Staff Report for Plan Amendment 2026-III-UP2, (Reston Crescent) - Fairfax County, VA

Board Agenda Item
September 29, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD
Kazi Mohaimin, Planner, Monitoring & Plan Development Branch, PD, DPD

PLANNING COMMISSION ALTERNATIVE: September 9, 2026

Text proposed to be added is shown as underlined and text proposed to be deleted is shown with a ~~strikethrough~~. Text shown highlighted in yellow is proposed to be added for the Planning Commission Alternative.

MODIFY: Fairfax County Comprehensive Plan, 2026 Edition, Area Plans, Area Plan III, Reston, as amended through May 5, 2026, Village Centers, Recommendations for Each Village Center, Lake Anne Village Center:

"Area-wide Recommendations –

…

Nonresidential uses, particularly retail and other uses requiring public access, must be concentrated in Land Units A and F to help promote the viability of existing and future nonresidential uses in the core area of Lake Anne. Additionally, non-residential uses and civic uses located on Land Unit D must be located and designed to sustain a strong functional relationship with the core Lake Anne area with clear and direct pedestrian connections."

MODIFY: Fairfax County Comprehensive Plan, 2026 Edition, Area Plans, Area Plan III, Reston, as amended through May 5, 2026, Village Centers:

"Land Unit D

…

Redevelopment Option - The total amount of development allowed under the Redevelopment Option must be no more than ~~902,000~~ 930,000 square feet. The residential component may consist of up to 900,000 square feet (up to 750 multifamily dwelling units), and the
non-residential component (office, ground-level support retail, civic/public facility, and/or other complementary nonresidential uses) may consist of up to ~~2,000~~ 30,000 square feet (exclusive of the gas station), subject to the following conditions:

- Any redevelopment of this property must replace the loss of any of the existing 181 affordable (workforce) rental units with the same number of affordable housing units;
- Usable open space in the form of plazas, urban greens, courtyards, rooftop plazas and/or parks must be provided to make attractive gathering places;
- Tree preservation and/or tree cover restoration must be a key condition of redevelopment in this Land Unit, in accordance with guidance in the Environmental Section of the Fairfax County Policy Plan; and
- Site designs for Land Unit D must ensure a safe, well-lighted walkway to connect the

residents in Northgate Square with existing and planned office and retail uses in Land Unit A. New structure(s) must not obstruct direct pedestrian linkages.

- Direct, comfortable active transportation facilities and at-grade crossings that visibly connect any non-residential uses to Washington Plaza should be provided to maintain plaza-oriented activity flows. Include high-visibility crosswalks and wayfinding for safe, well-lit pedestrian connections."

COMPREHENSIVE LAND USE PLAN MAP:
The Comprehensive Land Use Plan Map will not change.

COUNTYWIDE TRANSPORTATION PLAN MAP
The Countywide Transportation Plan Map will not change.

Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2025-IV-2RH (Hilltop Village) (Franconia District)

ISSUE:
Plan amendment SSPA 2025-IV-2RH proposes to amend the Comprehensive Plan recommendations for Tax Map Parcels 100-1 ((1)) 9C, 9D, 9E, 9F, 9G, and 9H to consider an option for residential mixed-use up to a 0.42 Floor Area Ratio (FAR), to include approximately 280 multifamily units.

PLANNING COMMISSION RECOMMENDATION:
On September 9, 2026, the Planning Commission voted 9-0 (Commissioners Batchelor-Causey, Bennett and J. Thomas were absent from the meeting) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendment SSPA 2025-IV-2RH, found on pages 29-33 of the staff report dated August 19, 2026.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – September 9, 2026, at 7:30 p.m.
Board of Supervisors public hearing – September 29, 2026, at 4:00 p.m.

BACKGROUND:
On June 10, 2025, the Fairfax County Board of Supervisors authorized Plan amendment SSPA 2025-IV-2RH for the Hilltop Village Center, 7920 Heneska Loop, in the Franconia Supervisor District. The Plan amendment was nominated for consideration as a part of the 2025 Site-Specific Plan Amendment (SSPA) process for an option of residential mixed-use up to a 0.42 Floor Area Ratio (FAR), to include approximately 280 multifamily units. With the review of this Plan amendment, the total proposed Plan potential was slightly increased from 0.41 FAR to 0.42 FAR to accommodate the proposed multifamily building and the previously approved but unbuilt retail intensity. However, no change is proposed to the authorized number of residential units.

In authorizing the amendment, the Board noted specific considerations for the review should include amenities, pedestrian and bicyclist circulation, open space and recreation to serve new residents, integrating new uses within the existing shopping center, and coordination with Fort Belvoir.

The subject property is located in the Lehigh Community and Newington Community Planning Sectors at the intersection of Telegraph Road and Beulah Street and is currently planned with retail and office use up to 0.30 FAR.

EQUITY IMPACT:
The amendment is not anticipated to have an equity impact. The Plan amendment supports One Fairfax goals by enhancing access to housing, multimodal transportation options, and community amenities while reinforcing a development pattern that is compatible with the surrounding community. The amendment was reviewed by a Franconia community task force which met over the course of four meetings to discuss and provide recommendations on the proposal. Planning Staff held a broader community outreach meeting on May 18, 2026, to review the proposal and to obtain feedback.

FISCAL IMPACT:
None.

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

The Planning Commission Action is accessible at:
Planning Commission Actions 2026 | Planning Commission.

The Staff Report for SSPA 2025-IV-2RH has been previously furnished and is available online at:
Staff Report for Plan Amendment SSPA 2025-IV-2RH (Hilltop Village) - Fairfax County, VA

Board Agenda Item
September 29, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Graham Owen, Branch Chief, Policy & Plan Development Branch, (PD), (DPD)
Michael Wing, Planner, (PD), (DPD)

Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing to Consider an Ordinance Expanding the McLean Residential Permit Parking District, District 21 (Dranesville District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the McLean Residential Permit Parking District (RPPD), District 21.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the proposed amendment to Appendix G to expand the McLean RPPD, District 21, to include Felix Street from Westmoreland Street to Broyhill Street.

TIMING:
On August 25, 2026, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix G of the Fairfax County Code to take place on September 29, 2026, at 4:00 p.m.

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

Residents of Felix Street have petitioned for the expansion of District 21 due to the large number of non-resident vehicles parked on the residential street during school hours.

Staff have verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of McLean High School and thus qualify for expansion of the RPPD. Staff have also verified that all other requirements to expand the RPPD discussed above have been met.

