FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 15, 2026

AGENDA

9:30	**Done**	Presentations
10:00	**Done**	Matters Presented by Board Members
10:30	**Approved**	Public Hearing on the County and Schools' FY 2026 Carryover Review to Amend the Appropriation Level in the FY 2027 Revised Budget Plan
10:30	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Providence Street (Providence District)
2	**Approved**	Supplemental Appropriation Resolution AS 27076 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for GRVTY, Inc. (Providence District)
3	**Approved**	Supplemental Appropriation Resolution AS 27074 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for Blue Sky Innovators Inc. (Hunter Mill District)
4	**Approved**	Supplemental Appropriation Resolution AS 27075 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for Umbra Lab, Inc. (Hunter Mill District)
5	**Approved**	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Branch at Hickory Hollow Lane Stream Restoration Project (Providence District)
6	**Approved**	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Piney Run Tributary at Lamplighter Way Stream Restoration Project (Hunter Mill District)

	ADMINISTRATIVE ITEMS (continued)	
7	**Approved**	Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Forest Hill Drive (Braddock District)
8	**Approved**	Authorization to Advertise a Public Hearing to Terminate a Lease with Crown Castle for a Telecommunications Monopole at 3721 Stonecroft Boulevard (Sully District)
9	**Approved**	Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of a Sanitary District to Remove Vacuum Leaf Collection Service from Walnut Hill Community (Mason District)
10	**Approved**	Authorization to Advertise a Public Hearing for the Contraction of a Sanitary District to Remove 6614 Edsall Road Sanitary District from Refuse/Recycling Collection Service (Mason District)
11	**Approved**	Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include 1941 Valley Wood Road for Refuse/Recycling Collection Service (Dranesville District)
12	**Approved**	Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include 1945 Valley Wood Road for Refuse/Recycling Collection Service (Dranesville District)
13	**Approved**	Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include Ivy Hill Drive Area for Refuse/Recycling Collection Service (Dranesville District)
14	**Approved**	Authorization to Advertise a Public Hearing for the Contraction of a Sanitary District to Remove 612 N Oak Street from Refuse/Recycling Collection Service (Dranesville District)
15	**Approved**	Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of a Sanitary District to Remove Vacuum Leaf Collection Service from Woodland Terrace Area (Dranesville District)
	ACTION ITEMS	
1	**Approved**	Endorsement of Design Plans for the Route 7/Culmore Sidewalk Segment 1 Project (Mason District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 15, 2026

	ACTION ITEMS (continued)	
2	**Approved**	Endorsement of Design Plans for the Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project (Franconia District)
3	**Approved**	Authorization to Execute a Memorandum of Agreement Between the Friends of Fairfax County Animal Shelter, Inc., and the Board of Supervisors of Fairfax County
	CONSIDERATION ITEMS	
1	**Approved**	Fairfax County Police Civilian Review Panel Amended Bylaws
	CLOSED SESSION	
	Held	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on RZ-2017-HM-020 (RZPA-2025-HM-00031) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)
3:30	**Approved**	Public Hearing on PRC-2017-HM-020 (RZPA-2025-HM-00031) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)
3:30	**Approved**	Public Hearing on PRC-86-C-121-8 (RZPA-2025-HM-00043) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 15, 2026

	PUBLIC HEARINGS (continued)	
3:30	**Approved**	Public Hearing on CP-86-C-121-16 (RZPA-2025-HM-00033) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)
3:30	**Approved**	Public Hearing on PRC-86-C-121-7 (RZPA-2025-HM-00044) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/ CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)
3:30	**Approved**	Public Hearing on CPA-86-C-121-14-02 (RZPA-2025-HM-00032) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044) and PCA-74-2-113-05)
3:30	**Approved**	Public Hearing on PCA-74-2-113-05 (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/ CPA-86-C-121-14-02 (RZPA-2025-HM-00032)
3:30	**Approved**	Public Hearing on RZ-2025-PR-00001 (B9 Sequoia Prosperity Owner LLC and PM Homes Associates LLC) (Providence District) (Concurrent with PCA-74-7-047-4)
3:30	**Approved**	Public Hearing on PCA-74-7-047-4 (B9 Sequoia Prosperity Owner LLC and PM Homes Associates LLC) (Providence District) (Concurrent with RZ-2025-PR-00001)
3:30	**Approved**	Public Hearing on SE-2026-PR-00019 (DICK'S Sporting Goods, Inc.) (Providence District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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	PUBLIC HEARINGS (continued)	
3:30	**Approved**	Public Hearing on PCA-84-L-020-29/CDPA-84-L-020-10 (RZPA-2025-FR-00035) (BP Kingstowne Office Building T LLC) (Franconia District)
4:00	**Approved**	Public Hearing on Proposed Plan Amendment SSPA 2023-I-2J, Merrifield at Dunn Loring Station Apartments (Providence District)
4:00	**Approved**	Public Hearing to Consider Amendments to The Code of the County of Fairfax Virginia, Chapter 46 (Health or Safety Menaces) to Establish Regulations for Criminal Blight

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
September 15, 2026

9:30 a.m.

PRESENTATIONS

PROCLAMATION — To designate September 14–18, 2026, as Disability Voting Rights Week in Fairfax County. Requested by Chairman McKay, Supervisor Sizemore Heizer and Supervisor Palchik.

PROCLAMATION — To designate September 2026 as Suicide Awareness Month in Fairfax County. Requested by Chairman McKay, Vice-Chairman Smith, Supervisor Lusk, Supervisor Sizemore Heizer and Supervisor Palchik.

PROCLAMATION — To designate September 2026 as Sickle Cell Awareness Month in Fairfax County. Requested by Chairman McKay, Supervisor Lusk and Supervisor Palchik.

PROCLAMATION — To designate September 15–October 15, 2026, as Hispanic Heritage Month in Fairfax County. Requested by Chairman McKay, Supervisor Jimenez and Supervisor Palchik.

PROCLAMATION — To designate September 2026 as Hunger Action Month in Fairfax County. Requested by Chairman McKay, Supervisor Lusk, Supervisor Sizemore Heizer and Supervisor Palchik

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

Board Agenda Item
September 15, 2026

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
September 15, 2026

10:30 a.m.

Public Hearing on the County and Schools' FY 2026 Carryover Review to Amend the Appropriation Level in the FY 2027 Revised Budget Plan

ISSUE:
Public Hearing and Board action on the County and Schools' *FY 2026 Carryover Review.*

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations included in the County and Schools' *FY 2026 Carryover Review.*

TIMING:
The public hearing has been advertised for 10:30 a.m. on September 15, 2026. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:
On August 25, 2026, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 15, 2026, regarding the County and Schools' Carryover Review. Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2027 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:
The *FY 2026 Carryover Review* was sent electronically on August 3, 2026, and is available at: https://www.fairfaxcounty.gov/budget/fy-2026-carryover-budget-package.

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

Board Agenda Item
September 15, 2026

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 1

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

- Two Speed Humps on Providence Street (Providence District)

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

TIMING:
Board action is requested on September 15, 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 July 15, 2026, FCDOT received verification from the Providence District Supervisor's office confirming community support for the Providence Street traffic calming plan.

<u>EQUITY IMPACT</u>:
None.

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

<u>ENCLOSED DOCUMENTS</u>:
Attachment 1: Traffic Calming Resolution for Providence Street.
Attachment 2: Traffic Calming Plan for Providence Street.

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

Attachment 1

RESOLUTION

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

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, September 15, 2026, at which a quorum was present and voting, the following resolution was adopted:

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

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

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

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

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

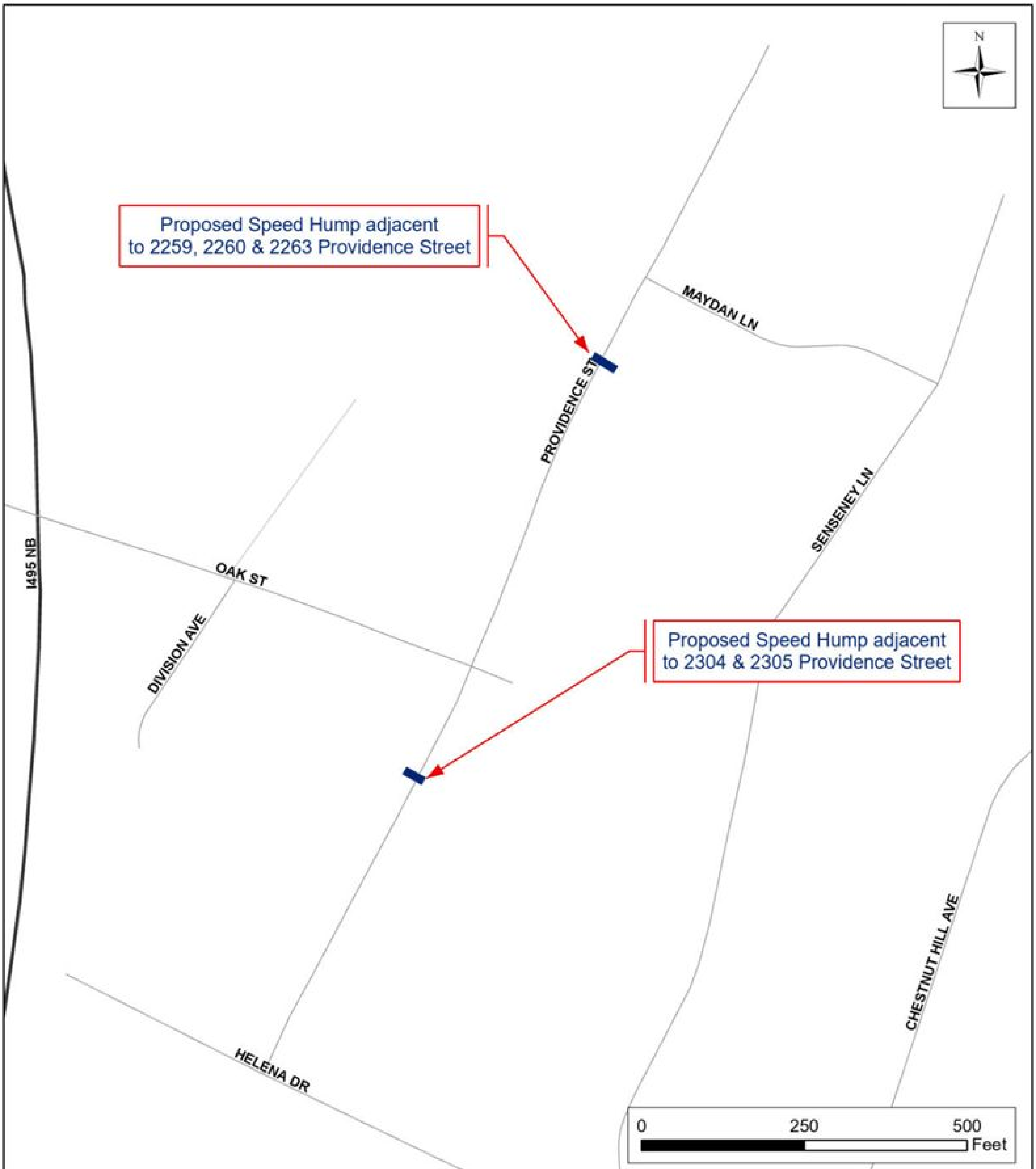
NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Providence Street as part of FCDOT's Residential Traffic Administration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

ADOPTED this 15th day of September, 2026.

A Copy Teste:

____
Jill G. Cooper
Clerk for the Board of Supervisors

Attachment 2



Tax Map: 39-4

July 2026

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

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 2

Supplemental Appropriation Resolution AS 27076 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for GRVTY, Inc. (Providence District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 27076 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $800,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund for GRVTY, Inc. GRVTY is located in the Providence District at 8270 Greensboro Drive, Tysons, VA 22102. This grant will assist the County with the expansion of GRVTY's new headquarters. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements scheduled in the Providence District that are valued at a minimum of $800,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 27076 for the FCEDA to accept grant funding in the amount of $800,000 to convey to GRVTY as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements in the Providence District valued at a minimum of $800,000. The transportation infrastructure improvements identified for the grant match are already planned in Fund 30040, Contributed Roadway Improvements, in the Lincoln Street project (2G40-057-000) and will not require any additional County funding.

TIMING:
Board approval is requested on September 15, 2026.

BACKGROUND:
GRVTY is a defense technology company headquartered in Tysons, Virginia. The company develops automated intelligence, surveillance, reconnaissance and targeting platforms, software and data solutions that support defense, intelligence and homeland security missions. Its technologies are designed to help customers analyze information, make informed decisions and respond more quickly to operational needs. GRVTY's

workforce provides mission, technical and engineering expertise in support of national security.

The company was recently evaluating locations for its headquarters, and FCEDA worked with the VEDP and GRVTY to win this competitive opportunity in the Providence District. The project is expected to result in the creation of 200 new jobs and a capital investment of $8 million in Fairfax County. As part of the negotiations, the VEDP supported GRVTY's headquarters within Fairfax County with a grant from the Commonwealth's Development Opportunity Fund. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and VEDP, that the projected growth occurs. Funding in the amount of $800,000 will be provided to Fairfax County to be allocated to GRVTY as 10 percent ($80,000) for the Capital Investment Target and 90 percent ($720,000) for the Company's New Jobs Target, as outlined in the Performance Agreement.

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

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

- Virginia Jobs Investment Program estimated at $120,000.

<u>EQUITY IMPACT</u>:
None.

<u>FISCAL IMPACT</u>:
Once the Commonwealth of Virginia has determined that GRVTY has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and GRVTY, funding in the amount of $800,000 will be provided to Fairfax County to be made available to GRVTY for the costs of the tenant build-out of its facility in Tysons as permitted by Section 2.2-115(C) of the Code of Virginia and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax County must move forward with the Lincoln Street project (2G40-057-000) in Fund 30040, Contributed Roadway Improvements. This improvement has already been identified and planned within the Fairfax County Department of Transportation. This action does not increase the

expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2027.

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

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 27076

STAFF:
Jennifer Miller, Deputy County Executive
Alex Thalacker, Assistant Director, Fairfax County Economic Development Authority (FCEDA)
Alex Sanchez, Strategic Initiatives Manager, FCEDA

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") is entered into by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **GRVTY, INC.**, a Delaware corporation authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $800,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to construct, expand, equip, improve, and operate a headquarters and operations facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

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

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

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $8,000,000, of which approximately $4,000,000 will be invested in furniture, fixtures, and business personal property, and approximately $4,000,000 will be invested in the construction, expansion, and up-fit of the buildings for the Facility;

WHEREAS, the construction, expansion, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 200 New Jobs at the Facility; and

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

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

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

Section 1. Definitions.

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

"Average Annual Wage" means the average annual salary of new full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to new full-time positions at the Facility by the number of new full-time positions at the Facility.

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building construction, expansion, improvement, and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of February 1, 2026.

"Capital Investment Target" means that the Company has made or caused to be made and Maintained Capital Investments of at least $8,000,000.

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

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

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

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an Average Annual Wage of at least $171,200. No job shall be counted as a New Job for purposes of determining full or partial achievement of the New Jobs Target if its inclusion in the calculation of the Average Annual Wage causes the Average Annual Wage to be less than $171,200. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the Company's 86 full-time jobs in the Commonwealth as of February 1, 2026.

"New Jobs Target" means that the Company has created and Maintained at least 200 New Jobs.

"Performance Date" means March 31, 2031.

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

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

Section 2. <u>Targets; Statutory Criteria</u>.

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

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

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The Average Annual Wage of the New Jobs of at least $171,200 is more than the prevailing average annual wage in the Locality of $114,292, as of September 24, 2025, the date of the preliminary approval of the project. The Locality is not a high-unemployment locality, with an unemployment rate of 2.5% as compared to the 2024 statewide unemployment rate of 2.9%. The Locality is not a high-poverty locality, with a poverty rate of 6.1% as compared to the 2023 statewide poverty rate of 10.2%.

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

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

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

Section 3. <u>Disbursement of COF Grant</u>.

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

The COF Grant is to be allocated as 10% ($80,000) for the Company's Capital Investment Target, and 90% ($720,000) for the Company's New Jobs Target.

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

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

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

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

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

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all $800,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example:

1. If as of the Performance Date, only $7,200,000 of the Capital Investment has been made and Maintained (reflecting achievement of 90% of the Capital Investment Target), and

2. only 150 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), then

3. the Company will receive $72,000 (reflecting 90% of the $80,000 of the COF Grant allocated to the Capital Investment Target),

4. *plus* $540,000 (reflecting 75% of the $720,000 of the COF Grant allocated to the New Jobs Target,

5. for a total of $612,000.

These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

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

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

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

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

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

Category of Incentive:	Total Amount
COF Grant	$800,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$120,000

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

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

Category of Incentive:	Total Amount
Infrastructure Improvements	$800,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $800,000 COF Grant local match requirement (or the actual amount of the COF Grant disbursed, if less than $800,000), the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

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

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. The Performance Reports are due by each July 1, commencing July 1, 2027, reflecting the Company's progress toward the Targets as of the prior March 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

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

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

Section 6. Verification of Targets.

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

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

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

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

Section 7. **<u>Possible Termination of this Agreement and Redeployment of COF Grant Proceeds</u>.** If the Locality, the Authority, or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority, or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under the U.S. Bankruptcy Code, issuance of a notice under the Worker Adjustment and Retraining Notification Act (29 U.S.C. §§ 2101 et seq.), the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

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

if to the Company, to:

GRVTY, Inc.
8270 Greensboro Drive
Suite 600
McLean, VA 22102
Email: sotchet@grvty.com
Attention: Sarah Otchet, CFO

with a copy to:

GRVTY, Inc.
8270 Greensboro Drive
Suite 600
McLean, VA 22102
Email: hrosenberger@grvty.com
Attention: Heather Rosenberger, Director of Contracts

if to the Locality, to:	with a copy to:
County of Fairfax, Virginia 12000 Government Center Pkwy Fairfax, Virginia 22035 Attention: County Executive	County of Fairfax, Virginia 12000 Government Center Pkwy Fairfax, Virginia 22035 Attention: County Attorney
if to the Authority, to:	with a copy to:
Fairfax County Economic Development Authority 8270 Greensboro Drive Suite 850 Tysons, Virginia 22102 Email: vhoskins@fceda.org Attention: President and CEO	Fairfax County Economic Development Authority 8270 Greensboro Drive Suite 850 Tysons, Virginia 22102 Email: anissinen@fceda.org Attention: Senior Vice President
if to VEDP, to:	with a copy to:
Virginia Economic Development Partnership One James Center, Suite 900 901 East Cary Street Richmond, Virginia 23219 Email: ceo@vedp.org Attention: President and CEO	Virginia Economic Development Partnership One James Center, Suite 900 901 East Cary Street Richmond, Virginia 23219 Email: generalcounsel@vedp.org Attention: General Counsel

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

Section 9. <u>Miscellaneous</u>.

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement will become effective as of the date of the last signature below. The date on which the final party signs this Agreement, as indicated next to or below that party's signature, will be considered the "Effective Date."

COUNTY OF FAIRFAX, VIRGINIA

By ______________________
Name: Bryan J. Hill
Title: County Executive
Date: 5/19/2026

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Signed by:
By ______________________
714297F8A4ED42E...
Name: Victor Hoskins
Title: President and CEO
Date: May 14, 2026

GRVTY, INC.

