FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 17, 2026

AGENDA

9:30	**Done**	Presentations
9:30	**Moved to 12/08/2026**	~~Presentation by Kate Hanley, Chairman of the Electoral Board, Regarding Election Year 2026~~
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**	Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Wood Oak Drive (Dranesville District)
2	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Dulles Greene North Four Limited Partnership from Real Estate and Personal Property Taxes (Dranesville District)
3	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Dulles Greene North Nine Limited Partnership from Real Estate and Personal Property Taxes (Dranesville District)
4	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia by Adopting Article 33 of Chapter 4 (Taxation and Finance) relating to Affordable Housing Property Exempted by Designation and to Exempt by Designation Certain Property Owned by Columbia Crossroads 9 Limited Partnership from Real Estate and Personal Property Taxes (Mason District)
5	**Approved**	Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Columbia Crossroads 4 Limited Partnership from Real Estate and Personal Property Taxes (Mason District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 17, 2026

	ADMINISTRATIVE ITEMS (continued)	
6	**Approved**	Extension of Review Period for 2232 Application for Audrey Moore Rec Center Site (Braddock District)
7	**Approved**	Extension of Review Period for 2232 Application for Hollin Hall Substation (Mount Vernon District)
8	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Doyle Road (Springfield District)
9	**Approved**	Authorization to Execute Standard Project Agreements with the Northern Virginia Transportation Commission for the Fiscal Year 2027-2028 I-66 Commuter Choice Program (Braddock, Hunter Mill, Providence and Sully Districts)
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on RZ-2025-PR-00004 (Tysons A, LLC) (Providence District)
3:30	**Approved**	Public Hearing on PCA-2011-PR-011-005/CDPA-2011-PR-011-002 (RZPA-2025-PR-00058) (Cityline Partners LLC and Galerie Development, LLC) (Providence District)
3:30	**Approved**	Public Hearing on RZ-2023-SU-00007 (K. Hovnanian at Lincoln Park, LLC) (Sully District) (Concurrent with PCA-75-2-016-04 (RZPA-2023-SU-00037), PCA-75-2-016-05 and RZ-2025-SU-00024)
3:30	**Approved**	Public Hearing on PCA-75-2-016-04 (RZPA-2023-SU-00037) (K. Hovnanian at Lincoln Park, LLC) (Sully District) (Concurrent with RZ-2023-SU-00007, PCA-75-2-016-05 and RZ-2025-SU-00024)
3:30	**Approved**	Public Hearing on RZ-2025-SU-00024 (K. Hovnanian at Lincoln Park, LLC) (Sully District) (Concurrent with PCA-75-2-016-05, PCA-75-2-016-04 (RZPA-2023-SU-00037) and RZ-2023-SU-00007)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 17, 2026

	PUBLIC HEARINGS (continued)	
3:30	**Approved**	Public Hearing on PCA-75-2-016-05 (K. Hovnanian at Lincoln Park, LLC) (Sully District) (Concurrent with RZ-2025-SU-00024, PCA-75-2-016-04 (RZPA-2023-SU-00037) and RZ-2023-SU-00007)
3:30	**Approved**	Public Hearing on SE-2025-DR-00005 (CVP Operations VA LLC) (Dranesville District)
3:30	**Approved**	Public Hearing on SE-2026-SU-00012 (Love Hand Home Health, Inc.) (Sully District)
3:30	**Approved**	Public Hearing on RZ-2025-HM-00002 (EYA Development LLC) (Hunter Mill District) (Concurrent with PCA-79-C-090-03 and PCA-77-C-019-03 (RZPA-2025-HM-00010))
3:30	**Approved**	Public Hearing on PCA-79-C-090-03 (EYA Development LLC) (Hunter Mill District) (Concurrent with RZ-2025-HM-00002 and PCA-77-C-019-03 (RZPA-2025-HM-00010))
3:30	**Approved**	Public Hearing on PCA-77-C-019-03 (RZPA-2025-HM-00010) (EYA Development LLC) (Hunter Mill District) (Concurrent with RZ-2025-HM-00002 and PCA-79-C-090-03)
3:30	**Approved**	Public Hearing on SE-2025-MA-00043 (Fairfax County Water Authority) (Mason District)
4:00	**Approved**	Public Hearing on AF-2026-MV-00003 (Belmont Bay Farms II) (Mount Vernon District)
4:00	**Approved**	Public Hearing on Proposed Public Facilities Policy Plan - Phase II 2020-CW-1CP and Public Facilities Comprehensive Plan Map Updates 2013-CW-5CP
4:00	**Deferred to 12/08/2026 at 3:30p.m.**	Public Hearing on Proposed Site Specific Plan Amendment 2025-II-2M, Vinson Hall, in the Kirby Community Planning Sector of McLean Planning District (Dranesville District)
4:00	**Approved**	Public Hearing on a Proposal to Vacate and Abandon Redskin Drive (Sully District)
4:00	**Approved**	Public Hearing to Convey Certain Land Rights in County-Owned Property at 8243 Gregory Drive to the Virginia Department of Transportation for the Bus Rapid Transit Project (Franconia District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 17, 2026

	PUBLIC HEARINGS (continued)	
4:00	**Approved**	Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation for the Bus Rapid Transit Project (Mount Vernon District)
4:00	**Approved**	Public Hearing to Consider an Ordinance Amending Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax, Virginia
4:30	**Approved**	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Accessory Living Units
4:30	**Held**	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
November 17, 2026

9:30 a.m.

PRESENTATIONS

RESOLUTION — To recognize Dr. Gloria Addo-Ayensu, Director of the Fairfax County Health Department, for her dedicated service and contributions to public health in Fairfax County. Requested by Chairman McKay.

PROCLAMATION — To designate November 2026 as Veterans and Military Families Month in Fairfax County and recognize the service, sacrifices and contributions of veterans and military families. Requested by Chairman McKay and Supervisor Lusk.

RESOLUTION — To recognize students of Thomas Jefferson High School for Science and Technology for developing SafeWalkr, a tool that helps students find safer walking routes to school. Requested by Chairman McKay.

RESOLUTION — To recognize the Tech of Tomorrow student founders for their innovation, leadership and contributions to advancing technology and inspiring future generations. Requested by Chairman McKay and Supervisor Palchik.

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

Moved to 12/08/2026

Board Agenda Item
November 17, 2026

~~9:30 a.m.~~

~~Presentation by Kate Hanley, Chairman of the Electoral Board, Regarding Election Year 2026~~

~~ENCLOSED DOCUMENTS~~:
~~None.~~

~~PRESENTED BY~~:
~~Kate Hanley, Chairman, Electoral Board~~

Board Agenda Item
November 17, 2026

9:30 a.m.

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

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard November 17, 2026

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

FINAL COPY

APPOINTMENTS TO BE HEARD NOVEMBER 17, 2026
(ENCOMPASSING VACANCIES PROJECTED THROUGH NOVEMBER 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

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

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

Incumbent History	Requirement	Nominee	Supervisor	District
Kenneth Heyman (Appointed 2-17-9/20 by Storck) Term exp. 5/24	Builder (Single 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
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

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
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
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by M. Yvonne Demory; appointed 11/17-12/24 by Alcorn) Term exp. 12/26 *Resigned*	Professional #5 Representative	**Aruna Pearson** (McKay)	By Any Supervisor	At-Large

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

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

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
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
Valerie Inman (Appointed 6/25 by Bierman) Term exp. 9/26	Dranesville District Representative		Bierman	Dranesville
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

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

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Adwoa Rey; appointed 6/25 by Lusk) Term 6/27 *Resigned*	Franconia District Representative		Lusk	Franconia
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

CONFIRMATION NEEDED:

- Ms. Sue Armstrong as the City of Falls Church Representative

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ricardo E. Coleman; appointed 9/16-3/21 by Gross) Term exp. 3/24 *Resigned*	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

ENVIRONMENTAL COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	College/University Student Representative		Confirmed by the Board	Confirmation

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
David Simon (Appointed 3/24 By McKay) Term exp. 11/26	At-Large Chairman's Representative		McKay	At-Large Chairman's
Andrew Magill (Appointed 3/24 by McKay) Term exp. 11/26 ***Not eligible for reappointment***	At-Large #2 Business Community Representative		By Any Supervisor	At-Large
Mike Keppler (Appointed 5/26 by Sizemore Heizer) Term exp. 11/26	Braddock District Representative		Sizemore Heizer	Braddock
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Robin Rinearson (Appointed 6/24 by Jimenez) Term exp. 11/26	Mason District Representative		Jimenez	Mason

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FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
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

HEALTH CARE ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marlene Blum; appointed 6/23 by Palchik) Term exp. 6/27 *Resigned*	Providence District Representative		Palchik	Providence

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
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

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by 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
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

HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
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 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

PARK AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Johna Toomey; appointed 1/24 by McKay) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large

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

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Dirck Hargraves; appointed 2/25 by McKay) Term exp. 2/28 *Resigned*	Seat #6 Representative	**Horyan Winnie Tsoi-Kong** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Fazia Deen; appointed 6/24 by McKay) Term exp. 2/27 *Resigned*	Seat #9 Representative		By Any Supervisor	At-Large

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

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
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
VACANT (Formerly held by Henry Bankester; appointed 1/26 by Jimenez) Term exp. 1/28 *Resigned*	Mason District Representative		Jimenez	Mason

TRANSPORTATION ADVISORY COMMISSION (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
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 Member 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

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

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

Board Agenda Item
November 17, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
November 17, 2026

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 1

Authorization to Advertise a Public Hearing on a Proposal to Vacate a Portion of Wood Oak Drive (Dranesville District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate a portion of Wood Oak Drive (Route 6534) north of the intersection of Sunrise Valley Drive and Wood Oak Drive.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for December 8, 2026, at 4:30 p.m.

TIMING:
Board action is requested on November 17, 2026, to provide sufficient time to advertise the public hearing for December 8, 2026, at 4:30 p.m.

BACKGROUND:
The applicant, Pulte Home Company, LLC, is requesting that a portion of Wood Oak Drive (Route 6534) be vacated under *§15.2-2272 of the Virginia Code*. The applicant is seeking to vacate the right of way to redevelop their adjacent properties pursuant to approved rezoning application RZ-2022-DR-00021 and amendments RZPA-2022-DR-00134. The proposed vacation would not irreparably harm any properties, no public necessity exists for the continuance of this right of way, the right of way is not necessary for use in the public secondary system, and the right of way has no historic value.

The subject portion of Wood Oak Drive proposed to be vacated is built and is part of the Virginia Department of Transportation Secondary System of Highways. The subject vacation area was dedicated for public street purposes by a deed recorded in Deed Book 7519 at Page 560. VDOT has no outstanding issues with this application.

EQUITY IMPACT:
None.

Board Agenda Item
November 17, 2026

FISCAL IMPACT:
None.

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

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

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

DLA Piper LLP (US)
One Fountain Square
11911 Freedom Drive
Suite 300
Reston, Virginia 20190-5602
www.dlapiper.com

Brian J. Winterhalter
brian.winterhalter@us.dlapiper.com
T 703.773.4016
F 703.773.5016
M 703.867.0708

April 29, 2024

Jeff Edmondson
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033

Re: Request to Abandon and Vacate a Portion of Wood Oak Drive

Dear Jeff:

I'm writing on behalf of Pulte Home Company, LLC (the "Applicant") to request the abandonment and vacation of a portion of Wood Oak Drive in the Dranesville District. GS Property NR I, LLC and GS Property NR II, LLC (the "Owners") are the respective owners of the property identified as Fairfax County Tax Map Numbers 16-3 ((1)) 29B and 16-3 ((11)) 5A (collectively, the "Property"). The Applicant is the contract purchaser of approximately 12.02 acres of the Property and has filed a Rezoning application and two Proffered Condition Amendment applications to permit a residential development comprised of two (2) multi-family residential buildings (the "Proposed Development"). Below please find a map with the Property outlined in red.



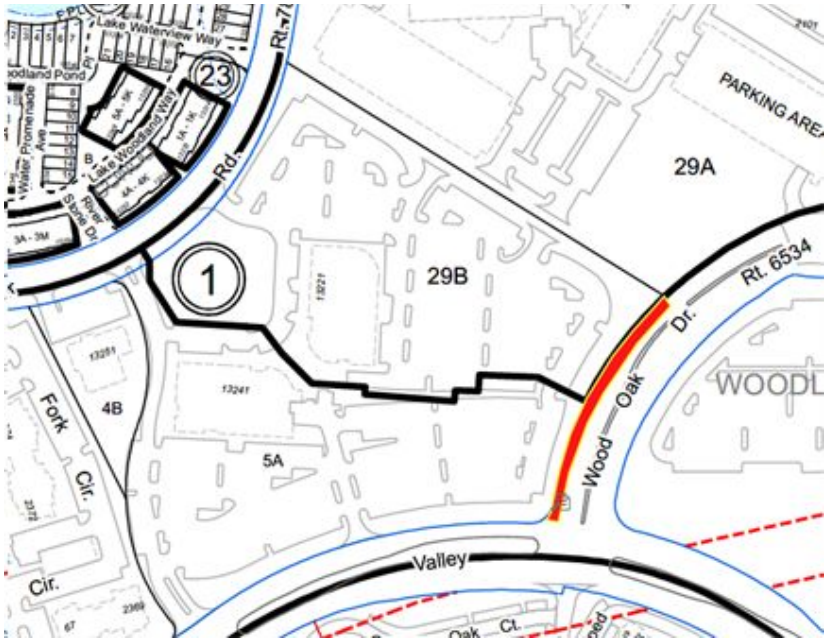
Map depicting the location of the Property

DLA PIPER

I. Background

The Property is located on the northwest corner of Sunrise Valley Drive and Wood Oak Drive and is currently developed with two office buildings and surface parking lots. The portion of the right-of-way of Wood Oak Drive proposed to be vacated was established via the deed recorded in the Fairfax County land records in Deed Book 7515, at Page 560.

The Applicant proposes to vacate the portion of Wood Oak Drive from the southeasternmost point of Lot 5A to the northeastern-most point of Lot 29B for a total distance of 609.08 feet and shown on the plat titled "PLAT SHOWING THE VACATION OF A PORTION OF WOOD OAK DRIVE," dated January 17, 2024, and prepared by Land Design Consultants, and further defined within the metes and bounds property description.



Map depicting the area of the proposed Wood Oak Drive ROW Vacation

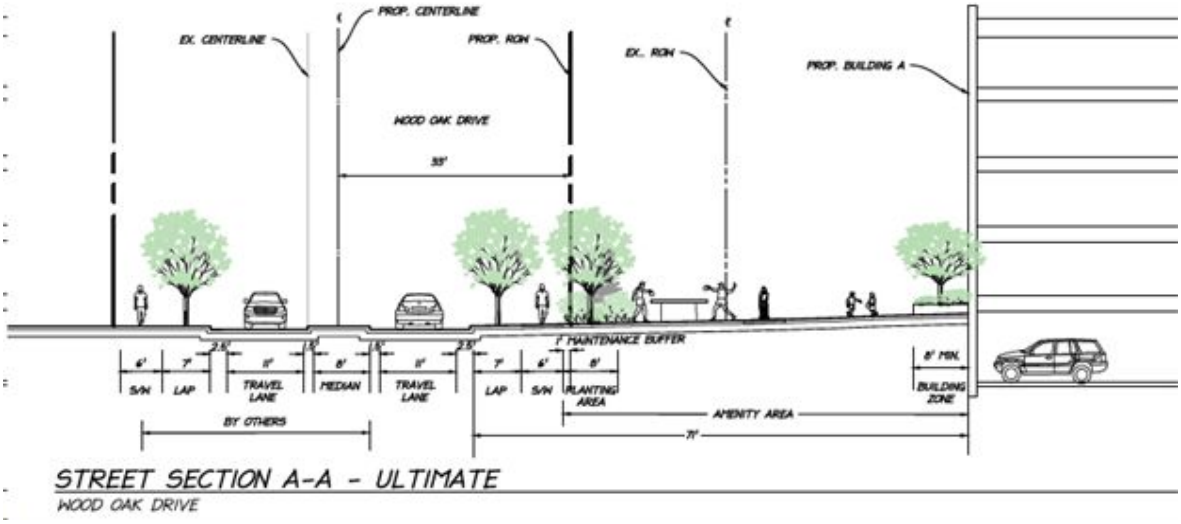
II. Abandonment/Vacation Request and Justification

As part of the Rezoning and Proffered Condition Amendment applications, the Applicant proposes to incorporate a portion of the southbound segment of Wood Oak Drive, located between Sunrise Valley Drive to the south and Cooperative Way to the north, within the application as suggested

Jeff Edmondson
April 29, 2024
Page Three

by and coordinated with the Department of Planning and Development. Doing so requires the vacation of this portion of Wood Oak Drive. This segment of Wood Oak Drive is currently a divided two-lane right-of-way leading to left and right-turn lanes onto Sunrise Valley Drive. As part of the Proposed Development, the Applicant proposes to implement a road diet to establish the southbound segment of Wood Oak Drive as a one-lane road.

As part of this road diet and the vacation of the portion of Wood Oak Drive along the eastern boundary of the Property, the Applicant will be able to incorporate streetscapes consistent with the recommendations for the Guidelines for Development: Reston Transit Station Areas. This will allow for a sizeable amenity area, an 8' building zone and an 8' planning area, a 6' sidewalk, a 7' landscaped amenity panel, and two 11' travel lanes with an 8' median. The creation of this streetscape would not be possible without the vacation of this portion of Wood Oak Drive.



Cross-Section of Wood Oak Drive Streetscape Improvements

III. Conclusion

The Applicant is looking forward to working with Fairfax County and VDOT on the abandonment and vacation of the Wood Oak Drive right-of-way. This proposal has been discussed with representatives from the Fairfax County Department of Transportation, who do not object to the proposed vacation/abandonment.

Please let me know if you have any questions or need any additional information in connection with the requested abandonment and vacation.

Best regards,



Brian J. Winterhalter

cc: James N. Bierman, Jr., Dranesville District Supervisor
John C. Ulfelder, Dranesville District Planning Commissioner
Katie Quinn, Department of Planning and Development
David DeMarco, Pulte Home Company, LLC
Stephen Durr, Goodstone LLC
Greg Riegle, McGuire Woods LLP

ATTACHMENT 2

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

(Wood Oak Drive – State Route 6534)

Dranesville District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on December 8, 2026, at 4:30pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, and §15.2-2722, vacating a total of 7,599 square feet of Wood Oak Drive (Route 6534) north of Sunrise Valley Drive, which was dedicated for public street purposes pursuant to that certain Deeds dated April 19, 1989, recorded in Deed Book 7519, at Page 560, located in the land records of Fairfax County, Virginia. The road is located on Tax Map Number: 016-3 and is shown on the plat prepared by Land Design Consultants, which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

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

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

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

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

DRANESVILLE DISTRICT

ADOPTION OF AN ORDINANCE VACATING
OF A ROAD

(Wood Oak Drive – Route 6534)

Dranesville District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on December 8, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate a portion of Wood Oak Drive as formerly dedicated in certain Deed, recorded in Deed Book 7519, at Page 560. The road vacated is currently shown on Tax Map 16-3 and is shown on the plat prepared by Land Design Consultants identified as Attachment 5. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system and that no public necessity exists for the continuance of the right of way.

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

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

NOTES

1. THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON FAIRFAX COUNTY CADASTRAL MAP No. 0163-11 (WOOD OAK DRIVE), 0163-01-0029B AND 0163-11-0005A AND ARE CURRENTLY ZONED PDC PER RZ-2022-DR-0002I.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE ALL ENCUMBRANCES TO THE PLAT MAY NOT BE SHOWN. ALL PREVIOUSLY RECORDED RIGHTS OF WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
3. THE PROPERTY SHOWN HEREON LIES WITHIN A ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DELINEATED ON FLOOD INSURANCE RATE MAP No. 51059C0110E, PANEL 110 OF 450, WITH AN EFFECTIVE DATE OF SEPTEMBER 17, 2010.
4. THERE ARE NO RESOURCE PROTECTION AREAS LOCATED ON THIS SITE AS SHOWN ON THE FAIRFAX COUNTY CHESAPEAKE BAY PRESERVATION MAP 16-3, DATED AUGUST 1, 2005.
5. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 83), NORTH ZONE, US SURVEY FOOT UNITS AS COMPUTED FROM A FIELD RUN BOUNDARY AND HORIZONTAL CONTROL SURVEY THAT TIES THIS BOUNDARY TO A VIRTUAL REFERENCE SYSTEM, THE LEICA GNSS RTK REFERENCE NETWORK, HEXAGON. THE COMBINED GRID AND ELEVATION FACTOR IS 0.99995267.

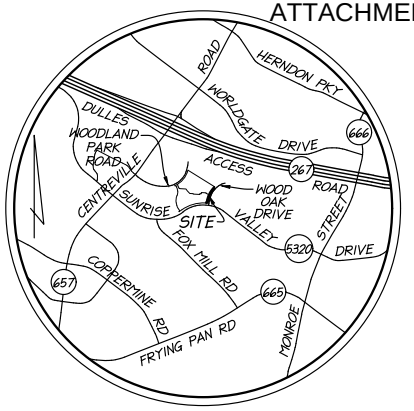
SURVEYOR'S CERTIFICATE

I, ELIS A. LIBRADA, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT IS IS THE PROPERTY ACQUIRED BY GS PROPERTY NR II LLC, BY DEED RECORDED IN DEED BOOK 26031 AT PAGE 710, AS TO PARCEL 29B, GS PROPERTY NR I LLC, BY DEED RECORDED IN DEED BOOK 26031 AT PAGE 702, AS TO PARCEL 5A, AND THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, BY DEED RECORDED IN DEED BOOK 7519 AT PAGE 560, AS TO WOOD OAK DRIVE, ALL AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

COMMONWEALTH OF VIRGINIA
ELIS A. LIBRADA
Lic. No. 3169
REVIEW COPY
LAND SURVEYOR

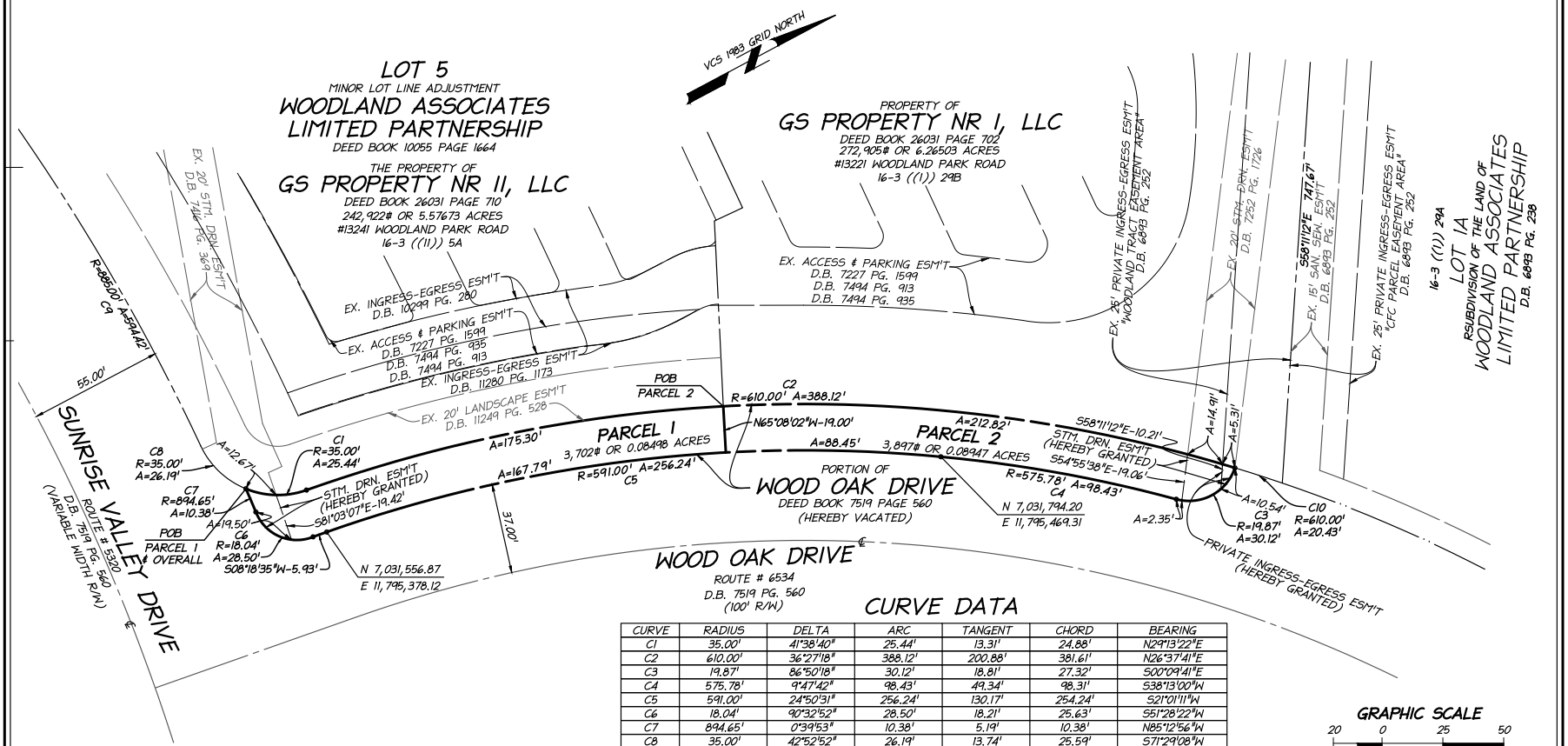
REVERSIONARY AREA TABULATION

PARCEL 1 - 16-3 ((11)) 5A	3,702#	OR	0.08498	ACRES
PARCEL 2 - 16-3 ((1)) 29B	3,897#	OR	0.08947	ACRES
TOTAL	7,599#	OR	0.17445	ACRES



VICINITY MAP

SCALE : 1" = 2000'



CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C1	35.00'	41°38'40"	25.44'	13.31'	24.88'	N29°13'22"E
C2	610.00'	36°27'18"	388.12'	200.88'	381.61'	N26°37'41"E
C3	19.87'	86°50'18"	30.12'	18.81'	27.32'	S00°09'41"E
C4	575.78'	9°47'42"	98.43'	49.34'	98.31'	S38°13'00"W
C5	591.00'	24°50'31"	256.24'	130.17'	254.24'	S21°01'11"W
C6	18.04'	90°32'52"	28.50'	18.21'	25.63'	S51°28'22"W
C7	894.65'	0°39'53"	10.38'	5.19'	10.38'	N85°12'56"W
C8	35.00'	42°52'52"	26.19'	13.74'	25.59'	S71°29'08"W
C9	885.00'	38°29'01"	594.42'	308.91'	583.31'	S73°41'03"W
C10	610.00'	01°55'10"	20.43'	10.22'	20.43'	S45°48'55"W

GRAPHIC SCALE
20 0 25 50
1" = 30'

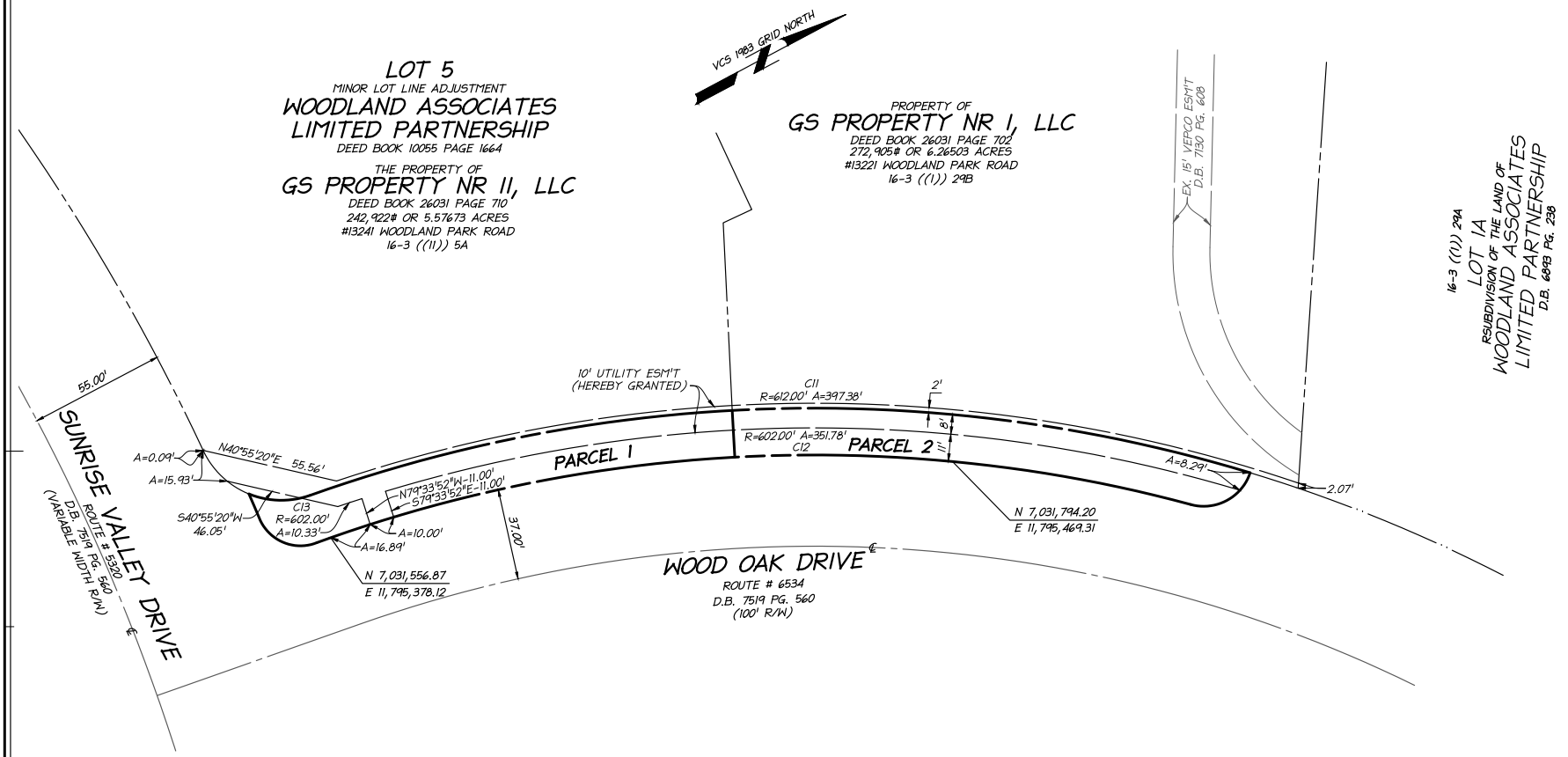
LDC
LAND DESIGN CONSULTANTS
4585 DAISY REID AVENUE, SUITE 201 WOODBRIDGE, VIRGINIA 22192
PH: 703-680-4585 FX: 703-680-4773

PLAT SHOWING THE VACATION OF A PORTION OF
WOOD OAK DRIVE - ROUTE # 6534
AND THE GRANTING OF VARIOUS EASEMENTS OF THE PROPERTIES OF
GS PROPERTY NR I LLC, GS PROPERTY NR II LLC
AND WOOD OAK DRIVE
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 30'
SHEET 1 OF 3
DATE: JAN. 17, 2024
DRAFT: DKA | CHECK: KDV
FILE NUMBER 22041-1-0 3.2