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

FISCAL IMPACT:
Funding of approximately $1,300 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix G
Attachment 2: Map Depicting Proposed Expansion of McLean RPPD, District 21

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

ASSIGNED COUNSEL:
Patrick Foltz, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

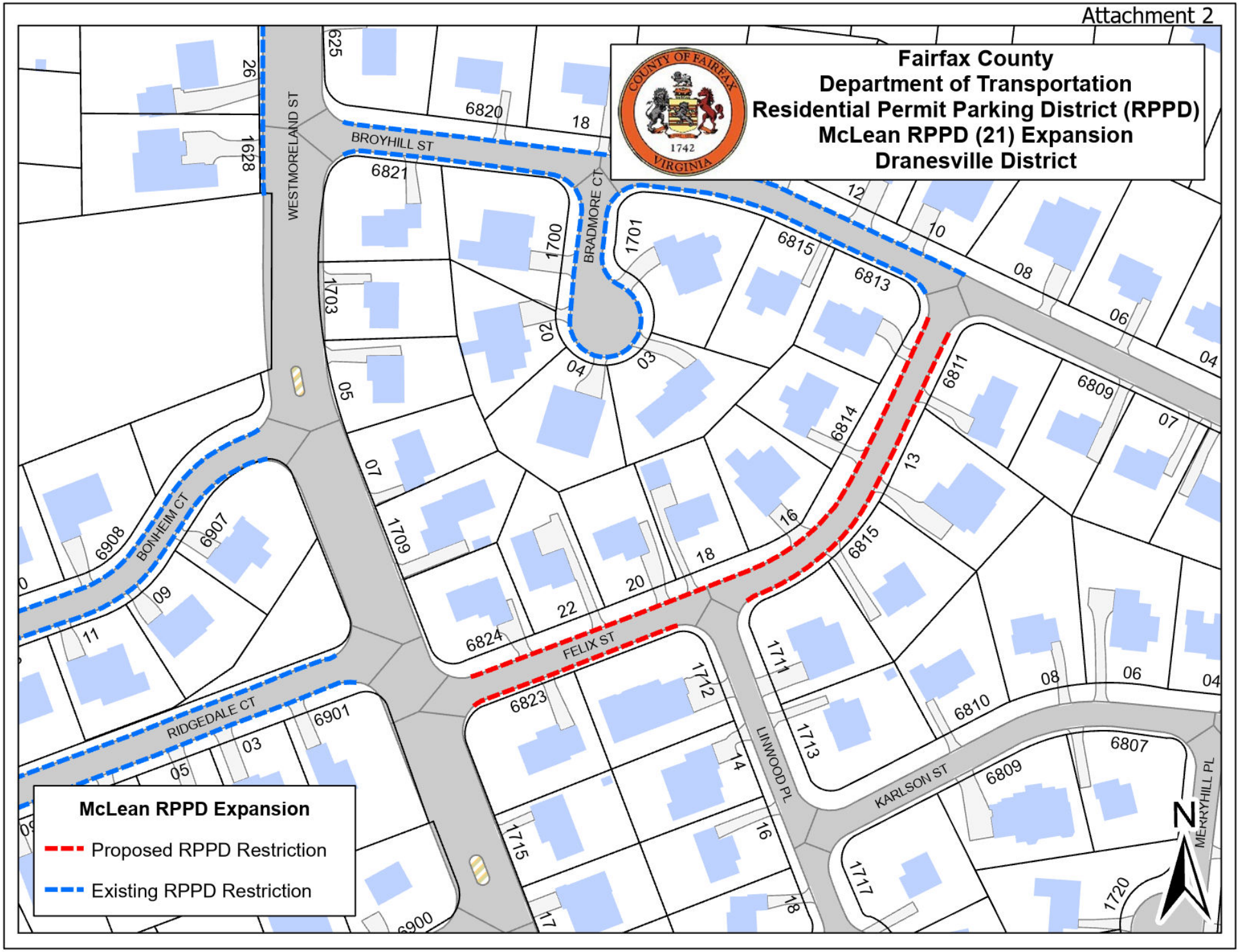
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-21, Section (b)(2), McLean Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Felix Street (Route 2036):

From Westmoreland Street to Broyhill Street

Attachment 2



Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing to Convey Board-Owned Property Located at 14200 Saint Germain Drive to the Fairfax County Redevelopment and Housing Authority (Sully District)

ISSUE:
Public hearing regarding the conveyance of the Centreville Regional Library property (Library Property) located at 14200 Saint Germain Drive to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey the Library Property to the FCRHA and authorize the County Executive or his designee to take such actions as may be reasonably necessary or appropriate to effectuate such a conveyance, as described in this item.

TIMING:
On August 25, 2026, the Board authorized the advertisement of a public hearing on September 29, 2026, at 4:00 p.m. to convey the Library Property to the FCRHA.

BACKGROUND:
The Board is the owner of approximately 4.34 acres of land in the Sully District located at 14200 Saint Germain Drive and described as Tax Map Number 54-3 ((1)) 0012. The site is currently home to the Centreville Regional Library. The existing library, constructed in 1991, is in need of major capital renewal and is scheduled to receive Economic Development Authority (EDA) bond funding in FY 2029 to finance a new library co-located with affordable housing per the approved FY 2027 – FY 2031 Capital Improvement Program. An opportunity exists on this site for the co-location of approximately 180 multi-family units with a new regional library and community serving space. Redevelopment of the site will allow for construction of a new regional library while also providing critically needed affordable housing.

The site is within the Centreville Planning Area, which recently underwent a Comprehensive Plan amendment, as approved by the Board on June 23, 2026. The Fairfax County Department of Planning and Development led the area-wide study in coordination with an appointed Task Force. The new Plan language allows for additional residential density in specific areas of Centreville, including the Library

Property. Redevelopment of the site would provide residents with convenient access to public facilities and services, public transportation, and recreational and commercial amenities, consistent with the Board's equity goals as described in its One Fairfax Policy.

The FCRHA is evaluating measures to leverage this high opportunity property for development of housing at a range of incomes by partnering with a private developer. Housing and Community Development (HCD) staff have hosted two community meetings and public outreach efforts will continue both before and after HCD's selection of a development partner. Future required land use zoning actions will be evaluated by County staff and reviewed at public hearings by both the Planning Commission and the Board. The public will be afforded several opportunities during the review process to comment on the design of the redevelopment and its possible impacts on surrounding communities.