By ______________________
Name: Sarah Otchet
Title: CFO
Date: July 15, 2026

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By ______________________
Name: Jason El Koubi
Title: President and CEO
Date: 07/25/2026

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

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

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

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

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

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ______________________________

Submitted By: ______________________________
Signature of Official

Name: ______________________________
Print Name

Title: ______________________________

Date: ____________________

Please return to:

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

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

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

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

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

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ______________________________

Submitted By: ______________________________
Signature of Official

Name: ______________________________
Print Name

Title: ______________________________

Date: ____________________

Please return to:

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

GRVTY Inc. COF Performance Agreement (FINAL)(SIGNED)

Final Audit Report 2026-07-25

Created:	2026-07-22 (Eastern Daylight Time)
By:	Vickie Tilkey (vtilkey@vedp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqZ0inE8qsHcMWMdlCyk_xNyjM_xY3_Tb

"GRVTY Inc. COF Performance Agreement (FINAL)(SIGNED)" History

Document created by Vickie Tilkey (vtilkey@vedp.org)
2026-07-22 - 8:16:43 AM EDT

This is a PDF/A-2b compliant workflow.
2026-07-22 - 8:16:48 AM EDT

Document emailed to Jason El Koubi (jelkoubi@vedp.org) for signature
2026-07-22 - 8:17:53 AM EDT

Email viewed by Jason El Koubi (jelkoubi@vedp.org)
2026-07-25 - 5:05:17 PM EDT

Document e-signed by Jason El Koubi (jelkoubi@vedp.org)
Signature Date: 2026-07-25 - 5:10:39 PM EDT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-25 - 5:10:39 PM EDT

Attachment 2

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 27076

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 15, 2026, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2027, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	E1616, Economic Development Authority	
Grant:	1160024-2026, GRVTY, Inc.	$800,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$800,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Economic Development Partnership Authority, $800,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE – 3

Supplemental Appropriation Resolution AS 27074 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for Blue Sky Innovators Inc. (Hunter Mill District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 27074 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $840,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund for Blue Sky Innovators Inc. Blue Sky Innovators is located in the Hunter Mill District at 12120 Sunset Hills Road, Reston, VA 20191. This grant will assist the County with the expansion of Blue Sky Innovators' headquarters. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements scheduled in the Hunter Mill District that are valued at a minimum of $840,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 27074 for the FCEDA to accept grant funding in the amount of $840,000 to convey to Blue Sky Innovators as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements in the Hunter Mill District valued at a minimum of $840,000. The transportation infrastructure improvements identified for the grant match are already planned in Fund 30050, Transportation Improvements, in the Bluemont Way Sidewalk from Discovery Street Pedestrian Bridge Walkway to Reston Parkway project (5G25-062-011) and will not require any additional County funding.

TIMING:
Board approval is requested on September 15, 2026.

BACKGROUND:
Blue Sky Innovators is a defense technology firm specializing in artificial intelligence and machine learning, cybersecurity, space, and electronic warfare capabilities for the U.S. Department of Defense and Intelligence Community. Founded in 2016, the company focuses on bridging advanced research and real-world operations by rapidly

prototyping technologies that support national security missions. Its work helps transition emerging capabilities from experimentation and lab development into practical applications for warfighters and intelligence analysts.

The company recently evaluated locations for its headquarters expansion. FCEDA worked with VEDP and Blue Sky Innovators to win this competitive opportunity in the Hunter Mill District. The project is expected to result in the creation of 175 new jobs and a capital investment of $7 million in Fairfax County. As part of the negotiations, VEDP supported the expansion of Blue Sky Innovators' headquarters within Fairfax County with a grant from the Commonwealth's Development Opportunity Fund. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and VEDP, that the projected growth occurs by March 31, 2031. Funding in the amount of $840,000 will be provided to Fairfax County to be allocated to Blue Sky Innovators as 10 percent ($84,000) for the Capital Investment Target and 90 percent ($756,000) for the Company's New Jobs Target, as outlined in the Performance Agreement.

As part of the grant, Fairfax County must provide a local match which will be met in the form of the Bluemont Way Sidewalk from Discovery Street Pedestrian Bridge Walkway to Reston Parkway project (5G25-062-011), an infrastructure improvement project which is already planned in Fund 30050, Transportation Improvements. The infrastructure improvement was identified by coordinating with the Fairfax County Department of Transportation and the Department of Economic Initiatives.

In addition, as stated in the Performance Agreement, the Commonwealth of Virginia will provide the following incentives to Blue Sky Innovators:

- Virginia Jobs Investment Program (VJIP) estimated at $90,000.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Once the Commonwealth of Virginia has determined that Blue Sky Innovators has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and Blue Sky Innovators, funding in the amount of $840,000 will be provided to Fairfax County to be made available to Blue Sky Innovators for the costs of the tenant build-out of its facility in Reston as permitted by Section 2.2-115(C) of the Code of Virginia and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax

County must move forward with the Bluemont Way Sidewalk from Discovery Street Pedestrian Bridge Walkway to Reston Parkway project (5G25-062-011) in Fund 30050, Transportation Improvements. This improvement has already been identified and planned within the Fairfax County Department of Transportation. This action does not increase the expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2027.

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

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 27074

STAFF:
Jennifer Miller, Deputy County Executive
Alex Thalacker, Assistant Director, Fairfax County Economic Development Authority (FCEDA)
Alex Sanchez, Strategic Initiatives Manager, FCEDA

Attachment 1

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") is entered into by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **BLUE SKY INNOVATORS INC.**, a Virginia corporation authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $840,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to construct, expand, equip, and operate a defense technology and intelligence facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

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

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

WHEREAS, the construction, expansion, equipping, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $7,000,000, of which approximately $3,500,000 will be invested in furniture, fixtures and business personal property, and approximately $3,500,000 will be invested in the construction, expansion, and up-fit of the buildings for the Facility;

WHEREAS, the construction, expansion, equipping, and operation of the Facility will further entail the creation and Maintenance of 175 New Jobs at the Facility; and

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

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

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

Section 1. **Definitions.**

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

"Average Annual Wage" means the average annual salary of new full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to new full-time positions at the Facility by the number of new full-time positions at the Facility.

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building construction, expansion, and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of January 1, 2026.

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $7,000,000.

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

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

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

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an Average Annual Wage of at least $210,057. No job shall be counted as a New Job for purposes of determining full or partial achievement of the New Jobs Target if its inclusion in the calculation of the Average Annual Wage causes the Average Annual Wage to be less than $210,057. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 73 full-time jobs at the Facility as of January 1, 2026.

"New Jobs Target" means that the Company has created and Maintained at least 175 New Jobs.

"Performance Date" means March 31, 2031.

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

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

Section 2. Targets; Statutory Criteria.

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

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

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The Average Annual Wage of the New Jobs of at least $210,057 is more than the prevailing average annual wage in the Locality of $114,292, as of November 12, 2025, the date of the preliminary approval of the project. The Locality is not a high-unemployment locality, with an unemployment rate of 2.5% as compared to the 2024 statewide unemployment rate of 2.9%. The Locality is not a high-poverty locality, with a poverty rate of 6.1% as compared to the 2023 statewide poverty rate of 10.2%.

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

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

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

Section 3. Disbursement of COF Grant.

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

The COF Grant is to be allocated as 10% ($84,000) for the Company's Capital Investment Target, and 90% ($756,000) for the Company's New Jobs Target.

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

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

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

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

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum

Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all $840,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example:

1. If as of the Performance Date, only $6,300,000 of the Capital Investment has been created and retained (reflecting achievement of 90% of the Capital Investment Target), and

2. only 131 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), then

3. the Company will receive $75,600 (reflecting 90% of the $84,000 of the COF Grant allocated to the Capital Investment Target),

4. *plus* $567,000 (reflecting 75% of the $756,000 of the COF Grant allocated to the New Jobs Target,

5. for a total of $642,600.

These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

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

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

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

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

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

Category of Incentive:	Total Amount
COF Grant	$840,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$90,000

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

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

Category of Incentive:	Total Amount
Infrastructure Improvements	$840,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $840,000 COF Grant local match requirement (or the actual amount of the COF Grant disbursed, if less than $840,000), the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

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

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. The Performance

Reports are due by each July 1, commencing July 1, 2027, reflecting the Company's progress toward the Targets as of the prior March 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

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

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

Section 6. <u>Verification of Targets</u>.

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

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

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

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

Section 7. **<u>Possible Termination of this Agreement and Redeployment of COF Grant Proceeds</u>.** If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under the U.S. Bankruptcy Code, issuance of a notice under the Worker Adjustment and Retraining Notification Act (29 U.S.C. §§ 2101 et seq.), the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

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

if to the Company, to:	with a copy to:
Blue Sky Innovators Inc. 12120 Sunset Hills Road Suite 330 Reston, Virginia 20190 Email: tim.tkacz@blueskyinnovators.com Attention: Tim Tkacz, CEO	Blue Sky Innovators Inc. 12120 Sunset Hills Road Suite 330 Reston, Virginia 20190 Email: john.piaggione@Blueskyinnovators.com Attention: John Piaggione, CFO

if to the Locality, to:	with a copy to:
County of Fairfax, Virginia 12000 Government Center Pkwy Fairfax, Virginia 22035 Attention: County Executive	County of Fairfax, Virginia 12000 Government Center Pkwy Fairfax, Virginia 22035 Attention: County Attorney

if to the Authority, to:

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

with a copy to:

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

if to VEDP, to:

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

with a copy to:

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

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

Section 9. <u>Miscellaneous</u>.

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement will become effective as of the date of the last signature below. The date on which the final party signs this Agreement, as indicated next to or below that party's signature, will be considered the "Effective Date."

COUNTY OF FAIRFAX, VIRGINIA

DocuSigned by:
By Bryan Hill
5CFC89274C2440E...
Name: Bryan J. Hill
Title: County Executive
Date: 4/13/2026

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Signed by:
By
714297F8A4ED42E...
Name: Victor Hoskins
Title: President and CEO
Date: 4/10/2026

BLUE SKY INNOVATORS INC.

By John Piaggione
Name: John Piaggione
Title: Chief Financial Officer
Date: 4/10/2026

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By
Name: Jason El Koubi
Title: President and CEO
Date: 04/22/2026

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

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

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

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

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

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ____

Submitted By: ____
Signature of Official

Name: ____
Print Name

Title: ____

Date: ________________________

Please return to:

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

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

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

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

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

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ______________________________

Submitted By: ______________________________
Signature of Official

Name: ______________________________
Print Name

Title: ______________________________

Date: ____________________

Please return to:

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

Blue Sky Innovators COF Performance Agreement (Final)_signed

Final Audit Report 2026-04-22

Created:	2026-04-20 (Eastern Daylight Time)
By:	Vickie Tilkey (vtilkey@vedp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0i0i6KcnSw_ScDAo0F4rdRe6RMIpP5vg

"Blue Sky Innovators COF Performance Agreement (Final)_signed" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2026-04-13 - 8:22:46 AM EDT

Document created by Vickie Tilkey (vtilkey@vedp.org)
2026-04-20 - 2:55:56 PM EDT

This is a PDF/A-2b compliant workflow.
2026-04-20 - 2:56:00 PM EDT

Document emailed to Jason El Koubi (jelkoubi@vedp.org) for signature
2026-04-20 - 2:56:52 PM EDT

Email viewed by Jason El Koubi (jelkoubi@vedp.org)
2026-04-22 - 6:17:22 AM EDT

Document e-signed by Jason El Koubi (jelkoubi@vedp.org)
Signature Date: 2026-04-22 - 6:21:32 AM EDT - Time Source: server

Agreement completed.
2026-04-22 - 6:21:32 AM EDT

Attachment 2

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 27074

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 15, 2026, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2027, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: E1616, Economic Development Authority
Grant: 1160022-2026, Blue Sky Innovators, Inc. $840,000

Reduce Appropriation to:

Agency: G8787, Unclassified Admin $840,000
Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Economic Development Partnership Authority, $840,000

A Copy - Teste:

____

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE – 4

Supplemental Appropriation Resolution AS 27075 for the Fairfax County Economic Development Authority to Accept Grant Funding from the Commonwealth of Virginia – Commonwealth's Development Opportunity Fund for Umbra Lab, Inc. (Hunter Mill District)

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 27075 for the Fairfax County Economic Development Authority (FCEDA) to accept grant funding in the amount of $500,000 from the Virginia Economic Development Partnership Authority (VEDP) as part of the Commonwealth's Development Opportunity Fund for Umbra Lab, Inc. Umbra Lab is located in the Hunter Mill District at 12110 Sunset Hills Rd, Reston, VA 20190. This grant will assist the County with the expansion of Umbra Lab. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements scheduled in the Hunter Mill District that are valued at a minimum of $500,000.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 27075 for the FCEDA to accept grant funding in the amount of $500,000 to convey to Umbra Lab as the state portion of the grant. No Local Cash Match is required; however, Fairfax County will provide transportation infrastructure improvements in the Hunter Mill District valued at a minimum of $500,000. The transportation infrastructure improvements identified for the grant match are already planned in Fund 30050, Transportation Improvements, in the Bluemont Way/Explorer Street project (ST-000053) and the Bluemont Way/Library Street project (2G40-197-034) and will not require any additional County funding.

TIMING:
Board approval is requested on September 15, 2026.

BACKGROUND:
UMBRA Lab is an American space technology company delivering advanced systems from sensors to spacecraft that empower customers worldwide with access to high-resolution radar data from space. Umbra Lab's next-level accuracy and agility are powered by the company's synthetic aperture radar satellite constellation, which can

provide industry-leading 25 cm resolution. With customers across commercial and military sectors, Umbra supports critical missions by delivering accurate and timely information to customers.

The company recently evaluated locations for its expansion. FCEDA worked with VEDP and Umbra Lab to win this competitive opportunity in the Hunter Mill District. The project is expected to result in the creation of 100 new jobs and a capital investment of $6,750,000 in Fairfax County. As part of the negotiations, VEDP supported the expansion of Umbra Lab within Fairfax County with a grant from the Commonwealth's Development Opportunity Fund. The grant is performance-based, and a performance agreement has been executed to ensure, on behalf of Fairfax County and VEDP, that the projected growth occurs by March 31, 2031. Funding in the amount of $500,000 will be provided to Fairfax County to be allocated to Umbra Lab as 10 percent ($50,000) for the Capital Investment Target and 90 percent ($450,000) for the Company's New Jobs Target, as outlined in the Performance Agreement.

As part of the grant, Fairfax County must provide a local match which will be met in the form of the Bluemont Way/Explorer Street (ST-000053) and the Bluemont Way/Library Street (2G40-197-034) infrastructure improvement projects which are already planned in Fund 30050, Transportation Improvements. The infrastructure improvements were identified by coordinating with the Fairfax County Department of Transportation and the Department of Economic Initiatives.

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

- Virginia Jobs Investment Program estimated at $100,000.

<u>EQUITY IMPACT</u>:
None.

<u>FISCAL IMPACT</u>:
Once the Commonwealth of Virginia has determined that Umbra Lab has achieved its performance metrics as described in the Performance Agreement executed between Fairfax County, FCEDA, the Commonwealth of Virginia, and Umbra Lab, funding in the amount of $500,000 will be provided to Fairfax County to be made available to Umbra Lab for the costs of the tenant build-out of its facility in Reston as permitted by Section 2.2-115(C) of the <u>Code of Virginia</u> and as permitted by the current COF statute. There is no Local Cash Match required; however, Fairfax County must move forward with the Bluemont Way/Explorer Street (ST-000053) and Bluemont Way/Library Street (2G40-

197-034) projects in Fund 30050, Transportation Improvements. These improvements have already been identified and planned within the Fairfax County Department of Transportation. This action does not increase the expenditure level of the Federal and State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2027.

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

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

ENCLOSED DOCUMENTS:
Attachment 1: Performance Agreement
Attachment 2: Supplemental Appropriation Resolution AS 27075

STAFF:
Jennifer Miller, Deputy County Executive
Alex Thalacker, Assistant Director, Fairfax County Economic Development Authority (FCEDA)
Alex Sanchez, Strategic Initiatives Manager, FCEDA

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") is entered into by and among the **COUNTY OF FAIRFAX, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **UMBRA LAB, INC.**, a Delaware corporation authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $500,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to construct, equip, improve, and operate an engineering facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

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

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

WHEREAS, the construction, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $6,750,000, of which approximately $4,250,000 is estimated to be invested in furniture, fixtures and business personal property, and approximately $2,500,000 is estimated to be invested in the construction and up-fit of the buildings for the Facility;

WHEREAS, the construction, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 100 New Jobs at the Facility; and

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

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

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

Section 1. Definitions.

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

"Average Annual Wage" means the average annual salary of all new full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to new full-time positions at the Facility by the number of new full-time positions at the Facility.

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

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $6,750,000.

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

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

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

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an Average Annual Wage of at least $170,836. No job shall be counted as a New Job for purposes of determining full or partial achievement of the New Jobs Target if its inclusion in the calculation of the Average Annual Wage causes the Average Annual Wage to be less than $170,836. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the Company's 10 full-time jobs in the Commonwealth as of November 1, 2025.

"New Jobs Target" means that the Company has created and Maintained at least 100 New Jobs.

"Performance Date" means March 31, 2031.

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

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

Section 2. Targets; Statutory Criteria.

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

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

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The Average Annual Wage of the New Jobs of at least $170,836 is more than the prevailing average annual wage in the Locality of $114,292, as of October 15, 2025, the date of the preliminary approval of the project. The Locality is not a high-unemployment locality, with an unemployment rate of 2.5% as compared to the 2024 statewide unemployment rate of 2.9%. The Locality is not a high-poverty locality, with a poverty rate of 6.1% as compared to the 2023 statewide poverty rate of 10.2%.

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

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

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

Section 3. Disbursement of COF Grant.

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

The COF Grant is to be allocated as 10% ($50,000) for the Company's Capital Investment Target, and 90% ($450,000) for the Company's New Jobs Target.

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

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

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

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

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

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all $500,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example:

A) If as of the Performance Date, only $6,075,000 of the Capital Investment has been created and retained (reflecting achievement of 90% of the Capital Investment Target), and
B) only 75 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), then
C) the Company will receive $45,000 (reflecting 90% of the $50,000 of the COF Grant allocated to the Capital Investment Target),
D) *plus* $337,500 (reflecting 75% of the $450,000 of the COF Grant allocated to the New Jobs Target,
E) for a total of $382,500.

These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

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

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

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

Section 4. <u>Break-Even Point; State and Local Incentives</u>.

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

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	$500,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	$100,000

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

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

<u>Category of Incentive:</u>	<u>Total Amount</u>
Infrastructure Improvements	$500,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $500,000 COF Grant local match requirement (or the actual amount of the COF Grant disbursed, if less than $500,000), the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

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

Section 5. <u>Company Reporting</u>.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets and to the extent readily ascertainable through Company's standard accounting practices. The Performance Reports are due by each July 1, commencing July 1, 2027, reflecting the Company's progress toward the Targets as of the prior March 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

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

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

Section 6. Verification of Targets.