P:\PY 2022\22041-1-0 Cavwood at Woodland Park (Rezonina)\SURVEY\PLATS\RECORD-SUBDIVISION\22041-1-0 VC-1.dwg

ATTACHMENT 4



CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C11	612.00'	37°12'10"	397.38'	205.98'	290.44'	S28°07'30"W
C12	602.00'	33°28'50"	351.78'	181.07'	346.79'	S27°55'56"W
C13	602.00'	00°59'00"	10.33'	5.17'	10.33'	S09°44'55"W

COMMONWEALTH OF VIRGINIA
ELIS A. LIBRADA
Lic. No. 3169
REVIEW COPY
LAND SURVEYOR

GRAPHIC SCALE
20 0 25 50
1" = 30'

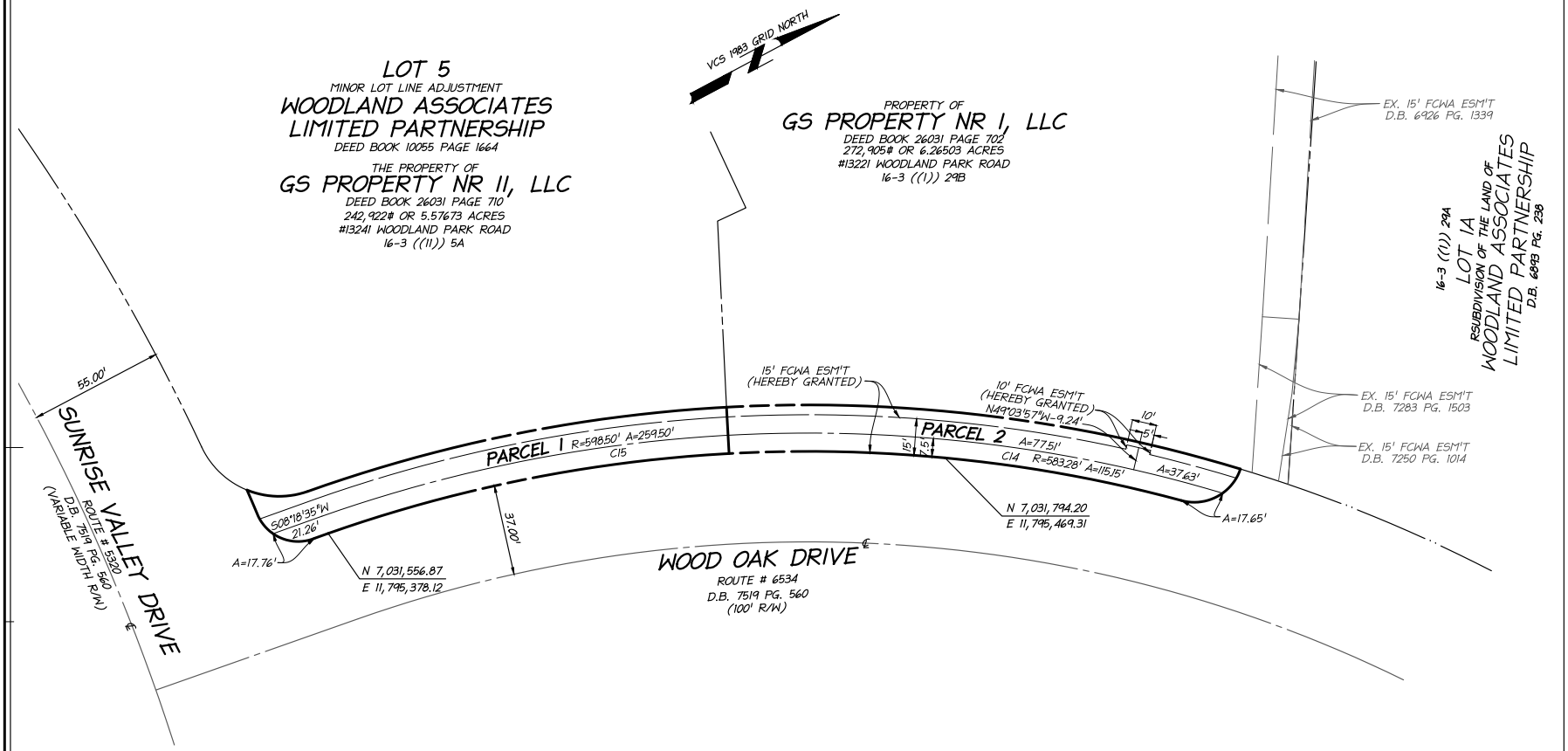
LDC
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DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 30'
SHEET 2 OF 3
DATE: JAN. 17, 2024
DRAFT: DKA | CHECK: KDV
FILE NUMBER 22041-1-0 3.2

P:\PY 2022\22041-1-0 Cavwood at Woodland Park (Rezonina)\SURVEY\PLATS\RECORD-SUBDIVISION\22041-1-0 VC-1.dwg

ATTACHMENT 4



CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C14	583.28'	11°18'39"	115.15'	57.76'	114.96'	S38°58'32"W
C15	598.50'	24°50'35"	259.50'	131.82'	257.48'	S21°01'07"W

COMMONWEALTH OF VIRGINIA
ELIS A. LIBRADA
Lic. No. 3169
REVIEW COPY
LAND SURVEYOR

GRAPHIC SCALE
20 0 25 50
1" = 30'

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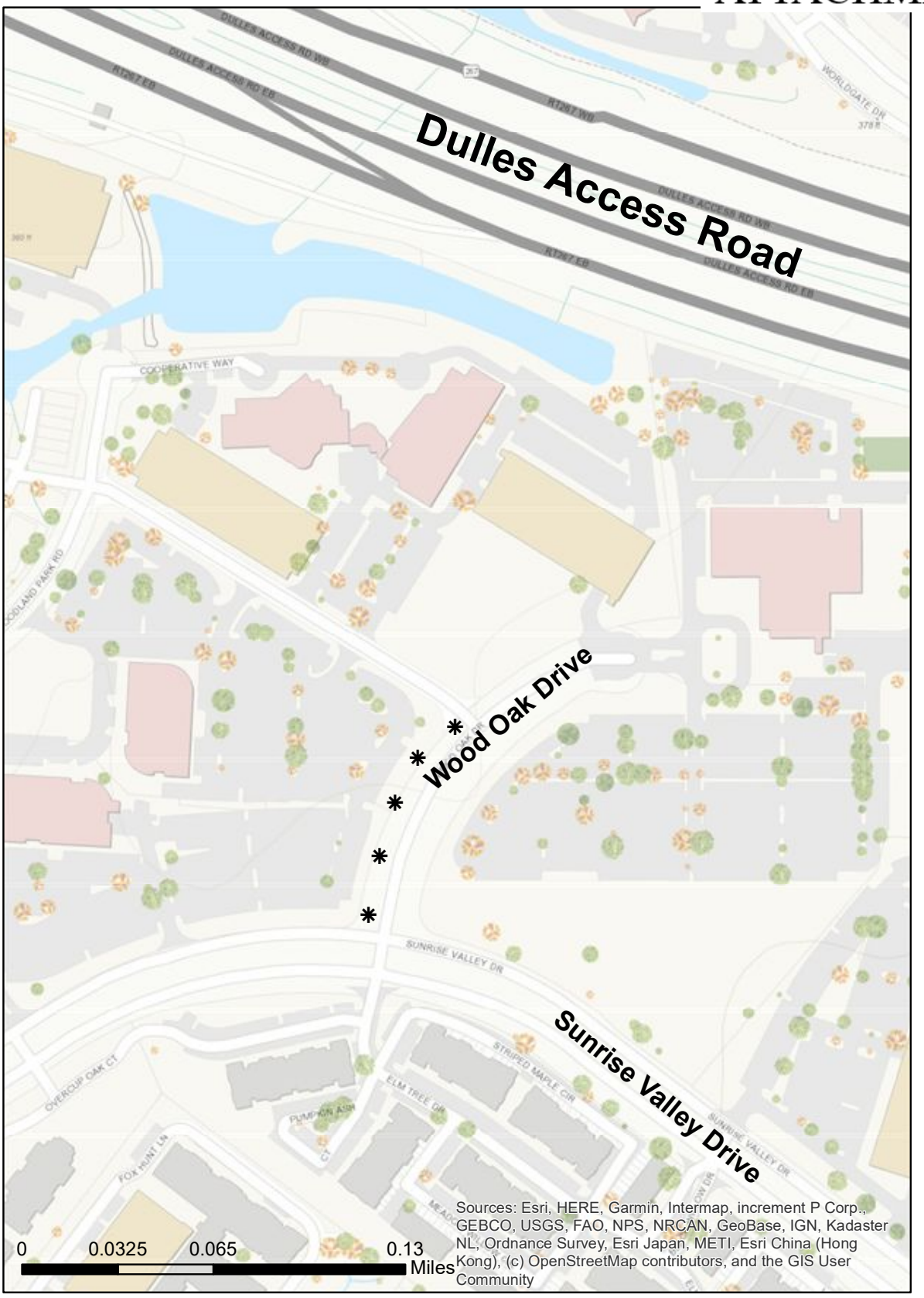
SCALE: 1" = 30'
SHEET 3 OF 3
DATE: JAN. 17, 2024
DRAFT: DKA | CHECK: KDV
FILE NUMBER 22041-1-0 3.2

P:\PY 2022\22041-1-0 Cavwood at Woodland Park (Rezonina)\SURVEY\PLATS\RECORD-SUBDIVISION\22041-1-0 VC-1.dwg

Vacation and Abandonment of Wood Oak Drive

Dranesville District

ATTACHMENT 5



N

Tax Map 16-3

✱ Denotes Area to be Vacated

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Dulles Greene North Four Limited Partnership from Real Estate and Personal Property Taxes (Dranesville District)

ISSUE:
Authorization of the Board of Supervisors (Board) to advertise a public hearing to consider an ordinance to amend Article 33 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 2, 2027.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on December 8, 2026, at 4:00 p.m. to consider an ordinance to amend Article 33 to Chapter 4 of the Fairfax County Code to exempt by designation certain property owned by Dulles Greene North Four Limited Partnership from real and personal property taxes, with an effective date of January 2, 2027.

TIMING:
Board action is requested on November 17, 2026, to provide sufficient time to advertise the proposed hearing on December 8, 2026, at 4:00 p.m. The property tax exemption ordinance, if passed, needs to be in place prior to the approval of any subordinate financing from the Fairfax County Redevelopment and Housing Authority ("FCRHA"), which is planned to be presented to the FCRHA and the Board in January and February, respectively.

BACKGROUND:
The 2026 General Assembly passed HB 854 which amended *Va. Code § 58.1-3651* to allow a local government to exempt from real and personal property taxes property owned by organizations that is used for the charitable or benevolent purposes of providing affordable housing, as long as the controlling interest of the organization is held directly or indirectly by one or more nonprofit organizations. This amendment took effect on July 1, 2026.

True Ground Housing Partners (True Ground), is a non-profit affordable housing provider that FCRHA selected through a competitive process subject to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to develop affordable housing on a site (Dulles Greene or Project) comprising a parcel (County Tax

Map 016-1-01-0011B) owned by the FCRHA (and previously conveyed to the FCRHA by the County) and an adjacent parcel (016-1-01-0011A) currently owned by a subsidiary of The Peterson Companies and which True Ground currently has under contract (Site). The development proposal currently contemplates 435 housing units split between two, distinct buildings (Dulles Greene North and Dulles Greene South, respectively) that will serve low-to-moderate income households across the Project. True Ground is currently working on securing all needed approvals and financing for Dulles Greene North, while financing and approvals for Dulles Greene South is anticipated to occur at a later date. True Ground has applied for FCRHA subordinate loans to support the financial feasibility of Dulles Greene North.

Dulles Greene North is currently contemplated to contain 211 units, split into two different condominium units (Part A and Part B, respectively), each owned by different affiliate entities of True Ground. This splitting of Dulles Greene North into two separate ownership entities allows for Part A and Part B to pursue different sources of financing, including simultaneously pursuing both 9% and 4% Low Income Housing Tax Credits alongside the FCRHA Blueprint Loans and other financing sources. Each unit will in turn be long-term ground leased by the FCRHA to the applicable True Ground affiliate.

Part B of Dulles Greene North will be owned by Dulles Greene North Four Limited Partnership (DGN4). Part B of Dulles Greene North project is eligible for a property tax exemption under 58.1-3651 because the project is owned “by an ownership entity of which a controlling interest of the managing member or general partner of such ownership entity is held directly or indirectly by one or more nonprofit organizations”.

A property tax exemption for DGN4’s property at the Dulles Greene Site could meaningfully impact the financial feasibility of the Project. Property tax exemptions reduce a property’s annual operating costs, which allows the project to leverage a larger amount of private, senior debt and/or frees up net cashflow to fund resident services or reduce rents. This in turn will directly decrease the amount of FCRHA subordinate debt required to make the Project financially feasible. A tax exemption would diversify the tools that support the continued progress towards the Country’s goal of 10,000 net new affordable housing units by 2034.

Prior to the public hearing on this proposed ordinance, the Board will consider adopting an ordinance that will establish Article 33 of the Fairfax County Code, which will set forth the process to allow certain entities that provide affordable housing to obtain an exemption from real and personal property taxes. The proposed ordinance attached to this Board Item will specifically designate that the property owned by DGN4 in Part B of the Dulles Greene North project will be exempt from real and personal property taxes. The proposed ordinance sets forth when the exemption will expire, which includes the earlier of 50 years, or when DGN4 ceases to use the property for the charitable or benevolent purpose of providing affordable housing, or when the controlling interest of DGN4 is no longer held directly or indirectly by a nonprofit organization.

EQUITY IMPACT:
A property tax exemption will increase the financial feasibility of the Project and allow for the FCRHA's investment to better leverage private resources. In turn, the Project will contribute to achieving the Board's goal of increasing the supply of affordable housing by a minimum of 10,000 new units to meet the County's housing needs. With Fairfax County's Area Median Income at $166,100 for a family of four, the delivery of new affordable housing units with this Project 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. Dulles Greene 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:
Currently, tax parcel 0161 01 0011B is owned by the FCRHA and is thus currently exempt from property taxes. Tax parcel 0161 01 0011A is currently owned by a private owner and will be acquired by the FCRHA. For 2026, the property tax assessment for this parcel is $1,462,170 which yields a tax levy of $20,448. After acquisition by the FCRHA, the privately-owned property would be tax-exempt until a subsequent disposition of the property. The property tax exemption will further reduce the amount of FCRHA subordinate debt required to make the Project financially feasible and expand the FCRHA's ability to leverage such funds towards the Board's 10,000 net new affordable housing units by 2034.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Ordinance
Attachment 2 – Location Map

STAFF:
Jessica Werder, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development (HCD)
Jay Doshi, Director, Department of Tax Administration (DTA)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Division Director, Real Estate and Community Development Finance, HCD
Lisa Jacobs, Assistant Division Director, DTA
Rachel Waldman, Associate Director, Real Estate Finance, HCD

Board Agenda Item
November 17, 2026

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney
Ryan Wolf, Senior Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 33 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO PROPERTY USED FOR THE CHARITABLE AND BENEVOLENT PURPOSE OF PROVIDING AFFORDABLE HOUSING THAT IS EXEMPTED FROM TAX BY DESIGNATION

AN ORDINANCE to amend the Fairfax County Code by adopting a new Section 4-33-6 of Article 33 to Chapter 4 relating to the designation of certain property owned by Dulles Greene North Four Limited Partnership as exempt from taxes.

Draft of October 21, 2026

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

1. That Section 4-33-6 of Article 33 of Chapter 4 of the Fairfax County Code is adopted as follows:

CHAPTER 4 – TAXATION AND FINANCE

ARTICLE 33 – Affordable housing property exempted by designation.

Section 4-33-6. – Property of Dulles Greene North Four Limited Partnership.

(a) Dulles Greene North Four Limited Partnership is a Virginia limited partnership for which a controlling interest of the general partner is held directly or indirectly by a nonprofit organization, and it uses its real and personal property to provide affordable housing.

(b) Dulles Greene North Four Limited Partnership is designated as a charitable and benevolent organization as set forth in Va. Code § 58.1-3651 because it uses its real and personal property to provide affordable housing.

(c) As used in this Section 4-33-6, the term "Site" means land set forth as depicted on Fairfax County Tax Map Numbers 016-1-01-0011A and 016-1-01-0011B as of the date of the adoption of this ordinance.

(d) "Dulles Greene North Four Limited Partnership's Property" means the real and personal property that is owned by Dulles Greene North Four Limited Partnership or the real and personal property that is deemed to be taxable to Dulles Greene North Four Limited Partnership pursuant to Va. Code § 58.1-3203.

(e) Dulles Greene North Four Limited Partnership's Property that is or will be located at or on any portion of the Site is hereby exempt from property taxation for so long as and to the extent it is used for the charitable and benevolent purpose of providing affordable housing. This

exemption applies only to Dulles Greene North Four Limited Partnership and does not transfer if Dulles Greene North Four Limited Partnership's Property is sold to another entity.

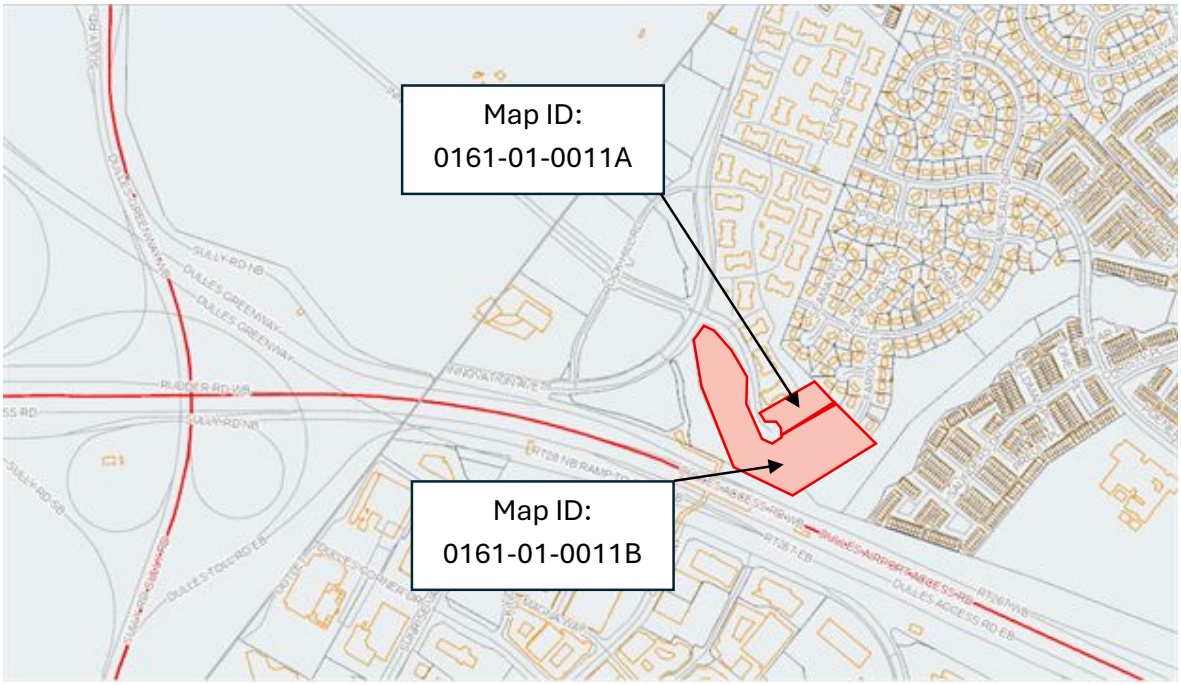
(f) The exemption set forth in this Section 4-33-6 will expire on the earlier of 1) 50 years from the date of enactment of this ordinance, 2) when Dulles Greene North Four Limited Partnership fails to use its exempt property on the Site for the charitable and benevolent purpose of providing affordable housing, 3) when the controlling interest of Dulles Greene North Four Limited Partnership's general partner is no longer held directly or indirectly by a nonprofit organization, or 4) when Dulles Greene North Four Limited Partnership's Property at the Site no longer qualifies for a tax exemption under Va. Code § 58.1-3651 or Section 4-33-1(b). If any portion of Dulles Greene North Four Limited Partnership's Property is not used for the charitable and benevolent purpose of providing affordable housing that portion is not exempt from taxes under this Section.

2. That the provisions of this ordinance will take effect on January 2, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill Cooper
Clerk for the Board of Supervisors


Dulles Greene Apartments
1, 2, &
3-Bedroom Homes
Wyatt
Studio, 1, 2
& 3 Bedrooms
Center for Innovative
Technology
Hutchison
Dulles Greene Cricket
Ground - Fairfax County
Dulles Access Rd
Hyatt Regency Dulles
Innovation Center
Sunrise Valley Dr
28
267


Map ID:
0161-01-0011A
Map ID:
0161-01-0011B

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Dulles Greene North Nine Limited Partnership from Real Estate and Personal Property Taxes (Dranesville District)

ISSUE:
Authorization of the Board of Supervisors (Board) to advertise a public hearing to consider an ordinance to amend Article 33 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 2, 2027.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on December 8, 2026, at 4:00 p.m. to consider an ordinance to amend Article 33 to Chapter 4 of the Fairfax County Code to exempt by designation certain property owned by Dulles Greene North Nine Limited Partnership from real and personal property taxes, with an effective date of January 2, 2027.

TIMING:
Board action is requested on November 17, 2026, to provide sufficient time to advertise the proposed hearing on December 8, 2026, at 4:00 p.m. The property tax exemption ordinance, if passed, needs to be in place prior to the approval of any subordinate financing from the Fairfax County Redevelopment and Housing Authority ("FCRHA"), which is planned to be presented to the FCRHA and the Board in January and February, respectively.

BACKGROUND:
The 2026 General Assembly passed HB 854, which amended *Va. Code § 58.1-3651* to allow a local government to exempt from real and personal property taxes property, owned by organizations, that is used for the charitable or benevolent purposes of providing affordable housing, as long as the controlling interest of the organization is held directly or indirectly by one or more nonprofit organizations. This amendment took effect on July 1, 2026.

True Ground Housing Partners (True Ground), is a non-profit affordable housing provider that FCRHA selected through a competitive process subject to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to develop affordable housing on a site (Dulles Greene or Project) comprising a parcel (County Tax

Map 016-1-01-0011B) owned by the FCRHA (and previously conveyed to the FCRHA by the County) and an adjacent parcel (016-1-01-0011A) currently owned by a subsidiary of The Peterson Companies and which True Ground currently has under contract (site). The development proposal currently contemplates 435 housing units split between two, distinct buildings (Dulles Greene North and Dulles Greene South, respectively) that will serve low-to-moderate income households across the Project. True Ground is currently working on securing all needed approvals and financing for Dulles Greene North, while financing and approvals for Dulles Greene South is anticipated to occur at a later date. True Ground has applied for FCRHA subordinate loans to support the financial feasibility of Dulles Greene North.

Dulles Greene North is currently contemplated to contain 211 units, split into two different condominium units (Part A and Part B, respectively), each owned by a different affiliated entity of True Ground. This splitting of Dulles Greene North into two separate ownership entities allows for Part A and Part B to pursue different sources of financing, including simultaneously pursuing both 9% and 4% Low Income Housing Tax Credits alongside the FCRHA Blueprint Loans and other financing sources. Each unit will in turn be long-term ground leased by the FCRHA to the applicable True Ground affiliate.

Part A of Dulles Greene North will be owned by Dulles Greene North Nine Limited Partnership (DGN9). Part A of Dulles Greene North project is eligible for a property tax exemption under 58.1-3651 because the project is owned “by an ownership entity of which a controlling interest of the managing member or general partner of such ownership entity is held directly or indirectly by one or more nonprofit organizations”.

A property tax exemption for DGN9’s property at the Dulles Greene Site could meaningfully impact the financial feasibility of the Project. Property tax exemptions reduce a property’s annual operating costs, which allows the project to leverage a larger amount of private, senior debt and/or frees up net cashflow to fund resident services or reduce rents. This in turn will directly decrease the amount of FCRHA subordinate debt required to make the Project financially feasible. A tax exemption would diversify the tools that support the continued progress towards the Country’s goal of 10,000 net new affordable housing units by 2034.

Prior to the public hearing on this proposed ordinance, the Board will consider adopting an ordinance that will establish Article 33 of the Fairfax County Code, which will set forth the process to allow certain entities that provide affordable housing to obtain an exemption from real and personal property taxes. The proposed ordinance attached to this Board Item will specifically designate that the property owned by DGN9 in Part A of the Dulles Greene North project will be exempt from real and personal property taxes. The proposed ordinance sets forth when the exemption will expire, which includes the earlier of 50 years, or when DGN9 ceases to use the property for the charitable or benevolent purpose of providing affordable housing, or when the controlling interest of DGN9 is no longer held directly or indirectly by a nonprofit organization.

EQUITY IMPACT:
A property tax exemption will increase the financial feasibility of the Project and allow for the FCRHA's investment to better leverage private resources. In turn, the Project will contribute to achieving the Board's goal of increasing the supply of affordable housing by a minimum of 10,000 new units to meet the County's housing needs. With Fairfax County's Area Median Income at $166,100 for a family of four, the delivery of new affordable housing units with this Project 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. Dulles Greene 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:
Currently, tax parcel 0161 01 0011B is owned by the FCRHA and is thus currently exempt from property taxes. Tax parcel 0161 01 0011A is currently owned by a private owner and will be acquired by the FCRHA. For 2026, the property tax assessment for this parcel is $1,462,170 which yields a tax levy of $20,448.44. After acquisition by the FCRHA, the privately-owned property would be tax-exempt until a subsequent disposition of the property. The property tax exemption will further reduce the amount of FCRHA subordinate debt required to make the Project financially feasible and expand the FCRHA's ability to leverage such funds towards the Board's 10,000 net new affordable housing units by 2034.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Ordinance
Attachment 2 – Location Map

STAFF:
Jessica Werder, Deputy County Executive
Thomas E. Fleetwood, Director, Housing and Community Development (HCD)
Jay Doshi, Director, Department of Tax Administration (DTA)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Division Director, Real Estate and Community Development Finance, HCD
Lisa Jacobs, Assistant Division Director, DTA
Rachel Waldman, Associate Director, Real Estate Finance, HCD

Board Agenda Item
November 17, 2026

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney
Ryan Wolf, Senior Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 33 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO PROPERTY USED FOR THE CHARITABLE AND BENEVOLENT PURPOSE OF PROVIDING AFFORDABLE HOUSING THAT IS EXEMPTED FROM TAX BY DESIGNATION

AN ORDINANCE to amend the Fairfax County Code by adopting a new Section 4-33-5 of Article 33 to Chapter 4 relating to the designation of certain property owned by Dulles Greene North Nine Limited Partnership as exempt from taxes.

Draft of October 21, 2026

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

1. That Section 4-33-5 of Article 33 of Chapter 4 of the Fairfax County Code is adopted as follows:

CHAPTER 4 – TAXATION AND FINANCE

ARTICLE 33 – Affordable housing property exempted by designation.

Section 4-33-5. – Property of Dulles Greene North Nine Limited Partnership.

(a) Dulles Greene North Nine Limited Partnership is a Virginia limited partnership for which a controlling interest of the general partner is held directly or indirectly by a nonprofit organization, and it uses its real and personal property to provide affordable housing.

(b) Dulles Greene North Nine Limited Partnership is designated as a charitable and benevolent organization as set forth in Va. Code § 58.1-3651 because it uses its real and personal property to provide affordable housing.

(c) As used in this Section 4-33-5, the term "Site" means land set forth as depicted on Fairfax County Tax Map Numbers 016-1-01-0011A and 016-1-01-0011B as of the date of the adoption of this ordinance.

(d) "Dulles Greene North Nine Limited Partnership's Property" means the real and personal property that is owned by Dulles Greene North Nine Limited Partnership or the real and personal property that is deemed to be taxable to Dulles Greene North Nine Limited Partnership pursuant to Va. Code § 58.1-3203.

(e) Dulles Greene North Nine Limited Partnership's Property that is or will be located at or on any portion of the Site is hereby exempt from property taxation for so long as and to the extent it is used for the charitable and benevolent purpose of providing affordable housing. This

exemption applies only to Dulles Greene North Nine Limited Partnership and does not transfer if Dulles Greene North Nine Limited Partnership's Property is sold to another entity.

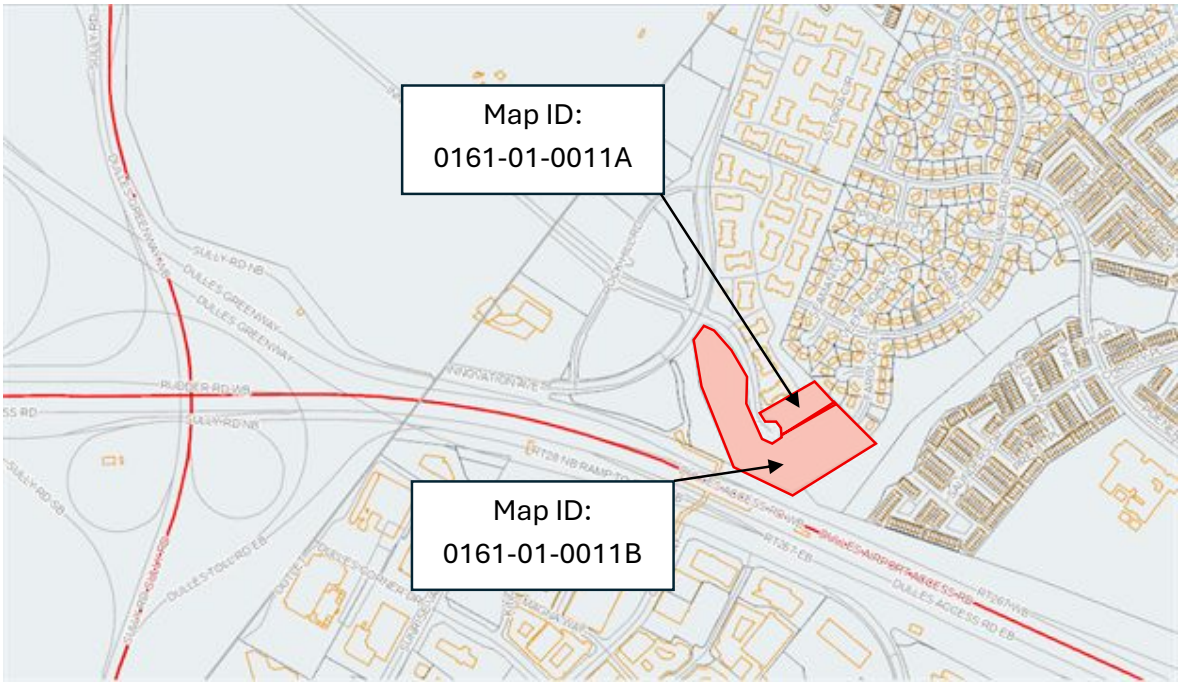
(f) The exemption set forth in this Section 4-33-5 will expire on the earlier of 1) 50 years from the date of enactment of this ordinance, 2) when Dulles Greene North Nine Limited Partnership fails to use its exempt property on the Site for the charitable and benevolent purpose of providing affordable housing, 3) when the controlling interest of Dulles Greene North Nine Limited Partnership's general partner is no longer held directly or indirectly by a nonprofit organization, or 4) when Dulles Greene North Nine Limited Partnership's Property at the Site no longer qualifies for a tax exemption under Va. Code § 58.1-3651 or Section 4-33-1(b). If any portion of Dulles Greene North Nine Limited Partnership's Property is not used for the charitable and benevolent purpose of providing affordable housing that portion is not exempt from taxes under this Section.