Should the transfer be approved, the FCRHA will include a new Centreville Regional Library as part of the affordable housing development project. The existing Centreville Regional Library will continue to be operated and maintained by County agencies, pursuant to a lease of the property from the FCRHA back to the County, until such time as the developer, the FCRHA, and the County are ready to proceed with construction. If the FCRHA no longer pursues the project, the Board may direct the FCRHA to transfer ownership of the Library Property back to the Board pursuant to the memorandum of agreement with the FCRHA approved by the Board on January 15, 2025. Staff recommends that any public utilities located on the Library Property that are owned and maintained by County agencies, such as sanitary sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

EQUITY IMPACT:
Leveraging this underutilized parcel will help achieve the Board's goal of increasing the supply of affordable housing by a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County's Area Median Income at $166,100 for a family of four, the delivery of new affordable housing units in the Sully District aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the provision of a full spectrum of housing opportunities across the County, most notably those in mixed-use areas that are accessible to multiple modes of transport. The Centreville Library project will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources

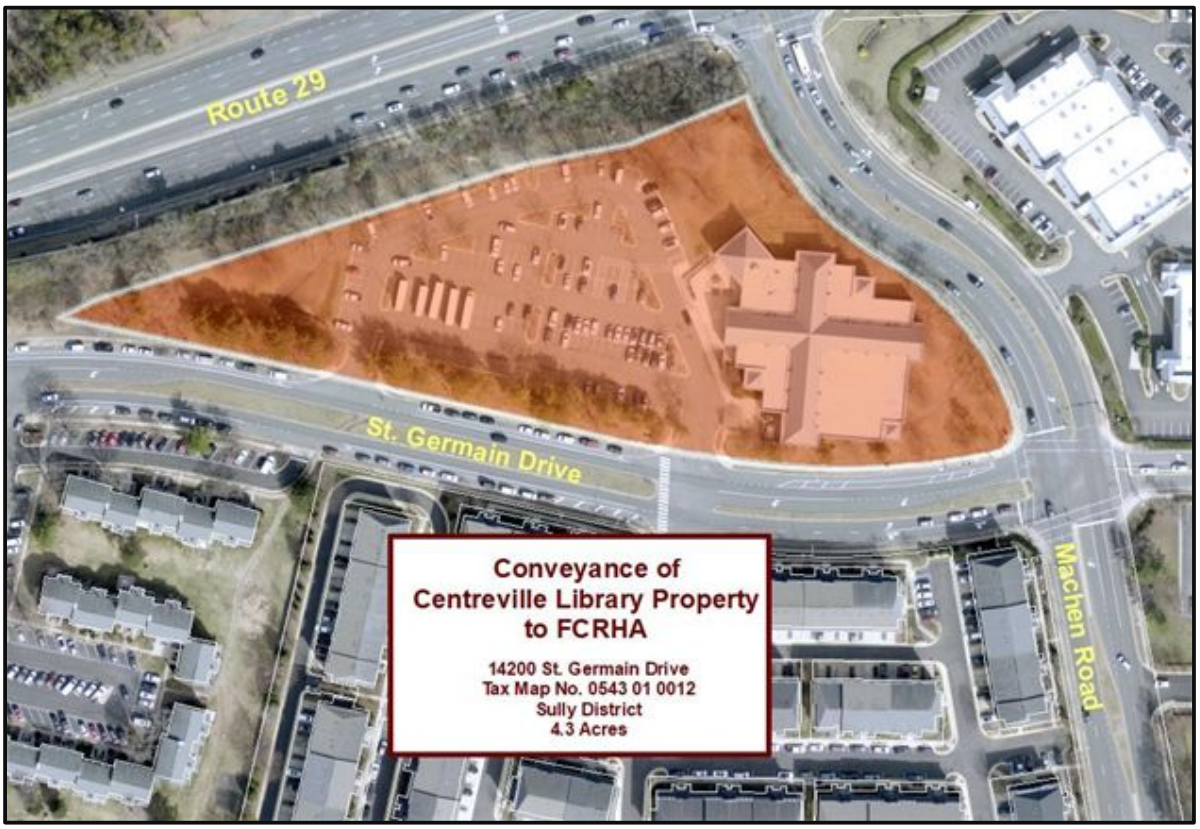
FISCAL IMPACT:
The advertisement of the subject public hearing has no direct fiscal impact. However, a potential redevelopment would leverage the value of publicly owned land by collocating priority uses without the need to acquire additional property or fund separate infrastructure for each use.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jessica Werder, Deputy County Executive
Eric Carzon, Director, Fairfax County Public Library
Thomas E. Fleetwood, Director, Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Mark Buenavista, Division Director, Capital Planning and Development, HCD
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
Ryan Wolf, Senior Assistant County Attorney
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing to Consider an Amendment to County Code Section 82-5-37 to Provide for Parking Restrictions Along Public Rights of Way

ISSUE:
Public hearing to consider adopting proposed amendments to *Section 82-5-37 of The Code of the County of Fairfax, Virginia* (Fairfax County Code).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the proposed amendment (Attachment 1) to the Fairfax County Code that adds a provision to restrict parking along public rights of way in non-residential areas.

TIMING:
On August 25, 2026, the Board authorized advertisement of a public hearing to consider the proposed amendment to the Fairfax County Code to take place on September 29, 2026, at 4:00 p.m.

BACKGROUND:
On March 17, 2026, Supervisor Palchik presented a Board Matter directing the Department of Transportation to develop a draft ordinance that would allow for restrictions on public roads adjacent to public rights of way in non-residential areas to address the issue of commercial parking.

Commercial vehicle parking along public rights of way in non-residential areas typically occurs along the side of service roads or other secondary roads adjacent to another public roadway. Such parking has long been an issue in some locations in the county, particularly on service roads along Route 1, Routes 7 and 123 in the Tysons area, and Routes 29 and 50. The existing provisions found in County Code Section 82-5-37 do not allow for restrictions along undeveloped public right of way. The proposed amendment to County Code Section 82-5-37 would provide a new tool to consider parking restrictions along the highway side of a service road or other secondary road when that road serves non-residential uses and parking has been restricted along development on the non-residential side. Restrictions on the highway side of the road would be equivalent to the existing parking restriction along development on the opposite side of the road, would be enacted individually upon request of the owners of

the non-residential uses along the service road, and would be codified in Appendix R of the Fairfax County Code. Such restrictions in commercial areas support a dynamic and accessible commercial environment that benefits businesses, residents, and the wider community by facilitating free and unrestricted vehicular travel along the subject road.

A memo to Board members on the proposed code amendment was provided on July 10, 2026.