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

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

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

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

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds. If the Locality, the Authority or VEDP shall determine, after due consultation with Company, at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under the U.S. Bankruptcy Code, issuance of a notice under the Worker Adjustment and Retraining Notification Act (29 U.S.C. §§ 2101 et seq.), the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

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

if to the Company, to:

Umbra Lab, Inc.
133 E De La Guerra St. #39
Santa Barbara, CA 93101
Email: matt.speitel@umbra.space
Attention: Matt Speitel, CFO

with a copy to:

Umbra Lab, Inc.
133 E De La Guerra St. #39,
Santa Barbara, CA 93101
Email: legal@umbra.space
Attention: Iulia Davies, VP, Head of Legal

if to the Locality, to:

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

with a copy to:

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

if to the Authority, to:

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

with a copy to:

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

if to VEDP, to:

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

with a copy to:

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

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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IN WITNESS WHEREOF, this Agreement will become effective as of the date of the last signature below. The date on which the final party signs this Agreement, as indicated next to or below that party's signature, will be considered the "Effective Date."

COUNTY OF FAIRFAX, VIRGINIA

DocuSigned by:

By Bryan Hill

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Name: Bryan Hill

Title: County Executive

Date: 2/3/2026

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF FAIRFAX, VIRGINIA

Signed by:

By

714207F8A4ED42E...

Name: Victor Hoskins

Title: President and CEO

Date:

UMBRA LAB, INC.

Matt Speitel

By box SIGN 4KYQVZ64-1JYR9PVY

Name: Matt Speitel, CFO

Title: CFO

Date: Feb 4, 2026

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By

Name: Jason El Koubi

Title: President and CEO

Date: 02/25/2026

Exhibit A: Performance Report Form

Exhibit B: Final Performance Report Form

Attachment 1

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

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

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

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

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ______________________________________

Submitted By: ______________________________________
Signature of Official

Name: ______________________________________
Print Name

Title: ______________________________________

Date: ____________________________

Please return to:

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

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

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

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

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

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

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

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

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

Company: ______________________________

Submitted By: ______________________________
Signature of Official

Name: ______________________________
Print Name

Title: ______________________________

Date: __________________

Please return to:

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

Attachment 2

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 27075

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on September 15, 2026, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2027, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	E1616, Economic Development Authority	
Grant:	1160023-2026, Umbra Lab, Inc.	$500,000

Reduce Appropriation to:

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

Source of Funds: Virginia Economic Development Partnership Authority, $500,000

A Copy - Teste:

____

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE – 5

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Rocky Branch at Hickory Hollow Lane Stream Restoration Project (Providence District)

ISSUE:
The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Rocky Branch at Hickory Hollow Lane Stream Restoration Project to restore approximately 5,147 linear feet of an unnamed tributary of Rocky Branch in the Difficult Run watershed (Tax Map Nos. 37-4) using Natural Channel Design (Project).

RECOMMENDATION:
The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement and any subsequent amendments with the DEQ necessary to receive the SLAF grant for the Rocky Branch at Hickory Hollow Lane Stream Restoration Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Rocky Branch at Hickory Hollow Lane Stream Restoration Project	$7,430,040	$3,715,020	$3,715,020

TIMING:
Board action is requested on September 15, 2026.

BACKGROUND:
The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On September 29, 2025, County staff submitted applications for SLAF grants to DEQ for three stream restoration and water quality improvement projects in response to the Fiscal Year 2026

SLAF grant solicitation. On January 13, 2026 (Attachment 2), DEQ announced that two projects, including this one, were selected for funding with a total award of $4,000,000. This project was substantially completed in December 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Project was constructed in the Providence District, beginning southwest of Lakevale Drive, on private property and within the Fairfax County flood plain easement. The Project's calculated water quality benefits are annual reductions of 335.9 pounds of total phosphorus, 1390.6 pounds of total nitrogen, and 589.2 tons of total suspended sediment.

The Board's support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:
There is no adverse equity impact. The project is in an area with a vulnerability index of 1.750. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:
Funding is available in Project SD-000031, Stream and Water Quality Improvements, in Fund 40100, Stormwater Services, to support the local cash match, or the County funded portion, of $3,715,020. Grant funding of $3,715,020 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

CREATION OF POSITIONS:
There will be no new position(s) created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – SLAF Grant Agreement SLAF 26-07 – June 26, 2026
Attachment 2 – DEQ Authorization FY2026 SLAF – January 13, 2026

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:
Marc E. Gori, Assistant County Attorney

STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 26-07

THIS AGREEMENT is made as of this ______day of __________, 2026 by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III

SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning September 26, 2019 and ending December 3, 2025.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$3,715,020.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1 Project Budget Changes. Project Budget changes that exceed the lesser of $100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement for professional services (planning and design) can commence upon execution of the Grant, with reimbursement available for expenses up to twenty-five (25%) of physical construction costs. Disbursement for the remaining reimbursable costs can commence once the final project budget, based on as-bid or contractual costs, is approved and a grant modification is executed. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.3. Disbursement of Grant Funds. Disbursement requests shall be submitted no less than once every forty-five (45) calendar days while the project is incurring eligible expenses specific to the grant referenced herein. Any alternative schedule request must be received in writing and approved by the Department prior to the disbursement request receipt deadline. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand ($10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.7. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, “tax- exempt”) pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0. Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1. Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2. Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3. Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4. Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5. Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program

P.O. Box 1105
Richmond, VA 23218

Grantee: Fairfax County, Virginia
12000 Government Center Parkway, Suite 449
Stormwater Management, Planning
Fairfax, Virginia 22035
Attn: Ruqaya Al Ameri, Engineer III
Ruqaya.Alameri@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

Edwards Alvie xqp92569

Digitally signed by: Edwards Alvie xqp92569
DN: CN = Edwards Alvie xqp92569
OU = COV-Users, End-Users, DEQ
Date: 2026.06.26 08:56:40 -04'00'

By: ______________________________ Date: ____________________

Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

FAIRFAX COUNTY, VIRGINIA

By: ______________________________ Date: ______________

Christopher Herrington
Director of Public Works and Environmental Services
(703) 324-5033
Christopher.Herrington@fairfaxcounty.gov

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-07

Project Description:

Rocky Branch at Hickory Hollow Lane: The Rocky Branch at Hickory Hollow Lane stream restoration project will restore approximately 5,147 linear feet of an unnamed tributary of Rocky Branch in the Difficult Run watershed using Natural Channel Design. The channel restoration begins southwest of Lakevale Drive and connects with an existing stable section approximately 3,470 linear feet downstream.

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-07

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
Design Engineering and Professional Services				
Rocky Branch at Hickory Hollow Lane				
Architecture/Engineering Basic Fees	$571,025.00	$571,025.00	50.00%	$285,512.50
Project Inspection Fees	$937,000.00	$937,000.00	50.00%	$468,500.00
Sub-Total	$1,508,025.00	$1,508,025.00		$754,012.50
Construction				
Rocky Branch at Hickory Hollow Lane	$5,606,710.00	$5,606,710.00	50.00%	$2,803,355.00
Sub-Total	$5,606,710.00	$5,606,710.00		$2,803,355.00
Other				
Rocky Branch at Hickory Hollow Lane				
Legal/Administration	$5,450.00	$5,450.00	50.00%	$2,725.00
Land, Right-of-Way	$6,890.00	$6,890.00	50.00%	$3,445.00
Utilities	$7,015.00	$7,015.00	50.00%	$3,507.50
Permitting	$15,615.00	$15,615.00	50.00%	$7,807.50
Construction Contingencies	$280,335.00	$280,335.00	50.00%	$140,167.50
Sub-Total	$315,305.00	$315,305.00		$157,652.50
TOTALS	**$7,430,040.00**	**$7,430,040.00**		**$3,715,020.00**

EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-07

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Rocky Branch at Hickory Hollow Lane	Start Planning	September 2019
	Complete Planning	May 2022
	Start Construction	April 2024
	Complete Construction	December 2025

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
April – June 2026	
July – September 2026	
October – December 2026	
January – March 2027	
April – June 2027	
July – September 2027	
October – December 2027	

EXHIBIT D

REQUISITION FOR REIMBURSEMENT

(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 26-07
Rocky Branch at Hickory Hollow Lane

Dear CWFAP Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _______________. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $___________, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

________________________________Date:_________________
(Authorized Representative of the Grantee)

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-07

This Certificate is submitted in connection with Requisition Number __________, dated ________________, 20__, submitted by the ______________(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for __________________hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

____
(Project Engineer)

____
(Date)

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FOR TO ACCOMPA ¥ REQUEST FOR REI, BURSE E T

REO.UI li110N# ___ _

Gra, tee: fairfax County

SLAFGrant No.: 26--07 CEIRTIIFYrnG SIGINA]URE: ______________________ DATE: ________________ TtmLE: ____________________

Cost Category	Total Pro:ect Buc1tet	Sl.Af E cib Project Bud	SUfGran: Bude t	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	IOU!Gnn lhy.i'M to I) t•	SLAF Grant Balance
Design Engineering and Professional Services								
Rod:y Branch a,t Hickmy Hollow Lane								
Ardtitecti.-e/Enp -1'1(:i:cFee:5	ssn,�.oo	$5,71,(125,DO	SlSS:)51.l.SO	$.0.l)i(l	Si0.0G	SiCl..00	$0.(ll[l	S2SS,51.1..5(
Pirq tnspection F-	$-937,000,00	59371000.00	S468,soG.OO	SG.00	S0.00	S0.C0	S0,00	5468$00,00
Sub-Total	$1,SOSOOS.OO	$1.508/0'IS,IIIC	S7S4,0112SCI	$0.00	$0.00	$0.00	$0.00	S7S4,.0112,sc
Construction								
Rody Branch at ckmy Hollow Lane	S5,606,7111JI0	$5,606,no.m	$2,803,355.00	s0.00	S0..00	$0.00	s0.00	S-2,603,355..00
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EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-07

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	$__________				$__________

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = __________

ATTACHMENT 2

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

MEMORANDUM

TO: **Michael S. Rolband, Director of DEQ**

THROUGH: **Alvie Edwards, Director of Administration**

FROM: **Meghan Mayfield, Director of Clean Water Finance & Training Programs**

DATE: **January 13, 2026**

SUBJECT: **Authorization of FY 2026 SLAF Project Funding List**

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013, with those guidelines revised most recently by the Board in June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the Director of DEQ.

To date, DEQ has authorized 391 projects totaling $253.5 million. In Fiscal Year (FY) 2026, DEQ conducted the eleventh solicitation for SLAF applications and evaluated the applications received in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

Applications Received

On August 1, 2025, staff solicited SLAF applications from all local governments in the Commonwealth with an October 1, 2025, deadline for submission. DEQ received applications from 20 applicants for 28 stormwater projects and four nutrient credit purchases totaling $42,529,247.

Funding Availability for FY 2026

In FY 2025, no additional SLAF funding was provided to DEQ and the remaining unobligated balance from FY 2025 was approximately $16.6 million. Through active project management and closeout, Clean Water Financing identified $6 million in unused award funds from previously completed projects and $500,000 was added back to the SLAF fund balance due to the withdrawal of an approved grant from the FY 2025 project list. As a result, the total available funding for the FY 2026 solicitation is approximately $23.1 million.

Application Evaluation

The 28 stormwater projects and four nutrient credit purchase projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria, with the funding amount requested totaling $42,529,247. Based on the evaluation and ranking of applications, staff recommend removing the projects noted in Table 2 from funding consideration.

In accordance with the SLAF Guidelines, the project funding list is designed to provide the greatest financial and environmental benefit to as many communities as possible. SLAF funding during this fiscal year was limited in comparison to prior years, so staff recommend limiting each locality to a maximum total grant amount of $4,000,000. Limiting total funding to each locality in this manner allows more localities with eligible projects to receive funding for at least one SLAF project in this cycle.

Conclusion and Staff Recommendation

Following a thorough evaluation of eligibility, cost per pound of nutrient removal, priority ranking, and funding availability, as well as site visits to select projects, Clean Water Finance is proposing the Project Funding List noted in Table 1. This eleventh round of SLAF funding includes 16 stormwater projects and four nutrient credit purchases across 14 localities, totaling $23,100,000, which will exhaust the unobligated SLAF fund balance going into the FY 2027 solicitation.

Staff recommend the Director of DEQ authorize the Project Funding List, which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Action approved as recommended

____Action not approved as recommended

1/13/26

Michael S. Rolband, PE, PWD, PWS Emeritus
Director of DEQ

STORMWATER LOCAL ASSISTANCE FUND
FISCAL YEAR 2026 PROJECT FUNDING LIST

Table 1: Project Funding List

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
City of Colonial Heights	City of Colonial Heights TMDL Reduction	$ 10,000.00	462	$ 3,615,600	$ 1,807,800	50%
City of Falls Church	City of Falls Church Nonpoint Source Nutrient Purchase	$ 16,000.00	393	$ 640,000	$ 320,000	50%
City of Harrisonburg	Permanent Water Quality Credit Purchase- #2	$ 10,127.62	464	$ 2,192,224	$ 1,096,112	50%
City of Manassas	Point of Woods Pond Retrofit	$ 61,219.53	371	$ 1,955,964	$ 977,982	50%
	Flat Branch / Liberia West Stream Restoration	$ 22,452.57	347	$ 2,460,802	$ 1,230,401	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 4,416,766	$ 2,208,383	50%
City of Petersburg	Poor Creek Stream Restoration	$ 18,309.04	522	$ 2,978,880	$ 1,489,440	50%
Fairfax County	Rocky Branch @ Hickory Hollow Lane	$ 22,119.80	417	$ 7,430,040	$ 3,715,020	50%
	Piney Run Tributary @ Lamplighter Way	$ 65,740.09	308	$ 2,156,275	$ 284,980	13%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 9,586,315	$ 4,000,000	42%
Henrico County	Tuckahoe Library Stream Restoration	$ 38,064.19	349	$ 1,159,816	$ 579,908	50%
James City County	Ware Creek Manor - Ney Court Restoration Plan: Tributary 2	$ 7,819.36	431	$ 607,564	$ 303,782	50%
	Nina Lane Stream Restoration	$ 8,995.30	393	$ 539,718	$ 269,859	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 1,147,282	$ 573,641	50%
Prince William County	Pond #416 Retrofit	$ 21,039.60	359	$ 850,000	$ 425,000	50%
	Dewey Creek Phase 2 (Middle Dewey)	$ 45,997.10	302	$ 6,715,576	$ 3,107,111	46%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 7,565,576	$ 3,532,111	47%
Town of Abingdon	Wheeler Street Stormwater Basin Retrofit Project	$ 26,047.22	269	$ 215,150	$ 107,575	50%
Town of Ashland	Mechumps Creek Stream Restoration	$ 59,108.70	425	$ 1,223,550	$ 611,775	50%
	Nutrient Credit Purchase	$ 10,000.00	376	$ 60,000	$ 30,000	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 1,283,550	$ 641,775	50%
Town of Leesburg	Tuscarora Creek Stream Restoration	$ 19,029.68	428	$ 15,528,216	$ 4,000,000	26%
Town of Vienna	Bear Branch at Onondio Circle	$ 13,949.43	402	$ 1,600,000	$ 800,000	50%
York County	Brightwood Stream Restoration	$ 18,331.50	401	$ 2,839,000	$ 1,419,500	50%
	Marlbank Stream Restoration	$ 21,823.15	348	$ 1,047,511	$ 523,755	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 3,886,511	$ 1,943,255	50%
			Total Funded SLAF Applications	**$ 55,815,886**	**$ 23,100,000**	

Table 2: Exclusion List

Applicant	Project Name	Reason for Exclusion	Total Project Cost
Arlington County	Concord Mews Constructed Wetland	Cost per pound exceeds set limit(s)*	$ 1,246,142
City of Chesapeake	Oakdale Area BMP and Drainage Improvements	Cost per pound exceeds set limit(s)*	$ 10,641,608
Loudoun County	GSS Campus Stream Restoration	Cost per pound exceeds set limit(s)*	$ 12,809,908
Town of Ashland	Sedgefield Jellyfish Filter (or equal)	Cost per pound exceeds set limit(s)*	$ 666,143
Fairfax County	Scotts Run @ Dolley Madison Blvd	Priority ranking	$ 3,429,369
James City County	Recreation Center BMP Retrofit PC039	Priority ranking	$ 157,100
James City County	Recreation Center BMP Retrofit PC074	Priority ranking	$ 201,300
Town of Ashland	Marco's - Wendy's BMP Retrofit	Priority ranking	$ 654,690
Prince William County	Dewey's Creek Phase 1C	Improper application submission	$ 4,934,400
City of Hampton	Butler Farm Road Coagulant Enhanced Treatment Retrofit	Ineligible BMP Enhancement	$ 3,100,000
City of Staunton	Lake Tams Wet Pond Retrofit	Ineligible BMP Enhancement	$ 289,702
Liberty Crossing Townhouse Assoc	Liberty Crossing Townhouse Association, Inc. BMP	Ineligible applicant	$ 50,000

* Maximum cost per pound Total Phosphorus (TP) = $50,000 and Conversion TP plus Total Nitrogen = $25,000

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 6

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Piney Run Tributary at Lamplighter Way Stream Restoration Project (Hunter Mill District)

ISSUE:
The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Piney Run Tributary at Lamplighter Way Stream Restoration project to restore approximately 1,600 linear feet of an unnamed tributary to Piney Run in the Difficult Run watershed (Tax Map Nos. 11-2, 11-4, 12-1, & 12-3) using Natural Channel Design (Project).

RECOMMENDATION:
The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement and any subsequent amendments with the DEQ necessary to receive the SLAF grant for the Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Piney Run Tributary at Lamplighter Way Stream Restoration Project	$3,056,172	$284,980	$2,771,192

TIMING:
Board action is requested on September 15, 2026.

BACKGROUND:
The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On September 29, 2025, County staff submitted applications for SLAF grants to DEQ for three stream restoration and water quality improvement projects in response to the Fiscal Year 2026 SLAF grant solicitation. On January 13, 2026 (Attachment 2), DEQ announced that two projects, including this one, were selected for funding with a total award of $4,000,000. Construction began in April 2026. The project will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The project is being constructed in the Hunter Mill District, is bound by Lamplighter Way to the south and Woodbrook Lane to the north, is on the Reston Association's property. The project's calculated water quality benefits are annual reductions of 82.1 pounds of total phosphorus, 385.4 pounds of total nitrogen, and 195.4 tons of total suspended sediment.

The Board's support of the County's stormwater program has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

<u>EQUITY IMPACT</u>:
There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.000. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

<u>FISCAL IMPACT</u>:
Funding is available in Project SD-000031, Stream and Water Quality Improvements, in Fund 40100, Stormwater Services, to support the local cash match, or the County funded portion, of $2,771,192. Grant funding of $284,980 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

<u>CREATION OF POSITIONS</u>:
There will be no new position(s) created with this grant funding.