2. That the provisions of this ordinance will take effect on January 2, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill Cooper
Clerk for the Board of Supervisors


Dulles Greene Apartments
1, 2, &
3-Bedroom Homes
Wyatt
Studio, 1, 2
& 3 Bedrooms
Center for Innovative
Technology
Hutchison
Dulles Greene Cricket
Ground - Fairfax County
Dulles Access Rd
Hyatt Regency Dulles
Innovation Center
Sunrise Valley Dr
28
267


Map ID:
0161-01-0011A
Map ID:
0161-01-0011B

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend the Code of the County of Fairfax, Virginia by Adopting Article 33 of Chapter 4 (Taxation and Finance) Relating to Affordable Housing Property Exempted by Designation and to Exempt by Designation Certain Property Owned by Columbia Crossroads 9 Limited Partnership from Real Estate and Personal Property Taxes (Mason District)

ISSUE:
Authorization of the Board of Supervisors (Board) to advertise a public hearing to consider an ordinance to adopt Article 33 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 1, 2027.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on December 8, 2026, at 4:00 p.m. to consider establishment of Article 33 to Chapter 4 of the Fairfax County Code, with an effective date of January 1, 2027.

TIMING:
Board action is requested on November 17, 2026, to provide sufficient time to advertise the proposed hearing on December 8, 2026, at 4:00 p.m. The property tax exemption ordinance, if passed, needs to be in place prior to the approval of any subordinate financing from the Fairfax County Redevelopment and Housing Authority ("FCRHA"), which is planned to be presented to the FCRHA and the Board in January and February, respectively.

BACKGROUND:
The 2026 General Assembly passed HB 854 which amended *Va. Code § 58.1-3651* to allow a local government to exempt from real and personal property taxes property owned by organizations that is used for the charitable or benevolent purposes of providing affordable housing, as long as the controlling interest of the organization is held directly or indirectly by one or more nonprofit organizations. This amendment took effect on July 1, 2026. Under the amended *Va. Code § 58.1-3651*, the Board may consider adopting an ordinance that will establish Article 33 of the Fairfax County Code, which will set forth the process to allow certain entities that provide affordable housing to obtain an exemption from real and personal property taxes.

The NHP Foundation (NHP), is a non-profit affordable housing provider that FCRHA selected through a competitive process subject to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to develop affordable housing on a site (East County or the Site) comprising a parcel (County Tax Map 061-2-01-0113E) owned by the FCRHA (and previously conveyed to the FCRHA by the County) ("Columbia Crossroads" or "Project"). The development proposal currently contemplates 160 units that will serve low-to-moderate income households. NHP is currently working on securing all needed approvals and financing for the Project. NHP has applied for FCRHA subordinate loans to support the financial feasibility of Columbia Crossroads.

Columbia Crossroads is currently contemplated to be split into two different condominium units (Part A and Part B, respectively), each owned by different affiliate entities of NHP. This splitting of Columbia Crossroads into two separate ownership entities allows for Part A and Part B to pursue different sources of financing, including simultaneously pursuing both 9% and 4% Low Income Housing Tax Credits alongside the FCRHA Blueprint Loans and other financing sources. Each unit will in turn be long-term ground leased by the FCRHA to the applicable NHP affiliate.

Part A of Columbia Crossroads will be owned by Columbia Crossroads 9 Limited Partnership (CC9). Part A of Columbia Crossroads project is eligible for a property tax exemption under 58.1-3651 because the project is owned "by an ownership entity of which a controlling interest of the managing member or general partner of such ownership entity is held directly or indirectly by one or more nonprofit organizations".

A property tax exemption for CC9's property at East County could meaningfully impact the financial feasibility of the Project. Property tax exemptions reduce a property's annual operating costs, which allows the project to leverage a larger amount of private, senior debt and/or frees up net cashflow to fund resident services or reduce rents. This in turn will directly decrease the amount of FCRHA subordinate debt required to make the Project financially feasible. A tax exemption would diversify the tools that support the continued progress towards the Country's goal of 10,000 net new affordable housing units by 2034.

The proposed ordinance attached to this Board Item will specifically designate that the property owned by CC9 in Part A of the Columbia Crossroads project will be exempt from real and personal property taxes. The proposed ordinance sets forth when the exemption will expire, which includes the earlier of 50 years, or when CC9 ceases to use the property for the charitable or benevolent purpose of providing affordable housing, or when the controlling interest of CC9 is no longer held directly or indirectly by a nonprofit organization.

EQUITY IMPACT:
A property tax exemption will increase the financial feasibility of the Project and allow for the FCRHA's investment to better leverage private resources. In turn, the Project will contribute to achieving the Board's goal of increasing the supply of affordable housing by a minimum of 10,000 new units to meet the County's housing needs. With Fairfax County's Area Median Income at $166,100 for a family of four, the delivery of new affordable housing units with this project 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. Columbia Crossroads 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:
Currently, tax parcel 061-2-01-0113E has a 2026 assessed value of $4,868,630. However, because the parcel is owned by the FCRHA it is currently exempt from property taxes. As such, a property tax exemption for the Project will not impact the current property tax revenues generated from the Site. The property tax exemption will further reduce the amount of FCRHA subordinate debt required to make the Project financially feasible and expand the FCRHA's ability to leverage such funds towards the Board's 10,000 net new affordable housing units by 2034.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Ordinance
Attachment 2 – Location Map

STAFF:
Jessica Werder, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development (HCD)
Jay Doshi, Director, Department of Tax Administration (DTA)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Division Director, Real Estate and Community Development Finance, HCD
Lisa Jacobs, Assistant Division Director, DTA
Rachel Waldman, Associate Director, Real Estate Finance, HCD

Board Agenda Item
November 17, 2026

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney
Ryan Wolf, Senior Assistant County Attorney

AN ORDINANCE ADOPTING ARTICLE 33 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO PROPERTY USED FOR THE CHARITABLE AND BENEVOLENT PURPOSE OF PROVIDING AFFORDABLE HOUSING THAT IS EXEMPTED FROM TAX BY DESIGNATION

AN ORDINANCE to amend the Fairfax County Code by adopting Article 33 to Chapter 4 relating to affordable housing property exempted from taxes by designation and the designation of certain property owned by Columbia Crossroads 9 Limited Partnership as exempt from taxes.

Draft of October 21, 2026

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

1. That Article 33 of Chapter 4 of the Fairfax County Code is adopted as follows:

CHAPTER 4 – TAXATION AND FINANCE

ARTICLE 33 – Affordable housing property exempted by designation.

Section 4-33-1. – Exemption by designation.

(a) Pursuant to Va. Code § 58.1-3651(A)(2), the Board of Supervisors may by designation exempt from real or personal property taxes, or both, by ordinance duly adopted, certain real or personal property, or both, owned by either a nonprofit organization or an ownership entity of which a controlling interest of the managing member or general partner of such ownership entity is held directly or indirectly by one or more nonprofit organizations, notwithstanding any for-profit ownership interests, if the property is used for the charitable or benevolent purposes of the provision of affordable housing and if it meets the requirements of subsection (b).

(b) The Board of Supervisors may only exempt by designation the real or personal property taxes, or both, of an entity pursuant to Va. Code § 58.1-3651 when such property (1) is or will be, or is located on real property that is or will be, leased from the Fairfax County Redevelopment and Housing Authority and (2) is otherwise taxable under general law or under Va. Code § 58.1-3203.

(c) In this Article 33, the term "affordable housing" has the same meaning as is set forth in Va. Code § 58.1-3651.

Section 4-33-2. – Procedure for exemption by designation.

The ordinance exempting property pursuant to Section 4-33-1 must comply with the notice and public hearing requirements set forth in Va. Code § 58.1-3651.

Section 4-33-3. – Property of Columbia Crossroads 9 Limited Partnership.

(a) Columbia Crossroads 9 Limited Partnership is a Virginia limited partnership for which a controlling interest of the general partner is held directly or indirectly by a nonprofit organization, and it uses its real and personal property to provide affordable housing.

(b) Columbia Crossroads 9 Limited Partnership is designated as a charitable and benevolent organization as set forth in Va. Code § 58.1-3651 because it uses its real and personal property to provide affordable housing.

(c) As used in this Section 4-33-3, the term "Site" means land set forth as depicted on Fairfax County Tax Map Number 061-2-01-0113E, with the address of 5831 Columbia Pike, Fairfax County, Virginia, as of the date of the adoption of this ordinance.

(d) "Columbia Crossroads 9 Limited Partnership's Property" means the real and personal property that is owned by Columbia Crossroads 9 Limited Partnership or the real and personal property that is deemed to be taxable to Columbia Crossroads 9 Limited Partnership pursuant to Va. Code § 58.1-3203.

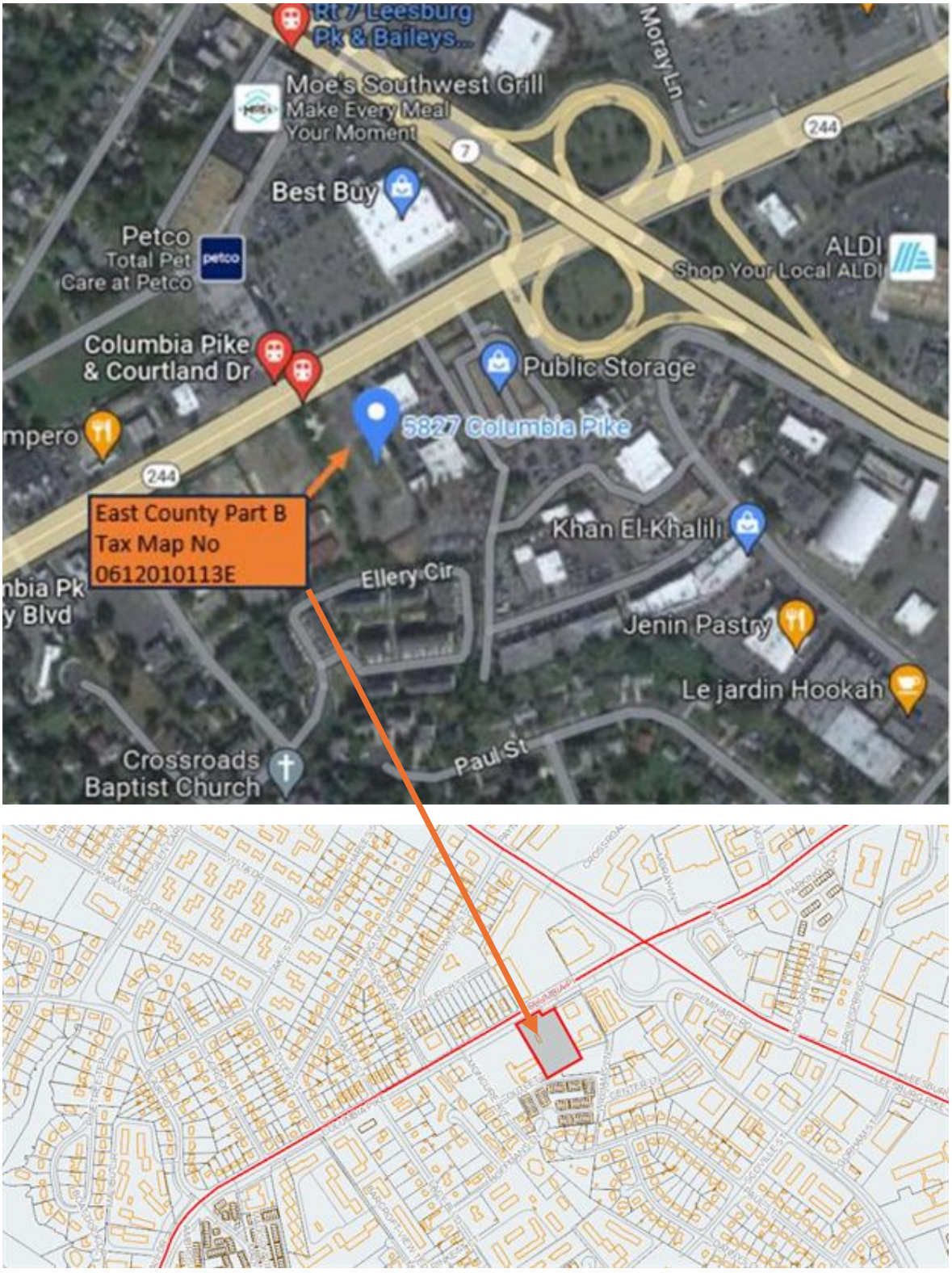
(e) Columbia Crossroads 9 Limited Partnership's Property that is or will be located at or on any portion of the Site is hereby exempt from property taxation for so long as and to the extent it is used for the charitable and benevolent purpose of providing affordable housing. This exemption applies only to Columbia Crossroads 9 Limited Partnership and does not transfer if Columbia Crossroads 9 Limited Partnership's Property is sold to another entity.

(f) The exemption set forth in this Section 4-33-3 will expire on the earlier of 1) 50 years from the date of enactment of this ordinance, 2) when Columbia Crossroads 9 Limited Partnership fails to use its exempt property on the Site for the charitable and benevolent purpose of providing affordable housing, 3) when the controlling interest of Columbia Crossroads 9 Limited Partnership's general partner is no longer held directly or indirectly by a nonprofit organization, or 4) when Columbia Crossroads 9 Limited Partnership's Property at the Site no longer qualifies for a tax exemption under Va. Code § 58.1-3651 or Section 4-33-1(b). If any portion of Columbia Crossroads 9 Limited Partnership's Property is not used for the charitable and benevolent purpose of providing affordable housing that portion is not exempt from taxes under this Section.

2. That the provisions of this ordinance will take effect on January 1, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill Cooper
Clerk for the Board of Supervisors


Rt 7 Leesburg Pk & Baileys...
Moe's Southwest Grill
Make Every Meal Your Moment
Moray Ln
244
7
Best Buy
Petco
Total Pet Care at Petco
ALDI
Shop Your Local ALDI
Columbia Pike & Courtland Dr
Public Storage
5827 Columbia Pike
mpero
244
East County Part B
Tax Map No
0612010113E
Khan El-Khalili
Ellery Cir
nbia Pk
y Blvd
Jenin Pastry
Le jardin Hookah
Crossroads Baptist Church
Paul St

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend Article 33 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax Virginia to Exempt by Designation Certain Property Owned by Columbia Crossroads 4 Limited Partnership from Real Estate and Personal Property Taxes (Mason District)

ISSUE:
Authorization of the Board of Supervisors (Board) to advertise a public hearing to consider an ordinance to amend Article 33 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 2, 2027.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on December 8, 2026, at 4:00 p.m. to consider an ordinance to amend Article 33 to Chapter 4 of the Fairfax County Code to exempt by designation certain property owned by Columbia Crossroads 4 Limited Partnership from real and personal property taxes, with an effective date of January 2, 2027.

TIMING:
Board action is requested on November 17, 2026, to provide sufficient time to advertise the proposed hearing on December 8, 2026, at 4:00 p.m. The property tax exemption ordinance, if passed, needs to be in place prior to the approval of any subordinate financing from the Fairfax County Redevelopment and Housing Authority (“FCRHA”), which is planned to be presented to the FCRHA and the Board in January and February, respectively.

BACKGROUND:
The 2026 General Assembly passed HB 854 which amended *Va. Code § 58.1-3651* to allow a local government to exempt from real and personal property taxes property owned by organizations that is used for the charitable or benevolent purposes of providing affordable housing, as long as the controlling interest of the organization is held directly or indirectly by one or more nonprofit organizations. This amendment took effect on July 1, 2026.

The NHP Foundation (NHP), is a non-profit affordable housing provider that FCRHA selected through a competitive process subject to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) to develop affordable housing on a site

(East County or the Site) comprising a parcel (County Tax Map 061-2-01-0113E) owned by the FCRHA (and previously conveyed to the FCRHA by the County) ("Columbia Crossroads" or "Project"). The development proposal currently contemplates 160 units that will serve low-to-moderate income households. NHP is currently working on securing all needed approvals and financing for the Project. NHP has applied for FCRHA subordinate loans to support the financial feasibility of Columbia Crossroads.

Columbia Crossroads is currently contemplated to be split into two different condominium units (Part A and Part B, respectively), each owned by different affiliate entities of NHP. This splitting of Columbia Crossroads into two separate ownership entities allows for Part A and Part B to pursue different sources of financing, including simultaneously pursuing both 9% and 4% Low Income Housing Tax Credits alongside the FCRHA Blueprint Loans and other financing sources. Each unit will in turn be long-term ground leased by the FCRHA to the applicable NHP affiliate.

Part B of Columbia Crossroads will be owned by Columbia Crossroads 4 Limited Partnership (CC4). Part B of the Columbia Crossroads project is eligible for a property tax exemption under 58.1-3651 because the project is owned "by an ownership entity of which a controlling interest of the managing member or general partner of such ownership entity is held directly or indirectly by one or more nonprofit organizations".

A property tax exemption for CC4's property at East County could meaningfully impact the financial feasibility of the Project. Property tax exemptions reduce a property's annual operating costs, which allows the project to leverage a larger amount of private, senior debt and/or frees up net cashflow to fund resident services or reduce rents. This in turn will directly decrease the amount of FCRHA subordinate debt required to make the Project financially feasible. A tax exemption would diversify the tools that support the continued progress towards the Country's goal of 10,000 net new affordable housing units by 2034.

Prior to the public hearing on this proposed ordinance, the Board will consider adopting an ordinance that will establish Article 33 of the Fairfax County Code, which will set forth the process to allow certain entities that provide affordable housing to obtain an exemption from real and personal property taxes. The proposed ordinance attached to this Board Item will specifically designate that the property owned by CC4 in Part B of the Columbia Crossroads project will be exempt from real and personal property taxes. The proposed ordinance sets forth when the exemption will expire, which includes the earlier of 50 years, or when CC4 ceases to use the property for the charitable or benevolent purpose of providing affordable housing, or when the controlling interest of CC4 is no longer held directly or indirectly by a nonprofit organization.

EQUITY IMPACT:
A property tax exemption will increase the financial feasibility of the Project and allow for the FCRHA's investment to better leverage private resources. In turn, the Project will contribute to achieving the Board's goal of increasing the supply of affordable housing by a minimum of 10,000 new units to meet the County's housing needs. With Fairfax County's Area Median Income at $166,100 for a family of four, the delivery of new affordable housing units with this Project 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. Columbia Crossroads 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:
Currently, tax parcel 061-2-01-0113E has a 2026 assessed value of $4,868,630. However, because the parcel is owned by the FCRHA it is currently exempt from property taxes. As such, a property tax exemption for the Project will not impact the current property tax revenues generated from the Site. The property tax exemption will further reduce the amount of FCRHA subordinate debt required to make the Project financially feasible and expand the FCRHA's ability to leverage such funds towards the Board's 10,000 net new affordable housing units by 2034.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Ordinance
Attachment 2 – Location Map

STAFF:
Jessica Werder, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development (HCD)
Jay Doshi, Director, Department of Tax Administration (DTA)
Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD
Callahan Seltzer, Division Director, Real Estate and Community Development Finance, HCD
Lisa Jacobs, Assistant Division Director, DTA
Rachel Waldman, Associate Director, Real Estate Finance, HCD

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney
Ryan Wolf, Senior Assistant County Attorney

AN ORDINANCE AMENDING
ARTICLE 33 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO PROPERTY USED FOR THE CHARITABLE AND BENEVOLENT PURPOSE OF PROVIDING AFFORDABLE HOUSING THAT IS EXEMPTED FROM TAX BY DESIGNATION

AN ORDINANCE to amend the Fairfax County Code by adopting a new Section 4-33-4 of Article 33 to Chapter 4 relating to the designation of certain property owned by Columbia Crossroads 4 Limited Partnership as exempt from taxes.

Draft of October 21, 2026

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

1. That Section 4-33-4 of Article 33 of Chapter 4 of the Fairfax County Code is adopted as follows:

CHAPTER 4 – TAXATION AND FINANCE

ARTICLE 33 – Affordable housing property exempted by designation.

Section 4-33-4. – Property of Columbia Crossroads 4 Limited Partnership.

(a) Columbia Crossroads 4 Limited Partnership is a Virginia limited partnership for which a controlling interest of the general partner is held directly or indirectly by a nonprofit organization, and it uses its real and personal property to provide affordable housing.

(b) Columbia Crossroads 4 Limited Partnership is designated as a charitable and benevolent organization as set forth in Va. Code § 58.1-3651 because it uses its real and personal property to provide affordable housing.

(c) As used in this Section 4-33-4, the term "Site" means land set forth as depicted on Fairfax County Tax Map Number 061-2-01-0113E, with the address of 5831 Columbia Pike, Fairfax County, Virginia, as of the date of the adoption of this ordinance.

(d) "Columbia Crossroads 4 Limited Partnership's Property" means the real and personal property that is owned by Columbia Crossroads 4 Limited Partnership or the real and personal property that is deemed to be taxable to Columbia Crossroads 4 Limited Partnership pursuant to Va. Code § 58.1-3203.

(e) Columbia Crossroads 4 Limited Partnership's Property that is or will be located at or on any portion of the Site is hereby exempt from property taxation for so long as and to the extent it is used for the charitable and benevolent purpose of providing affordable housing. This

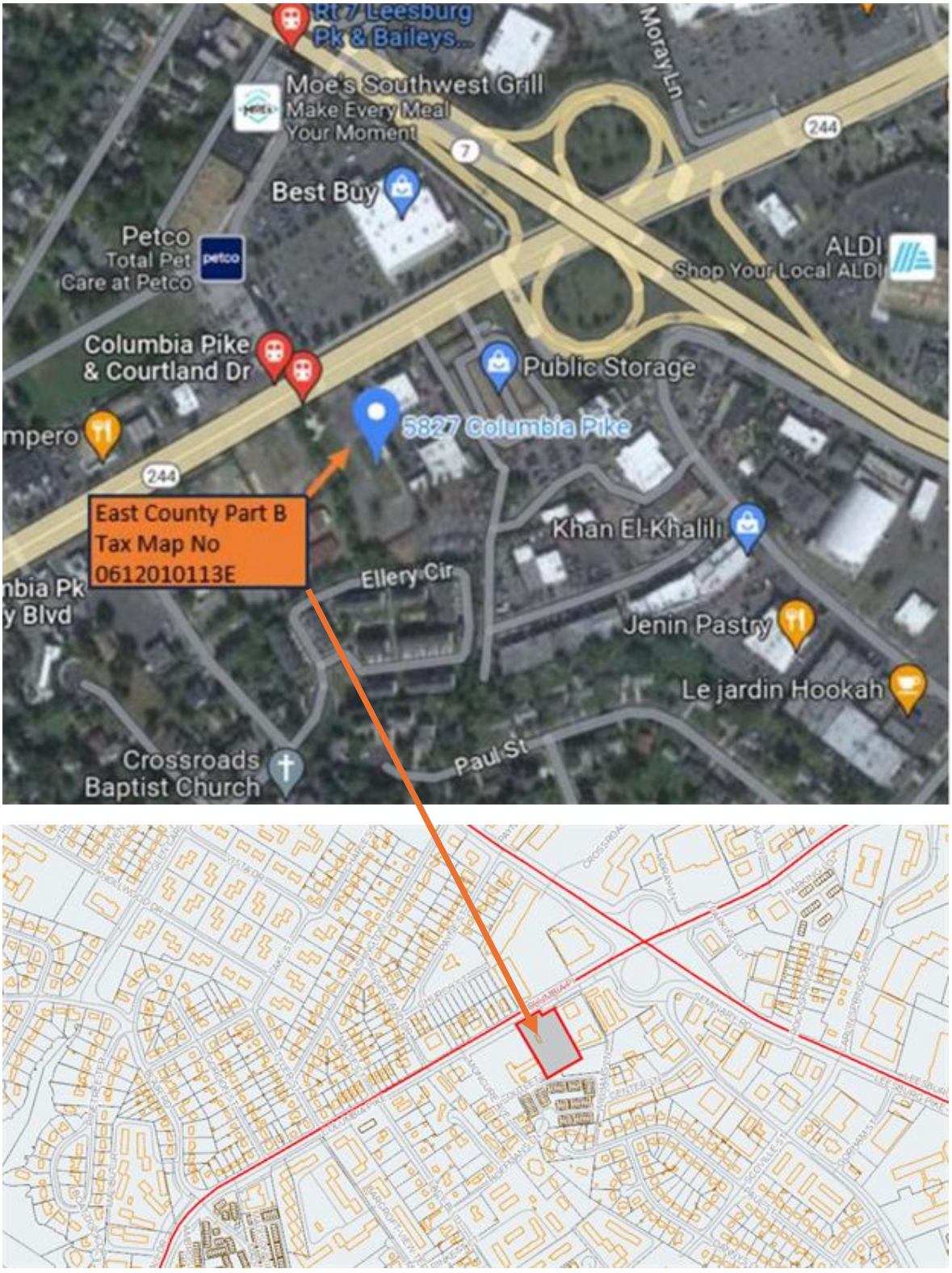
exemption applies only to Columbia Crossroads 4 Limited Partnership and does not transfer if Columbia Crossroads 4 Limited Partnership's Property is sold to another entity.

(f) The exemption set forth in this Section 4-33-4 will expire on the earlier of 1) 50 years from the date of enactment of this ordinance, 2) when Columbia Crossroads 4 Limited Partnership fails to use its exempt property on the Site for the charitable and benevolent purpose of providing affordable housing, 3) when the controlling interest of Columbia Crossroads 4 Limited Partnership's general partner is no longer held directly or indirectly by a nonprofit organization, or 4) when Columbia Crossroads 4 Limited Partnership's Property at the Site no longer qualifies for a tax exemption under Va. Code § 58.1-3651 or Section 4-33-1(b). If any portion of Columbia Crossroads 4 Limited Partnership's Property is not used for the charitable and benevolent purpose of providing affordable housing that portion is not exempt from taxes under this Section.

2. That the provisions of this ordinance will take effect on January 2, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____
Jill Cooper
Clerk for the Board of Supervisors


Rt 7 Leesburg Pk & Baileys...
Moe's Southwest Grill
Make Every Meal Your Moment
Moray Ln
244
7
Best Buy
Petco
Total Pet Care at Petco
ALDI
Shop Your Local ALDI
Columbia Pike & Courtland Dr
Public Storage
5827 Columbia Pike
mpero
244
East County Part B
Tax Map No
0612010113E
Khan El-Khalili
Ellery Cir
nbia Pk
y Blvd
Jenin Pastry
Le jardin Hookah
Crossroads Baptist Church
Paul St

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 6

Extension of Review Period for 2232 Application for Audrey Moore Rec Center Site (Braddock District)

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

PROJECT DESCRIPTION:
Department of Public Works and Environmental Services (DPWES) is requesting 2232 approval for construction of a new recreation center to replace the existing Audrey Moore Rec Center building. The extension period request is to allow the applicant, county agency review, and the Planning Commission sufficient time to complete the 2232 review.

The review period for the following application should be extended:

2232-2026-BR-00007	Department of Public Works and Environmental Services Tax Map No. 70-4 ((1)) 2 8100 Braddock Road, Annandale, VA 22003 Braddock District Accepted on September 25, 2026 Application to expire on November 24, 2026 Requesting extension to August 25, 2027

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-2026-BR-00007.

TIMING:
Board action is requested on November 17, 2026, to extend the review period for the application prior to the expiration of the review period on November 24, 2026.

BACKGROUND:
Subsection B of Section 15.2-2232 of the Code of Virginia states: “Failure of the commission to act within 60 days of a submission, unless the time is extended by the

governing body, shall be deemed approval." The full length of an extension period may not be necessary, and any extension is not intended to set a date for final action.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 7

Extension of Review Period for 2232 Application for Hollin Hall Substation (Mount Vernon District)

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

PROJECT DESCRIPTION:
Dominion Energy is requesting 2232 approval to expand and upgrade an existing electrical distribution substation facility to continue serving the electrical demands of the surrounding area. The proposal also requires special exception review; SE-2024-MV-00015 is under review and will be reviewed concurrently with the 2232 application. The extension review request is to allow the applicant sufficient time to resubmit materials for the concurrent SE review, so that the 2232 and SE applications can continue to be concurrently reviewed and presented at the same Planning Commission public hearing.

The review period for the following application should be extended:

2232-2025-MV-00012	Dominion Energy Tax Map No. 93-1 ((1)) 63 2420 Ross St, Alexandria, VA 22306 Mount Vernon District Accepted on December 4, 2025 Initial Board extension granted on January 13, 2026 Current extension will expire on December 20, 2026 Requesting extension to December 17, 2027

RECOMMENDATION:
The County Executive recommends that the Board extend the review period for the following application: 2232-2025-MV-00012.

TIMING:
Board action is requested on November 17, 2026, to extend the review period for the application prior to the expiration of the review period on December 20, 2026.

Board Agenda Item
November 17, 2026

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

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 8

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Doyle Road (Springfield 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 Doyle Road (Attachment 2), consisting of the following:

- One Speed Hump and three Speed Tables on Doyle Road (Springfield District)

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

TIMING:
Board action is requested on November 17, 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 September 25, 2026, FCDOT received verification from the Springfield District Supervisor's office confirming community support for the Doyle Road traffic calming plan.