EQUITY IMPACT:
Generally, the establishment of parking restrictions in commercial areas supports a dynamic and accessible commercial environment that benefits businesses, residents, and the wider community, and facilitates free and unrestricted vehicular travel along commercial streets, consistent with One Fairfax. Non-residential property and business owners along service roads benefit by keeping the highway side of the road clear, improving sightlines, and access. Other road users benefit as the reduction of parked commercial vehicles reduces congestion and visibility problems.

Parking restrictions along the highway side of commercial service roads may also impact independent owner-operators of commercial vehicles. These owner-operators provide services on a for-hire basis in support of the county's public, commercial, industrial, and construction sectors and are typically small businesses without a business property to store trucks when not in use; they rely on available public street parking in non-residential areas near their homes.

Location specific restrictions enacted under this authority can be evaluated on a project basis and will be considered through the public hearing process, allowing impacted communities to have their voices heard.

FISCAL IMPACT:
Any fiscal impact resulting from this code amendment would be determined on a project basis for parking restrictions requested under the proposed amendment.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to Fairfax County Code 82-5-37

Board Agenda Item
September 29, 2026

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

ASSIGNED COUNSEL:
Paul Emerick, Senior Assistant County Attorney

PROPOSED ORDINANCE TO AMEND AND READOPT
FAIRFAX COUNTY CODE SECTION 82-5-37
RELATING TO PARKING RESTRICTIONS ALONG PUBLIC RIGHT-OF-WAY

Draft of March 19, 2026

AN ORDINANCE to amend and readopt Section 82-5-37, relating to the parking of vehicles along public right-of-way adjacent to a roadway

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

1. That Section 82-5-37 of the Fairfax County Code is amended and readopted:

Section 82-5-37. Designation of restricted parking.

The Board of Supervisors may designate, by ordinance, which shall be set forth in Appendix R, areas for restricted parking upon any part of the secondary road system within the County if the Board finds that:

(1) Parking along any secondary road is damaging property and/or landscaping within the right of way limits; or

(2) Parking along any local residential streets is so restricting the primary purpose of the road as to interfere with that purpose; or

(3) Parking along any secondary road creates a safety hazard for pedestrians, cyclists, or motorists entering or exiting the roadway from driveways or for pedestrians, cyclists, or motorists traveling along that road; or

(4) In the case of any street which serves as a boundary between an area zoned for residential use and an area zoned for nonresidential use on which parking is restricted on the residential side of that street, a restriction on the nonresidential side of the street would further the residential character of the abutting residential community, would facilitate the free and unrestricted vehicular travel along that street, and would promote the health, safety, and general welfare of the abutting residential community; ~~or~~

(5) The long term parking of vehicles diminishes the capacity of on-street parking for other uses~~.~~; or

(6) In the case of any street which serves as a boundary between an area zoned for nonresidential use on which parking is restricted on the nonresidential side,

and an area dedicated as public right of way adjacent to a roadway on the other side of that street, an equivalent restriction on the public right of way side of the street would facilitate the free and unrestricted vehicular travel along that street, and would promote the health, safety, and general welfare of the public.

The Fairfax County Police Department, through its law enforcement officers, shall enforce this requirement and shall issue citations to those persons who violate the provisions of this Article or Appendix R. Violations shall be a misdemeanor punishable by a fine of not more than $100.00 for each violation. Vehicles parked in violation of these provisions may be towed at the owner's expense.

In any prosecution charging a violation of this Article, proof that the vehicle described in the complaint, summons or warrant was parked in violation of such ordinance, together with proof that the defendant was at the time of such parking the registered owner of the vehicle, as required by *Virginia Code*, Section 46.2-600 et seq., shall constitute in evidence a prima facie presumption that such registered owner of the vehicle was the person who parked the vehicle at the place where, and for the time during which, such violation occurred.

The Director of the Department of Tax Administration shall collect and account for all uncontested payments of parking citation penalties under this Article. Any contest by any person of any parking citation shall be certified by said Director in writing on an appropriate form to the Fairfax County General District Court. The Director of the Department of Tax Administration shall cause complaints, summons, or warrants to be issued for delinquent parking citations. (5-81-82; 43-02-82; 22-12-82; 16-16-82.)

2. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of September, 2026.

_____
Jill Cooper
Clerk for the Board of Supervisors

Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing to Consider an Ordinance Establishing Parking Restrictions on Boone Boulevard (Providence District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix R of The Code of the County of Fairfax, Virginia* (Fairfax County Code).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt an amendment to Appendix R of the Fairfax County Code (Attachment 1). This amendment will prohibit all parking on the north side of Boone Boulevard adjacent to public right of way from the eastern entrance from Route 123, extending to the east for a distance of 450 feet, excluding areas designated as "No Parking" by the Virginia Department of Transportation (VDOT).

TIMING:
On August 25, 2026, the Board authorized a public hearing to consider revisions to Appendix R of the Fairfax County Code to take place on September 29, 2026, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(6) authorizes the Board to designate restricted parking upon any street which serves as a boundary between an area zoned for nonresidential use on which parking is restricted on the nonresidential side, and an area dedicated as public right-of-way adjacent to a roadway on the other side of that street. Restrictions along the public right-of-way side of the street are to be equivalent to those restrictions on the nonresidential side of the street.

The owner of the commercial parcel at 2051 Chain Bridge Road contacted the Providence District office seeking assistance to restrict parking on the segment of Boone Boulevard adjacent to public right of way on the opposite side of the street from their property. This segment of Boone Boulevard along public right of way has historically been used for long-term parking of commercial vehicles and trailers. The parcel at 2051 Chain Bridge Road is slated to be occupied by a retail business, whose management has raised concerns about the safety of motorists and pedestrians

entering and exiting the parking area from Boone Boulevard if parking is allowed along the opposite side of the street.

Existing parking restrictions installed by VDOT currently prohibit parking of all vehicles along the developed nonresidential parcels on the south side of Boone Boulevard in the subject area. Staff recommend parking restrictions along the north side of Boone Boulevard adjacent to public right of way from the eastern entrance from Route 123, extending to the east for a distance of 450 feet, which is equivalent to the existing parking restrictions installed by VDOT on the south side of Boone Boulevard along nonresidential uses. The proposed restrictions will be in effect at all times.

EQUITY IMPACT:
Generally, the establishment of parking restrictions in commercial areas supports a dynamic and accessible commercial environment that benefits businesses, residents, and the wider community, and facilitates free and unrestricted vehicular travel along commercial streets, consistent with One Fairfax. Non-residential property and business owners along service roads benefit by keeping the highway side of the road clear, improving sightlines, and access. Other road users benefit as the reduction of parked commercial vehicles reduces congestion and visibility problems.