<u>ENCLOSED DOCUMENTS</u>:
Attachment 1 – SLAF Grant Agreement SLAF 26-08 – June 26, 2026
Attachment 2 – DEQ Authorization FY2026 SLAF – January 13, 2026

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

<u>ASSIGNED COUNSEL</u>:
Marc E. Gori, Assistant County Attorney

STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 26-08

THIS AGREEMENT is made as of this ______day of __________, 2026 by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III
SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning March 31, 2021 and ending January 31, 2028.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$284,980.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Project Budget Changes. Project Budget changes that exceed the lesser of $100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement for professional services (planning and design) can commence upon execution of the Grant, with reimbursement available for expenses up to twenty-five (25%) of physical construction costs. Disbursement for the remaining reimbursable costs can commence once the final project budget, based on as-bid or contractual costs, is approved and a grant modification is executed. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.3. Disbursement of Grant Funds. Disbursement requests shall be submitted no less than once every forty-five (45) calendar days while the project is incurring eligible expenses specific to the grant referenced herein. Any alternative schedule request must be received in writing and approved by the Department prior to the disbursement request receipt deadline. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand ($10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.7. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, “tax- exempt”) pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0. Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1. Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2. Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3. Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4. Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5. Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program

P.O. Box 1105
Richmond, VA 23218

Grantee: Fairfax County, Virginia
12000 Government Center Parkway, Suite 449
Stormwater Management, Planning
Fairfax, Virginia 22035
Attn: Ganesh Thapa, PM-II
Ganesh.Thapa@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

Edwards Alvie xqp92569

Digitally signed by: Edwards Alvie xqp92569
DN: CN = Edwards Alvie xqp92569
OU = COV-Users, End-Users, DEQ
Date: 2026.06.26 08:54:27 -04'00'

By: ______________________________ Date: ____________________

Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

FAIRFAX COUNTY, VIRGINIA

By: ______________________________ Date: ______________

Christopher Herrington
Director of Public Works and Environmental Services
(703) 324-5033
Christopher.Herrington@fairfaxcounty.gov

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-08

Project Description:

Piney Run Tributary at Lamplighter Way: The project scope includes the restoration of Piney Run stream between two residential streets, Lamplighter Way and Woodbrook Lane, with a total restoration length of 1,530 linear feet.

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-08

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
Design Engineering and Professional Services				
Piney Run Tributary at Lamplighter Way				
Architecture/Engineering Basic Fees	$464,000.00	$141,024.28	50.00%	$70,512.14
Project Inspection Fees	$539,260.00	$0.00	50.00%	$0.00
Sub-Total	$1,003,260.00	$141,024.28		$70,512.14
Construction				
Piney Run Tributary at Lamplighter Way	$1,940,145.00	$402,926.50	50.00%	$201,463.25
Sub-Total	$1,940,145.00	$402,926.50		$201,463.25
Other				
Piney Run Tributary at Lamplighter Way				
Legal/Administration	$2,250.00	$837.02	50.00%	$418.51
Utility Designation	$13,510.00	$5,025.88	50.00%	$2,512.94
Construction Contingencies	$97,007.00	$20,146.32	50.00%	$10,073.16
Sub-Total	$112,767.00	$26,009.22		$13,004.61
TOTALS	**$3,056,172.00**	**$569,960.00**		**$284,980.00**

EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-08

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Piney Run Tributary at Lamplighter Way	Start Planning	March 2021
	Complete Planning	October 2025
	Start Construction	May 2026
	Complete Construction	January 2028

The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
April – June 2026	
July – September 2026	
October – December 2026	
January – March 2027	
April – June 2027	
July – September 2027	
October – December 2027	
January – March 2028	
April – June 2028	

EXHIBIT D

REQUISITION FOR REIMBURSEMENT

(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 26-08
Piney Run Tributary at Lamplighter Way

Dear CWFAP Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _______________. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $___________, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

________________________________Date:_________________
(Authorized Representative of the Grantee)

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-08

This Certificate is submitted in connection with Requisition Number __________, dated ________________, 20__, submitted by the ______________(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for __________________hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

____
(Project Engineer)

____
(Date)

SCHEDULE 1
STORM WATER LOCAL ASSISTANCE FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION# ____________

Grantee: Fairfax County

SLAF Grant No.: 26-08 CERTIFYING SIGNATURE: ________________________ DATE: ______________TITLE:________________ __

Cost Catee:ory	Total Project Bude:et	SLAF Elie:ible Project Bude:et	SLAF Grant Bude:et	Elie:ible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
Desiin Encineerinc and Professional Services								
Piney Run Tributary at Lamplighter Way								
Architecture/Engineering Basic Fees	$464,000.00	$141,024.28	$70,512.14	$0.00	$0.00	$0.00	$0.00	$70,512.14
Project Inspection Fees	$539.260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sub-Total	$1,003,260.00	$141,024.28	$70,512.14	$0.00	$0.00	$0.00	$0.00	$70,512.14
Construction								
Piney Run Tributary at Lamplighter Way	$1,940,145.00	$402,926.50	$201,463.25	$0.00	$0.00	$0.00	$0.00	$201,463.25
Sub-Total	$1,940,145.00	$402,926.50	$201,463.25	$0.00	$0.00	$0.00	So.ool	$201,463.25
Other								
Piney Run Tributary at Lamplighter Way								
Legal/Administration	$2,250.00	$837.02	$418.51	$0.00	$0.00	$0.00	$0.00	$418.51
Utility Designation	$13,510.00	$5,025.88	$2,512.94	$0.00	$0.00	$0.00	$0.00	$2,512.94
Construction Contingencies	$97,007.00	$20,146.32	$10,073.16	$0.00	$0.00	$0.00	$0.00	$10,073.16
Sub-Total	$112,767.00	$26,009.22	$13,004.61	$0.00	$0.00	$0.00	$0.00	$13,004.61
Totals	**53,056,172.00**	**$569,960.00**	**5284,980.00**	**S0.00**	**S0.00**	**S0.00**	**S0.00**	**5284,980.00**

Total Grant Amount:	$284,980.00
Previous Disbursements:	$0.00
This Request:	$0.00
Grant Proceeds Remaining:	$284,980.00

Fairfax County, Virginia (SLAF # 26-08)

EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

SLAF Grant No.: 26-08

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	**Column II**	**Column III**	**Column IV**	**Column V**	**Column VI**
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	$________				$________

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = ___________

ATTACHMENT 2

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

MEMORANDUM

TO: **Michael S. Rolband, Director of DEQ**

THROUGH: **Alvie Edwards, Director of Administration**

FROM: **Meghan Mayfield, Director of Clean Water Finance & Training Programs**

DATE: **January 13, 2026**

SUBJECT: **Authorization of FY 2026 SLAF Project Funding List**

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) in 2013. The purpose of SLAF is to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. In accordance with that legislation, the State Water Control Board approved guidelines for the implementation of the SLAF program in 2013, with those guidelines revised most recently by the Board in June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the Director of DEQ.

To date, DEQ has authorized 391 projects totaling $253.5 million. In Fiscal Year (FY) 2026, DEQ conducted the eleventh solicitation for SLAF applications and evaluated the applications received in accordance with the approved guidelines. This memorandum provides the results of the evaluation and staff recommendations for approval.

Applications Received

On August 1, 2025, staff solicited SLAF applications from all local governments in the Commonwealth with an October 1, 2025, deadline for submission. DEQ received applications from 20 applicants for 28 stormwater projects and four nutrient credit purchases totaling $42,529,247.

Funding Availability for FY 2026

In FY 2025, no additional SLAF funding was provided to DEQ and the remaining unobligated balance from FY 2025 was approximately $16.6 million. Through active project management and closeout, Clean Water Financing identified $6 million in unused award funds from previously completed projects and $500,000 was added back to the SLAF fund balance due to the withdrawal of an approved grant from the FY 2025 project list. As a result, the total available funding for the FY 2026 solicitation is approximately $23.1 million.

Application Evaluation

The 28 stormwater projects and four nutrient credit purchase projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria, with the funding amount requested totaling $42,529,247. Based on the evaluation and ranking of applications, staff recommend removing the projects noted in Table 2 from funding consideration.

In accordance with the SLAF Guidelines, the project funding list is designed to provide the greatest financial and environmental benefit to as many communities as possible. SLAF funding during this fiscal year was limited in comparison to prior years, so staff recommend limiting each locality to a maximum total grant amount of $4,000,000. Limiting total funding to each locality in this manner allows more localities with eligible projects to receive funding for at least one SLAF project in this cycle.

Conclusion and Staff Recommendation

Following a thorough evaluation of eligibility, cost per pound of nutrient removal, priority ranking, and funding availability, as well as site visits to select projects, Clean Water Finance is proposing the Project Funding List noted in Table 1. This eleventh round of SLAF funding includes 16 stormwater projects and four nutrient credit purchases across 14 localities, totaling $23,100,000, which will exhaust the unobligated SLAF fund balance going into the FY 2027 solicitation.

Staff recommend the Director of DEQ authorize the Project Funding List, which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Action approved as recommended

____Action not approved as recommended

1/13/26
Michael S. Rolband, PE, PWD, PWS Emeritus
Director of DEQ

STORMWATER LOCAL ASSISTANCE FUND
FISCAL YEAR 2026 PROJECT FUNDING LIST

Table 1: Project Funding List

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
City of Colonial Heights	City of Colonial Heights TMDL Reduction	$ 10,000.00	462	$ 3,615,600	$ 1,807,800	50%
City of Falls Church	City of Falls Church Nonpoint Source Nutrient Purchase	$ 16,000.00	393	$ 640,000	$ 320,000	50%
City of Harrisonburg	Permanent Water Quality Credit Purchase- #2	$ 10,127.62	464	$ 2,192,224	$ 1,096,112	50%
City of Manassas	Point of Woods Pond Retrofit	$ 61,219.53	371	$ 1,955,964	$ 977,982	50%
	Flat Branch / Liberia West Stream Restoration	$ 22,452.57	347	$ 2,460,802	$ 1,230,401	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 4,416,766	$ 2,208,383	50%
City of Petersburg	Poor Creek Stream Restoration	$ 18,309.04	522	$ 2,978,880	$ 1,489,440	50%
Fairfax County	Rocky Branch @ Hickory Hollow Lane	$ 22,119.80	417	$ 7,430,040	$ 3,715,020	50%
	Piney Run Tributary @ Lamplighter Way	$ 65,740.09	308	$ 2,156,275	$ 284,980	13%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 9,586,315	$ 4,000,000	42%
Henrico County	Tuckahoe Library Stream Restoration	$ 38,064.19	349	$ 1,159,816	$ 579,908	50%
James City County	Ware Creek Manor - Ney Court Restoration Plan: Tributary 2	$ 7,819.36	431	$ 607,564	$ 303,782	50%
	Nina Lane Stream Restoration	$ 8,995.30	393	$ 539,718	$ 269,859	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 1,147,282	$ 573,641	50%
Prince William County	Pond #416 Retrofit	$ 21,039.60	359	$ 850,000	$ 425,000	50%
	Dewey Creek Phase 2 (Middle Dewey)	$ 45,997.10	302	$ 6,715,576	$ 3,107,111	46%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 7,565,576	$ 3,532,111	47%
Town of Abingdon	Wheeler Street Stormwater Basin Retrofit Project	$ 26,047.22	269	$ 215,150	$ 107,575	50%
Town of Ashland	Mechumps Creek Stream Restoration	$ 59,108.70	425	$ 1,223,550	$ 611,775	50%
	Nutrient Credit Purchase	$ 10,000.00	376	$ 60,000	$ 30,000	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 1,283,550	$ 641,775	50%
Town of Leesburg	Tuscarora Creek Stream Restoration	$ 19,029.68	428	$ 15,528,216	$ 4,000,000	26%
Town of Vienna	Bear Branch at Onondio Circle	$ 13,949.43	402	$ 1,600,000	$ 800,000	50%
York County	Brightwood Stream Restoration	$ 18,331.50	401	$ 2,839,000	$ 1,419,500	50%
	Marlbank Stream Restoration	$ 21,823.15	348	$ 1,047,511	$ 523,755	50%
	Subtotal (Project Cost & Proposed Grant Amount)			$ 3,886,511	$ 1,943,255	50%
			Total Funded SLAF Applications	**$ 55,815,886**	**$ 23,100,000**	

Table 2: Exclusion List

Applicant	Project Name	Reason for Exclusion	Total Project Cost
Arlington County	Concord Mews Constructed Wetland	Cost per pound exceeds set limit(s)*	$ 1,246,142
City of Chesapeake	Oakdale Area BMP and Drainage Improvements	Cost per pound exceeds set limit(s)*	$ 10,641,608
Loudoun County	GSS Campus Stream Restoration	Cost per pound exceeds set limit(s)*	$ 12,809,908
Town of Ashland	Sedgefield Jellyfish Filter (or equal)	Cost per pound exceeds set limit(s)*	$ 666,143
Fairfax County	Scotts Run @ Dolley Madison Blvd	Priority ranking	$ 3,429,369
James City County	Recreation Center BMP Retrofit PC039	Priority ranking	$ 157,100
James City County	Recreation Center BMP Retrofit PC074	Priority ranking	$ 201,300
Town of Ashland	Marco's - Wendy's BMP Retrofit	Priority ranking	$ 654,690
Prince William County	Dewey's Creek Phase 1C	Improper application submission	$ 4,934,400
City of Hampton	Butler Farm Road Coagulant Enhanced Treatment Retrofit	Ineligible BMP Enhancement	$ 3,100,000
City of Staunton	Lake Tams Wet Pond Retrofit	Ineligible BMP Enhancement	$ 289,702
Liberty Crossing Townhouse Assoc	Liberty Crossing Townhouse Association, Inc. BMP	Ineligible applicant	$ 50,000

* Maximum cost per pound Total Phosphorus (TP) = $50,000 and Conversion TP plus Total Nitrogen = $25,000

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 7

Authorization to Advertise a Public Hearing on a Proposal to Vacate and Abandon a Portion of Forest Hill Drive (Braddock District)

ISSUE:
Board authorization to advertise a public hearing on a proposal to vacate and abandon a portion of Forest Hill Drive south of the intersection of Forest Hill Drive and Warren Lane.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for October 13, 2026, at 4:30 p.m.

TIMING:
Board action is requested on September 15, 2026, to provide sufficient time to advertise the public hearing for October 13, 2026, at 4:30 p.m.

BACKGROUND:
The applicant, James Blevins, is requesting that a portion of Forest Hill Drive be vacated under §15.2-2272(2) and abandoned under §33.2-909 of the Virginia Code. The applicant is seeking to vacate the right of way to gain ownership of the driveway that is used to access their property and avoid the possibility of the right of way being used for access to the large Trinity School property to the south. The Trinity School has written a letter to Mr. Blevins indicating that they do not object to his proposal.

The subject portion of Forest Hill Drive, south of the intersection of Forest Hill Drive and Warren Lane, is improved with a gravel driveway that is used solely by Mr. Blevins to access his home and property. The subject vacation area was dedicated for public street purposes by Deed of Dedication July 16th, 1957 (Deed Book 1570 Page 572). The subject portion of Forest Hill Drive is not in the VDOT Secondary System of Highways. The subject vacated area would vest in Mr. Blevins pursuant to §15.2-2274 of the Virginia Code. The vacation/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.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Letter of Request and Justification
Attachment 2: Notice of Public Hearing
Attachment 3: Vacation Ordinance
Attachment 4: Order of Abandonment
Attachment 5: Vacation Plat
Attachment 6: Vicinity Map
Attachment 7: Trinity Letter

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

ATTACHMENT 1

Letter of Request and Justification

Re: Request to Abandon and Vacate a Portion of Forest Hill Drive TM 056-4 ((3)), (the "Property") Braddock Magisterial District

I James Blevins the owner of 4614 Forest Hill Drive would ask that you please accept this request to vacate and abandon the portion of the right-of-way for Forest Hill Drive that is to the East of my property boundary. As outlined in the previous right of way abandonment hearing on November 21, 023, Trinity School would be provided access via Shirley Gate Road to their property directly to my property's south (Lots 11,12 and 18), so the Forest Hill Drive right-of-way is no longer needed. Trinity has provided a letter stating they will never use the right of way and they will not oppose my motion to obtain the parcel through abandonment (letter attached). Furthermore, there are no other properties affected by the proposed vacation / abandonment of the subject portion-piece of Forest Hill Drive. The section of road I am requesting be vacated is essentially already my driveway as well as undeveloped forest.

I. Background Location and Right-of-Way Origin right of way is in the Braddock Magisterial District. In 1948, via the deeds located at DB 661 PG 182 (Exhibit B) and DB 661 PG 186 (Exhibit C), the Blevins, Warren, and Sparks families, as separate owners of large tracts in the area, granted a 50'-wide "right-of-way" from what is now TM 056-4 ((3)) 0011, 0012, and 0003 to one another to allow each other to access what is now Warren Drive (State Route #1121) to the north. In 1957 through the instrument recorded at DB 1570 PG 572 (Exhibit D), the Warren and Blevins families designated these 50' private rights-of-way as public streets. It should be noted DB 1570 PG 572 does not specify to what entity the right-of-way was designated, and the right-of-way, now known as Forest Hill Drive on the tax map excerpt below, has never been entered into the state highway system or given a state route number.

II. Abandonment/Vacation Request and Justification. I James Blevins am seeking to add the right of way into my current parcel (lot 3). This would require the abandonment and vacation of approximately 347 linear feet of the Forest Hill Drive right-of-way, depicted on the January 12, 2026, plat prepared by APEX Surveyors, LLP, and returning that land to 4614 Forest Hill Drive. Trinity owns the property to the south and east of my parcel. Trinity has access from Shirley gate road and has agreed to never use Forest Hill Drive to access their parcel and furthermore to not oppose this motion to vacate the right of way easternly adjacent to my property.

III. Conclusion I hope that Fairfax County will help me with the abandonment and vacation of the Forest Hill Drive right-of-way. The section of road I am asking for has been the driveway for this parcel since 1949.

This will be a buffer to the coming development by Trinity of the 29 acres that adjoins me on two sides.

The abandonment of the right of way would also ensure future access would not occur in my front yard but rather on Shirley Gate Road which Trinity School has acknowledged.

ATTACHMENT 2

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

(Forest Hill Drive)

Braddock District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on October 13, 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, §15.2-2722, and §33.2-909 vacating and abandoning a total of 17,217 square feet of Forest Hill Drive south of Warren Lane, which was dedicated for public street purposes pursuant to that certain Deed of Dedication dated July 16, 1957, recorded in Deed Book 1570, at Page 572 in the land records of Fairfax County, Virginia. The road is located adjacent to Tax Map Parcel Number: 056-4-03-003 and is shown on the plat prepared by APEX Surveys, LLP, 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.

BRADDOCK DISTRICT

ADOPTION OF AN ORDINANCE VACATING
A PORTION OF A ROAD

(Forest Hill Drive)

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on October 13, 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 Forest Hill Drive as formerly dedicated in a Deed of Dedication, recorded in Deed Book 1570, at Page 572. The road vacated is currently shown on Tax Map 56-4 and is shown on the attached plat prepared by APEX Surveys, LLP 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, is not necessary for use in the public secondary system, and no public necessity exists for its continuance. Pursuant to §15.2-2274 of the Virginia Code, the vacated area would vest in the owner of Tax Map Parcel 56-4-03-0003 as a periphery property on the 1948 deed's plat (DB 661, PG 186).