Board Agenda Item
November 17, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $79,000 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 Doyle Road
Attachment 2: Traffic Calming Plan for Doyle 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
Nicole Machacuay, 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
DOYLE ROAD
SPRINGFIELD 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, November 17, 2026, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Doyle 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

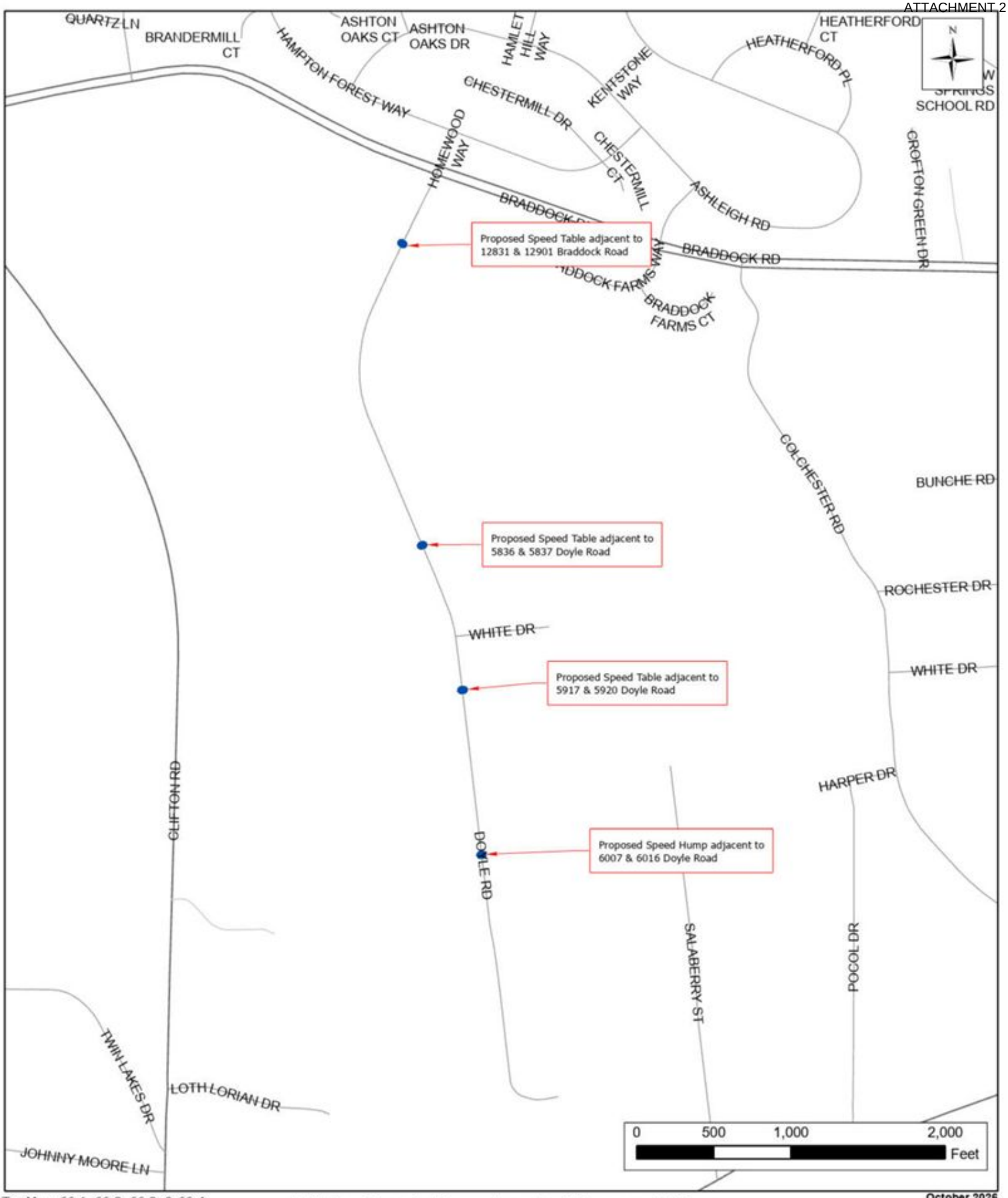
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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 Doyle Road as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 17th day of November, 2026.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 66-1, 66-2, 66-3, & 66-4

October 2026

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Doyle Road
Springfield District

Board Agenda Item
November 17, 2026

ADMINISTRATIVE – 9

Authorization to Execute Standard Project Agreements with the Northern Virginia Transportation Commission for the Fiscal Year 2027-2028 I-66 Commuter Choice Program (Braddock, Hunter Mill, Providence and Sully Districts)

ISSUE:
Board of Supervisors' (Board) approval of a resolution (Attachment 1) authorizing the Director of the Fairfax County Department of Transportation (FCDOT), or designee, to execute the Standard Project Agreements (SPAs), substantially in the form of Attachment 2, with the Northern Virginia Transportation Commission (NVTC), totaling $12,860,322, for the Fiscal Year (FY) 2027-2028 I-66 Communter Choice Program.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT, or designee, to execute the SPAs with NVTC, substantially in the form of Attachment 2, along with any subsequent amendments, for the funding and implementation of the following Commuter Choice Program projects (in the amounts shown below):

- Route 598: Reston to the Pentagon Express Service (Continuation): $2,600,000
- Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation): $4,200,000
- Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation): $1,700,000
- Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service (Continuation): $4,700,000

TIMING:
Board approval is requested on November 17, 2026, so that NVTC can begin distributing funding and these routes can continue to operate and provide service to the region.

BACKGROUND:
In January 2017, the Commonwealth Transportation Board (CTB), the Virginia Department of Transportation (VDOT), and NVTC signed a Memorandum of Agreement (MOA) Transform66: Inside the Beltway Project to initiate a multimodal transportation program, which was called the Commuter Choice Program. The Commuter Choice

Program was designed to enhance Transform 66, the reconstruction and widening project for the I-66 corridor, by funding and implementing solutions that facilitate the movement of people in the corridor. This program uses toll revenues collected from automobiles traveling on I-66 inside the I-495 Beltway to support mobility projects reasonably expected to benefit the toll payers. Tolls are collected in the peak direction during the morning and evening peak periods.

The MOA states that NVTC will use toll revenues to support the financing of approved projects. To accomplish this, NVTC developed SPAs, in consultation with the respective localities and public transportation providers, to govern the terms of the toll revenue transfers and ensure that the requirements of the MOA are met. The County and NVTC must approve an SPA for each project that receives funding before distributions can occur.

In October 2025, NVTC issued its Call for Projects for Round Six of the Commuter Choice Program (FY 2027 – 2028). In December 2025, the Board approved a resolution authorizing FCDOT to apply for I-66 Commuter Choice funding for Fiscal Years (FY) 2027-2028 to support multi-modal projects that will increase travel options for commuters on I-66 inside of the Capital Beltway. At staff's recommendation, the Board endorsed the following County project submissions (and amounts) for NVTC's I-66 Commuter Choice Program:

- New bus service from Tysons Metrorail-Franconia Springfield Metrorail and VRE Station (Route 400X) - $4,400,000
- Continuation of bus service from Reston to the Pentagon Express Service (Route 598) - $2,600,000
- Continuation of bus service from Stringfellow Road Park-and-Ride to L'Enfant Plaza, (Route 697) - $4,200,000
- Continuation of operating funds for bus service from the Stringfellow Road Park-and-Ride to the Pentagon Express Service (Route 698) - $1,700,000
- Continuation of operating funds and capital funds for bus service from the Monument Drive Park-and-Ride to Downtown Washington, D.C Express Service (Route 699) - $4,700,000

While the new bus service request was not approved, the four bus service continuation projects were approved for funding by NVTC on May 7, 2026, and submitted to the Commonwealth Transportation Board (CTB) for consideration. On June 16, 2026, the CTB approved the FY 2027-2033 Six-Year Improvement Program, inclusive of NVTC's I-66 Commuter Choice FY 2027-2028 Program of Projects and the County's four bus service continuation projects. This Board Item is needed because the Commuter Choice grant awards require an agreement execution resolution from the local governing body.

EQUITY IMPACT:
The use of grant funds to support transit operating assistance should have a neutral or positive impact on equity. Fairfax County is required by statute to meet the requirements of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in federally funded programs, including public transportation. A detailed Title VI analysis of the transit system, including the routes proposed here, is completed every three years to ensure that transit services are provided equitably throughout the County. This grant funding operating assistance is in alignment with the One Fairfax Policy, as it helps allow for a multi-modal transportation system supporting economic growth, health, and congestion mitigation, and it also helps provide accessible mobility solutions for all transportation users in Fairfax County.

FISCAL IMPACT:
The County has been awarded I-66 Inside the Beltway toll revenues in the amount of $12.9 million through Round Six of the FY 2027 – 2028 I-66 Commuter Choice Program for continued support of multimodal projects throughout the corridor. Funding required to operate Routes 598, 697, 698, and 699 in FY 2027 has been included in Fund 40000, County Transit Systems, as part of the FY 2027 Adopted Budget Plan and funds to operate these routes in FY 2028 will be included in the FY 2028 Advertised Budget Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Resolution for the Execution of Agreements for the Distribution of I-66 Inside the Beltway Revenues
Attachment 2: Standard Project Agreements for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Planning Section Chief, Transit Services Division, FCDOT
Brent Riddle, Chief, Coordination Section, FCDOT
Dharm Guruswamy, Transportation Planner, FCDOT

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

Attachment 1
REVISED

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AGREEMENTS FOR THE
DISTRIBUTION OF I-66 INSIDE THE BELTWAY TOLL REVENUES

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, ~~October 27~~ November 17, 2026, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, on December 9, 2025, the Board of Supervisors of Fairfax County approved a resolution endorsing multi-modal transportation projects and allowing for their submittal to request funding from the FY2027-2028 I-66 Commuter Choice program; and

WHEREAS, on June 16, 2026, the Commonwealth Transportation Board (CTB) approved the projects in the I-66 Commuter Choice program; and

WHEREAS, the Northern Virginia Transportation Commission (NVTC) developed a Standard Project Agreement (SPA) to govern the terms of the toll revenue transfers and ensure that the requirements of the Memorandum of Agreement (MOA) Transform66: Inside the Beltway Project are met; and

WHEREAS, the SPAs for these projects must be executed by the County and NVTC before distribution(s) of toll revenues can occur.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation, or designee, to execute, on behalf of the County of Fairfax, the following four Standard Project Agreements, along with any subsequent amendments, for distribution of I-66 toll revenues (in the amounts shown below):

- Route 598: Reston to the Pentagon Express Service (Continuation): $2,600,000
- Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation): $4,200,000
- Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation): $1,700,000
- Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service (Continuation): $4,700,000

ADOPTED this 17th day of November, 2026

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

Between the Northern Virginia Transportation Commission and

Fairfax County

NVTC Project Number: 059-64-27

NVTC Project Name: Route 598: Reston to the Pentagon Express Service (Continuation)

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration ("this Agreement") is made and executed in duplicate on _____ by and between the Northern Virginia Transportation Commission ("NVTC") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project ("MOA"), as most recently amended on May 19, 2021, with the Commonwealth Transportation Board ("CTB"), and the Virginia Department of Transportation ("VDOT"), and the Virginia Department of Rail and Public Transportation ("DRPT"), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities ("Components" as used in the MOA and, for purposes of this Agreement, "Projects") in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the "Beltway") and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the "Facility") which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB's tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire's payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as "Toll Revenue") for the implementation of Projects selected by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Recipient Entity shall:

l. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and

conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, Recipient Entity may only pursue reimbursement of eligible Project expenses from ATI funds that have been allocated to the Project to date by the CTB. Recipient Entity is not entitled to the anticipated additional ATI funds unless and until they are allocated to the Project by the CTB. Each allocation of ATI funds carries its own requirement that the Recipient obligate the ATI funds to the cost of the Project within two (2) fiscal years and expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds were

allocated by the CTB unless an extension has been approved by the Commissions and the CTB. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance the Project prior to the CTB allocating anticipated funding, and from later, once the CTB has allocated the anticipated funds, requesting reimbursement from NVTC for having advance funded the Project.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within forty-five (45) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a

certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.

11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.

12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.

13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright

infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.

20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.

21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

l. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.

2. If the Project is anticipated to receive additional NVTC Toll Revenue in a future funding round as reflected in Appendix B to this Agreement, include the funds as an off-the-top deduction within the proposed funding allocations for the indicated fiscal year that are advanced for the Commission's and CTB's adoption and approval, subject to the availability of NVTC Toll Revenue to support the award and provided that the Recipient Entity continues to advance Project implementation in a manner consistent with this Agreement.

3. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

4. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within forty-five (45) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under

no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

5. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

6. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.

7. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

8. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

9. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.

2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.

3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all

unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: Fairfax County Department of Transportation,
to the attention of Gregg Steverson, Director
4050 Legato Road, Suite 400
Fairfax, VA 22033

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Commission

By: _____
Katherine A. Mattice
NVTC Executive Director

Date: _____

Fairfax County

By: _____

_____ (Print Name)
_____ (Title)

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-64-27

Project Title: Route 598: Reston to the Pentagon Express Service (Continuation)

Recipient Entity: Fairfax County

Toll Revenue Funds: $2,514,209

Project Description
This project funds the continued operation of Fairfax Connector Route 598, an express bus service operating between the Reston South and Reston North Park and Ride Lots, the Pentagon and Crystal City. Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 172 persons.

Performance Measures and Reporting
Performance Measures Report morning peak-period and daily ridership for the Commuter Choice funded trips on the route. **Collection Period** Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the weekday average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period. **Reporting** Report data to NVTC in a technical memorandum outlining the following: 1. Data collection methodology 2. Data collection dates 3. Results – data 4. Notes (if necessary) Reports are due each July 1 or as otherwise identified by NVTC. Submit reports by email to commuterchoice@novatransit.org.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Route 598: Reston to the Pentagon Express Service (Continuation)	Project Number:	059-64-27
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Brent Riddle		
Email	michael.riddle@fairfaxcounty.gov		
Phone	703-877-5659		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)				
Construction (CN)				
Capital Asset Acquisition				
Other-Marketing	60,000	60,000		
Transit Service	2,583,378	2,454,209	129,169	Fare revenue
Other Operations				
Total	$ 2,643,378	$ 2,514,209	$ 129,169	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2027
Study	$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	
Capital Asset Acquisition	
Other-Marketing	60,000
Transit Service	2,454,209
Other Operations	-
Total	$ 2,514,209

TABLE B-3 QUARTERLY PROJECT CASH FLOW *FOR NVTC TOLL REVENUE FUNDS ONLY*

Quarter	FY2027	FY2028	FY2029	FY2030	FY2031
1st, September 30th	$ 314,276	$ 314,276			
2nd, December 31st	$ 314,276	$ 314,276			
3rd, March 31st	$ 314,276	$ 314,276			
4th, June 30th	$ 314,276	$ 314,277			
Total	**$ 1,257,104**	**$ 1,257,105**	**$ -**	**$ -**	**$ -**

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity	**Northern Virginia Transportation Commission**	
_____		
Signature	Signature	Signature
_____	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
_____		
Date	Date	Date
_____		
Print name of person signing		

Revised 2026-07-01

Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

Between the Northern Virginia Transportation Commission and

Fairfax County

NVTC Project Number: 059-63-27

NVTC Project Name: Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation)

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration ("this Agreement") is made and executed in duplicate on _____ by and between the Northern Virginia Transportation Commission ("NVTC") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project ("MOA"), as most recently amended on May 19, 2021, with the Commonwealth Transportation Board ("CTB"), and the Virginia Department of Transportation ("VDOT"), and the Virginia Department of Rail and Public Transportation ("DRPT"), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities ("Components" as used in the MOA and, for purposes of this Agreement, "Projects") in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the "Beltway") and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the "Facility") which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB's tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire's payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as "Toll Revenue") for the implementation of Projects selected by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Recipient Entity shall:

l. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and

conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, Recipient Entity may only pursue reimbursement of eligible Project expenses from ATI funds that have been allocated to the Project to date by the CTB. Recipient Entity is not entitled to the anticipated additional ATI funds unless and until they are allocated to the Project by the CTB. Each allocation of ATI funds carries its own requirement that the Recipient obligate the ATI funds to the cost of the Project within two (2) fiscal years and expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds were

allocated by the CTB unless an extension has been approved by the Commissions and the CTB. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance the Project prior to the CTB allocating anticipated funding, and from later, once the CTB has allocated the anticipated funds, requesting reimbursement from NVTC for having advance funded the Project.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within forty-five (45) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a

certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.

11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.

12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.

13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright

infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.

20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.

21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

l. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.

2. If the Project is anticipated to receive additional NVTC Toll Revenue in a future funding round as reflected in Appendix B to this Agreement, include the funds as an off-the-top deduction within the proposed funding allocations for the indicated fiscal year that are advanced for the Commission's and CTB's adoption and approval, subject to the availability of NVTC Toll Revenue to support the award and provided that the Recipient Entity continues to advance Project implementation in a manner consistent with this Agreement.

3. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

4. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within forty-five (45) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under

no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

5. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

6. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.

7. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

8. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

9. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.

2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.

3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all

unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: Fairfax County Department of Transportation,
to the attention of Gregg Steverson, Director
4050 Legato Road, Suite 400
Fairfax, VA 22033

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Commission

By: _____
Katherine A. Mattice
NVTC Executive Director

Date: _____

Fairfax County

By: _____

_____ (Print Name)
_____ (Title)

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-63-27

Project Title: Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation)

Recipient Entity: Fairfax County

Toll Revenue Funds: $4,072,453

Project Description
This project funds the continued operation of Fairfax Connector Route 697, an express bus service operating between the Stringfellow Road Park and Ride Lot and L'Enfant Plaza in Washington D.C. This funding provides for three new morning and four new afternoon trips as well as the purchase of a new hybrid bus to support enhanced service. Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 254 persons.

Performance Measures and Reporting
Performance Measures Report morning peak-period and daily ridership for the Commuter Choice funded trips on the route. **Collection Period** Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the weekday average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period. **Reporting** Report data to NVTC in a technical memorandum outlining the following: 1. Data collection methodology 2. Data collection dates 3. Results – data 4. Notes (if necessary) Reports are due each July 1 or as otherwise identified by NVTC. Submit reports by email to commuterchoice@novatransit.org.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation)	Project Number:	059-63-27
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Brent Riddle		
Email	michael.riddle@fairfaxcounty.gov		
Phone	703-877-5659		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		*Source of Other Funds*
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)				
Construction (CN)				
Capital Asset Acquisition	1,200,000	1,200,000		
Other-Marketing	60,000	60,000		
Transit Service	2,960,476	2,812,453	148,023	Fare revenue
Other Operations				
Total	$ 4,220,476	$ 4,072,453	$ 148,023	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2027
Study	$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	
Capital Asset Acquisition	1,200,000
Other-Marketing	60,000
Transit Service	2,812,453
Other Operations	-
Total	$ 4,072,453

TABLE B-3 QUARTERLY PROJECT CASH FLOW *FOR NVTC TOLL REVENUE FUNDS ONLY*

Quarter	FY2027	FY2028	FY2029	FY2030	FY2031
1st, September 30th	$ 1,559,057	$ 359,057			
2nd, December 31st	$ 359,057	$ 359,056			
3rd, March 31st	$ 359,057	$ 359,056			
4th, June 30th	$ 359,057	$ 359,056			
Total	**$ 2,636,228**	**$ 1,436,225**	**$ -**	**$ -**	**$ -**

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity	**Northern Virginia Transportation Commission**	
_____		
Signature	Signature	Signature
_____	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
_____		
Date	Date	Date
_____		
Print name of person signing		

Revised 2026-07-01

Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

Between the Northern Virginia Transportation Commission and

Fairfax County

NVTC Project Number: 059-62-27

NVTC Project Name: Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation)

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration ("this Agreement") is made and executed in duplicate on _____ _____ by and between the Northern Virginia Transportation Commission ("NVTC") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project ("MOA"), as most recently amended on May 19, 2021, with the Commonwealth Transportation Board ("CTB"), and the Virginia Department of Transportation ("VDOT"), and the Virginia Department of Rail and Public Transportation ("DRPT"), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities ("Components" as used in the MOA and, for purposes of this Agreement, "Projects") in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the "Beltway") and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the "Facility") which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB's tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire's payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as "Toll Revenue") for the implementation of Projects selected by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Recipient Entity shall:

l. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and

conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, Recipient Entity may only pursue reimbursement of eligible Project expenses from ATI funds that have been allocated to the Project to date by the CTB. Recipient Entity is not entitled to the anticipated additional ATI funds unless and until they are allocated to the Project by the CTB. Each allocation of ATI funds carries its own requirement that the Recipient obligate the ATI funds to the cost of the Project within two (2) fiscal years and expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds were

allocated by the CTB unless an extension has been approved by the Commissions and the CTB. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance the Project prior to the CTB allocating anticipated funding, and from later, once the CTB has allocated the anticipated funds, requesting reimbursement from NVTC for having advance funded the Project.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within forty-five (45) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a

certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.

11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.

12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.

13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright

infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.

20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.

21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

l. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.

2. If the Project is anticipated to receive additional NVTC Toll Revenue in a future funding round as reflected in Appendix B to this Agreement, include the funds as an off-the-top deduction within the proposed funding allocations for the indicated fiscal year that are advanced for the Commission's and CTB's adoption and approval, subject to the availability of NVTC Toll Revenue to support the award and provided that the Recipient Entity continues to advance Project implementation in a manner consistent with this Agreement.

3. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

4. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within forty-five (45) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under

no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

5. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

6. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.

7. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

8. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

9. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.

2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.

3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all

unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: Fairfax County Department of Transportation,
to the attention of Gregg Steverson, Director
4050 Legato Road, Suite 400
Fairfax, VA 22033

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Commission

By: _____
Katherine A. Mattice
NVTC Executive Director

Date: _____

Fairfax County

By: _____

_____ (Print Name)
_____ (Title)

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-62-27

Project Title: Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation)

Recipient Entity: Fairfax County

Toll Revenue Funds: $1,684,916

Project Description
This project would fund the continued operation of Fairfax Connector Route 698, an express bus service operating between Stringfellow Road Park and Ride Lot, Vienna Metro Station and the Pentagon. Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 297 persons.

Performance Measures and Reporting

Performance Measures
Report morning peak-period and daily ridership for the Commuter Choice funded trips on the route. DRPT funded trips on the route should be excluded from the totals.

Collection Period
Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the weekday average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period.

Reporting
Report data to NVTC in a technical memorandum outlining the following:

1. Data collection methodology
2. Data collection dates
3. Results – data
4. Notes (if necessary)

Reports are due each July 1 or as otherwise identified by NVTC. Submit reports by email to commuterchoice@novatransit.org.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation)	Project Number:	059-62-27
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Brent Riddle		
Email	michael.riddle@fairfaxcounty.gov		
Phone	703-877-5659		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)				
Construction (CN)				
Capital Asset Acquisition				
Other-Marketing	60,000	60,000		
Transit Service	1,710,438	1,624,916	85,522	Fare revenue
Other Operations				
Total	$ 1,770,438	$ 1,684,916	$ 85,522	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2027
Study	$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	
Capital Asset Acquisition	
Other-Marketing	60,000
Transit Service	1,624,916
Other Operations	-
Total	$ 1,684,916

TABLE B-3 QUARTERLY PROJECT CASH FLOW *FOR NVTC TOLL REVENUE FUNDS ONLY*

Quarter	FY2027	FY2028	FY2029	FY2030	FY2031
1st, September 30th	$ 210,615	$ 210,614			
2nd, December 31st	$ 210,615	$ 210,614			
3rd, March 31st	$ 210,615	$ 210,614			
4th, June 30th	$ 210,615	$ 210,614			
Total	**$ 842,460**	**$ 842,456**	**$ -**	**$ -**	**$ -**

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity	**Northern Virginia Transportation Commission**	
_____		
Signature	Signature	Signature
_____	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
_____		
Date	Date	Date
_____		
Print name of person signing		

Revised 2026-07-01

Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration

Between the Northern Virginia Transportation Commission and

Fairfax County

NVTC Project Number: 059-61-27

NVTC Project Name: Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service (Continuation)

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration ("this Agreement") is made and executed in duplicate on _____ _____ by and between the Northern Virginia Transportation Commission ("NVTC") and Fairfax County ("Recipient Entity").

WITNESSETH

WHEREAS, NVTC is a political subdivision of the Commonwealth of Virginia created by the General Assembly in accordance with the Transportation District Act of 1964, §§ 33.2-1900 et seq. of the Code of Virginia, 1950, as amended, and is authorized to enter into this Agreement by the provisions of § 33.2-1915 and 1919 of the Code of Virginia, 1950, as amended;

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project ("MOA"), as most recently amended on May 19, 2021, with the Commonwealth Transportation Board ("CTB"), and the Virginia Department of Transportation ("VDOT"), and the Virginia Department of Rail and Public Transportation ("DRPT"), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities ("Components" as used in the MOA and, for purposes of this Agreement, "Projects") in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the "Beltway") and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the "Facility") which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB's tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire's payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as "Toll Revenue") for the implementation of Projects selected by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, based on information provided by Recipient Entity in response to NVTC's call for Projects, NVTC has determined the Project set forth and described on Appendix A to this Agreement satisfies the requirements of Section II.B.1 of the MOA, and the provisions of § 33.2-309 of the Code of Virginia, 1950, as amended, and the CTB has approved use of Toll Revenue to fund such Project;

WHEREAS, the Toll Revenue to be provided by NVTC described in Appendix B have been duly authorized and directed by Recipient Entity to finance the Project, and the Recipient Entity is authorized to enter into this Agreement and has authorized execution of it on its behalf;

WHEREAS, NVTC agrees that Recipient Entity will, itself or through its contractors or agents, design, construct, acquire and/or operate the Project or perform such other specific work for the Project and Recipient Entity agrees that it will perform or have performed, such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Recipient Entity's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Recipient Entity shall:

l. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and

conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.

3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.

4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, Recipient Entity may only pursue reimbursement of eligible Project expenses from ATI funds that have been allocated to the Project to date by the CTB. Recipient Entity is not entitled to the anticipated additional ATI funds unless and until they are allocated to the Project by the CTB. Each allocation of ATI funds carries its own requirement that the Recipient obligate the ATI funds to the cost of the Project within two (2) fiscal years and expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds were

allocated by the CTB unless an extension has been approved by the Commissions and the CTB. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance the Project prior to the CTB allocating anticipated funding, and from later, once the CTB has allocated the anticipated funds, requesting reimbursement from NVTC for having advance funded the Project.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.

7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within forty-five (45) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.

8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a

certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.

11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.

12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.

13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.

14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright

infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.

16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.

18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.

20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.

21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.

23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.

24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

l. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.

2. If the Project is anticipated to receive additional NVTC Toll Revenue in a future funding round as reflected in Appendix B to this Agreement, include the funds as an off-the-top deduction within the proposed funding allocations for the indicated fiscal year that are advanced for the Commission's and CTB's adoption and approval, subject to the availability of NVTC Toll Revenue to support the award and provided that the Recipient Entity continues to advance Project implementation in a manner consistent with this Agreement.

3. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

4. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within forty-five (45) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under

no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

5. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

6. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.

7. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

8. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.

9. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.

2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.

3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all

unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all Toll Revenues provided by NVTC pursuant to the MOA are subject to appropriation by the Virginia General Assembly, allocation by the CTB and distribution by VDOT. The parties further acknowledge that NVTC's obligations under this Agreement are subject to such funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTC, to the attention of its Executive Director;
2300 Wilson Blvd., Suite 230
Arlington, VA 22201

2) to: Fairfax County Department of Transportation,
to the attention of Gregg Steverson, Director
4050 Legato Road, Suite 400
Fairfax, VA 22033

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Recipient Entity represents that it is not acting as a partner or agent of NVTC; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

The provisions of this Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Commission

By: _____
Katherine A. Mattice
NVTC Executive Director

Date: _____

Fairfax County

By: _____

_____ (Print Name)
_____ (Title)

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-61-27

Project Title: Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service (Continuation)

Recipient Entity: Fairfax County

Toll Revenue Funds: $4,588,744

Project Description
This project funds the continued operation of Fairfax Connector Route 699, an express bus service operating between the Monument Drive Transit Center and downtown Washington D.C. This funding provides for three new morning and afternoon trips, the purchase of a new hybrid bus to support enhanced service and expansion of the route to serve the Farragut West Metro station. Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 279 persons.

Performance Measures and Reporting

Performance Measures
Report morning peak-period and daily ridership for the route.

Collection Period
Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the weekday average should be calculated from Tuesdays, Wednesdays, and Thursdays during the period.

Reporting
Report data to NVTC in a technical memorandum outlining the following:

1. Data collection methodology
2. Data collection dates
3. Results – data
4. Notes (if necessary)

Reports are due each July 1 or as otherwise identified by NVTC. Submit reports by email to commuterchoice@novatransit.org.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service	Project Number:	059-61-27
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Brent Riddle		
Email	michael.riddle@fairfaxcounty.gov		
Phone	703-877-5659		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	*Source of Other Funds*
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)				
Construction (CN)				
Capital Asset Acquisition	1,200,000	1,200,000		
Other-Marketing	60,000	60,000		
Transit Service	3,503,941	3,328,744	175,197	Fare revenue
Other Operations				
Total	$ 4,763,941	$ 4,588,744	$ 175,197	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2027
Study	$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	
Capital Asset Acquisition	1,200,000
Other-Marketing	60,000
Transit Service	3,328,744
Other Operations	-
Total	$ 4,588,744

TABLE B-3 QUARTERLY PROJECT CASH FLOW *FOR NVTC TOLL REVENUE FUNDS ONLY*

Quarter	FY2027	FY2028	FY2029	FY2030	FY2031
1st, September 30th	$ 1,623,593	$ 423,593			
2nd, December 31st	$ 423,593	$ 423,593			
3rd, March 31st	$ 423,593	$ 423,593			
4th, June 30th	$ 423,593	$ 423,593			
Total	**$ 2,894,372**	**$ 1,694,372**	**$ -**	**$ -**	**$ -**

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity	**Northern Virginia Transportation Commission**	
_____		
Signature	Signature	Signature
_____	NVTC Executive Director	NVTC Director of Finance and Administration
Title	Title	Title
_____		
Date	Date	Date
_____		
Print name of person signing		

Revised 2026-07-01

Board Agenda Item
November 17, 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. *Shaun Devon Jenkins v. Fairfax County, Virginia, and Fairfax County Police Department,* Case No. 1:26-cv-668 (E.D.Va.)

2. *Diamani Bacon v. County of Fairfax,* Case No. CL-2026-0003554 (Fx. Co. Cir. Ct.)

3. *Jonathan Love v. Iman Jennings, and Fairfax County, Virginia,* Case No. CL-2026-0000041 (Fx. Co. Cir. Ct.)

4. *Jung Ai Kim v. Martha Byars,* Case No. GV26-05998 (Fx. Co. Gen. Dist. Ct.)