Parking restrictions along the highway side of commercial service roads may also impact independent owner-operators of commercial vehicles. These owner-operators provide services on a for-hire basis in support of the county's public, commercial, industrial, and construction sectors and are typically small businesses without a business property to store trucks when not in use; they rely on available public street parking in non-residential areas near their homes.

While specific equity impacts of this restriction have not been identified, authorization of the public hearing for the restriction supports the One Fairfax Policy by ensuring community involvement in the decision-making process

FISCAL IMPACT:
Funding in the amount of approximately $500 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

Board Agenda Item
September 29, 2026

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

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

ASSIGNED COUNSEL:
Paul Emerick, Senior Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA

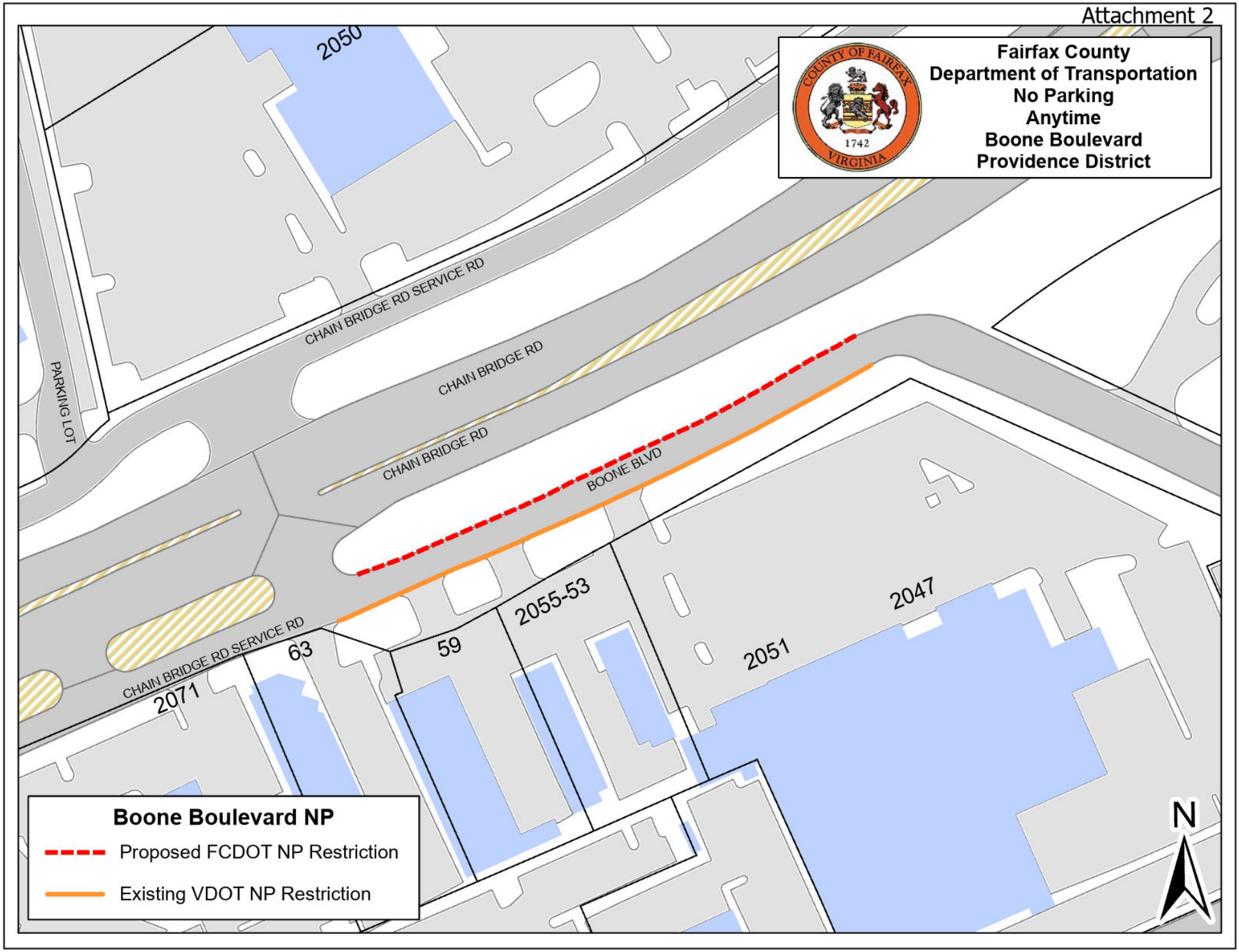
APPENDIX R

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

Boone Boulevard (Route 786)

No parking on the north side of Boone Boulevard adjacent to public right of way from the eastern entrance from Route 123, extending to the east for a distance of 450 feet, excluding areas designated as "No Parking" by the Virginia Department of Transportation.

Attachment 2



Board Agenda Item
September 29, 2026

4:00 p.m.

Public Hearing to Consider an Ordinance Establishing the Dranesville Community Parking District (Dranesville District)

ISSUE:
Public hearing to consider a proposed amendment to Appendix M of The Code of the County of Fairfax, Virginia (Fairfax County Code), to establish the Dranesville Community Parking District (CPD).

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment to Fairfax County Code Appendix M (Attachment 1) to establish the Dranesville CPD. The Dranesville CPD would be established in accordance with and subject to the provisions set forth in Article 5B of Chapter 82 of the Fairfax County Code to encompass secondary streets in all residential communities located within two areas described as beginning at Leesburg Pike at the Loudoun County Line, then south along the Loudoun County Line to the Town of Herndon Corporate Line; then east along the Town of Herndon Corporate Line to the Hunter Mill District boundary; then north along the Hunter Mill District boundary to Leesburg Pike; then west along Leesburg Pike to the Loudoun County Line; and beginning at the Town of Herndon Corporate Line at the Loudoun County Line, then south along the Loudoun County Line to the Sully District boundary; then southeast along the Sully District boundary to the Hunter Mill District boundary; then north along the Hunter Mill District boundary to the Town of Herndon Corporate Line; then west along the Town of Herndon Corporate Line to the Loudoun County Line.