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 A
PORTION OF FOREST HILL DRIVE

Braddock District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 13th day of October, 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,

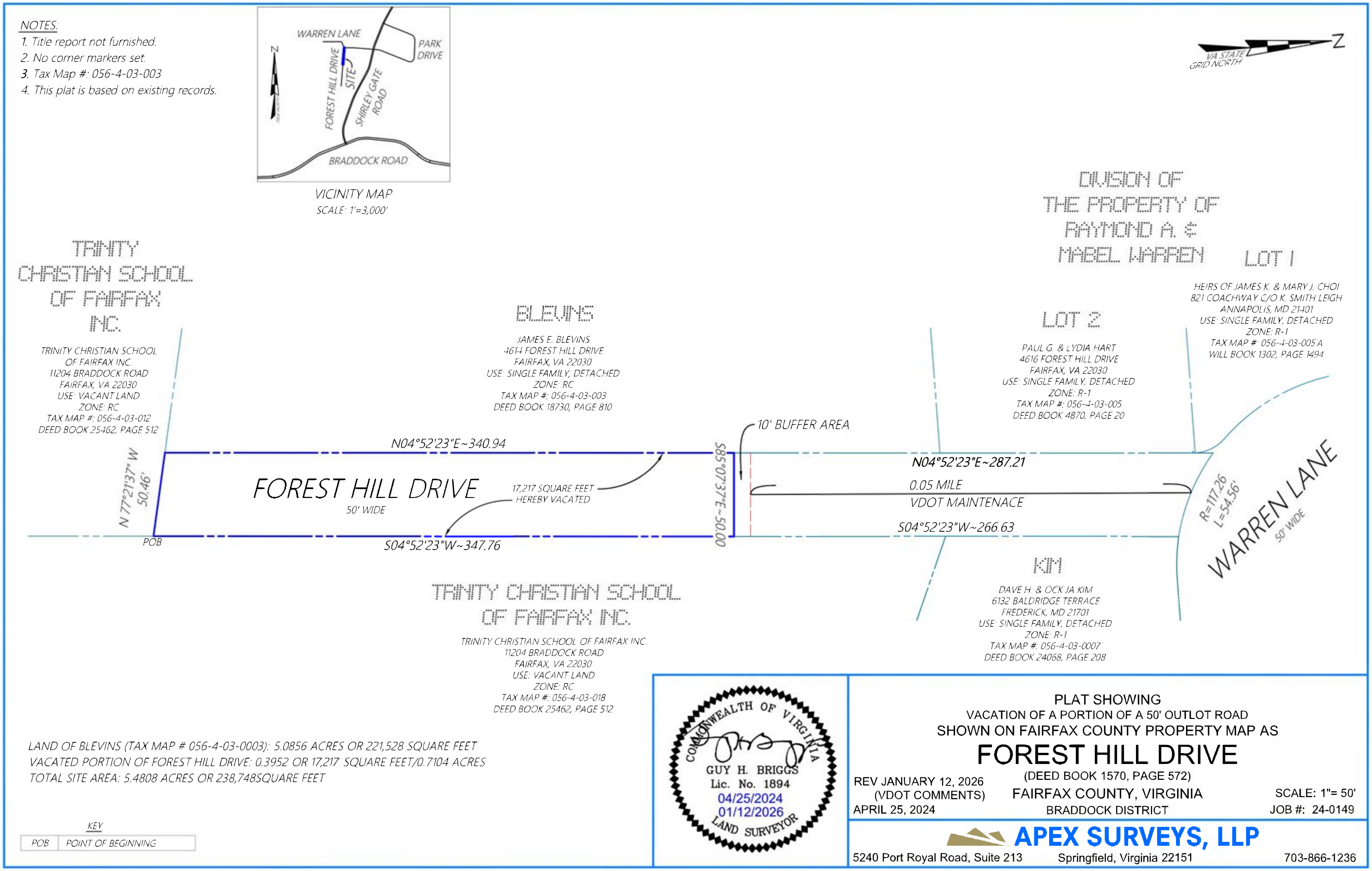
WHEREFORE, BE IT ORDERED:

That the portion of the existing Forest Hill Drive, comprising a total of 17,217 square feet, located adjacent to Tax Map Parcel Numbers: 056-4-03-003, shown on the plat prepared by APEX Surveys, LLP, 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.

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:

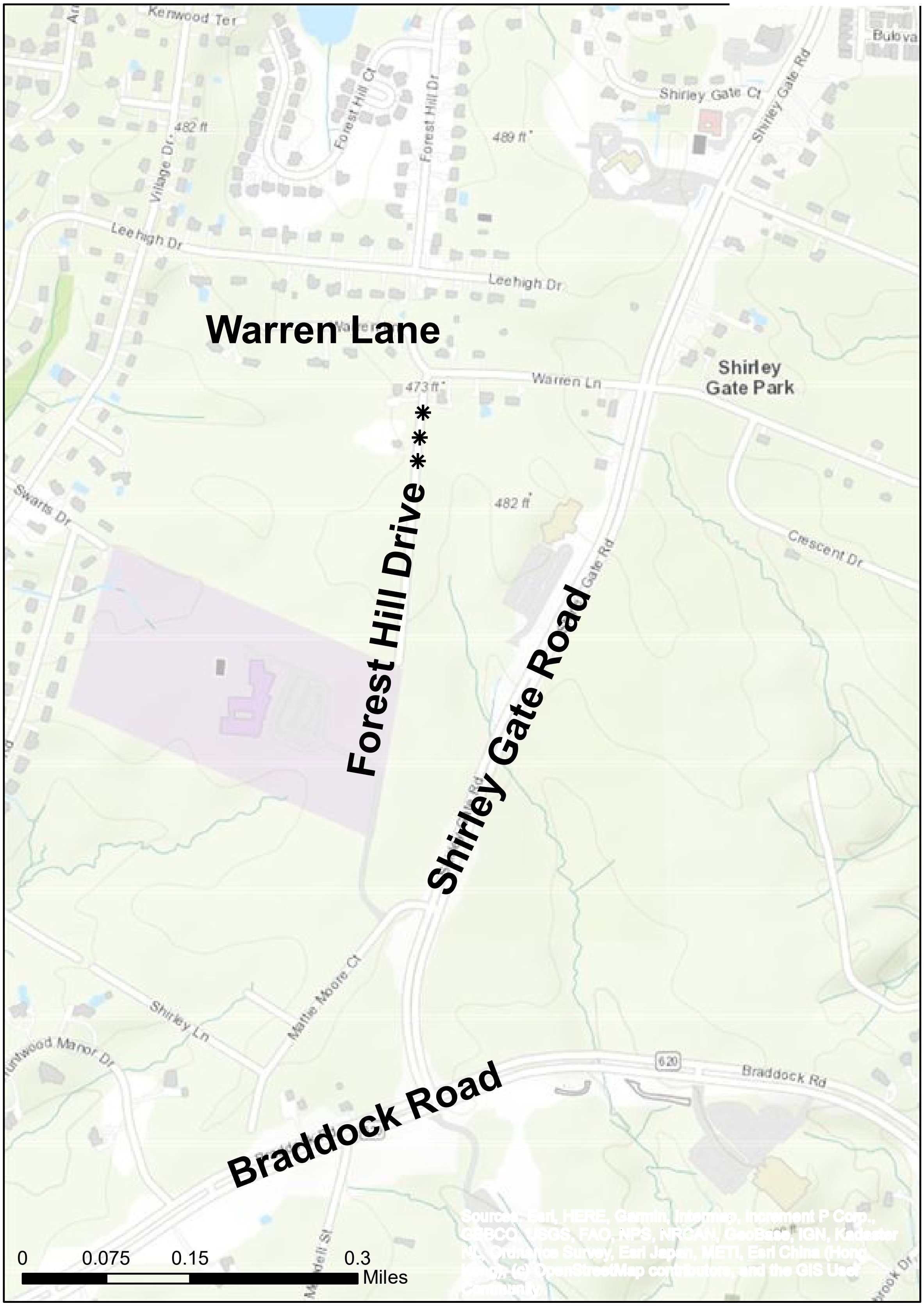
____
Jill G. Cooper
Clerk for the Board of Supervisors


NOTES:
1. Title report not furnished.
2. No corner markers set.
3. Tax Map #: 056-4-03-003
4. This plat is based on existing records.
WARREN LANE
PARK DRIVE
FOREST HILL DRIVE
SITE
SHIRLEY GATE ROAD
BRADDOCK ROAD
VICINITY MAP
SCALE: 1'=3,000'
VA STATE GRID NORTH
DIVISION OF THE PROPERTY OF RAYMOND A. & MABEL WARREN
LOT 1
HEIRS OF JAMES K. & MARY J. CHOI
821 COACHWAY C/O K. SMITH LEIGH
ANNAPOLIS, MD 21401
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-005A
WILL BOOK 1302, PAGE 1494
TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
11204 BRADDOCK ROAD
FAIRFAX, VA 22030
USE: VACANT LAND
ZONE: RC
TAX MAP #: 056-4-03-012
DEED BOOK 25462, PAGE 512
BLEVINS
JAMES E. BLEVINS
4614 FOREST HILL DRIVE
FAIRFAX, VA 22030
USE: SINGLE FAMILY, DETACHED
ZONE: RC
TAX MAP #: 056-4-03-003
DEED BOOK 18730, PAGE 810
LOT 2
PAUL G. & LYDIA HART
4616 FOREST HILL DRIVE
FAIRFAX, VA 22030
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-005
DEED BOOK 4870, PAGE 20
10' BUFFER AREA
N04°52'23"E~340.94
S85°07'37"E~50.00
N 77°21'37" W 50.46'
FOREST HILL DRIVE
50' WIDE
17,217 SQUARE FEET HEREBY VACATED
POB
S04°52'23"W~347.76
N04°52'23"E~287.21
0.05 MILE
VDOT MAINTENACE
S04°52'23"W~266.63
R=117.26
L=54.56'
WARREN LANE
50' WIDE
KIM
DAVE H. & OCK JA KIM
6132 BALDRIDGE TERRACE
FREDERICK, MD 21701
USE: SINGLE FAMILY, DETACHED
ZONE: R-1
TAX MAP #: 056-4-03-0007
DEED BOOK 24068, PAGE 208
TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
TRINITY CHRISTIAN SCHOOL OF FAIRFAX INC.
11204 BRADDOCK ROAD
FAIRFAX, VA 22030
USE: VACANT LAND
ZONE: RC
TAX MAP #: 056-4-03-018
DEED BOOK 25462, PAGE 512
LAND OF BLEVINS (TAX MAP # 056-4-03-0003): 5.0856 ACRES OR 221,528 SQUARE FEET
VACATED PORTION OF FOREST HILL DRIVE: 0.3952 OR 17,217 SQUARE FEET/0.7104 ACRES
TOTAL SITE AREA: 5.4808 ACRES OR 238,748SQUARE FEET
KEY
POB POINT OF BEGINNING
COMMONWEALTH OF VIRGINIA
GUY H. BRIGGS
Lic. No. 1894
04/25/2024
01/12/2026
LAND SURVEYOR
PLAT SHOWING
VACATION OF A PORTION OF A 50' OUTLOT ROAD
SHOWN ON FAIRFAX COUNTY PROPERTY MAP AS
FOREST HILL DRIVE
(DEED BOOK 1570, PAGE 572)
REV JANUARY 12, 2026
(VDOT COMMENTS)
APRIL 25, 2024
FAIRFAX COUNTY, VIRGINIA
BRADDOCK DISTRICT
SCALE: 1"= 50'
JOB #: 24-0149
APEX SURVEYS, LLP
5240 Port Royal Road, Suite 213
Springfield, Virginia 22151
703-866-1236

Forest Hill Drive Vacation and Abandonment

Braddock District

ATTACHMENT 6



N

Tax Map 56-4

✱ Denotes Areas to be Vacated and Abandoned

TRINITY
CHRISTIAN
SCHOOL

November 20, 2023

Mr. James Blevins
4614 Forest Hill Drive
Fairfax, VA 22030

Dear Mr. Blevins,

Thank you for your candor regarding your concerns with respect to the pending right-of-way abandonment of the portion of Forest Hill Drive that bisects the parcels owned by Trinity Christian School adjacent to your home. It is my understanding from conversations you have had with Brian Clifford and Jeff Edmondson that, for obvious safety and quality of life reasons, you do not want the traffic that could result from any future school facility located on the Trinity site to utilize the Forest Hill Drive right-of-way that fronts your parcel, and that you have asked for assurances to that effect from Trinity.

As Mr. Clifford may have noted when you spoke, no school facility is currently permitted on the Trinity site. In fact, Trinity does not yet know what use the school may eventually propose to make of the property. However, Mr. Blevins, we do know this: ***Trinity will not include in any development plan we submit to Fairfax County a request to use the right-of-way across your parcel as a means to get our faculty, staff, students, families or visitors to or from our site, day or night, whether in a car, by bicycle, or on foot; nor will Trinity oppose any action you may choose to take to effect the abandonment of the Forest Hill Drive right-of-way that fronts your parcel.***

I understand from Michael Carroll, our Director of Facilities, that you were pleased earlier this year with Trinity's responsiveness to a concern you had expressed regarding a half-fallen tree on our site that was leaning toward your parcel. Please know that Trinity's prompt and courteous response to that situation is simply representative of how we always strive to interact with our neighbors. As you might expect, we take very seriously the directive to treat others as we would want to be treated.

I am always happy to make myself available should you wish to discuss any other questions you may have. I wish you and yours a blessed and happy Thanksgiving.

Sincerely,

Matt Thomas

Dr. Matt Thomas
Head of School, CEO

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX **, to-wit:**

The foregoing instrument was acknowledged before me this 20 day of NOVEMBER 2023, by Steven Matthew Thomas.

Notary Public

[S E A L]

Mariel Darling Camcho Pinto
Commonwealth of Virginia
Notary Public
Commission No. 8043403
My Commission Expires 8/31/2027

My commission expires: 08/31/2027

My ID Number is: 8043403

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 8

Authorization to Advertise a Public Hearing to Terminate a Lease with Crown Castle for a Telecommunications Monopole at 3721 Stonecroft Boulevard (Sully District)

ISSUE:
Authorization to advertise a public hearing to exercise its right to terminate the ground lease with Crown Castle for a telecommunications monopole at 3721 Stonecroft Boulevard.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on October 13, 2026, at 4:30 p.m.

TIMING:
Board action is requested on September 15, 2026, to provide sufficient time to advertise the proposed public hearing on October 13, 2026, at 4:30 p.m.

BACKGROUND:
The Board is the owner of a 128-acre parcel located just south of Dulles Airport at 3721 Stonecroft Boulevard and identified by Tax Map Parcel No. 0341 01 0005 (Property). The Property serves as the site of Fairfax County Police Department (FCPD) training facilities, which include an emergency vehicle operations driving track, firearms center, K-9 training center and a rifle range. Along the western side of the Property, Crown Castle leases 650 square feet from the County to operate a 57-foot telecommunications monopole and ancillary equipment cabinets.

The County's Department of Public Works and Environmental Services (DPWES) is currently involved in the redesign of the entire FCPD campus. The redesigned campus will not only contain new replacement training facilities, improved site infrastructure, and a reconfigured driving track, but also a new building for the FCPD Criminal Justice Academy to replace its existing facility at 14600 Lee Road in Chantilly. To accommodate the expanded footprint of the new FCPD campus and the east-west realignment of the track, the County needs Crown Castle to remove its monopole and equipment from the Property. Consequently, the County as Lessor must exercise its right to terminate the lease with Lessee Crown Castle:

"Lessor shall have the right to terminate this Lease if Lessor's government body makes a determination at a public meeting of which Lessee has been provided notice and an opportunity to be heard that the Premises is needed for a public use such that that it can no longer be used by Lessee for the uses permitted in this Lease. Such termination cannot be related to pecuniary considerations. Upon making such determination as provided for above, Lessor may terminate this Lease upon delivering one (1) year prior written notice to Lessee."

The holding of the public hearing satisfies the public meeting requirement outlined in the lease and affirms the justification that the County's decision is not financially based but rather premised on the necessary redevelopment of the property. The lease will end one (1) year after the County delivers written notice of its election to terminate the agreement, which will become effective in October 2027.

EQUITY IMPACT:
The termination of the Crown Castle lease to enable the redevelopment of the FCPD training facility aligns with focus area 6 of the One Fairfax Policy, which advocates for the development of a public safety system that prepares police personnel to be responsive to the community protection and social welfare needs of all County residents.

FISCAL IMPACT:
The lost rental revenue that would otherwise be deposited in the General Fund amounts to approximately $90,000 per year or $2.2 million through 2051. DPWES has directed its design consultant to identify potential options on where a future monopole site of the same size could be located, subject to the Board's approval of a mutually agreeable lease between the County and a telecommunications provider.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map 0341 01 0005

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Thomas Arnold, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Tiya Raju, Director, Building Design and Construction, DPWES
José A. Comayagua, Jr., Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

Board Agenda Item
September 15, 2026

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

ATTACHMENT 1
DULLES AIRPORT
Termination of Crown Castle Telecommunications Lease
3721 Stonecroft Boulevard
Tax Map No. 0341 01 0005
Sully District
FCPD TRAINING FACILITY
FUTURE SITE OF
CRIMINAL JUSTICE ACADEMY
Crown Castle Monopole
Crown Castle Access Road
Stonecroft Boulevard

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 9

Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of a Sanitary District to Remove Vacuum Leaf Collection Service from Walnut Hill Community (Mason District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the de-creation/re-creation of a Sanitary District to provide County refuse/recycling and remove vacuum leaf collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 5:00 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for leaf collection service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1B Within Dranesville District Walnut Hill Community (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Refuse/ Recycling & Remove Vacuum Leaf	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 5:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the de-creation/re-creation of an existing Sanitary District to provide refuse/recycling and remove vacuum leaf collection from Walnut Hill Community be approved, as it will remove truck traffic related to vacuum leaf collection which will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, the modification will become permanent on January 1, 2027.

<u>EQUITY IMPACT</u>:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

De-creation that removes vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The creation or de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

<u>FISCAL IMPACT</u>:
The affected homes are currently served by grounds maintenance within their community, so they don't need vacuum leaf collections from the County. If they are removed from service, SWMP's fixed costs (such as equipment, staffing, facilities, and administration) will remain largely unchanged while total revenue decreases. Because

these fixed costs must still be fully recovered, a smaller customer base could result in higher per-household rates for all remaining sanitary district customers over time.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (Walnut Hill Community)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Senior Assistant County Attorney

ATTACHMENT 1

SUMMARY SHEET

Proposed alteration to the following Sanitary District for vacuum leaf collection service:

1. De-Create/Re-Create an existing Sanitary District for the purpose of providing County refuse/recycling and removing vacuum leaf collection service from Walnut Hill Community in DTA Local District 1B within Mason District.

DATA SHEET
De-Create/Re-Create Existing Sanitary District
Walnut Hill Community
DTA Local District 1B
Within the Mason District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection service from Woodland Terrace Area.