5. *Jay Riat, Building Official for Fairfax County, Virginia v. Santa L. Centellas, Wilson Centellas, and Luz S. Centellas,* Case No. GV26-12599 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

6. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Maria Antonia Quintanilla Grande,* Case No. CL-2025-0016576 (Fx. Co. Cir. Ct.) (Franconia District)

7. *Jay Riat, Building Official for Fairfax County, Virginia v. Anthony V. Lada,* Case No. CL-2026-0012623 (Fx. Co. Cir. Ct.) (Franconia District)

8. *Andrew B. Hushour, Fairfax County Zoning Administrator, and Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Robert F. Payne a/k/a Robert Franklin Payne a/k/a Robert Frank Payne,* Case No. CL-2026-0016704 (Fx. Co. Cir. Ct.) (Franconia District)

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Hometown Audubon, LLC., Lucio Grijalva Hernandez, and Jose Grijalva,* Case No. CL-2026-0017080 (Fx. Co. Cir. Ct.) (Franconia District)

10. *Andrew B. Hushour, Fairfax Couty Zoning Administrator v. The Katherine Brown Living Trust,* Case No. GV26-15348 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

11. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Phillip Q. Le, and Noelle Thanh Nguyen,* Case No. CL-2026-0000670 (Fx. Co. Cir. Ct.) (Mason District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. Marcelino Victor Arias,* Case No. CL-2026-0001694 (Fx. Co. Cir. Ct.) (Mason District)

13. *Jay Riat, Building Official for Fairfax County, Virginia v. Yamil D. Rocha Belmonte,* Case No. CL-2026-0006063 (Fx. Co. Cir. Ct.) (Mason District)

14. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Elaine Eckert, Successor Trustee of the Eckert Family Trust,* Case No. CL-2026-0011113 (Fx. Co. Cir. Ct.) (Mason District)

15. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Jeannine J. Dietz,* Case No. CL-2026-0016149 (Fx. Co. Cir. Ct.) (Mason District)

16. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Phu Bui,* Case No. CL-2026-0016946 (Fx. Co. Cir. Ct.) (Mason District)

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Elias A. Gutierrez, and Blanca Gutierrez,* Case No. CL-2026-0017078 (Fx. Co. Cir. Ct.) (Mason District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Shafiqul Islam, and Salina Khatun,* Case No. GV26-32775 (Fx. Co. Gen. Dist. Ct.) (Mason District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert L. Harris, and Romantic Relaxing Spa, Inc.,* Case No. GV26-09972 (Fx. Co. Gen. Dist. Ct.) (Mason District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Jamal Shajaiah.,* Case No. GV26-16613 (Fx. Co. Gen. Dist. Ct.) (Mason District)

21. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Purita B. Gonzales, and Manuel F. Gonzales, Trustee of the Purita B. Gonzales Revocable Trust,* Case No. GV26-19421 (Fx. Co. Gen. Dist. Ct.) (Mason District)

22. *Jay Riat, Building Official for Fairfax County, Virginia v. Sara Gerbremichael Kinfe a/k/a Sara Gerbremichael Solomon, and Daniel Legese Asfaw a/k/a Daniel Beyene Solomon,* Case No. CL-2026-0008153 (Fx. Co. Cir. Ct.) (Mount Vernon District)

23. *Jay Riat, Building Official for Fairfax County, Virginia v. V-NBC, LLC, and Atlantic Seafood International Group, Inc.,* Case No. CL-2026-0016703 (Fx. Co. Cir. Ct.) (Mount Vernon District)

24. *Jay Riat, Building Official for Fairfax County, Virginia v. V-NBC, LLC., and JDL Ventures, Inc.,* Case No. CL-2026-0016706 (Fx. Co. Cir. Ct.) (Mount Vernon District)

25. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert Zaman,* Case No. GV26-03104 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

26. *Jay Riat, Building Official for Fairfax County, Virginia v. Sarad Bhandari, and Deepa Sharma*, Case No. GV26-03551 (Fx. Co. Gen. Dist. Ct.) (Providence District)

27. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Asrat Betew Lule,* Case No. CL-2021-00011872 (Fx. Co. Cir. Ct.) (Sully District)

28. *Andrew B. Hushour, Fairfax County Zoning Administrator, and Jay Riat, Building Official for Fairfax County, Virginia v. PMG Northern Virginia, LLC., and T&N Chantilly Shell, LLC.,* Case No. CL-2026-0011064 (Fx. Co. Cir. Ct.) (Sully District)

29. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Ivy M. Lindsay,* Case No. CL-2026-0016007 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-PR-00004 (Tysons A, LLC) to Rezone from C-4 and SC to PTC and SC to Permit Two-Multifamily Residential Buildings at a 7.47 Floor Area Ratio and Consider the Conceptual Development Plan, Located on Approximately 2.39 Acres of Land (Providence District)

This property is located in the S.E. of the intersection of Greensboro Dr. and Solutions Dr. Tax Map 29-3 ((15)) 11A2.

PLANNING COMMISSION RECOMMENDATION:
On October 21, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following:

- RZ-2025-PR-00004 and the associated conceptual development plan, subject to the execution of proffers consistent with those dated October 19, 2026;
- Adoption of the proposed ordinance amending the Zoning Ordinance and reflecting approval of these applications; and
- Modification of subsection 2105.6.B(1) of the Zoning Ordinance for the 10 acre minimum district size in the PTC District to permit a minimum district size of 2.39 acres.

In a related action, the Planning Commission voted 12-0 to approve FDP-2025-PR-00004.

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
November 17, 2026

3:30 p.m.

Public Hearing on PCA-2011-PR-011-005/CDPA-2011-PR-011-002 (RZPA-2025-PR-00058) (Cityline Partners LLC and Galerie Development, LLC) to Amend the Proffers and Conceptual Development Plan, to Permit a Continuing Care Facility with Retail/Services and Associated Modifications to Proffers and Site Design at a 3.88 Floor Area Ratio, Located on Approximately 5.01 Acres of Land Zoned PTC and HC (Providence District)

This property is located in the W. of Colshire Dr. and S. of Chain Bridge Rd. Tax Map 30-3 ((28)) C3.

PLANNING COMMISSION RECOMMENDATION:
On October 21, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following:

- PCA-2011-PR-011-005 and CDPA-2011-PR-011-002, subject to the execution of proffers consistent with those dated October 5, 2026;
- Adoption of the proposed ordinance amending the Zoning Ordinance, reflecting approval of these applications;
- Modification of subsection 5100.2.C(5) of the Zoning Ordinance to allow a parapet wall, cornice, or similar projection to exceed the height limit established by more than three (3) feet to that shown on the CDPA/FDPA; and
- Modification of subsection 5100.2.D(4)(c) of the Zoning Ordinance to allow buildings/structures to be constructed to the streetscape building zone line on corner lots on public streets and lots with private street easements that may create a corner lot configuration as defined in the ordinance.

In a related action, the Planning Commission voted 12-0 to approve FDPA-2011-PR-011-03-002.

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

Board Agenda Item
November 17, 2026

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)
Sunny Yang, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on RZ-2023-SU-00007 (K. Hovnanian at Lincoln Park, LLC) to Rezone from I-5 and WS to PDH-20 and WS to Permit Residential Uses with an Overall Density of 18.97 Dwelling Units per Acre (DU/AC) (Inclusive of Bonus Density for Affordable Housing) and Consider the Conceptual Development Plan, Located on Approximately 10.08 Acres of Land (Sully District) (Concurrent with PCA-75-2-016-04 (RZPA-2023-SU-00037), PCA-75-2-016-05 and RZ-2025-SU-00024)

and

Public Hearing on PCA-75-2-016-04 (RZPA-2023-SU-00037) (K. Hovnanian at Lincoln Park, LLC) to Amend the Proffers for RZ-75-2-016 to Permit Deletion of Land Area, Located on Approximately 10.08 Acres of Land Zoned I-5 and WS (Sully District) (Concurrent with RZ-2023-SU-00007, PCA-75-2-016-05 and RZ-2025-SU-00024)

and

Public Hearing on RZ-2025-SU-00024 (K. Hovnanian at Lincoln Park, LLC) to Rezone from I-5 and WS to PDH-20 and WS to Permit Residential Uses with an Overall Density of 17.23 Dwelling Units per Acre (DU/AC) (Inclusive of Bonus Density for Affordable Housing) and Consider the Conceptual Development Plan, Located on Approximately 5.45 Acres of Land (Sully District) (Concurrent with PCA-75-2-016-05, PCA-75-2-016-04 (RZPA-2023-SU-00037) and RZ-2023-SU-00007)

and

Public Hearing on PCA-75-2-016-05 (K. Hovnanian at Lincoln Park, LLC) to Amend the Proffers for RZ-75-2-016 to Permit Deletion of Land Area, Located on Approximately 5.45 Acres of Land Zoned I-5 and WS (Sully District) (Concurrent with RZ-2025-SU-00024, PCA-75-2-016-04 (RZPA-2023-SU-00037) and RZ-2023-SU-00007)

This property is located on the W. side of Centreville Rd., S. side of EDS Dr., E. of Air and Space Museum Pkwy. Tax Map 24-4 ((1)) 6E and 6F.

This property is located on the W. side of Centreville Rd., S. side of EDS Dr., E. of Air and Space Museum Pkwy. Tax Map 24-4 ((1)) 6E and 6F.

This property is located E. of EDS Dr., generally S. of McLearen Rd. and W. of Centreville Rd. Tax Map 24-4 ((1)) 6D3.

Board Agenda Item
November 17, 2026

This property is located E. of EDS Dr., generally S. of McLearen Rd. and W. of Centreville Rd. Tax Map 24-4 ((1)) 6D3.

PLANNING COMMISSION RECOMMENDATION:
On October 14, 2026, the Planning Commission voted 9-0-1 (Commissioners Clarke and James Thomas were absent from the meeting. Commissioner Batchelor-Causey abstained from the vote) to recommend to the Board of Supervisors approval of the following applications and adoption of the proposed ordinances amending the Zoning Ordinance and reflecting approval of these applications:

- PCA-75-2-016-04;
- PCA-75-2-016-05;
- RZ-2023-SU-00007 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated September 29, 2026;
- RZ-2025-SU-00024 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated September 29, 2026;
- Waiver of subsection 2105.5.B(2) requiring a minimum 200 square foot yard for each townhome unit;
- Modification of subsection 5107.3.A(2) to permit private streets not less than 22 feet in width from 24 feet in width; and
- Waiver of subsection 5107.3.A(3) to permit private streets greater than 600 feet in length, as shown on the CDP/FDP.

In a related action, the Planning Commission voted 9-0-1 (Commissioners Clarke and James Thomas were absent from the meeting. Commissioner Batchelor-Causey abstained from the vote) to approve FDP-2023-SU-00007 and FDP-2025-SU-00024.

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

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

Board Agenda Item
November 17, 2026

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

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on SE-2025-DR-00005 (CVP Operations VA LLC) to Permit a Kennel and Veterinary Hospital with Outdoor Components, Located on Approximately 1.69 Acres of Land Zoned C-8 and R-1 (Dranesville District)

This property is located in the Dranesville District. Tax Map 6-4 ((1)) 80.

PLANNING COMMISSION RECOMMENDATION:
On September 30, 2026, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of the following actions:

- SE-2025-DR-00005, subject to the proposed development conditions dated September 28, 2026;
- Increase in fence height in the front yard to that shown on the SE Plat; and
- Modification of the transitional screening and barrier requirements along the eastern property line in favor of that 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)
Savannah Murray, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on SE-2026-SU-00012 (Love Hand Home Health, Inc.) to Permit Adult Day Care Center, Located on Approximately 3.25 Acres of Land Zoned I-5, WS and AN (Sully District)

This property is located in the Sully District. Tax Map 34-4 ((13)) 2.

PLANNING COMMISSION RECOMMENDATION:
On October 21, 2026, the Planning Commission voted 12-0 to defer the public hearing for SE-2026-SU-00012 to November 4, 2026.

On November 4, 2026, the Planning Commission voted 10-0 (Commissioners Clarke and Landgraf were absent from the meeting) to recommend to the Board of Supervisors approval of SE-2026-SU-00012, subject to the development conditions dated November 4, 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)
Ciarra Downing, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on RZ-2025-HM-00002 (EYA Development LLC) to Rezone from I-3 and I-4 to PRM to Permit Residential Mixed Use with an Overall Floor Area Ratio (FAR) of 0.93 (Inclusive of Bonus Intensity for Affordable Housing) and Consider the Conceptual Development Plan, Located on Approximately 49.37 Acres of Land (Hunter Mill District) (Concurrent with PCA-79-C-090-03 and PCA-77-C-019-03 (RZPA-2025-HM-00010))

and

Public Hearing on PCA-79-C-090-03 (EYA Development LLC) to Amend RZ-79-C-090 to Delete Land Area, Located on Approximately 18.41 Acres of Land Zoned I-3 and I-4 (Hunter Mill District) (Concurrent with RZ-2025-HM-00002 and PCA-77-C-019-03 (RZPA-2025-HM-00010))

and

Public Hearing on PCA-77-C-019-03 (RZPA-2025-HM-00010) (EYA Development LLC) to Amend RZ-77-C-019 to Delete Land Area, Located on Approximately 23.39 Acres of Land Zoned I-3 and I-4 (Hunter Mill District) (Concurrent with RZ-2025-HM-00002 and PCA-79-C-090-03)

This property is located along Business Center Dr. and Wildlife Center Dr. Tax Map 18-3 ((8)) 1, 2, 4A, 5A1, 7A, 8, 18B, F and G; 18-3 ((1)) 12B.

This property is located in the Hunter Mill District. Tax Map 18-3 ((8)) 1 (pt.), 2 (pt.), 7A (pt.), 8, F and G (pt.).

This property is located in the Hunter Mill District. Tax Map 18-3 ((1)) 12 B; 18-3 ((8)) 1 (pt.), 2 (pt.), 4A, 5A1, and G (pt.).

PLANNING COMMISSION RECOMMENDATION:
On October 14, 2026, the Planning Commission voted 9-0-1 (Commissioners Clarke and James Thomas were absent from the meeting. Commissioner Sargeant abstained from the vote) to recommend to the Board of Supervisors approval of the following applications and adoption of the proposed ordinance amending the Zoning Ordinance and reflecting approval of these applications:

- PCA-77-C-019-03;
- PCA-79-C-090-03;

- RZ-2025-HM-00002 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated October 1, 2026;

- Waiver of subsection 2105.5.B(2) requiring a minimum 200 square foot yard for each rear-loading townhome unit in favor of the yards shown on the CDP/FDP;

- Waiver of subsection 2105.5.C(1) to permit single family attached as the principal residential use in the PRM District;

- Waiver of subsection 2105.5.C(2)(a) to permit retail as a secondary use when less than 50% of the total gross area is devoted to multifamily residential;

- Modification of subsection 5107.3.A(2) to permit private streets not less than 20 feet in width from 24 feet in width, subject to the FDP development conditions;

- Waiver of subsection 5107.3.A(3) to permit private streets greater than 600 feet in length, as shown on the CDP/FDP;

- Modification of subsection 5108.3.A(2) to permit street frontage landscaping with less than the required 10-foot-wide minimum landscape strip in favor of what is shown on the CDP/FDP; and

- Modification of subsection 5108.5.A(6)(d) transitional screening requirements for a public use in favor of the transitional screening shown on the CDP/FDP.

In a related action, the Planning Commission voted 9-0-1 (Commissioners Clarke and James Thomas were absent from the meeting. Commissioner Sargeant abstained from the vote) to approve FDP-2025-HM-00002, subject to the development conditions dated October 9, 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)
Katie Quinn, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

3:30 p.m.

Public Hearing on SE-2025-MA-00043 (Fairfax County Water Authority) to Permit a Utility Facility, Light, Located on Approximately 14,457 Square Feet of Land Zoned R-20 and CRD (Mason District)

This property is located in the Mason District. Tax Map 51-3 ((18)) E1 (pt.).

The Board of Supervisors deferred this public hearing from October 27, 2026, at 3:30 p.m., to November 17, 2026, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On October 7, 2026, the Planning Commission voted 9-0 (Commissioners Batchelor-Causey, Hancock and James Thomas were absent from the meeting) to find that the proposal by Fairfax Water to replace the Willston water storage tank under 2232-2025-MA-00011 satisfies the criteria of general or approximate location, character, and extent, as specified in Section 15.2-2232 of the *Code of Virginia*, as amended, and therefore, is substantially in accord with the Comprehensive Plan, for the reasons set forth in the Staff Report dated September 21, 2026.

The Planning Commission also recommended to the Board of Supervisors approval of the following actions:

- SE-2025-MA-00043 subject to the proposed development conditions dated October 5, 2026;

- Modification of the transitional screening requirement along the northeast, northwest, southwest, and southeast boundary lines in favor of the proposed landscaping as shown on the SE Plat; and

- Modification of the barrier requirement along the southern boundary line in favor of the proposed fencing as 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:

Board Agenda Item
November 17, 2026

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)
Kevin McMahan, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing on AF-2026-MV-00003 (Belmont Bay Farms II) to Permit the Re-Creation of an Agricultural and Forestal District, Located on Approximately 114.99 Acres of Land Zoned R-E (Mount Vernon District)

This property is located in the Mount Vernon District. Tax Map 113-4 ((1)) Parcel 27Z.

PLANNING COMMISSION RECOMMENDATION:
On October 14, 2026, the Planning Commission voted 10-0 (Commissioners Clarke and James Thomas were absent from the meeting) to recommend that the Board of Supervisors adopt a district ordinance reestablishing the Belmont Bay Farms II Local Agricultural and Forestal District, to be codified in Appendix F of the County Code, as proposed in AF 2026-MV-00003, pursuant to Chapter 44 of Title 15.2 of the Code of Virginia and Chapter 115 of the Fairfax County Code, as set forth in the Staff Report dated September 29, 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)
Sophia Fisher, Planner, ZED, DPD

Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing on Proposed Public Facilities Policy Plan - Phase II 2020-CW-1CP and Public Facilities Comprehensive Plan Map Updates 2013-CW-5CP

ISSUE:
Plan amendments 2013-CW-5CP and 2020-CW-1CP propose to amend the Comprehensive Plan Policy Plan and Area Plans recommendations as they pertain to public facilities, amend the Comprehensive Plan Land Use Map to update and accurately identify existing Public Facility, Governmental, and Institutional land uses, and develop a new Comprehensive Plan Public Facilities Map. This amendment constitutes the second of two phases to the update of the Public Facilities element of the Policy Plan.

PLANNING COMMISSION RECOMMENDATION:
On September 23, 2026, the Planning Commission voted 9-0 (Commissioners Hancock, Sargeant, and Wang were absent from the meeting) to recommend to the Board of Supervisors the adoption of the staff recommendation for Plan Amendments 2020-CW-1CP and 2013-CW-5CP, as found in the Staff Report dated August 19, 2026, with the Planning Commission proposed edits as outlined in the PC Modification Handout dated September 23, 2026 (Attachment 1).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing – September 23, 2026, at 7:30 PM
Board of Supervisors Public Hearing – November 17, 2026, at 4:00 PM

BACKGROUND:
On July 14, 2020, the Board of Supervisors (“Board”) authorized the consideration of a Comprehensive Plan amendment (2020-CW-1CP) to update the Public Facilities Element of the Policy Plan (PFEPP) and related Area Plans, including an evaluation of how updates align with the Capital Improvement Program (CIP). This Plan amendment was divided into two phases. On May 7, 2024, the Board adopted Phase I, which comprehensively updated the objectives and policies contained within the PFEPP.

Phase II (this Plan amendment) proposes to revise the PFEPP to add objectives and policies from the former Human Services element, create a new Health and Human Services section, add an Early Childhood Education subsection within the Education section, update the Water Supply section introduction, and other editorial revisions. This amendment also proposes to amend the Areawide, District, and Special Planning Areas of the Comprehensive Plan to remove existing public facilities inventory tables from the Area Plans and replace those tables with a new countywide GIS-based Comprehensive Plan Public Facilities Map as an inventory of existing public facilities.

On July 9, 2013, the Board authorized consideration of a Comprehensive Plan amendment (2013-CW- 5CP) to update existing and planned parcels designated for Public Facilities, Governmental, and Institutional uses on the existing Comprehensive Plan Land Use Map. This amendment was a follow-on consideration to Plan amendment S11-CW-1CP, which updated the Comprehensive Plan Land Use Map. Limited revisions to the Comprehensive Plan Land Use Map are proposed to update parcels that have transitioned to public facility uses.

2020-CW-1CP and 2013-CW-5CP are being processed concurrently due to the public facility subject matter and their shared focus on improving the accuracy and consistency of public facility information within the Comprehensive Plan. Together, these amendments update public facility information within the Comprehensive Plan by revising applicable Policy Plan and Area Plan references and establishing an updated framework and interactive map for identifying existing and planned public facilities.

EQUITY IMPACT:
The provision and planning of public facilities are essential to meeting community needs and delivering services. Maintaining an accurate and current inventory supports these efforts by providing the public, staff, and decision makers with a clearer understanding of existing facilities, helping identify service gaps, and highlighting opportunities for co-locations that can improve access to services and reduce the need for new facilities and capital projects. Together, the amendments increase transparency in the review process and enhance the accuracy of the Comprehensive Plan that will now be linked with a Public Facilities Map which provides a single, publicly accessible source of information that will be updated annually without changing the underlying 2232 Review process. As a result, Fairfax County will be better positioned to anticipate, plan for, and deliver the public facilities needed to equitably serve residents now and in the future.

The amendments further the One Fairfax Policy Area of Focus 10, which promotes a health and human services system with accessible, high quality, affordable, and culturally appropriate services, by incorporating Health and Human Services guidance emphasizing accessible facility locations, multimodal transportation and safe pedestrian access, co-location of services, and inclusive facility design. Community engagement

and disaggregated data will help inform how differences in community needs are considered in planning for these services. The Early Childhood Education guidance supports these efforts by promoting a well-distributed and accessible network of facilities serving children from birth through age five. The amendments also further One Fairfax Policy Area of Focus 11, supporting a built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner, by providing an updated facility inventory and land use designations, which improve understanding of facility distribution and support planning for growth.

Together, these updates support more equitable access to public facilities and services by providing better information, strengthening planning guidance, and helping the County respond to the needs of communities across the County.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 - Planning Commission Recommended Modifications Handout, September 23, 2026

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

The Planning Commission Actions are accessible at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for PA 2020-CW-1CP & PA 2013-CW-5CP has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Salem Bush, Branch Chief, Public Facilities & Development Review Branch, PD, DPD
Mohamed Ali, Planner II, Public Facilities & Development Review Branch, PD, DPD

Attachment 1

PLANNING COMMISSION RECOMMENDED MODIFICATIONS HANDOUT
PUBLIC FACILITIES PLAN AMENDMENT 2020-CW-1CP & 2013-CW-5CP
Chairman Phillip Niedzielski-Eichner
Countywide
Public Hearing – September 23, 2026

The following proposed text is based on the Staff Report for Plan Amendments **2020-CW-1CP & 2013-CW-5CP** dated August 19, 2026, Recommendation section.

Draft modifications to the staff report recommendation are shown in **bold with underline and yellow highlight** for proposed additions and ~~**bold with double strike throughs and yellow highlight**~~ for proposed deletions.

MODIFY: Fairfax County Comprehensive Plan, 2026 Edition, Policy Plan, Public Facilities [Amended Date: 5-7-2024], The Public Facilities Element

Education
Public Schools
Additionally, FCPS offers several unique instructional, nontraditional, and special education programs in their facilities. Instructional programs include FCPS Pre-Kindergarten (PreK), Advanced Academic Programs, High School Advanced Placement, International Baccalaureate ~~**Diploma**~~ Program, and High School Academy. Nontraditional programs include Fairfax County Adult High School; Achievement, Integrity, and Maturity program; Alternative Learning Centers; Nontraditional Career Readiness Academy; Transition Support Resource Center; and Adult and Community Education….
Capacity is the number of students a school can support when the restriction of program of studies is applied. Capacity is measured differently for the elementary, middle, and high school levels. For all school levels, both ~~**a**~~ design capacity and program capacity ~~**is**~~ are calculated. Design capacity reflects the capacity of a building as it was originally constructed. Newly constructed and renovated facilities are designed in accordance with approved education and safety specifications….

Libraries
Introduction
~~**The mission**~~ ~~**FCLP**~~ **FCPL's mission** is to actively build community further literacy, and promote freedom of access and expression through programing, community spaces, technology, and collections of educational and recreational resources, in a variety of formats, thus enhancing individual and community life. To achieve fulfillment of this mission, ~~**FCLP**~~ **FCPL** will continue to:

Objective 17: Locate library facilities to provide service to the greatest number of persons within designated service areas, and provide high visibility, safe and easy access, and ample size for the building, parking areas, landscaping and future expansion.

Policy d. Promote co-location of libraries with other County services so users can combine library visits with accessing other County resources and services promoting visibility and convenience.

Policy e. Locate library facilities on sites that are centrally located in terms of service area, population distribution and distance. Specifically, library locations should be prioritized so that they are integrated into the community, if possible, near community centers with high levels of pedestrian, bicycle and transit access.

~~**Policy f. Promote co-location of libraries with other County services so users can combine library visits with accessing other County resources and services promoting visibility and convenience.**~~

Health and Human Services

Health and human services facilities are owned or operated by the county and include human services regional offices, community centers, senior centers, adult day health **care,** public health centers, health clinics, and treatment facilities. Human services regional offices and other co-located facilities provide access to community members who need assistance from multiple health and human services agencies.

Objective 22: Health and human services facilities should be designed to enhance service delivery and efficiently meet community needs.

Policy b. Ensure inclusive outdoor leisure space that enables social and community connectedness is included in the design of new community centers**. For instance, include features such as** ~~**like**~~ playgrounds, athletic courts, ~~**and**~~ exercise equipment**, and comfortable seating areas**.

Policy c. Integrate health and human services with other county services and community amenities to increase access, enhance service delivery, and maximize efficient **use** of shared resources.

Police

Objective 26: Locate police stations and facilities so as to provide the most efficient and expeditious law enforcement/protective service to the county as a whole and to the individual police districts.

Policy b. Plan for ~~**a**~~ new police substations in growing areas of the county.

Policy f. Evaluate and support any identified need for ~~**an**~~ Officer Wellness and Incident Support Services (ISS) facilities.

Fire and Rescue

Objective 28: Establish and maintain at a minimum, a seven-minute total response time coverage for fire and rescue emergencies to at least 95 per-cent of the county's population.

Policy b. Locate new fire and rescue stations at the most strategic point in a proposed service area to achieve a seven-minute total response time coverage to all points of the area and/or provide ~~the most~~ optim**al**~~um~~ service to that area based on locational criteria to include the following:

- Locate stations close to intersections where there is no problem with highway access;
- Locate stations on relatively flat topography and provide the opportunity to buffer the station from adjoining properties;
- Locate stations on the side where the greatest hazard or higher incident activity exists, where there is either a man-made or natural obstacle such as a railroad or river; and
- Locate stations to minimize service area overlap When there is unavoidable overlap with other existing service area, the new station should be located so that any service overlap benefits the high density areas and alleviates the response requirements of other high activity areas.

Sheriff

Objective 30: Meet the State Department of Corrections rated capacity standards for Average Daily Population at the Adult Detention Center (ADC) and provide for sentenced offenders not incarcerated at the ADC.

Policy a. ~~The~~ **C~~c~~county** should utilize excess unused space in the ADC, until such time that it is needed for its intended purpose. Based on financial considerations and/or the temporary needs of other county agencies, such space could be effectively utilized by leasing to other county or outside agencies.

Courts

Introduction

These **court's** facilities are primarily located on the **Judicial Center/Courthouse** Complex in Fairfax City in the Fairfax County Courthouse.

Animal Services Division and the Department of Animal Sheltering

Introduction

The Animal Services Division of the Fairfax County Police Department safeguards the residents of the county against stray and unwanted animals; **protects** residents and animals from certain animal diseases, **enforces** the state and local animal related laws and ordinances, and **addresses** issues concerning **wild-life**."

Utilities and Services
Water Supply
Objective 37: Plan and provide for facilities to treat, transmit and distribute a safe and adequate potable water supply.

Policy b Coordinate all Fairfax Water projects by continuing the Water Facilities Agreement between the Board of Supervisors and ~~**the**~~ Fairfax Water which requires:

- Fairfax County Board's review and approval of ~~**the**~~ Fairfax Water's Capital Improvement Program (CIP) as part of the county's CIP;

Policy d. Promote opportunities, including formation of water districts, for extending access to water service to communities or areas within Fairfax County that are threatened by failure of private wells and are without public water service as long as such districts do not require ~~**the**~~ Fairfax Water to contribute more than provided for under Fairfax Water's Bad Well Policy, dated June 3, 2021, which specifies the conditions and terms for financial assistance.

Sanitary Sewer
Introduction
Additional treatment capacity is provided by contractual agreement with ~~**the**~~ DC Water, Alex~~**andria**~~ Renew, Arlington County and the Upper Occoquan ~~**Sewage**~~ **Service** Authority.

Solid Waste and Recycling
Objective 40: Provide conveniently located solid waste management facilities and operations, while ensuring that these facilities are~~a~~ compatible with adjacent land uses.

Wireless Telecommunications Services
Objective 51: With Planning Commission approval, wireless telecommunication facilities proposed on existing or replacement structures, or new poles of 50 feet or less in height and designed to support small cell facilities, that do not meet the Administrative Review or Deemed Approved Guidelines but are otherwise consistent with Plan guidance may be processed without a public hearing as a "feature shown" of the Comprehensive Plan when in conformance with the following policies:

Policy a. In determining that proposed telecommunication facilities are a feature shown of the Comprehensive Plan, ensure that the following general factors are met:

- The proposed installation has no material adverse impact on the visual quality or character of the general area in which it is to be placed, including any surrounding residential properties;
- The proposed installation is located and designed to blend with the structure on which it is placed such as flush-mounting antennas or screening the antennas and equipment as appropriate to the site;
- The proposed installation, when in a grouping of other similar structures, is consistent with the pattern of those surrounding structures;
- Related equipment cabinets or shelters located on the ground or on a rooftop are appropriately screened or placed to obscure their visibility from surrounding properties;
- Building rooftop antennas are either flush mounted to surface walls, screened or placed to not be visible from the surrounding area unless the antenna has a minimal visual impact if installed above the roofline;
- Access to the proposed installation for purposes of maintenance has no material adverse impact on adjoining properties~~;~~.

Administrative Review Guidelines

Objective 52: Consider the co-location, replacement, or modification of antennas, and their associated equipment to be an Administrative Review "feature shown" of the Comprehensive Plan requiring no Planning Commission review when the colocation, replacement or modification of, antennas, and the related equipment is in full conformance with all Fairfax County Zoning Ordinance provisions and the following applicable policies:

Policy b. Consider a new **monopoles** ~~or~~ **towers** ~~great~~ than 50 feet in height to be a feature shown of the Comprehensive Plan if located in major utility transmission easements or rights-of-way; and if the easement or right-of-way is at least 100 feet wide and not used for underground gas transmission lines, and if the following guidelines are met:"

Objective 53: Consider the placement of new structures 50 feet or less in height and designed to support small cell facilities to be an Administrative Review feature shown of the Comprehensive Plan requiring no Planning Commission review when the location and character of the new structure is in full conformance with all Fairfax County Zoning Ordinance provisions and the following applicable policies:

……

Policy d. Locate so as to not impede pedestrian, bicycle, or vehicular travel by not obstructing walkways, driveways, entrances or other means of travel.

~~**Policy e. Locate so as to not impede or obstruct pedestrian, bicycle, or vehicular travel.**~~

Policy e f. The pole design should conform to the aesthetics of existing adjacent streetlights or utility poles and/or conform to existing area or district specific urban design guidelines or manuals (ex. Tysons Urban Design Guidelines).

Policy f g. Locate the pole in conformance with existing area or district specific urban design guidelines or manuals and/or Standard Pole Locations as defined in the Fairfax County Public Facilities Manual and restore any disturbed streetscape after installation.

Policy g h. In areas where there are no existing adjacent streetlights, utility poles, or district specific urban design guidelines or manuals, new poles should be designed to look the same as or substantially similar to existing poles elsewhere in the same zoning district.

Policy h i. Locate new structures 50 feet or less in height within the bounds of a historic overlay district only if infeasible to co-locate associated wireless telecommunication facilities on existing structures or to locate new structures outside of the historic overlay district or in the public right-of-way.

Policy i j. When placing in a historic overlay district:
Site the structure so as to not be located along the frontage of a historic building, deemed historic on a federal, state, or local level; and Site the structure so as not to be on an existing structure located on, adjacent to, or visible from a major thoroughfare, historic byway, road listed or determined to be eligible for listing in the National Register, or a contributing or historic property in a County Historic District.

Policy j k. Locate proposed wireless telecommunication facilities so that views of and vistas from architecturally and/or historically significant structures, landscapes, or cultural resources are not impaired or diminished.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan I > Lincolnia Planning District Overview [May 5, 2026] > Lincolnia Community Business Center > Public Facilities

Schools

The Lincolnia CBC is served by four public schools: Parklawn and Weyanoke Elementary Schools, Holmes Middle School, and Annandale High School ~~**using attendance areas for School Year 2017-18**~~. ~~**Under the envisioned Comprehensive Plan buildout, approximately 1,468 additional primarily multi-family dwelling units are recommended. Using the 2018 student generation ratio, this number of units could generate approximately 169 additional students (93 elementary, 29 middle, and 47 high school).**~~

~~The increase in students is not anticipated to generate a need for new school facilities to support the increased enrollment based on 2017-2018 school capacities.~~ Accommodating the increased student yield at existing facilities should be addressed through various means that may include additions to existing facilities, interior architectural modifications, use of modular buildings, changes to programs, and/or changes to attendance areas.