TIMING:
On August 25, 2026, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix M of the Fairfax County Code to take place on September 29, 2026, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5B-2 authorizes the Board to establish a Community Parking District for the purpose of prohibiting or restricting the parking of any of the following vehicle types on streets in the CPD: watercraft; boat trailers; motor homes; camping trailers; and any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any

vehicle that has a gross vehicle weight rating of 12,000 or more pounds, except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in *Virginia Code § 46.2-341.4.*

No such CPD shall apply to: (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

Pursuant to Fairfax County Code Section 82-5B-3(2), the Board may establish or modify a large area CPD if: (1) an initial submission identifying the requested perimeter has been directed to the appropriate district supervisor, (2) upon written request and verification of community support by the district supervisor, the Department of Transportation shall review the proposed district boundaries and process the request, (3) the proposed District must contain all of a magisterial district, excluding certain areas that meet minimum size requirements, and (4) areas to be excluded from the large area CPD must meet at least one of the following minimum size criteria: at least 3,500 addresses, at least 35 miles of secondary roads, or at least five-square miles in area. Staff have verified that the portion of the Dranesville District to be excluded from the large area CPD meets minimum size criteria. The CPD rules exclude areas not zoned as residential.

The proposed establishment was requested by the Dranesville Supervisor in response to reports of an excessive number of watercrafts, recreational vehicles, and trailers parking on public streets abutting multiple residential communities in the proposed areas. A well-attended community meeting was hosted by Department of Transportation and the Dranesville Supervisor's Office on April 7, 2026, during which community support for the proposed establishment was demonstrated. Following the public meeting, a public survey was open for comment through April 30, 2026. At the conclusion of the survey, it was found that 117 residents had participated in the survey with 74% of respondents voting in support of the proposed CPD establishment.

The proposed Dranesville CPD will encompass the portion of the Dranesville District that lies south of Leesburg Pike, excluding the Town of Herndon and bound by Loudoun County to the west, Sully District to the south, and Hunter Mill District to the east, as set forth in Attachments 1 and 2.

The parking restriction identified above would be in effect at all times in the proposed areas.

EQUITY IMPACT:
The project area encompasses seven census tracts designated under Fairfax County's Vulnerability Index. Overall, the project area spans the full spectrum of the Vulnerability Index, with one tract rated very low, three rated low, two rated average, and one rated very high. Generally, establishment of restrictions to prohibit parking in communities during restriction hours supports One Fairfax Focus Area 8, neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood. However, parking restrictions in one area can lead to additional parking in other areas. As such, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
The recommended changes should have minimal fiscal impact. In accordance with Fairfax County Code Section 82-5B-3(2), posting of signs designating a large area CPD are not required.

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to the Fairfax County Code, Appendix M (Community Parking District Restrictions)
Attachment 2: Area Map of Proposed Dranesville CPD

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

ASSIGNED COUNSEL:
Patrick V. Foltz, Assistant County Attorney

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA

APPENDIX M

M-101. Dranesville Community Parking District.

(a) District Designation.

(1) The restricted parking area is the Dranesville Election/Magisterial District but excludes all areas of the Dranesville District except the area within the Dranesville Community Parking District as set forth below.

(2) Parking is restricted within the area designated as the Dranesville Community Parking District.

(3) Blocks included in the Dranesville Community Parking District are described below:

All existing and future public secondary streets in residential areas within the perimeter of the Dranesville Community Parking District as set forth below.

The Dranesville Community Parking District also includes the previously established Reflection Community Parking District.

The Dranesville Community Parking District encompasses two areas within the Dranesville Magisterial District. The perimeter for the Dranesville Community Parking District is:

Northern Area:

Beginning at Leesburg Pike at the Loudoun County Line, then south along the Loudoun County Line to the Town of Herndon Corporate Line; then east along the Town of Herndon Corporate Line to the Hunter Mill District boundary; then north along the Hunter Mill District boundary to Leesburg Pike; then west along Leesburg Pike to the Loudoun County Line.

Southern Area:

Beginning at the Town of Herndon Corporate Line at the Loudoun County Line, then south along the Loudoun County Line to the Sully District boundary; then southeast along the Sully District boundary to the Hunter Mill District boundary; then north along the Hunter Mill District boundary to the

Town of Herndon Corporate Line; then west along the Town of Herndon Corporate Line to the Loudoun County Line.

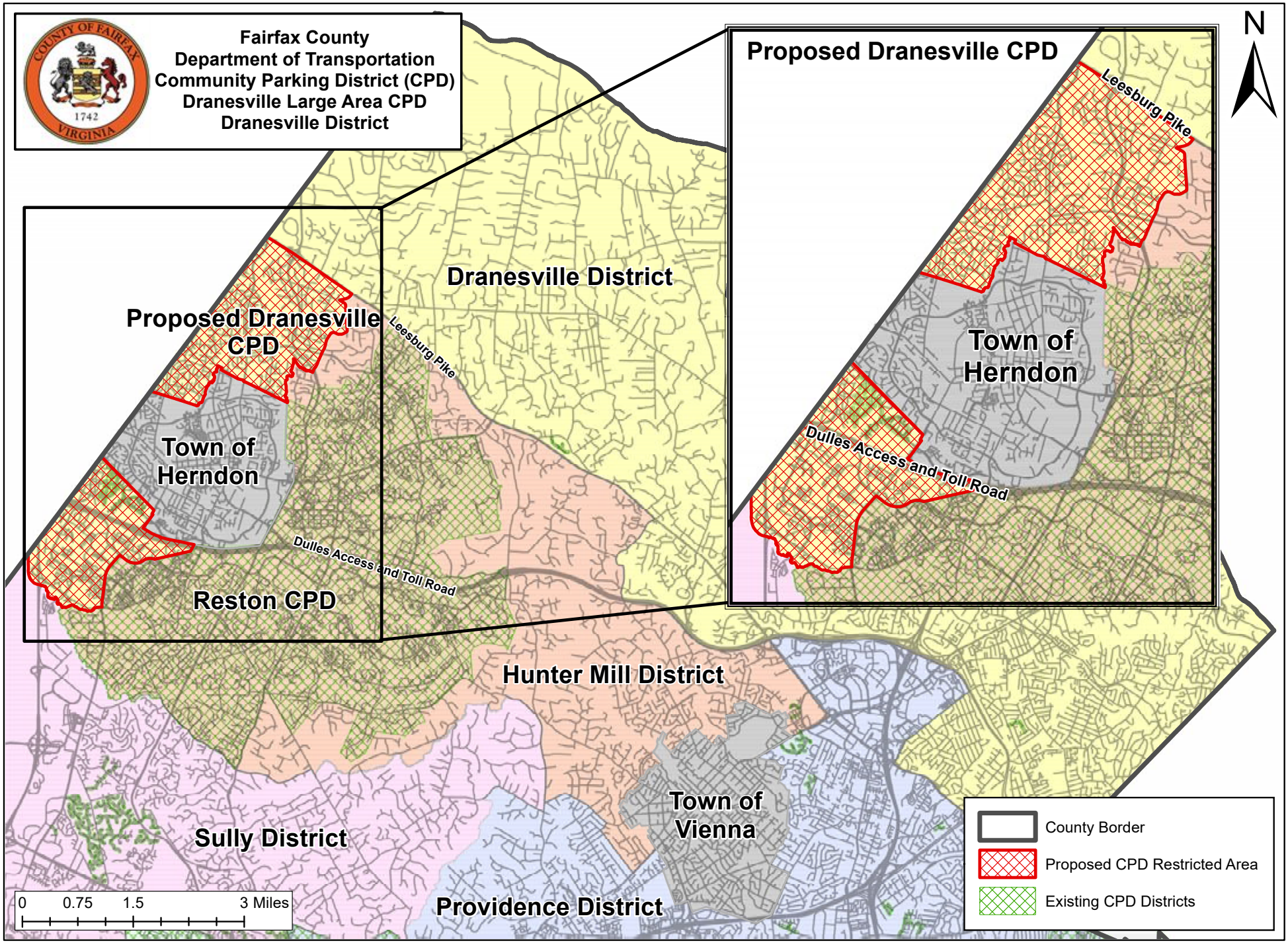
(b) District Provisions.