- Petition process began February 18, 2026.
- Petition Area: 58 Properties.
- 46 Property Owners in favor.
- 0 Property Owner opposed.
- 12 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the requested modification for the de-creation/re-creation of a Sanitary District for the removal of vacuum leaf collection from Walnut Hill Community be approved as it will remove truck traffic related to vacuum leaf collection which will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO DE-CREATE/RE-CREATE EXISTING SANITARY DISTRICT
WALNUT HILL COMMUNITY
DTA LOCAL DISTRICT 1B
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to de-create/re-create an existing Sanitary District in DTA Local District 1B within Mason District to include Walnut Hill Community for the purpose of providing refuse/recycling and removing vacuum leaf collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 5:00 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the existing Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing refuse/recycling and removing for vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of an existing Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, in DTA Local District 1B within Mason District, Fairfax County, Virginia, which said de-creation/re-creation of the Sanitary District shall be described as follows:

The proposed de-creation/re-creation of Walnut Hill Community from the existing Sanitary District in DTA Local District 1B within Mason District located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said the Sanitary District in DTA Local District 1B within Mason District is hereby created to wit:

To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____
Jill G. Cooper
Clerk for the Board of Supervisors

Walnut Hill Community Sanitary District Map, 58 Lots

Print Date: 2/25/2026

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing for the Contraction of a Sanitary District to Remove 6614 Edsall Road Sanitary District from Refuse/Recycling Collection Service (Mason District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the contraction of a Sanitary District to remove refuse/recycling collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 5:00 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for refuse/recycling collection service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Mason District Within Mason District 6614 Edsall Road (Attachment 1 Summary Sheet)	Contract	Remove Refuse/ Recycling	Deny

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 5:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval or denial. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the contraction of a Sanitary District to remove 6614 Edsall Road from refuse/recycling be approved. However, Staff recommends that following the public hearing, the Board should deny the proposed action, as this home is located on the corner of a Sanitary District. Removing this one house will go against environmental sustainability directives by resulting in a private collector traveling on the same streets as county collection vehicles in order to access this one home. If approved, the modification will become permanent on January 1, 2027.

EQUITY IMPACT:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: “A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.”

The contraction of Sanitary Districts is done in response to petitions from residents in the designated area.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
This home is currently serviced by SWMP, so the fiscal impact would be losing the annual fee paid by this customer.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (6614 Edsall Road)

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

<u>ASSIGNED COUNSEL</u>:
Joanna Faust, Senior Assistant County Attorney

ATTACHMENT 1

SUMMARY SHEET

Proposed alteration to the following Sanitary District for refuse/recycling collection service:

1. Contract Existing Sanitary District to Remove 6614 Edsall Road in DTA Mason District within Mason District for the purpose of removing refuse/recycling collection service.

DATA SHEET
Contract Existing Sanitary District
6614 Edsall Road
DTA Mason District
Within the Mason District

Purpose: To remove County refuse/recycling collection service from 6614 Edsall Road.

- Petition process began January 20, 2026.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services is requesting authorization of the advertisement to be approved. However, Staff recommends that following the public hearing, the Board should deny the proposed action, as this home is located on the corner of a Sanitary District. Removing this one house will go against environmental sustainability directives by resulting in a private collector traveling on the same streets as county collection vehicles in order to access this one home. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO CONTRACT EXISTING SANITARY DISTRICT
6614 EDSALL ROAD
DTA MASON DISTRICT
WITHIN MASON DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to contract an existing sanitary district in DTA Mason District within Mason District to include 6614 Edsall Road for the purpose of removing refuse/recycling collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 5:00 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the existing Sanitary District will be benefited by contracting the Sanitary District for the purpose of removing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed contraction of an existing Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, in DTA Mason District within Mason District, Fairfax

County, Virginia, which said contraction of the Sanitary District shall be described as follows:

The contraction to remove 6614 Edsall Road from the existing Sanitary District in DTA Mason District within Mason District located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which the Sanitary District in DTA Mason District within Mason District is hereby contracted to wit:

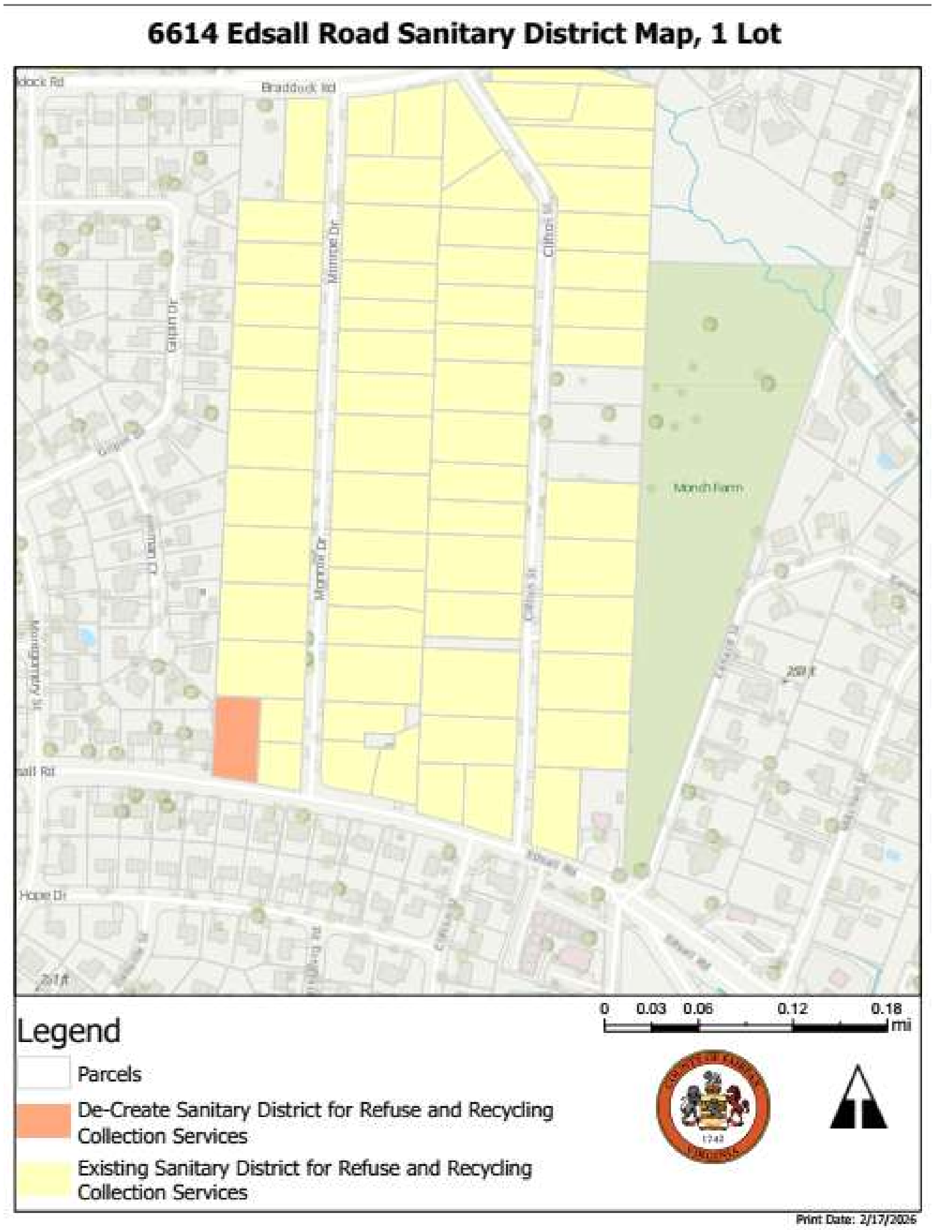
To remove 6614 Edsall Road from the Sanitary District in order to remove refuse/recycling collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____

Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 2



Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 11

Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include 1941 Valley Wood Road for Refuse/Recycling Collection Service (Dranesville District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the enlargement of a Sanitary District for refuse/recycling collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for refuse/recycling collection service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1A1 Within Dranesville District 1941 Valley Wood Drive (Attachment 1 Summary Sheet)	Enlarge	Refuse & Recycling	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 4:30 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the enlargement of 1941 Valley Wood Drive Sanitary District for refuse/recycling collection be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

<u>EQUITY IMPACT</u>:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Enlargement of existing Sanitary Districts allows the County to collect or contract the waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. The enlargement of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

<u>FISCAL IMPACT</u>:
This home has not been charged for service historically due to an administrative issue with a 1994 BOS resolution. This petition is strictly an action as part of our administrative cleanup.

<u>ENCLOSED DOCUMENTS</u>:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (1941 Valley Wood Drive)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Senior Assistant County Attorney

SUMMARY SHEET

Proposed alteration to the following Sanitary District for refuse/recycling collection service:

1. Enlarge Sanitary District in DTA Local District 1A1 within Dranesville District to include 1941 Valley Wood Road for the purpose of providing refuse/recycling collection service.

DATA SHEET
Enlarge Existing Sanitary District
1941 Valley Wood Road
DTA Local District 1A1
Within the Dranesville District

Purpose: To provide County refuse/recycling collection service to 1941 Valley Wood Road.

- Petition requesting service received June 15, 2026.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the requested modification for the enlargement of Sanitary District for refuse/recycling collection be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO ENLARGE AN EXISTING SANITARY DISTRICT
TO INCLUDE 1941 VALLEY WOOD ROAD
DTA LOCAL DISTRICT 1A1
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to enlarge an existing Sanitary District to include 1941 Valley Wood Road in DTA Local District 1A1 within Dranesville District to include 1941 Valley Wood Road for the purpose of providing for refuse/recycling collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 4:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed Sanitary District will be benefited by enlarging the Sanitary District for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as 1941 Valley Wood Road in DTA Local District 1A1 within Dranesville District, Fairfax County, Virginia, which said enlargement of the Sanitary District shall be described as follows:

The enlargement of 1941 Valley Wood Road in DTA Local District 1A1 within Dranesville District to include 1941 Valley Wood Road located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said 1941 Valley Wood Road in DTA Local District 1A1 within Dranesville District is hereby created to wit:

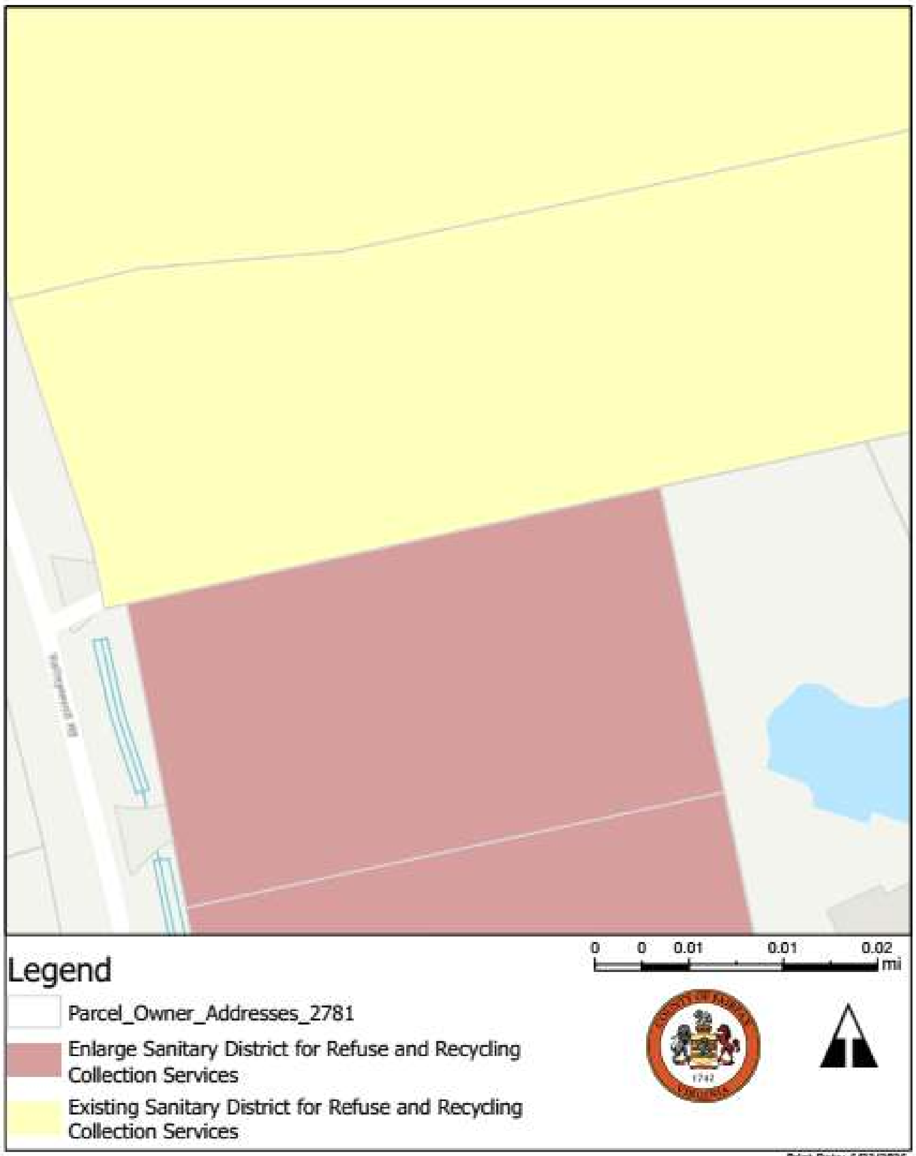
To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____

Jill G. Cooper
Clerk for the Board of Supervisors

1941 Valley Wood Road Sanitary District Map, 1 Lot



Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 12

Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include 1945 Valley Wood Road for Refuse/Recycling Collection Service (Dranesville District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the enlargement of a Sanitary District for refuse/recycling collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for refuse/recycling service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1A1 Within Dranesville District 1945 Valley Wood Drive (Attachment 1 Summary Sheet)	Enlarge	Refuse & Recycling	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 4:30 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the enlargement of 1945 Valley Wood Drive Sanitary District for refuse/recycling be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

EQUITY IMPACT:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Enlargement of existing Sanitary Districts allows the County to collect or contract the waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. The enlargement of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
This home has not been charged for service historically due to an administrative issue with a 1994 BOS resolution. This petition is strictly an action as part of our administrative cleanup.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (1945 Valley Wood Drive)

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

<u>ASSIGNED COUNSEL</u>:
Joanna Faust, Senior Assistant County Attorney

SUMMARY SHEET

Proposed alteration to the following Sanitary District for refuse/recycling collection service:

1. Enlarge Sanitary District in DTA Local District 1A1 within Dranesville District to include 1945 Valley Wood Road for the purpose of providing refuse/recycling collection service.

ATTACHMENT 2

DATA SHEET
Enlarge Existing Sanitary District
1945 Valley Wood Road
DTA Local District 1A1
Within the Dranesville District

Purpose: To provide County refuse/recycling collection service to 1945 Valley Wood Road.

- Petition requesting service received May 12, 2026.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the requested modification for the enlargement of Sanitary District for refuse/recycling collection be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO ENLARGE EXISTING SANITARY DISTRICT
TO INCLUDE 1945 VALLEY WOOD ROAD
DTA LOCAL DISTRICT 1A1
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to enlarge an existing Sanitary District to include 1945 Valley Wood Road in DTA Local District 1A1 within Dranesville District to include 1945 Valley Wood Road for the purpose of providing for refuse/recycling collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 4:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed Sanitary District will be benefited by enlarging the Sanitary District for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as 1945 Valley Wood Road in DTA Local District 1A1 within Dranesville District, Fairfax County, Virginia, which said enlargement of the Sanitary District shall be described as follows:

The enlargement of 1945 Valley Wood Road in DTA Local District 1A1 within Dranesville District to include 1945 Valley Wood Road located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said 1945 Valley Wood Road in DTA Local District 1A1 within Dranesville District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____
Jill G. Cooper
Clerk for the Board of Supervisors

1945 Valley Wood Road Sanitary District Map, 1 Lot

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 13

Authorization to Advertise a Public Hearing for the Enlargement of a Sanitary District to Include Ivy Hill Drive Area for Refuse/Recycling Collection Service (Dranesville District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the enlargement of a Sanitary District for refuse/recycling collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for refuse/recycling service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1A1 Within Dranesville District Ivy Hill Drive Area (Attachment 1 Summary Sheet)	Enlarge	Refuse/ Recycling	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 4:30 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the enlargement of Ivy Hill Drive Area Sanitary District for refuse/recycling be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

<u>EQUITY IMPACT</u>:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

Enlargement of existing Sanitary Districts allows the County to collect or contract the waste collection for all residences within that designated area, reducing solid waste vehicle congestion in the area, reducing pollution, greenhouse gas emissions, improving safety and providing consistent and standardized service. The enlargement of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas of Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of 55% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change, service start date, new collection rates, and service standards. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

<u>FISCAL IMPACT</u>:
No fiscal impacts are projected.

<u>ENCLOSED DOCUMENTS</u>:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (Ivy Hill Drive Area)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Senior Assistant County Attorney

SUMMARY SHEET

Proposed alteration to the following Sanitary District for refuse/recycling collection service:

1. Enlarge Sanitary District in DTA Local District 1A1 within Dranesville District for Ivy Hill Drive Area for the purpose of providing refuse/recycling collection service.

DATA SHEET
Enlarge Sanitary District
Ivy Hill Drive Area
DTA Local District 1A1
Within the Dranesville District

Purpose: To provide County refuse/recycling collection service to Ivy Hill Drive Area.

- Petition requesting service received June 27, 2024.
- Petition Area: 7 Properties.
- 5 Property Owners in favor.
- 0 Property Owners opposed.
- 2 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the requested modification for the enlargement of Sanitary District for refuse/recycling collection be approved due to the petition map area being surrounded by existing Sanitary District customers. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO ENLARGE SANITARY DISTRICT
TO INCLUDE IVY HILL DRIVE AREA
DTA LOCAL DISTRICT 1A1
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to enlarge a district known as Ivy Hill Drive Area in DTA Local District 1A1 within Dranesville District to include Ivy Hill Drive Area for the purpose of providing for refuse/recycling collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 4:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by enlarging the Sanitary District for the purpose of providing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as Ivy Hill Drive Area in DTA Local District 1A1 within Dranesville District, Fairfax County, Virginia, which said enlargement of the Sanitary District shall be described as follows:

The enlargement of Ivy Hill Drive Area in DTA Local District 1A1 within Dranesville District to include Ivy Hill Drive Area located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Ivy Hill Drive Area in DTA Local District 1A1 within Dranesville District is hereby created to wit:

To provide refuse/recycling collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

Jill G. Cooper
Clerk for the Board of Supervisors

Ivy Hill Drive Area Sanitary District Map, 7 Lots

Print Date: 8/19/2026

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 14

Authorization to Advertise a Public Hearing for the Contraction of a Sanitary District to Remove 612 N Oak Street from Refuse/Recycling Collection Service (Dranesville District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the contraction of a Sanitary District to remove refuse/recycling collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for refuse/recycling service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Small District 1 Within Dranesville District 612 N Oak Street (Attachment 1 Summary Sheet)	Contract	Remove Refuse/ Recycling	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 4:30 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the contraction of an existing Sanitary District for the removal of refuse/recycling for 612 N Oak Street be approved, as this home is not currently serviced by SWMP because the parcel is split between two jurisdictions, partially in Fairfax County and City of Falls Church. If approved, the modification will become permanent on January 1, 2027.

EQUITY IMPACT:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: “A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.”