Police and Fire and Rescue

Emergency and other fire and rescue services are primarily provided by the Edsall Road Fire and Rescue Station. Several other fire and **rescue** stations provide coverage to the Lincolnia CBC area, including the Bailey's Crossroads Volunteer Fire and Rescue Station and the Annandale Volunteer Fire and Rescue Station.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan I > The Merrifield Suburban Center Overview [May 5, 2026] > Area-wide Recommendations > Public Facilities/infrastructure

Library

Tysons-Pimmit Regional Library ~~**began**~~ **was renovated**~~**ion**~~ in **2016**~~**7**~~. These renovations will meet the county's library level of service standards with no additional facilities being anticipated….

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan II > Fairfax Planning District Overview [May 5, 2026] > District-Wide Recommendations > Public Facilities Public Facilities

Public Facilities

5. Transmission gap from Valley Road to Jermantown Road along Waples Mill Road.

6. Transmission gap from Shirley Gate Road to Rust Road along Route 29.

7. Transmission main along Judicial Drive from Jones Street to Chain Bridge Road.

8. Transmission main along Patriot Circle, Aquia Creek Lane, and University Drive.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan II > McLean Planning District Overview [May 5, 2026] > McLean Community Business Center > Public Facilities

McLean CBC

Schools

The McLean CBC is served by four Fairfax County public schools ~~**for School Year 2020 - 2021:**~~ Franklin Sherman Elementary School, Kent Gardens Elementary School, Longfellow Middle School, and McLean High School. Other Fairfax County public schools may provide specific programs, such as Haycock Elementary School and Churchill Road Elementary School providing Advanced Academic Program, for students in the McLean CBC ~~**for School Year 2020 - 2021**~~. ~~**As identified in the Fairfax County**~~

~~Public Schools (FCPS) Capital Improvement Program (CIP) for Fiscal Year 2021 – 2025, Kent Gardens Elementary School, Longfellow Middle School, and McLean High School had capacity deficits which may continue to exist through School Year 2024 - 2025. A modular addition for McLean High School was completed in 2021 to mitigate the capacity deficit at McLean High School.~~ Student membership projections and individual school capacity evaluations are based on a five-year projection and updated annually, while the Comprehensive Plan considers a 20-year horizon. To address the shorter-term student and school capacity projections while also considering student needs over the longer-term planning horizon, numerous strategies may be considered to ensure appropriate improvements are phased with new development….

Police and Fire and Rescue

The Scotts Run Fire and Rescue Station 44 ~~is expected to~~ provide**s** service to **the** McLean CBC ~~and will be occupied by Spring of 2021~~…..

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan III > Fairfax Center Area [May 5, 2026] > Fairfax Center Area-Wide Recommendations > Public Facilities

Fairfax Center Area

Public Facilities

…..Public facilities approved by the Planning Commission through the 15.2-2232 review process, may be administratively added to the map which is available at: *Comprehensive Plan Public Facilities Map*.

~~**Traditionally, public school capacity needs have been addressed through various means including dedication of land, new school construction, additions to existing facilities, interior architectural modifications, use of modular buildings, changes to programs, and/or changes to attendance areas. In addition to the traditional means for addressing school capacity requirements listed above, Fairfax County Public Schools should evaluate other possible school impact mitigation strategies. The impact of development on schools should be mitigated by the developer(s) and the county. Any impact on schools, necessitated by any increased intensity, must be addressed with provisions for mitigation.**~~

~~The~~A ~~following~~number of public facilities have been identified as future needs in ~~the~~this ~~Fairfax~~Planning ~~Center Area.~~District. These projects are included for informational purposes ~~and~~and, in most ~~cases~~cases, will require a 2232 Review public hearing before the ~~county~~ Planning Commission prior to being established. ~~Those~~Facilities ~~facilities~~that have been identified as future needs but for which a specific location ~~for~~has ~~future~~not ~~construction has~~yet been identified are ~~also~~not shown on the map but may be listed ~~in the land unit recommendations and are considered a feature of the Comprehensive Plan upon review by the Planning Director and concurrence by the Planning Commission. If such feature shown determination is made, these projects will not require a future 2232 Review public hearing.~~below.

Schools
Traditionally, public school capacity needs have been addressed through various means including dedication of land, new school construction, additions to existing facilities, interior architectural modifications, use of modular buildings, changes to programs, and/or changes to attendance areas. In addition to the traditional means for addressing school capacity requirements listed above, Fairfax County Public Schools should evaluate other possible school impact mitigation strategies. The impact of development on schools should be mitigated by the developer(s) and the county. Any impact on schools, necessitated by any increased intensity, must be addressed with provisions for mitigation.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan III > Upper Potomac Planning District Overview [May 5, 2026] > District-Wide Recommendations > Public Facilities
Public Facilities
Provide a renovation for the Crossroads facility **which** provides substance use and mental health treatment, counseling, vocational rehabilitation, psychiatric services, medication monitoring, drug testing, case management, and transition support.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan III > Upper Potomac Planning District Overview [May 5, 2026] > UP5 Greater Reston Community Planning Sector > Recommendations > Public Facilities
Public Facilities
~~**2. Reserve land adjacent to the Dulles Toll Road just west of the Reston Parkway for a potential rail station (no parking).**~~

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan III > Upper Potomac Planning District Overview [May 5, 2026] > UP8 Lee-Jackson Community Planning Sector > Recommendations > Public Facilities
Public Facilities
1. An elementary school site, possibly in combination with an active recreation park site should be located in the area between Armfield Farms and the intersection of ~~**Lee-Jackson Memorial Highway**~~ **Route 50** and Centreville Road. The school site should have a minimum of 14 acres, and include ballfields or other facilities for active recreation use for the community.

Fairfax County Comprehensive Plan 2026 Edition - Area Plans > Area Plan IV > Richmond Highway Corridor Area [May 5, 2026] > Corridor-Wide Guidelines > Public Facilities
Public Facilities
The Richmond Highway Corridor is served by 19 public schools: 13 elementary schools, three middle schools, and three high schools~~**using attendance areas for School Year 2017-18. In 2015, the existing 5,000 dwelling units in the corridor yielded**~~

~~approximately 2,100 students~~. ~~Under the envisioned Comprehensive Plan buildout, approximately 18,000 dwelling units are recommended, resulting in an increase of approximately 13,000 new dwelling units. Using the 2016 student generation ratio, this could generate approximately 2,200 additional students (1,200 elementary, 400 middle, and 600 high school)~~.

…….

Intent to Defer to 12/08/2026 at 3:30p.m.

Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing on Proposed Site Specific Plan Amendment 2025-II-2M, Vinson Hall, in the Kirby Community Planning Sector of McLean Planning District (Dranesville District)

ISSUE:
Site Specific Plan Amendment (SSPA) 2025-II-2M proposes to amend the Comprehensive Plan recommendations for the Kirby Community Planning Sector of the McLean Planning District to consider an option for a Continuing Care Facility use at an intensity of up to 1.3 FAR on Tax Map Parcels 31-3 ((1)) 77A, 81B and 83. The Plan amendment proposes to add guidance addressing building massing and provision of pedestrian connections.

PLANNING COMMISSION RECOMMENDATION:
On October 28, 2026, the Planning Commission voted 10-0 (Commissioners Wang and James Thomas were absent from the meeting) to defer the decision only for Plan Amendment 2025-II-2M to a date certain of November 18, 2026, with the record to remain open for written or electronic comments. The Planning Commission's recommendation will be forwarded upon decision.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission Public Hearing – October 28, 2026, at 7:30 p.m.
Planning Commission Decision Only – November 18, 2026 at 7:30 p.m.
Board of Supervisors Public Hearing – November 17, 2026, at 4:00 p.m.

BACKGROUND:
On June 10, 2025, the Fairfax County Board of Supervisors (Board) authorized SSPA 2025-II-2M as a Tier 1 Priority for Tax Map Parcels 31-3 ((1)) 77A, 81B and 83, located at 1733 Kirby Road, McLean, VA 22101. The Board asked staff to consider a Continuing Care Facility at an intensity up to a 1.3 floor area ratio (FAR).

The subject property is currently developed as a retirement community at an intensity of 0.79 FAR with independent living units and medical care beds. The Comprehensive

Intent to Defer to 12/08/2026 at 3:30p.m.

Board Agenda Item
November 17, 2026

Plan Map designates Parcel 83 as Public Facilities, Governmental, and Institutional uses, and Parcels 77A and 81B as residential at a density of 1-2 dwelling units per acre. The subject property falls within the Kirby Community Planning Sector of the McLean Planning District, which generally recommends 1-2 dwelling units per acre for this area with consideration of environmental constraints.

EQUITY IMPACT:
The Plan amendment proposes to add an option for a Continuing Care Facility, which would directly contribute to the county's housing needs by providing housing for older adults, and includes provisions for minimizing impacts on surrounding development and providing pedestrian improvements. The proposal furthers several of Fairfax County's One Fairfax Policy Areas of Focus including the provision of a full spectrum of housing opportunities, a quality built and natural environment that accommodates anticipated growth and change in an environmentally sustainable and equitable manner, access to parks and open space, and access to increased mobility solutions. The community was engaged through community meetings that utilized an inclusive engagement approach.

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 can be found at:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for SSPA 2025-II-2M has been previously furnished and is available online at:
https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Zoning (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Clara Quintero Johnson, Branch Chief, Monitoring and Plan Development Branch, PD, DPD
Heather Springs, Planner III, Monitoring and Plan Development Branch, PD, DPD

Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing on a Proposal to Vacate and Abandon Redskin Drive (Sully District)

ISSUE:
Public hearing on a proposal to vacate and abandon Redskin Drive (Route 3862) west of the intersection of Redskin Drive and Towerview Road.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached Vacation Ordinance (Attachment 3) and Order of Abandonment (Attachment 4) of the subject right-of-way.

TIMING:
On October 13, 2026, the Board authorized advertisement of the public hearing for the vacation and abandonment of the proposed right-of-way, to be held on November 17, 2026, at 4:00 p.m.

BACKGROUND:
The applicant, R.P. Industrial Owner, L.L.C., a Delaware limited liability company, is requesting that Redskin Drive (Route 3862) be vacated under §15.2-2272 and abandoned under *§33.2-909 of the Virginia Code*. The applicant is seeking to vacate the right of way to redevelop their adjacent properties per the approved Special Exception project 2021-SU-00017. The proposed vacation and abandonment would not irreparably harm any properties, no public necessity exists for the continuance of this right of way, the right of way is not necessary for use in the public secondary system, and the right of way has no historic value.

The subject portion of Redskin Drive is built and is part of the Virginia Department of Transportation Secondary System of Highways. The subject vacation area was dedicated for public street purposes by certain Deeds recorded in Deed Book 3402 Page 233 and Deed Book 27925 Page 1568.

EQUITY IMPACT:
None.

Board Agenda Item
November 17, 2026

FISCAL IMPACT:
None.

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

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

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney

WALSH COLUCCI
LUBELEY & WALSH PC

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

SECOND REVISED

December 18, 2025

BY OVERNIGHT MAIL AND ELECTRONIC MAIL

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

Re: Second revised request for Proposed Vacation and Abandonment of Redskin Drive (Route 3862), Sully District, Fairfax County, Virginia

Dear Jeffrey:

This letter constitutes a petition and statement of justification to vacate and abandon Redskin Drive, Route 3862, Sully District, Fairfax County, Virginia (referred to as the "**Vacation and Abandonment**"), originally filed on January 4, 2024. This second revised letter seeks to revise the ownership information for the property located on Tax Map parcel 0242-14-0014A, which is adjacent to the Vacation and Abandonment area. This request is made on behalf of R.P. Industrial Owner, L.L.C., a Delaware limited liability company (the "**Applicant**"), with affiliated entities being the owners of those certain properties located on Tax Map parcels 0242-14-0001 through 0006, 0013A, 0012C, 0014C, and 0014A (the "**Property**"). The Property consists of approximately 59.58 acres, is zoned to the I-5 District, and is located along Redskin Drive.

The Vacation and Abandonment area is shown on the plat entitled "Vacation and Abandonment Plat Public Right-of-Way Redskin Drive – Route 3862, Deed Book 3402, Page 233, Deed Book 27925, Page 1568, Sully District, Fairfax County, Virginia", prepared by Pennoni Associates Inc., dated September 7, 2023 as revised through December 18, 2024 (the "**Plat**"). The total of the area to be abandoned is 82,700 square feet or 1.8985 acres. The Vacation and Abandonment was dedicated for public street purposes by virtue of certain Deeds recorded in Deed Book 3402 at Page 233 and Deed Book 27925 at Page 1568, among the land records of Fairfax County, Virginia.

To offer some background, at its meeting held on July 19, 2022, the Board of Supervisors (the "**Board**") approved Special Exception 2021-SU-00017, which allows an increase in building height in the I-5 District to permit the development of 2,136,040 square feet of data center uses on the Property. The approved data center development is referred to as Renaissance Technology Park (the "**Development**"). As shown on the Plat, the Development is to be served by an internal private roadway network and as such, Redskin Drive is no longer required to serve as a public right-of-way. In conjunction with the approved Special Exception 2021-SU-00017, the Applicant requests the vacation and abandonment of

approved data center development is referred to as Renaissance Technology Park (the "**Development**"). As shown on the Plat, the Development is to be served by an internal private roadway network and as such, Redskin Drive is no longer required to serve as a public right-of-way. In conjunction with the approved Special Exception 2021-SU-00017, the Applicant requests the vacation and abandonment of the Redskin Drive and proposes constructing the new internal private roadway network to serve the Development. Public access to the Development will be from Park Center Drive and Towerview Road.

Redskin Drive also provides access to the properties identified as Tax Map parcels 0242-01-0013A, 0242-01-0012C, 0242-01-0014A, and 0242-01-0014C. Tax Map parcels 0242-01-0013A, 0242-01-0012C, 0242-01-0014C, 0242-01-0014A are owned by affiliates of the Applicant. Enclosed are copies of the vesting deeds reflecting the current ownership of each property. As such, all property owners requiring access to their properties via Redskin Drive have accepted and are agreeable to the vacation and abandonment of Redskin Drive.

The abandonment of the Vacation and Abandonment area is requested pursuant to Virginia Code Section 33.2-909. The vacation of the Vacation and Abandonment area is required pursuant to Virginia Code Section 15.2-2272.

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

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

H. Mark Goetzman

cc: Lynne Strobel
Kate Schlinke
Tom Edwards
Bradley Gray
Ross Miles

AFFIDAVIT

This is to certify that **RP Technology Owner 1, L.L.C.**, a Delaware limited liability company, **RP Technology Owner 2, L.L.C.**, a Delaware limited liability company, **RP Technology Owner 4, L.L.C.**, a Delaware limited liability company, **RP Industrial Owner III, L.P.**, a Delaware limited partnership, **13832 Redskin Acquisition, L.P.**, a Delaware limited partnership, **13800 Redskin Owner, L.P.**, a Delaware limited partnership, and **RP Industrial Owner II, L.L.C.**, a Delaware limited liability company, as the owners of the parcels abutting and/or having ingress/egress access to Redskin Drive (Route 3862), Sully District, Fairfax County, Virginia ("Redskin Drive") acknowledge and approve of the vacation and abandonment of Redskin Drive pursuant to that certain petition and statement of justification to vacate and abandon Redskin Drive originally filed with the Fairfax County Department of Transportation by R.P. Industrial Owner, L.L.C., a Delaware limited liability company, as Applicant, on January 4, 2024, revised on January 3, 2025, and further revised on December 18, 2025. A copy of the petition and statement of justification are attached hereto as **Exhibit "A"**.

For the avoidance of doubt, the parcel ownership information of each parcel abutting Redskin Drive is outlined below:

Tax Map 024-2-14-0001: RP Technology Owner 1, L.L.C., a Delaware limited liability company

Tax Map 024-2-14-0002: RP Technology Owner 2, L.L.C., a Delaware limited liability company

Tax Map 024-2-14-0004: RP Technology Owner 4, L.L.C., a Delaware limited liability company

Tax Map 024-2-01-0012C: RP Industrial Owner III, L.P., a Delaware limited partnership

Tax Map 024-2-01-0013A: 13832 Redskin Acquisition, L.P., a Delaware limited partnership

Tax Map 024-2-01-0014A: 13800 Redskin Owner, L.P., a Delaware limited partnership

Tax Map 024-2-01-0014C: RP Industrial Owner II, L.L.C., a Delaware limited liability company

Dated this _____ day of April, 2026.

[Signature Pages Follow]

RP Technology Owner 1, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia

COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 1, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY PUBLIC
Exp. - Feb 14, 2027
DISTRICT OF COLUMBIA

RP Technology Owner 2, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia
COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 2, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

RYAN DEAN BERMAN
NOTARY PUBLIC
Exp. - Feb 14, 2027
DISTRICT OF COLUMBIA

_____
Notary Public
Registration No. _____

RP Technology Owner 4, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Technology Owner 4, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

RP Industrial Owner III, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Industrial Owner III, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

13832 Redskin Acquisition, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of 13832 Redskin Acquisition, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

13800 Redskin Owner, L.P., a
Delaware limited partnership

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

District of Columbia
COMMONWEALTH OF ~~VIRGINIA~~
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of 13800 Redskin Owner, L.P., a Delaware limited partnership, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN
NOTARY
Exp. - Feb 14, 2027
PUBLIC
DISTRICT OF COLUMBIA

RP Industrial Owner II, L.L.C., a
Delaware limited liability company

By: _____
Name: Rory Pillsbury
Title: Authorized Signatory

COMMONWEALTH OF ~~VIRGINIA~~ District of Columbia
COUNTY/CITY OF Washington, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Rory Pillsbury, as Authorized Signatory of RP Industrial Owner II, L.L.C., a Delaware limited liability company, this 21 day of April, 2026.

My commission expires: 2/14/27.

_____
Notary Public
Registration No. _____

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0001

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 1, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a
Delaware limited liability company

By: _____
Name: Andres Panza
Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 1, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 1, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0002

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 2, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 2, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 2, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0003

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 3, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 3, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 3, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0004

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY OWNER 4, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title,** unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Owner 4, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 4, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0005

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP TECHNOLOGY POWER OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____

Name: Andres Panza

Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP Technology Power Owner, L.L.C
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 5, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

302498480 v1

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

DEED OF CONTRIBUTION

This Deed is exempt from recording tax pursuant to VA Code §58.1-811(A)(10)

PREPARED BY:

Peter N. Crain, Esq., VSB # 78400
Cooley LLP
11951 Freedom Drive
14th Floor
Reston, Virginia 20190

Tax Map No.: 024-2-14-0006

THIS DEED OF CONTRIBUTION is made as of this 1st day of May, 2024, by and between **RP INDUSTRIAL OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantor***"), to **RP RPA OWNER, L.L.C.**, a Delaware limited liability company with an address of 1255 23rd Street NW, Suite 250, Washington, D.C., 20037 ("***Grantee***").

WITNESSETH:

WHEREAS, Grantor is entitled to receive not less than fifty percent (50%) of the profits and surplus of Grantee; **Now, Therefore,**

THAT FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with **Special Warranty of Title**, unto Grantee, in fee simple, all that certain real property situated, lying and being in Fairfax County, Virginia, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon (the "***Property***").

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way to the extent, but only to the extent, that the same are valid and subsisting and apply to the Property or any part thereof.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Property for the use and benefit of Grantee, its successors and assigns, forever.

[Signature page follows]

NOTE TO CLERK: This instrument evidences a transfer to a limited liability company where the grantor is entitled to receive not less than 50 percent of the profits and surplus of such limited liability company and this transfer is not a precursor to a transfer of control of the assets of the company to avoid recordation taxes. Accordingly, this instrument is exempt from recordation taxes in accordance with VA Code 58.1-811(A)(10) and is thus also exempt from grantor taxes pursuant to Virginia Code §58.1-811(C)(1).

IN WITNESS WHEREOF, the Grantor has caused this Deed of Contribution to be executed as of the date first above written.

GRANTOR:

RP INDUSTRIAL OWNER, L.L.C., a Delaware limited liability company

By: _____
Name: Andres Panza
Title: Authorized Signatory

STATE/COMMONWEALTH OF DC)
) to wit:
COUNTY OF DC)

I, the undersigned, a notary public in and for the State/Commonwealth and County aforesaid, do hereby certify that Andres Panza, as Authorized Signatory of RP INDUSTRIAL OWNER, L.L.C., and whose name is signed to the foregoing Deed of Contribution, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed on behalf of said Grantor.

GIVEN under my hand and seal this 1st day of May, 2024.

_____
Notary Public

My commission expires: 2/14/27

RYAN DEAN BERMAN NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - Feb 14, 2027

GRANTEE'S ADDRESS: RP RPA Owner, L.L.C.
1255 23rd Street NW, Suite 250
Washington, D.C. 20037

Exhibit A
Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Parcel 6, Renaissance Technology Park Phase I, as set forth in the Deed of Subdivision and Dedication dated May 5, 2023 and recorded June 8, 2023 in Deed Book 27925 at page 1568 and shown on the plat attached thereto.

[End of Legal Description – remainder of page intentionally left blank]

302498486 v1

05/06/2024
RECORDED FAIRFAX CO VA
TESTE:

PREPARED OUTSIDE THE COMMONWEALTH
OF VIRGINIA BY, AND AFTER RECORDATION,
PLEASE RETURN TO:

Essex Title LLC
750 Lexington Ave., 9th Floor
New York, NY 10022
Attention: Fanny Trataros
Email: fanny@essextitle.com

Tax Parcel ID No.: 0242 01 0013A
Assessed Value: $5,776,370
Consideration:$25,000,000

Title Insurer: Fidelity National Title Insurance Company

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made as of June 06, 2023, by **WORD OF GRACE CHRISTIAN CHURCH, INC.**, a Virginia corporation, having an address at 13832 Redskin Drive, Herndon, Virginia 20171, as grantor ("**Grantor**"), to **13832 REDSKIN ACQUISITION, L.P.**, a Delaware limited partnership, having an address at 1255 23rd Street, NW, Suite 250, Washington, DC 20037, as grantee ("**Grantee**").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, with Special Warranty, unto said Grantee, that certain property located in the Commonwealth of Virginia, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all rights and appurtenances pertaining to such property, including without limitation, all of Grantor's right, title and interest in and to (i) all minerals, oil, gas and other hydrocarbon substances thereon, (ii) all adjacent strips, gaps, gores, streets, roads, alleys and rights-of-way, public or private, open or proposed, (iii) all easements, privileges and hereditaments, whether or not of record, and (iv) all access, air, water, riparian, development, utility and solar rights (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, in fee simple, together with each and every title, right, privilege, appurtenance and advantage thereunto belonging, or in anywise appertaining, unto and for the use, benefit and behoof of Grantee, its successors and assigns, in fee simple forever.

This conveyance is made subject to easements, conditions, encumbrances and restrictions of record insofar as they may lawfully affect the Property.

754022754.2
FNT BL 20220116BVA

The Grantor is a Church entitled to exemption from tax pursuant to Section 501(c)(3) of the Internal Revenue Code. As such, pursuant to Va. Code § 58.1-811(c)(6), this conveyance is exempt from the Grantor tax imposed by Va. Code § 58.1-802, the "regional WMATA Capital Fee" imposed by Va. Code § 58.1-802.3, and the "Regional Congestion Relief Fee" imposed by Va. Code § 58.1-802.4.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on its behalf, under seal, as of the date hereinabove written.

GRANTOR:

WORD OF GRACE CHRISTIAN CHURCH, INC.,
a Virginia corporation

By: _____
Name: James Lavender
Title: Pastor / President

)
) ss:
)

On this the 3 day of June, 2023, before me, the undersigned officer, personally appeared JAMES LAVENDER the PASTOR / PRESIDENT of WORD OF GRACE CHRISTIAN CHURCH, INC., the named grantor in the foregoing and attached instrument, who being personally well known to me (or satisfactorily proven to be), did acknowledge said instrument to be the act and deed of the said grantor, and that s/he delivered the same for and on behalf of the said grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

JOHN WILLIAM TIPPETT
NOTARY PUBLIC
REG. #7179140
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31 2024

John W Tippett
Notary Public

My Commission Expires: January 31 2024
Notary Registration No. 7179140

3

754022754.2

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Fairfax, VA and being more particularly described as follows:

Beginning at a point on the Northeasterly line of Redskin Drive, previously known as Airnav Road, as dedicated in Deed Book 3402 at Page 233 among the land records of Fairfax County, said point being N. 36 degrees 48' 25" E. 1504.83 feet and S. 48 degrees 02' 37" E. 94.00 feet from an iron pipe found on the northeasterly line of McLearen Road (Route 668), marking the most Southerly corner of G.A. McLearen, thence departing Redskin Drive and running through the property of now or formerly Dulles Industrial Land Associates the following courses: N. 41 degrees 57' 23" E. 569.76 feet, S. 48 degrees 02' 37" E. 611.45 feet and S. 41 degrees 57' 23" W. 569.76 feet to a point on the aforementioned line of Redskin Drive, thence with the said line of Redskin Drive No. 48 degrees 02' 37" W. 611.45 feet to the point of beginning. Containing 348,380 square feet of land or 7,99770 acres, more or less.

BEING the same property conveyed unto Trustees of Word of Grace Fellowship by virtue of a Deed dated August 31, 2000, and recorded September 1, 2000, in Deed Book 11505 at page 410 among the land records of Fairfax County, Virginia.

06/09/2023
RECORDED FAIRFAX CO VA
TESTE: 4

This instrument was prepared by and
when recorded return to:

Pier-Alysia Maloy Coyne, Esq.
VSB #42239
Odin, Feldman & Pittleman, PC
1775 Wiehle Avenue, Suite 400
Reston, Virginia 20190

Parcel ID No. 024-2-01-0012C

Assessed Value: $7,986,460.00
Consideration: $14,650,000.00
Grantee's Address: 1255 23rd St., NW
Washington, DC 20037

SUBMITTED FOR ELECTRONIC RECORDING BY:
TITLE INSURER
FIDELITY NATIONAL TITLE INSURANCE CO
1901 PENNSYLVANIA AVE., NW, SUITE 201
WASHINGTON, D.C. 20006
TITLE NO. 2023005841 VA 1 OF 1

SPECIAL WARRANTY DEED

THIS DEED is made this 15th day of December, 2023, by and between **RF ASSOCIATES OF FAIRFAX, LLC**, a Virginia limited liability company ("Grantor"), with an address of 2768 Towerview Road, Herndon, Virginia 20171, and **RP INDUSTRIAL OWNER III, L.P.**, a Delaware limited partnership ("Grantee"), with an address of 1255 23rd St., NW, Washington, DC 20037.

WITNESSETH:

THAT FOR and in consideration of the premises and the sum of TEN DOLLARS ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, with SPECIAL WARRANTY OF TITLE, all of that certain lot or parcel of land situate, lying and being in Fairfax County, Virginia, together with all improvements thereon and appurtenant rights thereunto belonging and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

AND BEING the same real property acquired by the Grantor by Deed recorded in Deed Book 27949, at page 1612, among the land records of Fairfax County, Virginia.

TO HAVE AND TO HOLD the aforesaid real property, together with all rights, privileges and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

The Property is conveyed subject to all covenants, easements, conditions, restrictions and agreements contained in deeds forming the chain of title to said Property or any portion thereof.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed by its authorized representatives as of the date set forth above.

RF ASSOCIATES OF FAIRFAX, LLC,
a Virginia limited liability company

By: _____
Thomas J. Riley, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that **Thomas J. Riley**, as manager for RF Associates of Fairfax, LLC, a Virginia limited liability company, whose name is signed to the foregoing instrument appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of the limited liability company.

GIVEN under my hand and seal this 30th day of November, 2023.

_____
Notary Public

Lynnden Kuwano Tindall
NOTARY PUBLIC
REGISTRATION # 278449
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES October 31, 2027

My commission expires: 10/31/2027

Notary Registration No.: 278449

#5794732v1

EXHIBIT "A"

Legal Description

All of that certain parcel or lot of land, together with all building improvements now or hereafter constructed thereon, and appurtenances, rights and privileges thereto belonging, located and situate in the County of Fairfax, Commonwealth of Virginia, and more particularly described as follows:

All of Parcel Six-A (6-A), as shown on plat prepared by John P. DiGiulian, Land Surveyor, dated August, 1991 entitled 'Plat of Redivision Remainder of Parcel 5, Resubdivision of a Portion of Parcel "B" Property of Dulles Industrial Land Associates and Parcel "6" Division of a Part of The Land of GT Warehousing Co., Inc.," attached to the Deed of Redivision recorded in Deed Book 7901 at Page 1231, among the land records of Fairfax County, Virginia.

Street Address: 2750 Towerview Road
Herndon, Virginia 20171

Tax Map No.: 024-2-01-0012C

3

12/07/2023
RECORDED FAIRFAX CO VA

PREPARED BY:
Brian V. Ebert, Esq. (VSB No. 30139)
10640 Page Avenue
Suite 240
Fairfax, Virginia 22030

AFTER RECORDING RETURN TO:
Mayer Brown LLP
1999 K Street NW
Washington, D.C. 20006
Attention: David Brodsky

Consideration: $12,500,000.00
Assessed Value: $5,437,210.00
Tax Map No. 024-2-01-0014-C
Property
Address: 2770 Towerview Road
Herndon, VA 20171

NCT2101525

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 8th day of October, 2021.

BETWEEN TOWERVIEW NO. 10, LLC, a Virginia limited liability company, whose mailing address is 124 Park Street, S.E., Suite 201, Vienna, Virginia 22180, hereinafter called the Grantor party of the first part,

and

RP INDUSTRIAL OWNER II, L.L.C., a Delaware limited liability company, whose mailing address is c/o SCG Global Holdings, L.L.C., 40 Tenth Avenue, 8th Floor, New York, NY 10014, hereinafter called the Grantee(s) party of the second part,

WITNESSETH that the said Grantor for and in consideration of the sum of TWELVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($12,500,000.00) unto it well and truly paid by the said Grantee(s) at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, released and confirmed, and by these presents does grant, bargain, sell and convey, release and confirm unto the said Grantee(s) its successors and assigns, in fee, with special warranty of title, the following real property more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Property").

This conveyance is subject to all covenants, conditions, restrictions, easements, rights of way and conditions of record.