(1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.

(2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described streets within the Dranesville Community Parking District.

(3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip or (iv) restricted vehicles that are temporarily parked on a public street within any such District for use by federal, state or local public agencies to provide services.

(c) *Signs*. Signs delineating the Dranesville Community Parking District will not be installed.


Fairfax County
Department of Transportation
Community Parking District (CPD)
Dranesville Large Area CPD
Dranesville District
N
Proposed Dranesville CPD
Leesburg Pike
Town of Herndon
Dulles Access and Toll Road
Proposed Dranesville CPD
Leesburg Pike
Town of Herndon
Dulles Access and Toll Road
Reston CPD
Dranesville District
Hunter Mill District
Town of Vienna
Sully District
Providence District
0 0.75 1.5 3 Miles
County Border
Proposed CPD Restricted Area
Existing CPD Districts

Board Agenda Item
September 29, 2026

4:30 p.m.

Public Hearing to Consider Proposed Amendments to Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board, and 82-5-32.2, Department of Cable and Consumer Services

ISSUE:
Public hearing to consider proposed amendments to Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board, and 82-5-32.2, Department of Cable and Consumer Services.

RECOMMENDATION:
The County Executive recommends approval of the proposed amendments to Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board, and 82-5-32.2, Department of Cable and Consumer Services included in Attachment 1 – Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board and 82-5-32.2, Department of Cable and Consumer Services – Strike Through.

TIMING:
On August 25, 2026, the Board authorized advertisement of a public hearing on September 29, 2026, at 4:30 p.m. to consider proposed amendments to Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board, and 82-5-32.2, Department of Cable and Consumer Services. Board action is requested on September 29, 2026, with the amendments effective upon adoption.

BACKGROUND:
Virginia Code § 46.2-1233.2 requires local governing bodies to appoint an advisory board to advise the governing body prior to adopting or amending any ordinance pursuant to *Virginia Code § 46.2-1232* or *46.2-1233*, which allow local regulation of trespass towing. The County regulates trespass towing pursuant to Fairfax County Code Section 82-5-32, Removal, immobilization, and disposition of vehicles unlawfully parked on private or County property.

Fairfax County Code Section 82-5-32.1, Trespass Towing Advisory Board, sets forth the composition and duties of this Advisory Board. The Fairfax County Department of Cable and Consumer Services (DCCS) provides staff support for the Trespass Towing Advisory Board (TTAB) and is the regulatory agency for trespass towing in the County.

Board Agenda Item
September 29, 2026

In 2026, the Virginia General Assembly enacted HB 908, which amended *Virginia Code § 46.2-1233.2*. The proposed amendments to Fairfax County Code Section 82-5-32.1 conform to the amended *Virginia Code § 46.2-1233.2*, which took effect on July 1, 2026, and include the following:

- Updates the composition of TTAB to six (6) voting members:
  - two (2) law-enforcement members;
  - two (2) public members; and
  - two (2) towing members.
- Adds that no vacancies of public members shall prevent TTAB from meeting or taking any action.
- Removes the requirement to rotate the Chairperson's term.
- Removes the one year term limit for Chairmanship.
- Updates quorum requirements.

At the March 11, 2026, TTAB meeting, staff provided a summary of the legislation, a review of the next steps for Board of Supervisors action, and timeline for amendments to Fairfax County Code Section 82-5-32.1.

Technical amendments to Fairfax County Code Section 82-5-32.2, Department of Cable and Consumer Services, reflect recently adopted changes to Fairfax County Code Section 82-5-32, Removal, immobilization, and disposition of vehicles unlawfully parked on private or County property, including "operator registration certificates" are now referred to as "operator permits" issued to trespass towing operators. Other minor revisions and conforming changes are included.

If adopted at the public hearing on September 29, 2026, the amendments to Fairfax County Code Sections 82-5-32.1 and 82-5-32.2 would be effective upon adoption.

EQUITY IMPACT:
While the proposed amendments are primarily intended to bring the Fairfax County Code into conformance with *Virginia Code § 46.2-1233.2*, the changes also support continued public participation in the advisory process by clarifying the roles and responsibilities of members on the TTAB.

DCCS will continue to support consumer education, complaint assistance, language access, and regulatory oversight of trespass towing operators to help ensure that residents understand their rights and that trespass towing activity is conducted in accordance with applicable state and county requirements.

Board Agenda Item
September 29, 2026

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Code Sections 82-5-32.1, Trespass Towing Advisory Board and 82-5-32.2, Department of Cable and Consumer Services – Strike Through
Attachment 2 – Virginia Acts of Assembly (2026 Session) - House Bill 908
Attachment 3 – Virginia Code § 46.2-1233.2. Advisory Board

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Rebecca L. Makely, Director, Department of Cable and Consumer Services
Amanda K. Kastl, Department of Cable and Consumer Services

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

AN ORDINANCE AMENDING
CHAPTER 82 OF THE FAIRFAX COUNTY CODE, RELATING TO
MOTOR VEHICLES AND TRAFFIC

Draft of July 30, 2026

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 82-5-32.1 and 82-5-32.2, relating to Motor Vehicles and Traffic.

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

1. **That Sections 82-5-32.1 and 82-5-32.2 are amended and readopted as follows:**

Section 82-5-32.1. - Trespass Towing Advisory Board.