Contraction that removes refuse service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The contraction of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

FISCAL IMPACT:
This home is not currently serviced by SWMP. This petition is strictly an administrative action because the parcel is split between two jurisdictions, partially in Fairfax County and City of Falls Church. No fiscal impacts are projected.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (612 N Oak Street)

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

<u>ASSIGNED COUNSEL</u>:
Joanna Faust, Senior Assistant County Attorney

SUMMARY SHEET

Proposed alteration to the following Sanitary District for refuse/recycling collection service:

1. Contract Existing Sanitary District to Remove 612 N Oak Street in DTA Small District 1 within Dranesville District for the purpose of removing refuse/recycling collection service.

DATA SHEET
Contract Existing Sanitary District
612 N Oak Street
DTA Small District 1
Within the Dranesville District

Purpose: To remove County refuse/recycling collection service from 612 N Oak Street.

- Petition process began May 7, 2026.
- Petition Area: 1 Property.
- 1 Property Owner in favor.
- 0 Property Owners opposed.
- 0 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the requested modification for the contraction of a Sanitary District to remove 612 N Oak Street for the removal of refuse/recycling be approved, as this home is not currently serviced by SWMP because the parcel is split between two jurisdictions, partially in Fairfax County and City of Falls Church. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO CONTRACT EXISTING SANITARY DISTRICT
612 N OAK STREET
DTA SMALL DISTRICT 1
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to contract an existing Sanitary District in DTA Small District 1 within Dranesville District to include 612 N Oak Street for the purpose of removing refuse/recycling collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 4:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the existing Sanitary District will be benefited by contracting the Sanitary District for the purpose of removing for refuse/recycling collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed contraction of an existing Sanitary District, pursuant to Virginia Code Section

15.2-858, as amended, in DTA Small District 1 within Dranesville District, Fairfax County, Virginia, which said contraction of the Sanitary District shall be described as follows:

The contraction to remove 612 N Oak Street from the existing Sanitary District in DTA Small District 1 within Dranesville District located in the County of Fairfax, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said the Sanitary District in DTA Small District 1 within Dranesville District is hereby contracted to wit:

To remove 612 N Oak Street from the Sanitary District in order to remove refuse/recycling collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____
Jill G. Cooper
Clerk for the Board of Supervisors

612 N Oak Street Sanitary District Map

Board Agenda Item
September 15, 2026

ADMINISTRATIVE – 15

Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of a Sanitary District to Remove Vacuum Leaf Collection Service from Woodland Terrace Area (Dranesville District)

ISSUE:
Board of Supervisors' (Board) authorization to advertise a public hearing for the de-creation/re-creation of a Sanitary District to provide County refuse/recycling and remove vacuum leaf collection service.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing at 4:30 p.m. on Tuesday, October 27, 2026, to consider the following change to this Sanitary District for vacuum leaf service in accordance with the Board of Supervisor's procedural Criteria for Sanitary Districts.

Sanitary District	Action	Service	Recommendation
DTA Local District 1A12 Within Dranesville District Woodland Terrace Area (Attachment 1 Summary Sheet)	De-Create/ Re-Create	Refuse/ Recycling & Remove Vacuum Leaf	Approve

TIMING:
The Board's authorization is requested on September 15, 2026, for a public hearing to be held on October 27, 2026, at 4:30 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/Contraction/ Dissolution of Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of Sanitary Districts is accomplished through the action of the Board at public hearings. Prior to any action by the Board on a proposed Sanitary District, certain relevant standards and criteria must be met in accordance with the Board's procedural Criteria for Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the petition should be submitted to the Board for approval. The petition data summary and the proposed resolution are set forth in Attachment 2.

Staff recommends that the authorization to advertise a public hearing for the de-creation/re-creation of Woodland Terrace Area to provide refuse/recycling and remove of vacuum leaf collection be approved as it will remove truck traffic related to vacuum leaf collection which will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, the modification will become permanent on January 1, 2027.

<u>EQUITY IMPACT</u>:
Sanitary District Creation/De-Creation for the purposes of solid waste management relates to area of focus 12 in the One Fairfax Policy: "A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations."

De-creation that removes vacuum leaf service results in the reduction of waste collection activity for all residences achieving the same benefit in reduction of pollution, greenhouse gas emissions, and improving safety. The creation or de-creation of Sanitary Districts is done in response to petitions from residents in the designated area. This action would positively impact the following Countywide Strategic Plan Community Outcome Areas: Healthy Communities, Energy and Environment, and Housing and Neighborhood Livability.

This item follows the Fairfax Sanitary District Petition Process and has passed a community-lead vote of at least 60% of residents to bring before the Board. Information on the petition process can be found on the Fairfax County Solid Waste website or by contacting Solid Waste directly. If approved, the community will be contacted via mail to inform them of the change and service cancellation date. Residents can reach out to Solid Waste for additional assistance anytime during the petition process or following approval.

At this time, no negative impacts have been observed or are projected.

<u>FISCAL IMPACT</u>:
If the affected homes are removed from service, SWMP's fixed costs (such as equipment, staffing, facilities, and administration) will remain largely unchanged while total revenue decreases. Because these fixed costs must still be fully recovered, a smaller customer base could result in higher per-household rates for all remaining sanitary district customers over time.

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map (Woodland Terrace Area)

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Senior Assistant County Attorney

SUMMARY SHEET

Proposed alteration to the following Sanitary District for vacuum leaf collection service:

1. De-Create/Re-Create an existing Sanitary District for the purpose of providing County refuse/recycling and removing vacuum leaf collection service from Woodland Terrace Area in DTA Local District 1A12 within Dranesville District.

DATA SHEET
De-Create/Re-Create Existing Sanitary District
Woodland Terrace Area
DTA Local District 1A12
Within the Dranesville District

Purpose: To provide County refuse/recycling and remove vacuum leaf collection service from Woodland Terrace Area.

- Petition process began February 18, 2026.
- Petition Area: 9 Properties.
- 6 Property Owners in favor.
- 1 Property Owner opposed.
- 2 Non-responsive / unable to contact.
- The Department of Public Works and Environmental Services recommends that the requested modification for the de-creation/re-creation of Woodland Terrace Area for the removal of vacuum leaf collection be approved as it will remove truck traffic related to vacuum leaf collection which will eliminate vacuum leaf trucks reducing truck traffic, related emissions, and safety risks. If approved, the modification will become permanent on January 1, 2027.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON
TO DE-CREATE/RE-CREATE EXISTING SANITARY DISTRICT
WOODLAND TERRACE AREA
DTA LOCAL DISTRICT 1A12
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 27th day of October, 2026, it was proposed by said Board to adopt a resolution to de-create/re-create a district known as Woodland Terrace Area in DTA Local District 1A12 within Dranesville District to include Woodland Terrace Area for the purpose of providing refuse/recycling and removing vacuum leaf collection to be effective January 1, 2027, and the Clerk of said Board was directed to cause notice thereof by publication in a newspaper having general circulation in said County in the manner specified by Virginia Code § 15.2-1427 for the adoption of county ordinances, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
October 27, 2026
COMMENCING AT 4:30 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the Creation by the Board of Supervisors of Fairfax County, Virginia, of a Sanitary District by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the properties embraced in the proposed Sanitary District will be benefited by de-creating/re-creating the Sanitary District for the purpose of providing refuse/recycling and removing for vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed de-creation/re-creation of a Sanitary District, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as Woodland Terrace Area in DTA Local District A12 within Dranesville District, Fairfax County, Virginia, which said de-creation/re-creation of the Sanitary District shall be described as follows:

The proposed de-creation/re-creation of Woodland Terrace Area in DTA Local District 1A12 within Dranesville District to include Woodland Terrace Area located in the County of Fairfax, Virginia, and as shown on the attached map.

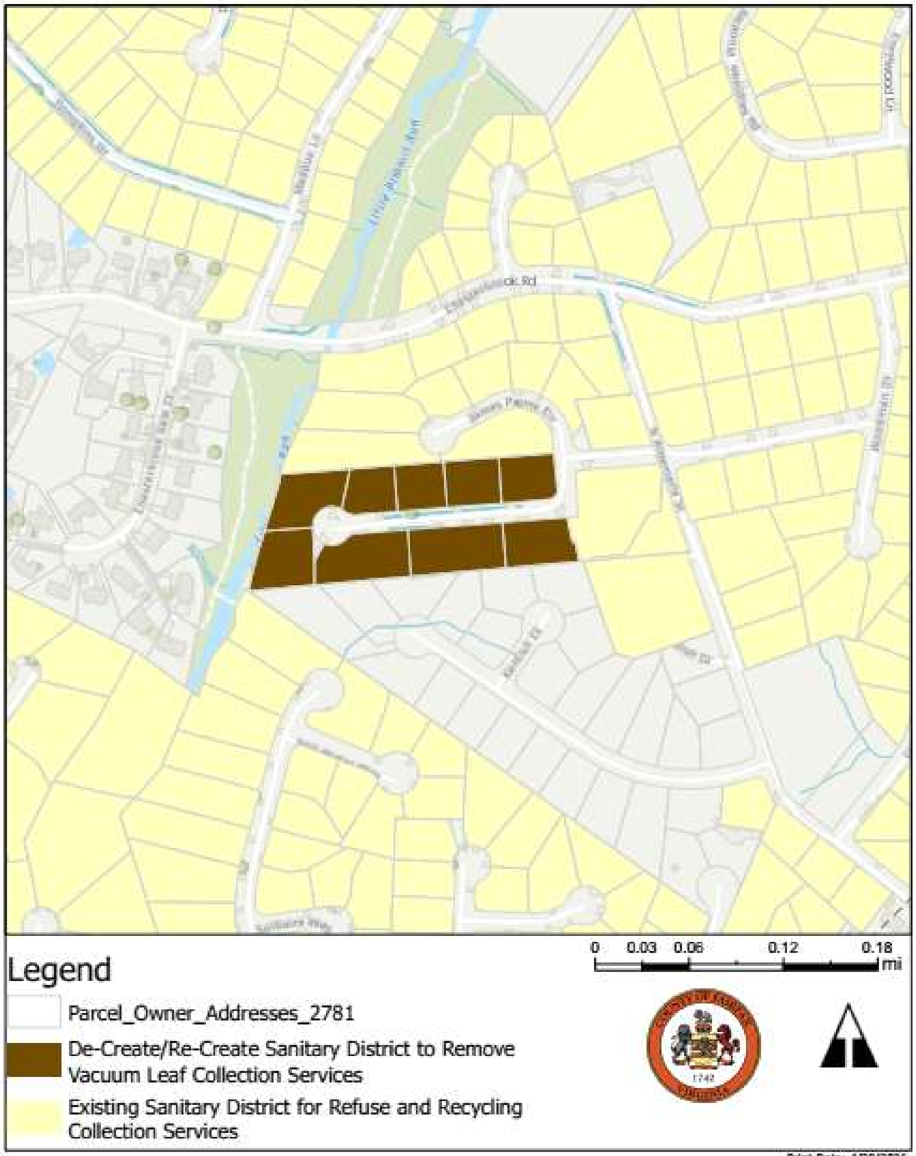
AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Woodland Terrace Area in DTA Local District 1A12 within Dranesville District is hereby created to wit:

To provide refuse/recycling and remove vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of October, 2026

____
Jill G. Cooper
Clerk for the Board of Supervisors

Woodland Terrace Area Sanitary District Map, 9 Lots



Print Date: 4/28/2026

Board Agenda Item
September 15, 2026

ACTION – 1

Endorsement of Design Plans for the Route 7/Culmore Sidewalk Segment 1 Project (Mason District)

ISSUE:
Board of Supervisors' (Board) endorsement of the Virginia Department of Transportation's (VDOT's) design plans for the Route 7/Culmore Sidewalk Segment 1 Project. The project will improve pedestrian safety and mobility in the project area.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for the VDOT administered Route 7/Culmore Sidewalk Segment 1 Project and authorizes the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 1). A Notice of Willingness to hold a Design Public Hearing (Attachment 2) was posted on March 26, 2026, with an expiration date of April 15, 2026. During that timeframe, the design plans were made available by VDOT, with one request for a Public Hearing that was eventually withdrawn after VDOT met with the requesting citizens and answered their questions. VDOT's letter to FCDOT requesting Board approval of the project is included as Attachment 3.

TIMING:
Board approval is requested on September 15, 2026, to allow VDOT to proceed with final design as soon as possible.

BACKGROUND:
This project will construct a new sidewalk along the north side of Leesburg Pike (VA Route 7), approximately between Magnolia Avenue (Route 5024) and the westernmost entrance to the Glen Forest Plaza situated in the 5900 block of Route 7, thereby connecting to existing facilities on either side. The sidewalk would be 5 feet wide with a 4-foot buffer distance to the proposed curb and gutter. Travel lanes along Route 7 would be 11 feet in width, with a 12-foot, two-way-left-turn lane in the center. Attachment 4 illustrates the concept plan for the project, while Attachment 5 illustrates the typical section for Route 7 through the project limits.

Public Comment Period
In accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Notice of Willingness to hold a Design Public Hearing was posted on February 26, 2026, and reposted on March 26, 2026, due to a newspaper publishing error. The posting expired on April 15, 2026, and during that period, there was one request letter received for a public hearing. However, upon further coordination with the requesting citizens, they no longer felt a public hearing was needed, as their concerns regarding a reduction in vehicular capacity along Route 7 were addressed and alleviated by VDOT.

Project Schedule
Construction is tentatively anticipated to start in the spring of 2028.

EQUITY IMPACT:
The Route 7/Culmore corridor lies within a high vulnerability area. The project is in alignment with the One Fairfax Policy and advances two focus areas of the policy by closing a high-priority sidewalk gap for a community with above-average walking and transit dependence, and by improving pedestrian facilities in an area where a fatal pedestrian incident occurred. This project will improve access to grocery, medical, and employment destinations without reliance on a vehicle.

FCDOT and VDOT have prioritized inclusive engagement throughout the planning process. Staff posted a Notice of Willingness on March 26, 2026, that expired April 15, 2026. There was one request letter received for a public hearing. After further coordination with the requesting citizens, they no longer felt a public hearing was needed.

FISCAL IMPACT:
There is no fiscal impact associated with this Board item. The project is currently fully funded. The project cost is estimated to be $560,000 for preliminary engineering, $1,000,000, for right-of-way and utilities, and $1,390,000 for construction, for a total estimated cost of $2,950,000.

ENCLOSED DOCUMENTS:
Attachment 1: Endorsement Letter for the Route 7/Culmore Sidewalk Segment 1 Project Design Plans, UPC 126262 (September 15, 2026)
Attachment 2: VDOT Public Notice Concerning Willingness to Hold a Public Hearing (March 26, 2026)

Attachment 3: VDOT Letter Requesting Board Approval of Route 7/Culmore Sidewalk Segment 1 Project Design Plans, UPC 126262 (May 26, 2026)
Attachment 4: Route 7/Culmore Sidewalk Segment 1 Project Concept Plan
Attachment 5: Route 7/Culmore Sidewalk Segment 1 Project Typical Section

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Vanessa Aguayo, Chief, Capital Projects Section, FCDOT
Smitha Chellappa, Transportation Planner IV, FCDOT
Nick Alexandrow, Transportation Planner III, FCDOT

County of Fairfax, Virginia

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

September 15, 2026

Mr. William Cuttler, P.E., District Engineer
Virginia Department of Transportation
Northern Virginia District
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Route 7/Culmore Sidewalk Segment 1 Project, UPC 126262

Dear Mr. Cuttler:

On September 15, 2026, the Fairfax County Board of Supervisors endorsed the design plans for the Route 7/Culmore Sidewalk Segment 1 Project. The purpose of this project is to improve pedestrian safety, mobility and accessibility along westbound Route 7 (Leesburg Pike) by constructing a missing sidewalk between Magnolia Avenue and the first (western) entrance to Glen Forest Plaza.

The design plans were made available as part of a Notice of Willingness to hold a Design Public Hearing that was posted on March 26, 2026. The Notice of Willingness posting expired on April 15, 2026, with one request letter received. It is our understanding; however, that after VDOT met with the citizens, answered their questions, and alleviated their concerns, the request for a Public Hearing was withdrawn.

Please call Nick Alexandrow at (703) 877-5754, or me at (703) 877-5675, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Gregg L. Steverson, P.E., PTOE
Director

cc: Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/transportation

Route 7/Culmore Sidewalk Segment 1
Willingness to Hold a Public Hearing

VDOT Virginia Department of Transportation

Route 7/Culmore Sidewalk Segment 1
Fairfax County

Willingness to Hold a Public Hearing

Find out about plans to construct a sidewalk along the north side of Route 7 (Leesburg Pike) from Magnolia Avenue to just east of the Liberty gas station (5930 Leesburg Pike) in the Culmore area. The project also includes shifting the curb and gutter towards the Route 7 centerline (as a result, the widths of the westbound Route 7 through and two-way left turn lanes will be reduced to 11 feet); installing Americans with Disabilities Act (ADA) compliant curb ramps at Magnolia Avenue and the entrances to properties; and making drainage improvements.

Pursuant with the National Environmental Policy Act (NEPA) and 23 CFR 771, a Programmatic Categorical Exclusion (PCE) is being prepared under agreement with the Federal Highway Administration. When completed, the PCE will be available on the project website listed below and upon request. In compliance with the National Historic Preservation Act, Section 106 and 36 CFR Part 800, information concerning the potential effects of the project on properties listed in or eligible for listing in the National Register of Historic Places will be included with the PCE.

Review project information at **https://www.vdot.virginia.gov/Culmore** or at VDOT's Northern Virginia District Office, 4975 Alliance Drive, Fairfax, VA 22030. Please call ahead at 703-259-2768 or TTY/TDD 711 to make an appointment with appropriate personnel.

If your concerns cannot be satisfied, VDOT is willing to hold a public hearing. You may request that a public hearing be held by sending a written request to Mr. Khalil Minhas, Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030 on or prior to **April 15, 2026**. If upon receiving public comments it is deemed necessary to hold a public hearing, notice of date, time and place of the hearing will be posted.

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964, as amended. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT Civil Rights at 703-259-1775 or TTY/TDD 711.

State Project: 0007-029-650, P101
UPC: 126262
Federal: STP-5B01(706)

Attachment 3

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
4975 Alliance Drive
Fairfax, VA 22030

Stephen C. Brich, P.E.
Commissioner

May 26, 2026

Mr. Don Moyer
Engineer III, Traffic Engineering
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033

SUBJECT: Route 7/ Culmore Sidewalk Segment 1
State Project: 0007-029-650
Federal Project: STP-5B01(706)
UPC No: 126262

In accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a **Notice of Willingness to hold a Design Public Hearing** was posted on the above-mentioned project on Feb 26, 2026, followed by a Willingness reposting on March 26, 2026, due to newspaper publishing error. The posting expired on April 15, 2026. There is one Public Hearing request letter received but upon further coordination with the requesting citizens, they agreed not to proceed with their inquiries.

It should be noted that on Jan 23, 2026, prior to deciding to hold the Notice of Willingness, the project was presented to the Mason District staff, Ms. Vanessa Simpson and Mr. Devin Pharr, for input. Following the meeting, Ms. Simpson confirmed that Supervisor Jimenez supports moving forward with the posting of Notice of Willingness.