TO HAVE AND TO HOLD the Property with the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee(s), its successors and assigns, to and for the only proper use and behoof of the said Grantee(s), its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

Seal and Delivered

TOWERVIEW NO. 10, LLC
a Virginia limited liability company

By: Robert W. Mitchell III
Name: Robert W. Mitchell, III
Title: Manager

JENNIFER LEE DANLEY
NOTARY PUBLIC
REG. #7818020
MY COMMISSION EXPIRES
February 28, 2023
COMMONWEALTH OF VIRGINIA

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX Fairfax)

On this, the 7th day of October 2021, before me Jennifer Danley, personally appeared Robert W. Mitchell, III who acknowledged himself to be the Manager of Towerview No. 10, LLC, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

Jennifer Danley
Notary Public
My Commission Expires: 7818020
Notary Registration No.: 2-28-2023

Exhibit A
Legal Description

ALL that certain piece or parcel of land with appurtenances thereunto belonging, lying and being in:

Parcel 501, Redivision of remainder of Parcel 5, Resubdivision of a portion of Parcel "B" Property of Dulles Industrial Land Associates and Parcel "6" Division of a part of the Land of GT Warehousing Co., Inc. as duly dedicated, platted and recorded in Deed Book 7901, Page 1231, among the land records of Fairfax County, Virginia, and more particularly described by metes and bounds as follows:

Beginning at a point, said point being a southerly corner of Trustees of Word of Grace Fellowship (now or formerly) in the northeasterly line of Redskin Drive (Rte. #3862); thence with the southeasterly line of Trustees of Word Grace Fellowship (n/f) N 41° 57' 06" E 569.76' to a point; thence with the northeasterly line of Trustees of Word Grace Fellowship (n/f) N 48° 02' 54" W 76.45' to a point, said point being a southerly corner of Parcel 6A; thence with Parcel 6A the following courses and distances: N 41° 57' 06" E 35.31' to a point, S 48° 02' 54" E 43.82' to a point, N 41° 59' 09" E 92.92' to a point, N 14° 02' 10" W 52.93' to a point, and N 41° 57' 06" E 401.94' to a point in a southerly line of Lot 23 Section Two, First Addition to Mountain View in Horsepen Run; thence with Horsepen Run and the southerly line of Lot 23, Section Two, First Addition to Mountain View, Lots 9 & 8 Section One, First Addition to Mountain View, and Parcel A, Mustang Crossing the following courses and distances: S 41° 44' 38" E 123.25' to a point, S 24° 25' 15" W 70.75' to a point, S 49° 04' 45" E 80.72' to a point, S 16° 24' 45" E 111.61' to a point, S 30° 05' 15" W 89.69' to a point, S 06° 54' 45" E 47.83' to a point, S 64° 34' 45" E 108.62' to a point, S 04° 05' 15" W 151.32' to a point, S 76° 35' 15" W 75.74' to a point, S 14° 05; 15" W 44.84' to a point, S 39° 14' 45" E 60.79' to a point, S 78° 34' 45" E 70.75' to a point, S 25° 14' 45" E 101.64' to a point, S 13° 44' 55" W 84.70' to a point, S 24° 54' 45" E 128.55' to a point, and N 87° 01' 44" E 109.11' to a point, said point being a northerly corner of Smith, Tr. (n/f); thence with the northerly line of Smith, Tr. (n/f) S 44° 41' 53" W 196.41' to a point, said point being a northerly corner of Parcel 5-B; thence with Parcel 5-B N 45° 18' 07" W 425.00' to a point and S 44° 41' 53" W 48.45' to a point in a northerly line of Towerview Road (Rte. #3861); thence with Towerview Road (Rte. #3861) along a curve to the left (Radius = 60.00', Delta = 133° 45' 43", Tangent = 140.54, Chord = 110.36', Chord Bearing = S 67° 49' 02" W) an arc distance of 140.08' to a point; thence along a curve to the right (Radius = 30.00', Delta = 43° 45' 42", Tangent = 12.05', Chord = 22.36', Chord Bearing = S 22° 49' 01" W) an arc distance of 22.91' to a point and S 44° 41' 52" W 9.49' to a point, said point being a northerly corner of Parcel 5-A; thence with Parcel 5-A N 45° 18' 07" W 235.64' to a point and S 41° 57' 06" W 278.00' to a point in the aforementioned northeasterly line of Redskin Drive (Rte. #3862) N 48° 02' 54" W 209.82' to the point of beginning containing 509,165 square feet of land, more or less.

BEING the same real estate conveyed to Towerview No. 10, LLC, a Virginia limited liability company, by deed from Universal Investment Co., a Virginia limited partnership, dated October 15, 2001 and recorded on November 1, 2001 in BK 12350 PG 0464 among the Land Records of the Fairfax County, Virginia.

10/12/2021
RECORDED FAIRFAX CO VA

SPECIAL WARRANTY DEED

Consideration: $10,100,000.00

Assessed Value: $ 3,100,810

Grantee's Address:

c/o Starwood Capital Group
1255 23rd Street, NW, Suite 250
Washington, DC 20037
Attn: Anthony Balestrieri

Tax ID No.: 0242 01 0014A
Prior Deed: Book 15063 Page 0412
Deed Prepared by:

Selzer Gurvitch Rabin Wertheimer & Polott, PC
4416 East West Highway, 4th Floor
Bethesda, MD 20814
Attn: Eric Ciazza, Esq. (VSB # 46208)

To be Returned to:

Essex Title LLC
29777 Telegraph Rd, Suite 1170
Southfield, MI 48034
Attn: Erin Parker

SPECIAL WARRANTY DEED

THIS DEED, made as of the 16th day of May, 2025, by **ELITE PROPERTIES, LLC**, a Virginia limited liability company, Grantor, party of the first part, to **13800 REDSKIN OWNER, L.P.**, a Delaware limited partnership, Grantee, party of the second part.

WITNESSETH, that in consideration as above provided and other good and valuable consideration, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey, transfer and confirm, with Special Warranty and English Covenants of title, unto said Grantee, its successors and assigns, fee simple absolute title to all of that parcel of real property situate, lying and being in Fairfax County, Virginia, more particularly described in Exhibit A attached hereto and incorporated herein.

TOGETHER with all improvements thereupon and all and singular the tenements, hereditaments, rights-of-way, easements, privileges, and appurtenances to the same belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of Grantor in and to the land lying in the bed of any street, alley, road or avenue, opened or proposed, in front of, abutting or adjoining the above-described real property.

TO HAVE AND TO HOLD the said granted and described land and premises unto and to the use of Grantee, its successors and assigns forever, with Grantor's covenant that it will execute such further assurances of the said land as may be requisite.

[Signature page follows]

{00806371;2 }

IN TESTIMONY WHEREOF, Grantor has executed this Deed under Seal to acknowledge and deliver this instrument according to law on the day and year first hereinabove written.

WITNESS:

GRANTOR:

ELITE PROPERTIES, LLC
a Virginia limited liability company

By: _____ (Seal)
Name: Bassam Ibrahim
Title: Manager

STATE OF MARYLAND *

COUNTY OF MONTGOMERY * ss:

I, Yzza M. Ramos, a Notary Public in and for the above-stated jurisdiction, do hereby certify that Bassam Ibrahim personally known (or satisfactorily proven) to me as the Manager of ELITE PROPERTIES, LLC, a Virginia limited liability company, the Grantor in the foregoing and annexed Deed personally appeared before me in said jurisdiction, and acknowledged the same to be his act and deed.

GIVEN under my hand and official seal this 14th day of May, 2025.

Yzza Michelle Ramos
Notary Public

My commission expires: March 8, 2028

(SEAL)

YZZA MICHELLE RAMOS
Commission Expires
NOTARY
PUBLIC
03/08/2028
PRINCE GEORGE'S CO., MARYLAND

{00806371;2 }

Exhibit A

Legal Description

All that certain lot or parcel of land situate, lying and being in Fairfax County, Virginia, and more particularly described as follows:

Beginning at an iron pipe found on the northerly right-of-way line of Redskin Drive Route 3862, said point also being a corner to Towerview Number 10 LLC; thence departing said northerly right-of-way line of Redskin Drive Route 3862, and running with said Towerview Number 10 LLC the following courses and distances:

1. North 41° 55' 14" East 277.99 feet to an iron pipe found;
2. South 45° 20' 13" East 235.62 feet to an iron pipe found on the westerly right-of-way line of Towerview Road Route 3861; thence departing said Towerview Number 10 LLC and running with said westerly right- of-way line of Towerview Road Route 3861;
3. South 44° 39' 47" West 243.19 feet to an iron pipe set at the intersection of said westerly right-of-way line of Towerview Road Route 3861 and the aforementioned northerly right-of-way line of Redskin Drive Route 3862; thence departing said westerly right-of-way line of Towerview Road Route 3861 and running with said northerly right-of-way line of Redskin Drive Route 3862 the following courses and distances:
4. 38.07 feet along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 87°15' 27", and a chord which bears South 88° 17' 30" West 34.50 feet to an iron pipe set;
5. North 48° 04' 46" West 198.74 feet to the point of beginning and containing 62,275 square feet or 1.4296 acres of land, more or less.

05/19/2025
RECORDED FAIRFAX CO VA
TESTE:
CLERK

ATTACHMENT 2

NOTICE OF INTENT TO ADOPT AN
ORDINANCE VACATING AND AN ORDER OF
ABANDONMENT FOR A ROAD

(Redskin Drive – State Route 3862)

Sully District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 17, 2026, at 4:00pm during its regular meeting in the Board Auditorium of the Fairfax County Government Center Parkway, Fairfax, Virginia pursuant to Virginia Code Ann. §15.2-2204, §15.2-2722, and §33.2-909 vacating and abandoning a total of 82,700 square feet of Redskin Drive (Route 3862) west of Towerview Road, which was dedicated for public street purposes pursuant to that certain Deeds dated February 11, 1971, recorded in Deed Book 3402, at Page 233, and May 5, 2023, recorded in Deed Book 27925, at Page 1568, both in the land records of Fairfax County, Virginia. The road is located on Tax Map Number: 024-2 and is shown on the plat prepared by Pennoni Associates Inc., which is on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

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

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

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

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

SULLY DISTRICT

ADOPTION OF AN ORDINANCE VACATING
OF A ROAD

(Redskin Drive – Route 3862)

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on November 17, 2026, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia, pursuant to Virginia Code §15.2-2272, does hereby vacate Redskin Drive as formerly dedicated in certain Deeds, recorded in Deed Book 3402, at Page 233, and Deed Book 27925, at Page 1568. The road vacated is currently shown on Tax Map 24-2 and is shown on the plat prepared by Pennoni Associates Inc. identified as Attachment 5. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system and that no public necessity exists for the continuance of the right of way.

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

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 4

ORDER OF ABANDONMENT OF
REDSKIN DRIVE

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 17th day of November, 2026, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for the continuance of these portions of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

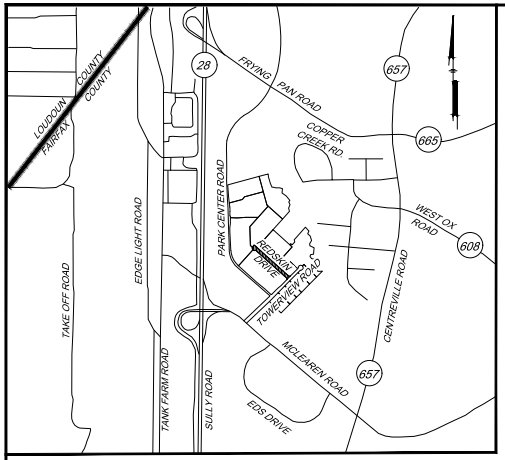
WHEREFORE, BE IT ORDERED:

That the existing Redskin Drive (Route 3862), comprising a total of 82,700 square feet, located on Tax Map Number: 024-2, shown on the plat prepared by Pennoni Associates Inc., attached hereto as Attachment 5 and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code § 33.2-909. The Board finds that the portion to be vacated and abandoned has no historic value, will not cause any property owners to be irreparably harmed, and is not necessary for use in the public secondary system and that no public necessity exists for the continuance of the right of way.

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

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



VICINITY MAP
1" = 2,000'

SURVEYOR NOTES

1. PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. ENCUMBRANCES NOT DEPICTED MAY EXIST.
2. PHYSICAL IMPROVEMENTS EXIST THAT ARE NOT DEPICTED.
3. BOUNDARY INFORMATION DEPICTED HEREON IS BASED ON EXISTING LAND RECORDS. PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCES TO THE VIRGINIA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FOOT UNITS (NAD 83 2011 ADJ., EPOCH 2010).

SURVEYOR'S CERTIFICATE

I, ROGER E. HARRIS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED THE LAND RECORDS AND PROPERTY BOUNDARIES DEPICTED HEREON AND THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

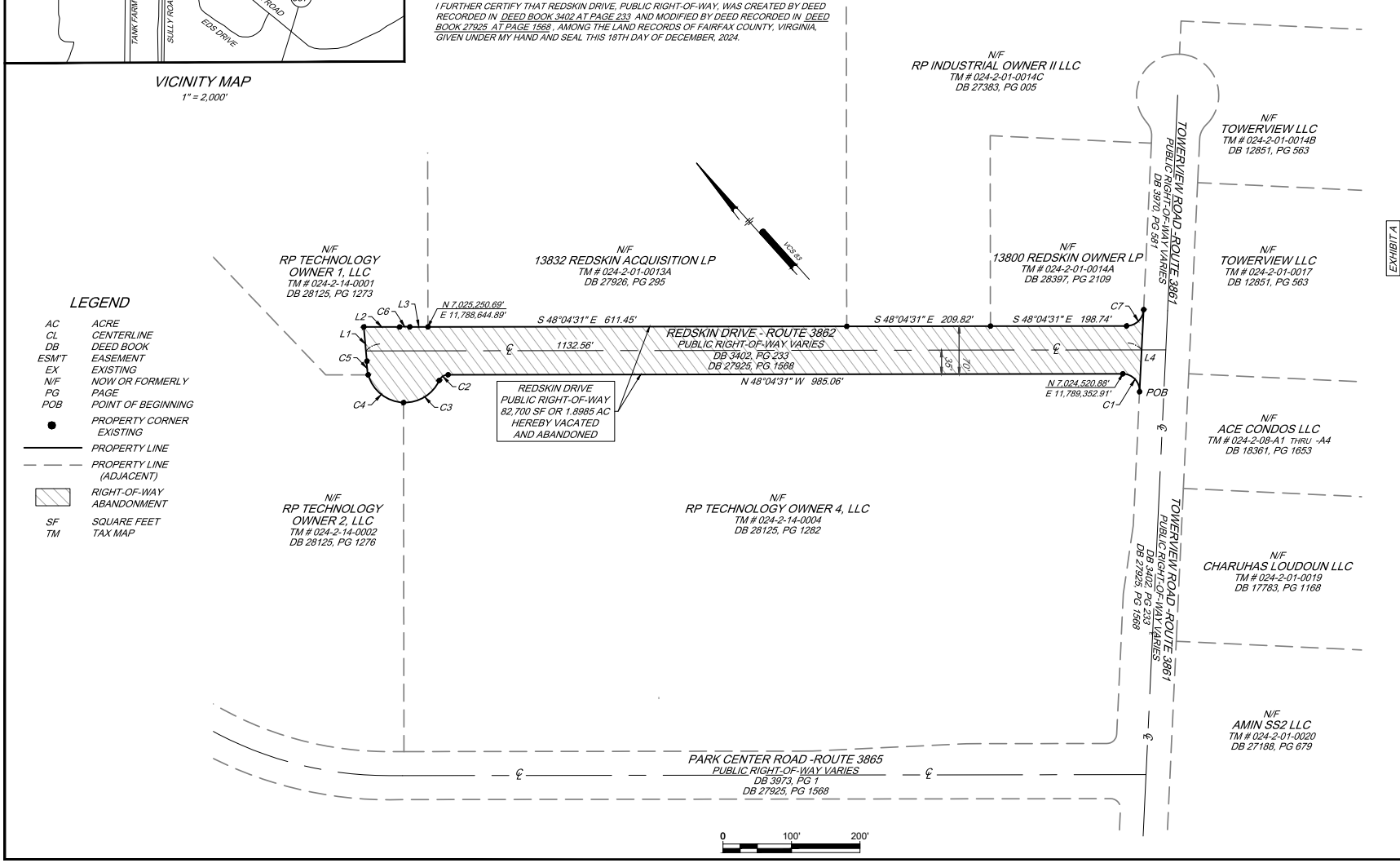
I FURTHER CERTIFY THAT REDSKIN DRIVE, PUBLIC RIGHT-OF-WAY, WAS CREATED BY DEED RECORDED IN DEED BOOK 3402 AT PAGE 233 AND MODIFIED BY DEED RECORDED IN DEED BOOK 27925 AT PAGE 1568, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA, GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF DECEMBER, 2024.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°46'31" E	50.16'
L2	S 48°05'00" E	52.33
L3	S 48°05'00" E	26.51'
L4	S 44°50'19" W	120.08'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00'	91°33'55"	39.97'	25.70'	N 1°07'25" W	35.85'
C2	14.50'	64°11'47"	16.25'	9.10'	N 81°07'01" W	15.42'
C3	55.50'	67°06'06"	65.00'	36.81'	N 79°40'18" W	61.35'
C4	55.50'	72°27'04"	70.18'	40.66'	N 9°53'43" W	65.60'
C5	55.50'	20°47'40"	20.14'	10.18'	N 36°46'31" E	20.03'
C6	55.50'	15°23'43"	14.91'	7.50'	S 48°05'00" E	14.87'
C7	25.00'	87°15'37"	38.07'	23.83'	N 88°17'45" E	34.50'



LEGEND

AC	ACRE
CL	CENTERLINE
DB	DEED BOOK
ESM'T	EASEMENT
EX	EXISTING
N/F	NOW OR FORMERLY
PG	PAGE
POB	POINT OF BEGINNING
	PROPERTY CORNER EXISTING
	PROPERTY LINE
	PROPERTY LINE (ADJACENT)
	RIGHT-OF-WAY ABANDONMENT
SF	SQUARE FEET
TM	TAX MAP

EXHIBIT A

THE VACATION AND ABANDONMENT OF PUBLIC RIGHT-OF-WAY

REDSKIN DRIVE - ROUTE 3862

DEED BOOK 3402, PAGE 233
DEED BOOK 27925, PAGE 1568

SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA

PENNONI ASSOCIATES INC.
1602 Village Market Blvd. Suite 330
Leesburg, VA 20175
T 703.449.6700 F 703.449.6714

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

COMMONWEALTH OF VIRGINIA
PRELIMINARY
ROGER E. HARRIS
Lic. No. 002631
11/14/2025
LAND SURVEYOR

REVISIONS:

DATE	TYPE	BY
11/14/25	GENERAL	TFF

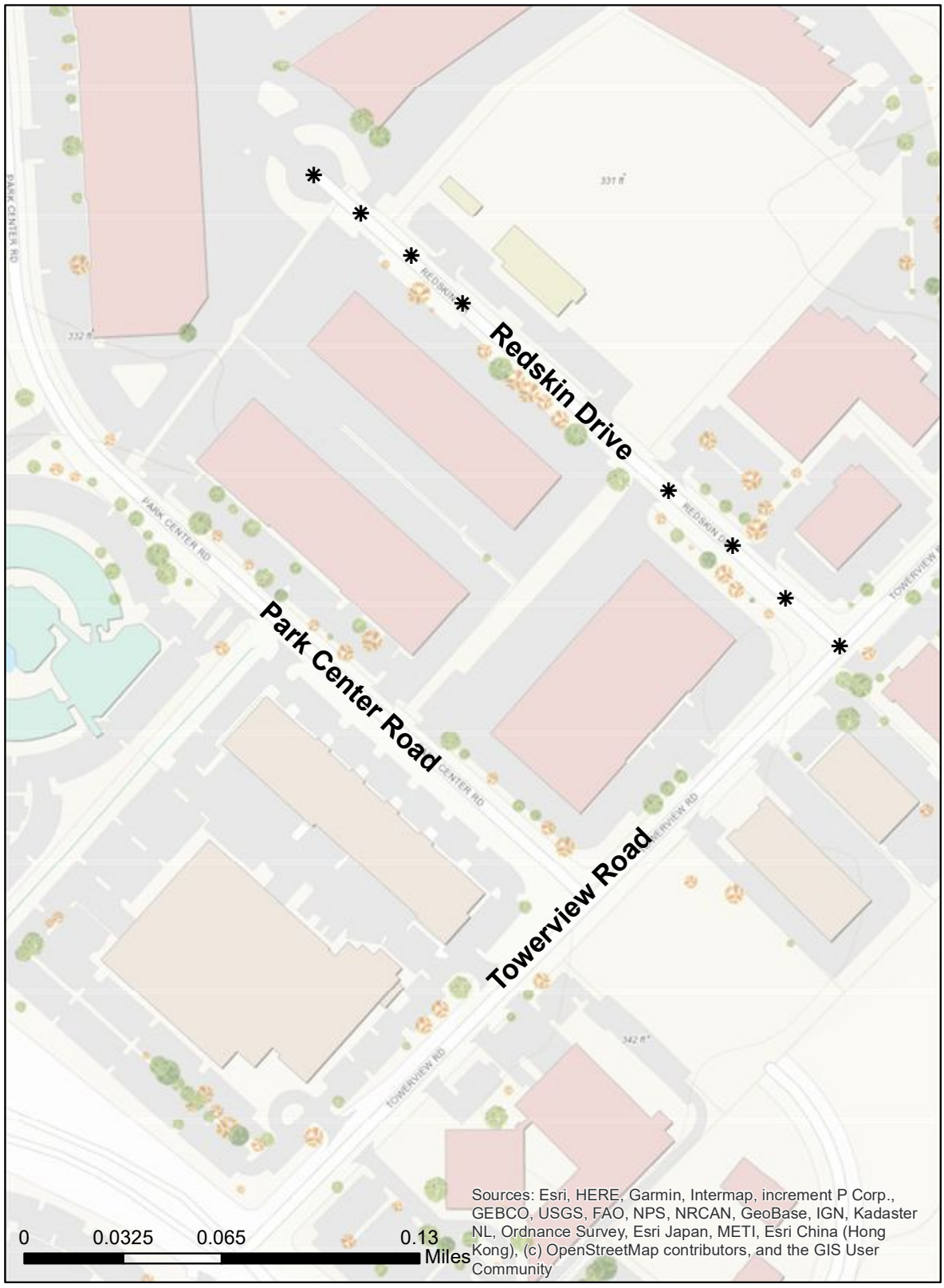
PROJECT	RPIND21002
DATE	DECEMBER 18, 2024
DRAWING SCALE	1" = 100'
DRAWN BY	GSE
APPROVED BY	GSE

SHEET 1 OF 1

ATTACHMENT 6

Vicinity Map
Vacation and Abandonment of Redskin Drive

Sully District



N

Tax Map 24-2

✱ Denotes Areas to be Vacated and Abandoned

Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8243 Gregory Drive to the Virginia Department of Transportation for the Bus Rapid Transit Project (Franconia District)

ISSUE:
Public hearing regarding the conveyance of a portion of Board-owned property at 8243 Gregory Drive to the Virginia Department of Transportation (VDOT) for the Bus Rapid Transit Project.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey the land rights in the Board-owned property to VDOT 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 October 13, 2026, the Board authorized the advertisement of a public hearing on November 17, 2026, at 4:00p.m., to convey the land rights in the Board-owned property to VDOT.

BACKGROUND:
The Board of Supervisors is the owner of an approximately one-acre parcel of land located at 8243 Gregory Drive and identified as Tax Map Parcel No. 1014 04 0007A (Property). The Property is improved with a one-story, 12,400 square foot building and associated parking lot. The building serves as the site of the New Horizons Treatment Center, a 12-bed community residential services program that provides treatment and support services for individuals experiencing mental illness or substance abuse disorders.

VDOT is in the process of acquiring land for the Bus Rapid Transit Project, which involves the construction of a 7.4-mile, nine-station, bus rapid transit line along Richmond Highway from the Huntington Metro Station to Fort Belvoir. To accommodate the new median lanes for bus traffic, VDOT requires the Board to convey 429 square feet of land in fee simple and dedicate permanent waterline and temporary

construction easements of 3,642 square feet and 3,460 square feet, respectively. The Property will remain accessible during the construction of the Project.

VDOT is offering the Board $102,500 as compensation for the dedicated land rights and for remediation of the impacts to the improvements on the Property. This amount includes approximately $37,000 for the repaving of portions of the parking lot and the relocation or replacement of six light poles and five signs.

EQUITY IMPACT:
The transfer of the land rights to VDOT for incorporation into the Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

FISCAL IMPACT:
The $102,500 in consideration from VDOT will be deposited in the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Maps

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing to Convey Certain Land Rights in Board-Owned Property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation for the Bus Rapid Transit Project (Mount Vernon District)

ISSUE:
Public hearing regarding the conveyance of a portion of Board-owned property at 8323 and 8333 Richmond Highway to the Virginia Department of Transportation (VDOT) for the Bus Rapid Transit Project.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey the land rights in the Board-owned property to VDOT 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 October 13, 2026, the Board authorized the advertisement of a public hearing on November 17, 2026, at 4:00p.m., to convey the land rights in the Board-owned property to VDOT.

BACKGROUND:
The Board of Supervisors is the owner of two parcels of land located at 8323 and 8333 Richmond Highway and identified as Tax Map Parcel Nos. 1014 01 0005A and 1014 07 0001 (Property). These parcels total 10.5 acres and encompass the original site of the Mount Vernon High School. The 149,000 square foot school building is being repurposed to serve as a cultural and opportunity center called The Commons Mount Vernon, with programs focusing on recreation, early childhood development, workforce training and community events (The Commons).

VDOT is in the process of acquiring land for the Bus Rapid Transit Project, which involves the construction of a 7.4-mile, nine-station, bus rapid transit line along Richmond Highway from the Huntington Metro Station to Fort Belvoir (project). The Board had previously agreed to transfer 24,300 square feet in road frontage from the Property (Road Frontage) in connection with the approval of the site plan for The Commons. To accommodate the construction impacts caused by the widening of the

highway, VDOT requires the Board to further convey from the Property 429 square feet of land in fee simple and dedicate a sanitary sewer easement consisting of 1,545 square feet, a VDOT utility easement of 500 square feet, a stormwater drainage easement of 273 square feet, and a temporary construction easement of 10,166 square feet.

VDOT is offering the Board $88,735 as compensation for the dedicated land rights that are not associated with the Road Frontage and for the relocation of some existing signs and light poles. Access to The Commons will be available via Maury Place and Mohawk Lane during the entirety of the Project.

EQUITY IMPACT:
The transfer of the land rights to VDOT for incorporation into the Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

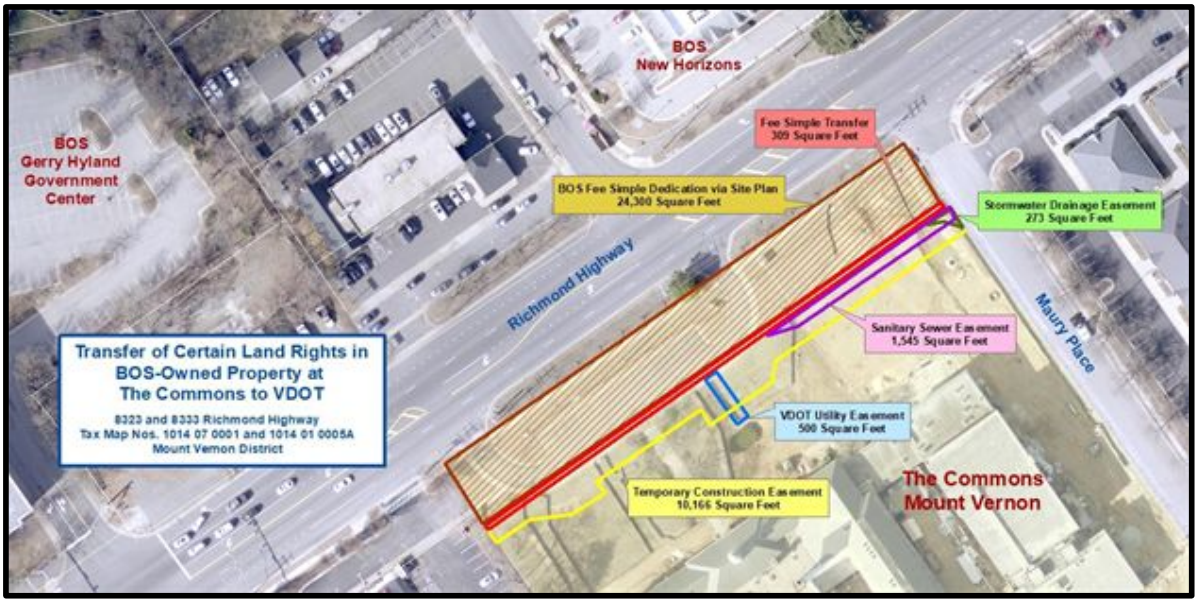
FISCAL IMPACT:
The $88,735 in consideration from VDOT will be deposited in the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 - Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
November 17, 2026

4:00 p.m.

Public Hearing to Consider an Ordinance Amending Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Code of the County of Fairfax, Virginia

ISSUE:
Public hearing to consider an ordinance to amend Articles 7.2 and 17.1 of Chapter 4 (Taxation and Finance) of the Fairfax County Code, effective January 1, 2027.

RECOMMENDATION:
The County Executive recommends that after holding a public hearing, the Board adopt the ordinance to amend Chapter 4 of the Fairfax County Code, with an effective date of January 1, 2027.

TIMING:
On October 13, 2026, the Board authorized the advertisement of a public hearing to be held on November 17, 2026, at 4:00 p.m.

BACKGROUND:
Staff have compiled a list of changes that are needed to resolve inconsistencies between other chapters of the County Code and the Code of Virginia.

The amendments include the following:

- Section 4-7.2-1 (N) and (O) – update to streamline and align to Va. Code Section 58.1-3703(C)(18).

- Section 4-7.2-1 (R) – repealed to align with Virginia State Code.

- Repeal Section 4-17.1-7 (B) – strike section allowing Director of the Department of Tax Administration to approve a filing extension beyond May 1 and ensure uniform authority with other property tax types.

Finally, the proposed changes to the County Code include housekeeping changes to provide updated and clarifying language.

Board Agenda Item
November 17, 2026

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Ordinance, Redline
Attachment 2 – Proposed Ordinance, Clean

STAFF:
Christina Jackson, Deputy County Executive/Chief Financial Officer
Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)
Young Tarry, Deputy Director, DTA
Justin Nejad, Assistant Director, Personal Property and Business License Division, DTA
Amy Tian, Audit Manager, Personal Property and Business License Division, DTA

ASSIGNED COUNSEL:
Daniel Robinson, Deputy County Attorney

AN ORDINANCE AMENDING
ARTICLES 7.2 AND 17.1 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAX AND PERSONAL PROPERTY TAX

Draft of September 15, 2026

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-7.2-1, relating to Business, Professional and Occupational License Tax and 4-17.1-7, relating to Personal Property Tax.

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

1. That Sections 4-7.2-1 and 4-17.1-7 of the Fairfax County Code are amended and readopted as follows:

CHAPTER 4 – Taxation and Finance.

Article 7.2. – Business, Professional and Occupational License Tax.

Section 4-7.2-1. - Definitions and requirements.

(a) General definitions. Except as otherwise provided by Subsection B of this Section, the words and phrases defined in this section when used in this Article shall have the following meanings, unless a different meaning clearly is required by the context:

Affiliated group means:

(1) One or more chains of corporations subject to inclusion connected through stock ownership with a common parent corporation which is a corporation subject to inclusion if:

(A) Stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of each of the corporations subject to inclusion, except the common parent corporation, is owned directly by one or more of the other corporations subject to inclusion; and

(B) The common parent corporation directly owns stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of at least one of the other subject to inclusion corporations. As used in this subdivision, the term "stock" does not include nonvoting stock which is limited and

preferred as to dividends; the phrase "corporation subject to inclusion" means any corporation within the affiliated group irrespective of the state or country of its incorporation; and the term "receipts" includes gross receipts and gross income.