(a) *Definitions*.

"Public ~~Citizen~~ member" means a member of ~~who represents~~ the general public~~, and has no direct or indirect interest, other than as a consumer, in or relating to the towing and recovery industry~~.

"Director" means the Director of the Department of Cable and Consumer Services.

"Law-enforcement member" means a representative of a local law-enforcement agency ~~member who is a Fairfax County police officer and appointed by the Fairfax County Chief of Police to the Advisory Board~~.

~~"Member" means a Fairfax County resident appointed or confirmed by the Board of Supervisors to the Trespass Towing Advisory Board.~~

"Towing member" means a representative of a towing and recovery operator that has a valid operator permit issued pursuant to Section 82-5-32 ~~an individual who, prior to appointment, and throughout the appointment term, shall be an operator of a towing business in Fairfax County~~.

(b) *Members; staff; and meetings*.

(1) There shall be a Trespass Towing Advisory Board ("Advisory Board"). The Advisory Board shall be composed of ~~five~~ six voting members, two of whom shall ~~represent tow operators~~ be towing members, two of whom shall ~~represent local~~ be law-enforcement ~~agencies~~ members, and ~~one~~ two of whom shall ~~represent the general~~ be public members. ~~All members shall be~~

~~residents of Fairfax County, Virginia.~~ Members of the Advisory Board shall be appointed ~~or confirmed~~ by the Board of Supervisors for terms of three years each, and members may be reappointed to consecutive or additional terms. ~~The terms shall be staggered with no more than two terms, and no less than one term, to commence in any one year.~~ Vacancies shall be filled by the Board of Supervisors as they arise. However, no vacancies of public members shall prevent the Advisory Board from meeting or taking any action authorized pursuant to this section. The ~~chairman~~ Chairperson shall be elected annually from among the members of the ~~advisory board~~ Advisory Board by a majority vote. ~~The chairmanship shall be for a term of one year and rotate annually between a representative of a local law enforcement agency, a representative of a tow operator, and one member of the general public~~. The Advisory Board ~~may~~ will propose ~~adopt~~ bylaws, which will be subject to approval by the Board of Supervisors, and may adopt rules and regulations governing the conduct of its responsibilities and duties herein under.

(2) The Advisory Board shall meet at least once per year at the call of the Chairperson.~~,~~ The Advisory Board shall also meet at the call of ~~or~~ two members of the Advisory Board after notice to all members, or upon request of the Board of Supervisors, or upon the request of the Director. The staff ~~of~~ support for the Advisory Board shall be from the Department of Cable and Consumer Services. The Director ~~of the Department of Cable and Consumer Services~~, or the Director's designee, shall attend all meetings of the Advisory Board.

(3) A quorum of the Advisory Board shall consist of a towing member, a law-enforcement member and a ~~citizen~~ public member unless there are two vacancies of public members, in which case a quorum shall consist of a majority of members.

(c) ~~Duty of the Trespass Towing Advisory Board~~ *Duties*. The Advisory Board shall advise the Board of Supervisors prior to adopting or amending any ordinance pursuant to Va. Code § 46.2-1232 or 46.2-1233 with regard to the appropriate provisions of the ordinance ~~and provide recommendation(s) to proposed changes related to the trespass towing code~~.

Section 82-5-32.2. - Department of Cable and Consumer Services.

DCCS shall have the following duties:

(a) Receive, investigate, record, and attempt to resolve trespass towing complaints.

(b) Forward complaints that cannot be successfully mediated to the appropriate governmental agency.

(c) Refer suspected violations of law to the proper enforcing agency.

(d) Maintain records of trespass towing complaints and their disposition.

(e) Develop programs of trespass towing education and information and disseminate such information.

(f) Provide advice and information on trespass towing matters to judicial, legislative, administrative, and other public and private bodies.

(g) Analyze the nature of trespass towing problems in Fairfax County and recommend to the Board of Supervisors legislative and administrative changes.

(h) Receive, process, and act on operator permit ~~registration certificates~~ and locality permit applications.

(i) Conduct reviews, inspections, and investigations of trespass towing storage sites and operations.

2. That the provisions of this ordinance are severable, and if any provision of this ordinance or any application thereof is held invalid, that invalidity shall not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That the provisions of this ordinance shall take effect upon adoption.

GIVEN under my hand this _____ day of _____, 2026.

_____
Jill G. Cooper
Clerk for the Board of Supervisors

CHAPTER 238

An Act to amend and reenact § 46.2-1233.2 of the Code of Virginia, relating to towing advisory boards; membership.

[H 908]

Approved April 6, 2026

Be it enacted by the General Assembly of Virginia:

1. That § 46.2-1233.2 of the Code of Virginia is amended and reenacted as follows:

§ 46.2-1233.2. Advisory board.

Prior to adopting or amending any ordinance pursuant to § 46.2-1232 or 46.2-1233, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance. ~~Members~~ *Voting members* of the advisory board shall ~~only~~ consist of an equal number of representatives of local law-enforcement agencies ~~and~~, representatives of licensed towing and recovery operators, and ~~one member~~ *members* of the general public. *However, no vacancies of members of the general public shall prevent the advisory board from meeting or taking any action authorized pursuant to this section.* Any such advisory board shall meet at least once per year at the call of the chairman of the advisory board, who shall be elected annually from among the members of the advisory board by a majority vote. ~~The chairmanship of any such advisory board for any locality within Planning District 8 shall be for a term of one year and rotate annually between a representative of a local law-enforcement agency, a representative of a licensed towing and recovery operator, and one member of the general public.~~

Code of Virginia
Title 46.2. Motor Vehicles
Subtitle III. Operation
Chapter 12. Abandoned, Immobilized, Unattended and Trespassing Vehicles; Parking
Article 3. Trespassing Vehicles, Parking, and Towing

§ 46.2-1233.2. Advisory board

Prior to adopting or amending any ordinance pursuant to § 46.2-1232 or 46.2-1233, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance. Voting membersÂ of the advisory board shall consist of an equal number of representatives of local law-enforcement agencies, representatives of licensed towing and recovery operators, and members of the general public. However, no vacancies of members of the general public shall prevent the advisory board from meeting or taking any action authorized pursuant to this section. Any such advisory board shall meet at least once per year at the call of the chairman of the advisory board, who shall be elected annually from among the members of the advisory board by a majority vote.

1993, c. 405; 2006, cc. 874, 891;2017, c. 825;2026, c. 238.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Board Agenda Item
September 29, 2026

4:30 p.m.

Public Comment on Issues of Concern