(2) Two or more corporations if five or fewer persons who are individuals, estates or trusts own stock possessing:

(A) At least eighty percent of the total combined voting power of all classes of stock entitled to vote or at least eighty percent of the total value of shares of all classes of the stock of each corporation; and

(B) More than fifty percent of the total combined voting power of all classes of stock entitled to vote or more than fifty percent of the total value of shares of all classes of stock of each corporation, taking into account the stock ownership of each such person only to the extent such stock ownership is identical with respect to each such corporation.

(3) When one or more of the corporations subject to inclusion, including the common parent corporation is a nonstock corporation, the term "stock" as used in this subdivision shall refer to the nonstock corporation membership or membership voting rights, as is appropriate to the context.

Assessment means a determination as to the proper rate of tax, the measure to which the tax rate is applied, and ultimately the amount of tax, including additional or omitted tax, that is due. An assessment shall include a written assessment made pursuant to notice by the Director or a self-assessment made by a taxpayer upon the filing of a return or otherwise not pursuant to notice. Assessments shall be deemed made by the Director when a written notice of assessment is delivered to the taxpayer by the Director or an employee of the Department of Tax Administration, or mailed to the taxpayer at his last known address. Self-assessments shall be deemed made when a return is filed, or if no return is required, when the tax is paid. A return filed or tax paid before the last day prescribed by this Article for the filing or payment thereof shall be deemed to be filed or paid on the last day specified for the filing of a return or the payment of tax, as the case may be.

Base year means the calendar year preceding the license year, except for contractors subject to the provisions of ~~Code of Virginia Section~~Va. Code § 58.1-3715 or for a different period for measuring the gross receipts of a business, such as for beginning businesses filing estimated license applications pursuant to Section 4-7.2-5 of this Article.

Business means a course of dealing which requires the time, attention and labor of the person so engaged for the purpose of earning a livelihood or profit. It implies a continuous and regular course of dealing, rather than an irregular or isolated transaction. A person may be engaged in more than one business. The following acts shall create a rebuttable presumption that a person is engaged in a business: (i) advertising or otherwise holding oneself out to the public as being engaged in a particular business or (ii) filing tax returns, schedules and documents that are required only of persons engaged in a trade or business.

Calendar year means the period beginning on January 1 of each year and ending on December 31 of each year.

Definite place of business means an office or a location at which occurs a regular and continuous course of dealing for thirty consecutive days or more. A definite place of business for a person engaged in business may include a location leased or otherwise obtained from another person on a temporary or seasonal basis and real property leased to another. A person's residence shall be deemed to be a definite place of business if there is no definite place of business maintained elsewhere and the person is not subject to licensure as a peddler or itinerant merchant.

Department of Tax Administration means the Fairfax County Department of Tax Administration.

Director means the Director of the Fairfax County Department of Tax Administration, or the designated agent of the Director.

Financial services means the buying, selling, handling, managing, investing, and providing of advice regarding money, credit, securities, or other investments.

Gross purchases means all goods, wares and merchandise received for sale at each definite place of business of a wholesale merchant. Gross purchases shall include all costs incurred in the manufacture or acquisition of property of any nature or description acquired (i) for resale to retail merchants or (ii) for sale at wholesale to other wholesale merchants, institutional, commercial or industrial users. Gross purchases does not mean any costs incurred for the acquisition of property of any nature or description which, when sold by a wholesale merchant, is subject to taxation by the Virginia Retail Sales and Use Tax Act, ~~*Code of Virginia* Sections~~Va. Code §§ 58.1-600 through 58.1-639.1, as amended, or by any similar retail sales and use tax. A wholesale merchant may elect to report the gross receipts from the sale of manufactured goods, wares and merchandise if it cannot determine the cost of manufacture or chooses not to disclose the cost of manufacture.

Gross receipts means the whole, entire, total receipts, without deduction. Gross receipts consist of the gross receipts from any business, profession, trade, occupation or calling, including cash, credits, fees, commissions, brokerage charges and rentals, and property of any kind, nature or description from either sales made or services rendered without any deduction therefrom on account of cost of the property sold, the cost of material, labor or services or other costs, interest or any expense whatsoever, and such term shall include in case of merchants the amount of the retail value of supplies and goods furnished to or used by the licensee or his family or other person for which no charge is made. Gross receipts include receipts from all sales and services rendered or conducted from a place of business within the County to persons in the County or to persons outside the County and all other receipts from all activities having a taxable situs within the County for local license taxation authorized by Virginia law. For the purposes of this definition, receipts from rendering sales and services to persons include all gross receipts from government agencies, as well as those entities described within the definition of "person" provided by this Section.

License year means the calendar year for which a license is issued for the privilege of engaging in business.

Person means any individual, firm, partnership, corporation, company, association or joint stock association. Person includes any trustee, receiver, assignee or personal representative thereof carrying on or continuing a business, profession, trade, occupation or calling, but shall not include a court-appointed trustee, receiver or personal representative in the liquidation of assets for immediate distribution or a sergeant or sheriff, or any deputy, selling under authority of process or writ of a court of justice.

Real estate services means providing a service with respect to the purchase, sale, lease, rental, or appraisal of real property.

Tax commissioner means the chief executive officer of the Virginia Department of Taxation, or delegated representative.

(b) Special definitions, exclusions and provisions. The general definitions provided by this Article shall be subject to the following limitations, unless a different meaning clearly is required by the context:

(1) Exclusions from the definition of gross receipts:

(A) Gross receipts do not include those receipts excluded by Virginia law pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3703(C).

(B) Gross receipts do not include revenues that are attributable to taxable business activity conducted in another jurisdiction within the Commonwealth of Virginia and the volume attributable to that business activity is deductible pursuant to ~~*Code of Virginia* Sections~~Va. Code § 58.1-3708 and 58.1-3709.

(C) Pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732, gross receipts do not include those amounts not derived from the exercise of the licensed privilege to engage in a business or profession in the ordinary course of business.

(D) Gross receipts do not include revenues that are attributable to business activity with a taxable situs in another jurisdiction not within the Commonwealth of Virginia which shall include any amount attributable to business conducted in another state or foreign country in which the taxpayer is liable for an income or other tax based upon income.

(E) Gross receipts do not include those receipts which are subject to a license tax on the same business activity imposed by a town government in accordance with ~~*Code of Virginia* Section~~ Va. Code § 58.1-3711.

(F) Gross receipts do not include any amounts received and paid to the United States, the Commonwealth or any county, city or town for the Virginia retail sales or use tax, for any local sales tax or any local excise tax on cigarettes, for any federal or state excise taxes on motor fuels.

(G) Gross receipts do not include any amount paid for computer hardware and software that are sold to a United States federal or state government entity provided that such property was purchased within two years of the sale to said entity by the original purchaser who shall have been contractually obligated at the time of purchase to resell such property to a state or federal government entity. This deduction shall not occur until the time of resale and shall apply to only the original cost of the property and not to its resale price, and the deduction shall not apply to any of the tangible personal property which was the subject of the original resale contract if it is not resold to a state or federal government entity in accordance with the original contract obligation.

(H) Gross receipts do not include licenses, admission taxes or pari-mutual wagering pools established under ~~*Code of Virginia* Sections~~ Va. Code §§

59.1-392 or 59.1-393 in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732.1.

(I) Gross receipts do not include any amounts received by a real estate broker which arise from real estate sales transactions to the extent that such amounts are paid to a real estate agent as a commission and the agent is subject to a business license tax on such gross receipts in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-3732.2. Real estate brokers must include all such receipts within their taxable gross as individual real estate agents are not licensed separately under Chapter 4, Article 7.2 of the Fairfax County Code. In addition, gross receipts, when used in connection with Section 4-7.2-34 of this Article, means all commissions received by real estate brokers with respect to the purchase, sale or purchase and sale of any real estate and the management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. ~~After December 31, 1995, g~~Gross receipts, when used in connection with Section 4-7.2-34 of this Article, do not include management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Such receipts are taxable in accordance with Section 4-7.2-23 of this Article.

(J) Gross receipts do not include the value of any trade-in vehicle accepted in trade by a motor vehicle dealer who accepts a trade-in as part of a sale of a motor vehicle pursuant to ~~*Code of Virginia* Section~~ Va. Code § 58.1-3734.1.

(K) Gross receipts do not include all amounts received in the course of conducting the state lottery by a lottery sales agent licensed by the State Lottery Board, but gross receipts do include the compensation actually paid to a lottery sales agent in accordance with the provisions of ~~*Code of Virginia* Section~~ Va. Code § 58.1-4011.

(L) Gross receipts do not include membership dues collected by trade, business, professional, service or civic associations, or other similar nonprofit organizations.

(M) Gross receipts do not include amounts paid by advertising agents and agencies for any customer for advertising space, radio time, television

time, electrical transcription, pressing, art work, engraving, plate, mats, printing stock and postage.

(N) ~~Gross receipts do not include income which is exempt from the federal income tax pursuant to § 501(c)(6) of the United States Internal Revenue Code, as amended. However, this exclusion pertaining to organizations which are exempt from the federal income tax pursuant to § 501(c)(6) of the United States Internal Revenue Code does not exempt unrelated business income received by those organizations which is taxable pursuant to § 501(b) of the United States Internal Revenue Code, as amended.~~[Reserved.]

(O) Gross receipts do not include:

(i) the receipts~~income~~ of a ~~charitable~~ nonprofit organization described in Internal Revenue Code § 501(c)(3) or 501(c)(19) except to the extent an organization has receipts from an unrelated trade or business the income of which is taxable under Internal Revenue Code § 511 et seq. For the purpose of this subsection, "~~charitable~~ nonprofit organization" means an organization which is described in Internal Revenue Code § 501(c)(3) or 501(c)(19) and to which contributions are deductible by the contributor under Internal Revenue Code § 170, except that educational institutions shall be limited to schools, colleges and other similar institutions of learning.

(ii) receipts ~~O~~on or measured by gifts, contributions, and membership dues of a nonprofit organization. Activities conducted for consideration which are similar to activities conducted for consideration by for-profit businesses shall be presumed to be activities that are part of a business subject to licensure. For the purpose of this subsection, "nonprofit organization" means an organization exempt from federal income tax under Internal Revenue Code § 501, other than ~~charitable~~ the nonprofit organizations described in subsection (b)(1)(O)(i).

(P) Gross receipts do not include receipts which are the proceeds of a loan transaction in which the licensee is the obligator, or the return of principal of a loan transaction in which the licensee is the creditor. Gross receipts also do not include the return of principal or basis upon the sale of a capital asset. Gross receipts, when used in connection with or in

respect to financial transactions involving the sale of notes, stocks, bonds or other securities or the loan, collection or advance of money or the discounting of notes, bills or other evidence of debt, mean the gross interest, gross discount, gross commission or other gross receipts earned by means of, or resulting from such financial transactions, but gross receipts do not include any amount received as payment of debt.

(Q) Gross receipts do not include the pass-through funds of any money lender duly organized, registered and doing business as a cooperative association under the Virginia Cooperative Association Act or any corresponding cooperative association act of any other state or the District of Columbia. However, all funds used for operating expenses, retained margins and reserves of any such cooperative association are gross receipts which are taxable in accordance with Section 4-7.2-31 of this Article. Any cooperative money lender whose gross receipts are subject to taxation in accordance with this subparagraph shall submit such documentary proof as required by the Director that the cooperative money lender is duly organized, registered and doing business as a cooperative association in the manner provided herein.

(R) [Reserved.]~~Gross receipts do not include donations, gifts or contributions made without consideration to a nonprofit organization described in Internal Revenue Code § 501.~~

(S) Gross receipts do not include any amounts received from withdrawals from inventory for purposes other than sale or distribution and for which no consideration is received and the occasional sale of assets other than inventory whether or not a gain or loss is recognized for federal purposes.

(T) Gross receipts do not include investment income not directly related to the privilege exercised by a business subject to licensure not classified as rendering financial services. This exclusion shall apply to interest on bank accounts of the business, and to interest, dividends and other income derived from the investment of its own funds in securities and other types of investments unrelated to the licensed privilege. This exclusion shall not apply to interest, late fees and similar income attributable to an installment sale or other transaction that occurred in the regular course of business.

(U) Gross receipts do not include general and administrative intra-company receipts or intra-company reimbursements or transfer payments.

(V) Gross receipts do not include receipts on any venture capital fund or other investment fund, except commissions and fees of such funds. Gross receipts from the sale and rental of real estate and buildings remain taxable.

(W) Gross receipts do not include rebates and discounts taken or received on account of purchases by the licensee. A rebate or other incentive offered to induce the recipient to purchase certain goods or services from a person other than the offeror, and which the recipient assigns to the licensee in consideration of the sale goods and services shall not be considered a rebate or discount to the licensee, but shall be included in the licensee's gross receipts together with any handling or other fees related to the incentive.

(X) Gross receipts do not include any amount representing the liquidation of a debt or conversion of another asset to the extent that the amount is attributable to a transaction previously taxed (e.g., the factoring of accounts receivable created by sales which have been included in taxable receipts even though the creation of such debt and factoring are a regular part of its business).

(Y) Gross receipts do not include any amount representing returns and allowances granted by the business to its customer.

(Z) ~~Effective January 1, 1999, g~~Gross receipts do not include any receipts derived solely from the design, development or other creation of computer software for lease, sale or license ~~shall be subject to an exclusion in the amount set forth in the table below~~. This exclusion shall apply only to those receipts attributed to computer software design, development or creation activities actually performed at a definite place of business within Fairfax County as specified by Section 4-7.2-6.

~~The amount of gross receipts excluded by this section shall be determined as follows:~~

~~TAX YEAR BEGINNING~~	~~PERCENTAGE EXCLUSION~~
~~JANUARY 1, 1999~~	~~33⅓% of software receipts~~

~~JANUARY 1, 2000~~	~~66⅔% of software receipts~~
~~JANUARY 1, 2001~~	~~100% of software receipts~~

(2) Exclusions from the definition of person:

(A) Person does not include:

(i) volunteer fire departments;

(ii) volunteer rescue squads; or

(iii) nonprofit charitable, cultural, educational or recreational organizations which are created to operate a community center, a swimming pool, a tennis court or some other facility or service for the exclusive benefit of the residents of Fairfax County.

(3) Other special provisions:

(A) Notwithstanding the provisions of Section 4-7.2-22 of the Article, every person conducting or engaging in the occupation business, trade or calling of leasing aircraft or flight simulators or providing flight simulation training shall be taxed on the gross receipts of that activity at the annual license tax rate imposed on wholesale merchants by Section 4-7.2-30.

(c) The calculation of gross purchases and gross receipts for annual license tax or fee purposes shall be on a cash, a modified accrual or an accrual basis used for the preceding calendar year, but the basis used for such calculation of gross receipts for each person shall be the same system of accounts used by that person for federal income tax purposes.

(d) Any person claiming the benefit of any exclusion, exemption, restriction or limitation to the taxes or fee imposed by this Article shall bear the burden of showing that the exclusion, exemption, restriction or limitation is applicable to their claim.

(e) Where, before the expiration of the time prescribed for the assessment of any license tax imposed pursuant to state law, both the Director and the taxpayer have consented in writing to its assessment after such time, the tax may be assessed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended

by subsequent agreements in writing made before the expiration of the period previously agreed upon.

(f) Notwithstanding ~~*Code of Virginia* Section~~ Va. Code § 58.1-3903, the Director shall assess the local license tax omitted because of fraud or failure to apply for a license for the current license year and the six preceding license years.

Section 4-17.1-7. – Late filing penalties.

(A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this Article will incur a penalty of ten percent (10%) of the taxes assessable on such personal property for which a return is required or Ten Dollars ($10.00), whichever is greater; provided, however, that the penalty will not, in any case, exceed the amount of the tax assessable. Said penalty will be added to the amount of taxes due. This penalty will not apply to any individual who has registered a motor vehicle, trailer, or semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia Code §§~~Sections~~ 46.2-600 and 46.2-662, regardless of when the DMV forwards registration information to the Director of the Department of Tax Administration.

(B) ~~An extension in time, not to exceed ninety (90) days, for filing tangible business personal property, or machinery and tools may be granted by the Director of the Department of Tax Administration whenever good cause exists. Application for such extension of time must be made prior to the regular May 1 filing deadline. Requests received after May 1 are not to be granted unless it is documented that the delay was in no way the fault of the taxpayer. Failure to file returns within the extended time will cause the taxpayer to be treated the same as if no extension had been granted.~~

~~(C)~~ The Director of the Department of Tax Administration may waive the penalty for failure to file a return if such failure was not the fault of the taxpayer or was the fault of the Director of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

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 will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance will become effective on January 1, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper
Clerk for the Board of Supervisors

AN ORDINANCE AMENDING
ARTICLES 7.2 AND 17.1 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE TAX AND PERSONAL PROPERTY TAX

Draft of September 15, 2026

AN ORDINANCE to amend the Fairfax County Code by amending and readopting Sections 4-7.2-1, relating to Business, Professional and Occupational License Tax and 4-17.1-7, relating to Personal Property Tax.

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

1. That Sections 4-7.2-1 and 4-17.1-7 of the Fairfax County Code are amended and readopted as follows:

CHAPTER 4 – Taxation and Finance.

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(B) The common parent corporation directly owns stock possessing at least eighty percent of the voting power of all classes of stock and at least eighty percent of each class of the nonvoting stock of at least one of the other subject to inclusion corporations. As used in this subdivision, the term "stock" does not include nonvoting stock which is limited and

preferred as to dividends; the phrase "corporation subject to inclusion" means any corporation within the affiliated group irrespective of the state or country of its incorporation; and the term "receipts" includes gross receipts and gross income.

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(B) More than fifty percent of the total combined voting power of all classes of stock entitled to vote or more than fifty percent of the total value of shares of all classes of stock of each corporation, taking into account the stock ownership of each such person only to the extent such stock ownership is identical with respect to each such corporation.

(3) When one or more of the corporations subject to inclusion, including the common parent corporation is a nonstock corporation, the term "stock" as used in this subdivision shall refer to the nonstock corporation membership or membership voting rights, as is appropriate to the context.

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(C) Pursuant to Va. Code § 58.1-3732, gross receipts do not include those amounts not derived from the exercise of the licensed privilege to engage in a business or profession in the ordinary course of business.

(D) Gross receipts do not include revenues that are attributable to business activity with a taxable situs in another jurisdiction not within the Commonwealth of Virginia which shall include any amount attributable to business conducted in another state or foreign country in which the taxpayer is liable for an income or other tax based upon income.

(E) Gross receipts do not include those receipts which are subject to a license tax on the same business activity imposed by a town government in accordance with Va. Code § 58.1-3711.

(F) Gross receipts do not include any amounts received and paid to the United States, the Commonwealth or any county, city or town for the Virginia retail sales or use tax, for any local sales tax or any local excise tax on cigarettes, for any federal or state excise taxes on motor fuels.

(G) Gross receipts do not include any amount paid for computer hardware and software that are sold to a United States federal or state government entity provided that such property was purchased within two years of the sale to said entity by the original purchaser who shall have been contractually obligated at the time of purchase to resell such property to a state or federal government entity. This deduction shall not occur until the time of resale and shall apply to only the original cost of the property and not to its resale price, and the deduction shall not apply to any of the tangible personal property which was the subject of the original resale contract if it is not resold to a state or federal government entity in accordance with the original contract obligation.

(H) Gross receipts do not include licenses, admission taxes or pari-mutual wagering pools established under Va. Code §§ 59.1-392 or 59.1-393 in accordance with the provisions of Va. Code § 58.1-3732.1.

(I) Gross receipts do not include any amounts received by a real estate broker which arise from real estate sales transactions to the extent that such amounts are paid to a real estate agent as a commission and the agent is subject to a business license tax on such gross receipts in accordance with the provisions of Va. Code § 58.1-3732.2. Real estate brokers must include all such receipts within their taxable gross as individual real estate agents are not licensed separately under Chapter 4, Article 7.2 of the Fairfax County Code. In addition, gross receipts, when used in connection with Section 4-7.2-34 of this Article, means all commissions received by real estate brokers with respect to the purchase, sale or purchase and sale of any real estate and the management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Gross receipts, when used in connection with Section 4-7.2-34 of this Article, do not include management fees paid by real estate agents to real estate brokers as established in accord with a contractual agreement between the broker and the agents of that broker. Such receipts are taxable in accordance with Section 4-7.2-23 of this Article.

(J) Gross receipts do not include the value of any trade-in vehicle accepted in trade by a motor vehicle dealer who accepts a trade-in as part of a sale of a motor vehicle pursuant to Va. Code § 58.1-3734.1.

(K) Gross receipts do not include all amounts received in the course of conducting the state lottery by a lottery sales agent licensed by the State Lottery Board, but gross receipts do include the compensation actually paid to a lottery sales agent in accordance with the provisions of Va. Code § 58.1-4011.

(L) Gross receipts do not include membership dues collected by trade, business, professional, service or civic associations, or other similar nonprofit organizations.

(M) Gross receipts do not include amounts paid by advertising agents and agencies for any customer for advertising space, radio time, television time, electrical transcription, pressing, art work, engraving, plate, mats, printing stock and postage.

(N) [Reserved.]

(O) Gross receipts do not include:

(i) the receipts of a nonprofit organization described in Internal Revenue Code § 501(c)(3) or 501(c)(19) except to the extent an organization has receipts from an unrelated trade or business the income of which is taxable under Internal Revenue Code § 511 et seq. For the purpose of this subsection, " nonprofit organization" means an organization which is described in Internal Revenue Code § 501(c)(3) or 501(c)(19) and to which contributions are deductible by the contributor under Internal Revenue Code § 170, except that educational institutions shall be limited to schools, colleges and other similar institutions of learning.

(ii) receipts on or measured by gifts, contributions, and membership dues of a nonprofit organization. Activities conducted for consideration which are similar to activities conducted for consideration by for-profit businesses shall be presumed to be activities that are part of a business subject to licensure. For the purpose of this subsection, "nonprofit organization" means an organization exempt from federal income tax under Internal Revenue Code § 501, other than the nonprofit organizations described in subsection (b)(1)(O)(i).

(P) Gross receipts do not include receipts which are the proceeds of a loan transaction in which the licensee is the obligator, or the return of principal of a loan transaction in which the licensee is the creditor. Gross receipts also do not include the return of principal or basis upon the sale of a capital asset. Gross receipts, when used in connection with or in respect to financial transactions involving the sale of notes, stocks, bonds or other securities or the loan, collection or advance of money or the discounting of notes, bills or other evidence of debt, mean the gross interest, gross discount, gross commission or other gross receipts earned by means of, or resulting from such financial transactions, but gross receipts do not include any amount received as payment of debt.

(Q) Gross receipts do not include the pass-through funds of any money lender duly organized, registered and doing business as a cooperative association under the Virginia Cooperative Association Act or any corresponding cooperative association act of any other state or the District of Columbia. However, all funds used for operating expenses, retained margins and reserves of any such cooperative association are gross receipts which are taxable in accordance with Section 4-7.2-31 of this Article. Any cooperative money lender whose gross receipts are

subject to taxation in accordance with this subparagraph shall submit such documentary proof as required by the Director that the cooperative money lender is duly organized, registered and doing business as a cooperative association in the manner provided herein.

(R) [Reserved.]

(S) Gross receipts do not include any amounts received from withdrawals from inventory for purposes other than sale or distribution and for which no consideration is received and the occasional sale of assets other than inventory whether or not a gain or loss is recognized for federal purposes.

(T) Gross receipts do not include investment income not directly related to the privilege exercised by a business subject to licensure not classified as rendering financial services. This exclusion shall apply to interest on bank accounts of the business, and to interest, dividends and other income derived from the investment of its own funds in securities and other types of investments unrelated to the licensed privilege. This exclusion shall not apply to interest, late fees and similar income attributable to an installment sale or other transaction that occurred in the regular course of business.

(U) Gross receipts do not include general and administrative intra-company receipts or intra-company reimbursements or transfer payments.

(V) Gross receipts do not include receipts on any venture capital fund or other investment fund, except commissions and fees of such funds. Gross receipts from the sale and rental of real estate and buildings remain taxable.

(W) Gross receipts do not include rebates and discounts taken or received on account of purchases by the licensee. A rebate or other incentive offered to induce the recipient to purchase certain goods or services from a person other than the offeror, and which the recipient assigns to the licensee in consideration of the sale goods and services shall not be considered a rebate or discount to the licensee, but shall be included in the licensee's gross receipts together with any handling or other fees related to the incentive.

(X) Gross receipts do not include any amount representing the liquidation of a debt or conversion of another asset to the extent that the amount is attributable to a transaction previously taxed (e.g., the factoring of accounts receivable created by sales which have been included in taxable receipts even though the creation of such debt and factoring are a regular part of its business).

(Y) Gross receipts do not include any amount representing returns and allowances granted by the business to its customer.

(Z) Gross receipts do not include any receipts derived solely from the design, development or other creation of computer software for lease, sale or license. This exclusion shall apply only to those receipts attributed to computer software design, development or creation activities actually performed at a definite place of business within Fairfax County as specified by Section 4-7.2-6.

(2) Exclusions from the definition of person:

(A) Person does not include:

(i) volunteer fire departments;

(ii) volunteer rescue squads; or

(iii) nonprofit charitable, cultural, educational or recreational organizations which are created to operate a community center, a swimming pool, a tennis court or some other facility or service for the exclusive benefit of the residents of Fairfax County.

(3) Other special provisions:

(A) Notwithstanding the provisions of Section 4-7.2-22 of the Article, every person conducting or engaging in the occupation business, trade or calling of leasing aircraft or flight simulators or providing flight simulation training shall be taxed on the gross receipts of that activity at the annual license tax rate imposed on wholesale merchants by Section 4-7.2-30.

(c) The calculation of gross purchases and gross receipts for annual license tax or fee purposes shall be on a cash, a modified accrual or an accrual basis used for the preceding calendar year, but the basis used for such calculation of gross receipts for each person shall be the same system of accounts used by that person for federal income tax purposes.

(d) Any person claiming the benefit of any exclusion, exemption, restriction or limitation to the taxes or fee imposed by this Article shall bear the burden of showing that the exclusion, exemption, restriction or limitation is applicable to their claim.

(e) Where, before the expiration of the time prescribed for the assessment of any license tax imposed pursuant to state law, both the Director and the taxpayer have consented in writing to its assessment after such time, the tax may be assessed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended by subsequent agreements in writing made before the expiration of the period previously agreed upon.

(f) Notwithstanding Va. Code § 58.1-3903, the Director shall assess the local license tax omitted because of fraud or failure to apply for a license for the current license year and the six preceding license years.

Section 4-17.1-7. – Late filing penalties.

(A) Persons failing to file a personal property tax return as required by Section 4-17.1-6 of this Article will incur a penalty of ten percent (10%) of the taxes assessable on such personal property for which a return is required or Ten Dollars ($10.00), whichever is greater; provided, however, that the penalty will not, in any case, exceed the amount of the tax assessable. Said penalty will be added to the amount of taxes due. This penalty will not apply to any individual who has registered a motor vehicle, trailer, or semitrailer with the DMV within 30 days of purchase or transfer, as required by Virginia Code §§ 46.2-600 and 46.2-662, regardless of when the DMV forwards registration information to the Director of the Department of Tax Administration.

(B) The Director of the Department of Tax Administration may waive the penalty for failure to file a return if such failure was not the fault of the taxpayer or was the fault of the Director of the Department of Tax Administration as the case may be. The burden of proof in all cases is with the applicant for waiver.

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 will not affect the other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

3. That this Ordinance will become effective on January 1, 2027.

GIVEN under my hand this _____ day of _____, 2026

_____

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
November 17, 2026

4:30 p.m.

Public Hearing 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:
On November 4, 2026, the Planning Commission voted 10-0 (Commissioners Clarke and Landgraf were absent from the meeting) to recommend to the Board of Supervisors adoption of the proposed Zoning Ordinance Amendment for Accessory Living Units as set forth in the Staff Report dated September 29, 2026, with the staff recommended options, except with the following revisions to subsection 4102.7.B:

- Retain subsection (2) to read as shown in Option 2 of the Staff Report, “Either the accessory living unit or the principal dwelling unit must be owner-occupied at the time an accessory living unit is established.”;

- Revise subsection (4) to read, “The accessory living unit may be occupied by no more than four people.”;

- Retain subsection (10) to read as shown in Option 2 of the Staff Report, “The property must provide the number of on-site parking spaces(s) required for the principal dwelling unit as specified in Article 6.”; and

- Revise subsection (13)(b) to read, “Detached on a lot that is a minimum of 15,000 square feet in size.” And revise subsection (15)(a)1 to read, “A detached structure on a lot less than 15,000 square feet; or.”

And that the amendment become effective at 12:01 a.m. the day following adoption.

The Planning Commission also voted 10-0 (Commissioners Clarke and Landgraf were absent from the meeting) to recommend to the Board of Supervisors the following follow-on motions:

- That the Board of Supervisors add the review of accessory structure building height to next year’s Zoning Ordinance Work Program;

- That the Board of Supervisors direct staff to collect data on ALUs that are constructed and on reported obstacles to construction and issue a report to the Board of Supervisors by December 31, 2028, with research and recommendations for additional revisions to the ALU Zoning Ordinance standards; and

- That the Board of Supervisors direct staff to create and make widely available a package with helpful information about the steps needed in constructing and establishing an ALU to include checklists of County and other requirements, as well as drawings and pictures, as pertinent, to provide visual representation of the requirements. Further, this package should be completed in consultation with homeowner or civic associations.

TIMING:
The Board authorized advertisement of the public hearings for this amendment on September 29, 2026. The Planning Commission public hearing will be held on October 29, 2026, at 7:30 p.m. The Board public hearing will be held on November 17, 2026, at 4:30 p.m.

BACKGROUND:
The amendment proposes to update the ALU regulations. The amendment proposes to streamline processes, 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 ALU approvals. Building permits will still be required in many instances.
- Remove the renewal and recordation requirements for both by-right and special permit ALU 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 (0.83 acre) in size and with special permit approval on a smaller lot. Approximately five percent of the single-family detached dwellings in the County are on lots of two acres or more, and an additional nine percent are on lots 36,000 square feet to two acres in size.
- 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, the general standards include a 20-foot height limit, and a maximum cumulative square footage. For lots that are 36,000 square feet or larger, the amendment would add a requirement for 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 for staff and reduced regulatory barriers to residents outweigh the minor reduction to General Fund revenue as a result of this amendment.

ENCLOSED DOCUMENTS:
Attachment 1 – Planning Commission Actions
October 29, 2026:
https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/Assets/Documents/PDF/2026%20action%20items/PCAction102926ACCESSORYLIVINGUNITS.pdf
November 4, 2026:
https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/Assets/Documents/PDF/2026%20action%20items/PCAction110426ZOAAccessoryLivingUnits.pdf
Attachment 2 – Staff Report
https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC26&ID2=00000&ID3=01IEG&agency=FFX&SeqNo=6940587

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

Board Agenda Item
November 17, 2026

4:30 p.m.

Public Comment on Issues of Concern