The purpose of this project is to improve pedestrian safety, mobility and accessibility along westbound Route 7 (Leesburg Pike) by constructing a missing sidewalk between Magnolia Avenue and the first (western) entrance to Glen Forest Plaza

The following design waivers are still in process:

- A design waiver is being prepared for approval for the use of CG-13 entrances in lieu of CG-11 for the two entrances (Driveway 1 at Station 13+85.23 to Station 14+31.23 and Driveway 2 at Station 14+61.23 to Station 15+01.23) to Liberty Gas Station. This is required since a 20’ long driveway is not attainable without adversely affecting the gas station parking area, pump fueling area, and/or location of underground storage tanks.

The following information was available for review at posting:

- The scope of this project meets the criteria for a Programmatic Categorical Exclusion (PCE) in accordance with the supporting document information.
- The existing typical section provides four 11' travel lanes on Route 7 and a 14' Two-Way-Left Turn Lane.
- The proposed typical section will provide a 5' sidewalk with a 4' grass buffer, 11' thru travel lanes and a 12' Two-Way Left Turn Lane.
- The 2024 average daily traffic (ADT) on Route 7 is 34,000 vehicles per day and is expected to increase to 39,000 by the design year of 2050.
- The construction of the project will not displace any families, businesses or non-profit organizations.
- The current project cost is estimated at $561,750 for preliminary engineering, $1,000,550 for right-of-way and utilities and $1,390,785 for construction. The total estimated cost is $2,953,085 based on the latest Public Hearing milestone estimate. Additional funding is needed and is being coordinated with Fairfax County Department of Transportation.
- The tentative schedule for advertising for construction is projected at early 2029, utilizing 100% local funds. This project will be included in Northern Virginia Metropolitan Planning Organization Statewide Transportation Improvement Program Grouping: Construction: Safety/ITS/Operational Improvements in next updates

The project has been processed in accordance with current VDOT policies and procedures. A Programmatic Categorical Exclusion (PCE) NEPA environmental document was obtained for this project on April 23, 2026.

In light of the above information, it is requested that the Fairfax County Board of Supervisors endorse the subject project, by resolution, as proposed in the attached exhibit. If you have any questions or require additional information, please contact me directly at 703-259-2768 or Khalil.minhas@vdot.virginia.gov.

Sincerely,

Khalil Minhas

Khalil Minhas, P.E.
Senior Project Manager
NOVA Location and Design
Virginia Department of Transportation
Tel: 703-259-2768
Khalil.Minhas@VDOT.Virginia.gov

CC: Minwoo Ha, PE

Dan Reinhard, PE
William Dunn, PE

Attachments

- Route 7 Culmore Right-of-Way Exhibit
- Typical Section

ATTACHMENT 4

VDOT Virginia Department of Transportation

Route 7 Culmore Right-of-Way Exhibit

Route 7 Culmore Sidewalk Segment 1

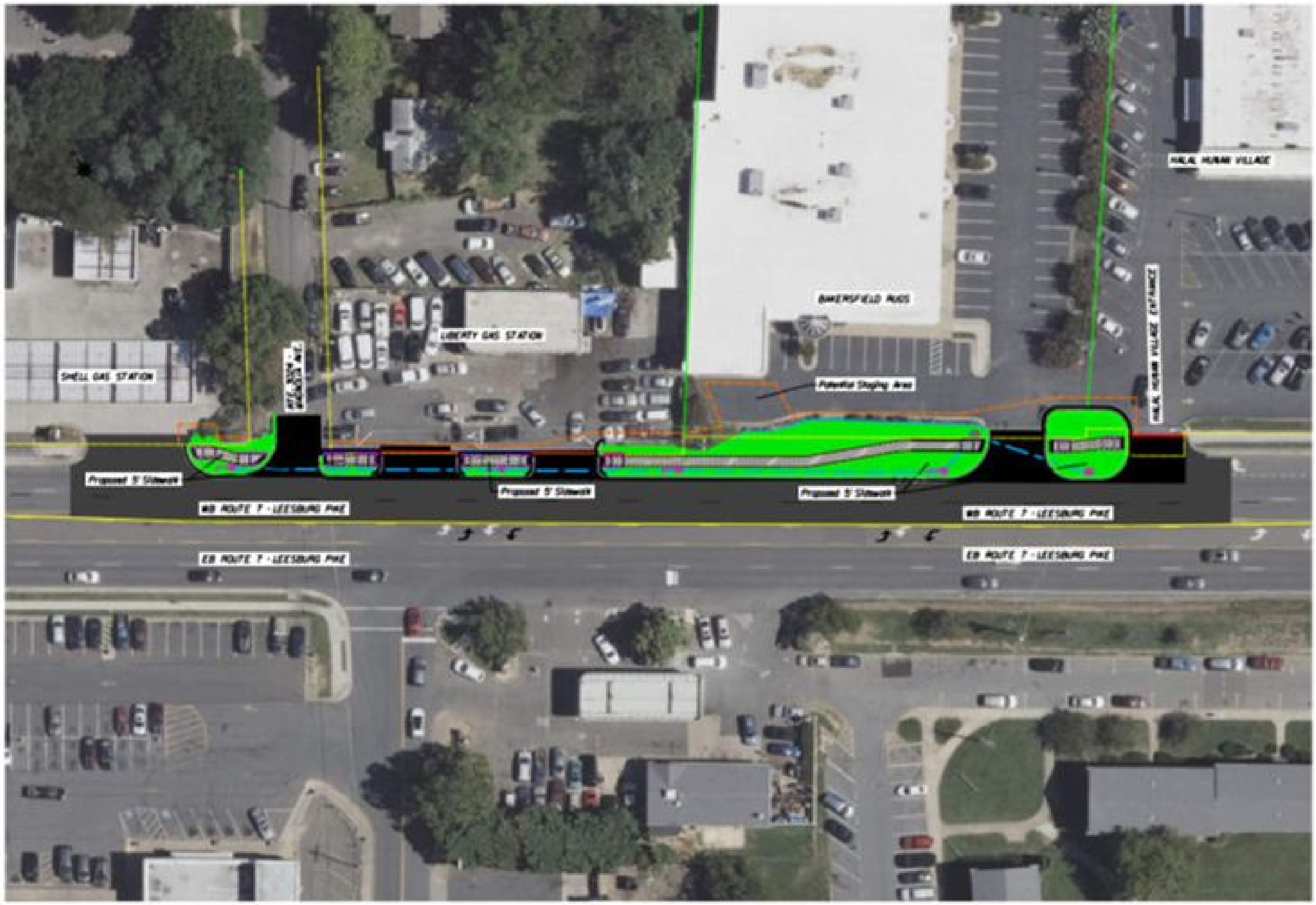
Project Location

North Arrow & Scale

Legend

- Proposed Sidewalk
- Existing Right of Way
- Proposed Mill and Overlay
- Existing Property Boundary
- Proposed Full Depth Pavement
- Proposed Right of Way Line
- Proposed Greenspace
- Proposed Temp. Construction Easement
- Proposed Inlet
- Proposed Storm Sewer Pipe

Contact Information



Typical Sections Not to Scale
ATTACHMENT 5
5'
4'
2.5'
11'
11'
12'
11'
11'
2.5'
Concrete Sidewalk
Buffer
CG-6
Thru Lane
Thru Lane
Two-Way Left Turn Lane
Existing Thru Lane
Existing Thru Lane
CG-6

Board Agenda Item
September 15, 2026

ACTION – 2

Endorsement of Design Plans for the Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project (Franconia District)

ISSUE:
Board of Supervisors' (Board) endorsement of the Virginia Department of Transportation's (VDOT's) design plans for the Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project. The project will improve pedestrian and bicycle safety and accessibility, as well as traffic operations in the project area.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for the VDOT administered Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project and authorizes the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 1). A Notice of Willingness to hold a Design Public Hearing (Attachment 2) was posted on August 18, 2025, with an expiration date on September 10, 2025. During that timeframe, the design plans were made available by VDOT; however, no comments were received.

TIMING:
Board approval is requested on September 15, 2026, to allow VDOT to proceed with final design as soon as possible.

BACKGROUND:
This project will modify pavement markings along Telegraph Road from 200 feet east of Broadmoor Street to Hayfield Road. The markings will include buffered bicycle lanes and updated turn-lane striping, improving safety and traffic operations in the project area. Additionally, the crosswalk between Hayfield Secondary and Hayfield Elementary schools will be relocated 240 feet east from the existing crosswalk location. A raised refuge island, as well as Rectangular Rapid Flashing Beacons (RRFBs), will be installed at the relocated crosswalk.

Public Comment Period
In accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Notice of Willingness to hold a Design Public Hearing was posted on August 18, 2025. The posting expired on September 10, 2025, and during that period there were no requests to hold a Public Hearing.

Project Schedule
Construction is tentatively anticipated to start in the Fall of 2027. On June 3, 2026, VDOT requested that Fairfax County endorse the project as proposed (Attachment 3).

EQUITY IMPACT:
This project prioritizes safety of students, people with disabilities, and pedestrians who depend on walking as their primary mode of transportation. These particularly vulnerable groups can face disproportionate risks at high volume intersections. County residents will benefit from improved connections to key destinations, including two public schools, a shopping center, and a residential corridor serving southeastern Fairfax County. This project is in alignment with One Fairfax Focus Area 14, a multi-modal transportation system that supports health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions. As such, this project has the potential to advance equity.

FCDOT and VDOT have prioritized inclusive engagement throughout the planning process. Project information was presented at two virtual Public Information Meetings held on January 26, 2022, and July 22, 2024. An online survey was also conducted from January 23 to February 13, 2023, during which multiple improvement alternatives were presented.

FISCAL IMPACT:
The total project cost is estimated to be $2,690,762. Sufficient funding for the County's share of the project expenses is available in Project 2G40-172-000, Telegraph Road Widening/Hayfield Road, in Fund 40010, County and Regional Transportation Projects. There are no General Fund impacts associated with this project.

ENCLOSED DOCUMENTS:
Attachment 1: Endorsement Letter for the Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project Design Plans, UPC 116086 (September 15, 2026)
Attachment 2: VDOT Public Notice Concerning Willingness to Hold a Public Hearing (August 18, 2025)

Attachment 3: VDOT Letter Requesting Board Approval of the Telegraph Road at Hayfield Road Safety and Accessibility Improvements Project Design Plans, UPC 116086 (June 3, 2026)

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Vanessa Aguayo, Chief, Capital Projects Section, FCDOT
Tina Curtis, Transportation Planner IV, Capital Projects Section, FCDOT

ATTACHMENT 1

County of Fairfax, Virginia

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

September 15, 2026

Mr. William Cuttler, P.E., District Engineer
Virginia Department of Transportation
Northern Virginia District
4975 Alliance Drive
Fairfax, VA 22030

Subject: Board of Supervisors Endorsement of the Telegraph Road at Hayfield Road Safety and Accessibility Improvement Project Design Plans, UPC 116086

Dear Mr. Cuttler:

I am writing to inform you that the Fairfax County Board of Supervisors endorsed the design plans for the Telegraph Road at Hayfield Road Safety and Accessibility Improvement Project at their September 15, 2026, meeting.

This project proposes modification of pavement markings along Telegraph Road from 200 feet east of Broadmoor Street to Hayfield Road. The markings will include buffered bicycle lanes and updated turn-lane striping, improving safety and traffic operations in the project area. Additionally, the crosswalk between Hayfield Secondary and Hayfield Elementary schools will be relocated with a raised refuge island 240 feet east from the existing crosswalk location. Rectangular Rapid Flashing Beacons (RRFBs) will be installed at the relocated crosswalk.

It is my understanding that project information was made available and a Notice of Willingness to hold a Design Public Hearing was posted on August 18, 2025, with an expiration date of September 10, 2025. During that time period no comments were received.

Please contact me at (703) 877-5675 or Tina Curtis at (703) 877-5601 if you have any questions or need additional information. Thank you for your assistance with this project.

Sincerely,

Gregg L. Steverson, P.E., PTOE
Director

Cc: Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/transportation

FCDOT
Serving Fairfax County Since 1977

Telegraph Road at Hayfield Road

ATTACHMENT 2

https://www.vdot.virginia.gov/TelegraphatHayfield

VDOT Virginia Department of Transportation

Telegraph Road at Hayfield Road
Fairfax County

Willingness to Hold a Public Hearing

Find out about planned improvements in the area of the Telegraph Road (Route 611) and Hayfield Road (Route 635) intersection. The improvements include modifying pavement markings along Telegraph Road from Broadmoor Street to Hayfield Road; relocating the crosswalk between Hayfield Secondary and Hayfield Elementary schools with a raised refuge island; and installing rectangular rapid flashing beacons.

Review project information at **https://www.vdot.virginia.gov/TelegraphatHayfield** or at VDOT's Northern Virginia District Office, 4975 Alliance Drive, Fairfax, VA 22030. Please call ahead at 703-259-2907 or TTY/TDD 711 to make an appointment with appropriate personnel.

If your concerns cannot be satisfied, VDOT is willing to hold a public hearing. You may request that a public hearing be held by sending a written request to Ms. Hong Ha, P.E., Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030 on or prior to **September 10, 2025**. If upon receiving public comments it is deemed necessary to hold a public hearing, notice of date, time and place of the hearing will be posted.

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964, as amended. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT Civil Rights at 703-259-1775 or TTY/TDD 711.

State Project: 0611-029-467, P101, R201, C501
UPC: 116086

ATTACHMENT 3

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
4975 Alliance Drive
Fairfax, VA 22030

STEPHEN C. BRICH, P.E.
COMMISSIONER

June 3, 2026

Ms. Vanessa Aguayo
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033

SUBJECT: Request for Fairfax County Endorsement
Telegraph Road at Hayfield Road Safety and Accessibility Improvements
State ID: 0611-029-467, P101, R201, C501
Federal ID: STP-5B01(102)
UPC: 116086
Funding source: Local

Dear Ms. Aguayo:

In accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a **Notice of Willingness to hold a Public Hearing** was posted on the above-mentioned project in August / September, 2025 with an expiration date on September 10, 2025. During that timeframe, no comments were received.

It should be noted that, prior to the Notice of Willingness, two virtual public information meetings (January 26, 2022 and July 22, 2024) and an online survey (January 23-February 13, 2023) were completed, during which multiple improvement alternatives were presented.

The final preferred alternative advancing into design and construction includes:

- Modifying pavement markings along Telegraph Road—from 200 feet east of Broadmoor Street to Hayfield Road—to add buffered bicycle lanes and updated turn-lane striping, improving safety and traffic operations in the project area
- Relocating the crosswalk between Hayfield Secondary and Hayfield Elementary schools with a raised refuge island 240 feet east from the existing crosswalk location
- Installing Rectangular Rapid Flashing Beacons (RRFB) at the relocated crosswalk

The project is 100% funded using Fairfax County funds. The anticipated construction completion is Spring 2029. The only impacted parcel is a Fairfax County Public School (FCPS) property, where minor permanent and temporary easements are required for construction.

ATTACHMENT 3

The project has been processed in accordance with current VDOT policies and procedures. In light of the above information, it is requested that Fairfax County endorse the subject project as proposed. VDOT may accept either a letter of endorsement from Fairfax County Department of Transportation Director or Fairfax County Board of Supervisors' endorsement to move this project to final stage of design.

Should you have any questions, or require any additional information, please contact me directly at 703-259-2299 or Yuliya.Esmond@VDOT.Virginia.gov.

Sincerely,

Yuliya Esmond, P.E.
Assistant District Location & Design Engineer (Northern Virginia District)
Virginia Department of Transportation
Office: 703-259-2299
Cell: 571-478-4670
Yuliya.Esmond@VDOT.Virginia.gov

Board Agenda Item
September 15, 2026

ACTION – 3

Authorization to Execute a Memorandum of Agreement Between the Friends of Fairfax County Animal Shelter, Inc., and the Board of Supervisors of Fairfax County

ISSUE:
Board of Supervisors ("Board") approval of, and authorization for the County Executive or designee to execute, a Memorandum of Agreement ("Agreement") between the Friends of Fairfax County Animal Services, Inc. ("Friends") and the Board.

RECOMMENDATION:
The County Executive recommends that the Board authorize the County Executive, or designee, to execute the Agreement, substantially in the form of Attachment 1.

TIMING:
Board action is requested on September 15, 2026.

BACKGROUND:
Friends is a 501(c)(3) nonprofit organization that raises funds to support and enhance the operations of the Department of Animal Services (DAS). Friends provides financial support for the care of animals in need, promotes humane education throughout the community, and advances efforts to end animal homelessness, pet overpopulation, and animal cruelty in Fairfax County. Friends has served as the sole nonprofit fundraising partner for the County's animal shelters since 2005.

The proposed Agreement formalizes the longstanding partnership between Fairfax County and Friends by defining the roles and responsibilities of each party, establishing expectations for coordination and communication, and setting forth the terms under which Friends will conduct fundraising and provide financial support to DAS. The Agreement also outlines the support DAS and the County will provide to Friends to support their mission.

In 2025, Friends provided $321,616 in financial support to DAS, consisting of approximately 12% of DAS's annual operating budget. Friends' donations are directed to support the following services:

- Medical care for pets in DAS's care and pets that have been adopted from the two animal shelter campuses, including rabbit spay/neuter, dental procedures, and parasite prevention
- Medical care for community cats including spay/neuter, vaccinations, and minor medical services
- Vouchers for medical care for select senior pets that have been adopted
- Leashes, collars, and tags for dogs and cats that have been adopted

Friends anticipates entering into an agreement with the Community Foundation for Northern Virginia ("CFNOVA"), a 501(c)(3) nonprofit organization, to establish a designated fund through which CFNOVA will administer Friends' assets in support of its mission. The proposed Agreement anticipates the operational and administrative changes associated with this transition while ensuring the continued collaboration between Friends and DAS.

EQUITY IMPACT:
DAS is committed to making pet ownership accessible for all Fairfax County families. Approval of this Agreement enhances DAS' ability to provide additional resources, such as veterinary vouchers for older pets, that reduce barriers to adoption.

FISCAL IMPACT:
DAS estimates that there is no additional fiscal impact associated with approval of the Agreement. The County will continue to provide existing in-kind support to Friends, including office space, information technology resources, software access and staff support, all of which are accommodated within the DAS's approved operating budget. Friends will continue to provide philanthropic support to DAS.

ENCLOSED DOCUMENTS:
Attachment 1 – Memorandum of Agreement

STAFF:
Thomas Arnold, Deputy County Executive
Reasa Currier, Director, Department of Animal Services

ASSIGNED COUNSEL:
John A. Dorsey, Assistant County Attorney

MEMORANDUM OF AGREEMENT BETWEEN THE FRIENDS OF THE FAIRFAX COUNTY ANIMAL SHELTER AND THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

This Memorandum of Agreement, effective as of the last date of signature shown below (the "Effective Date"), by and between the Board of Supervisors of Fairfax County, Virginia (hereinafter "the County"), and the Friends of the Fairfax County Animal Shelter, Inc. (hereinafter "the Corporation"), and together known as the "Parties", is for the purpose of defining the relationship between the Parties. This Memorandum of Agreement (hereinafter "Agreement") shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties including the Memorandum of Agreement between the Parties dated March 14, 2017, and the Addendum to that Memorandum of Agreement dated September 24, 2019.

WHEREAS, the County maintains a public animal shelter that is divided into two campuses (collectively "the Shelter") and is operated by the Department of Animal Services ("DAS"); and,

WHEREAS, the Shelter maintains certain programs to control animal overpopulation, provide veterinary care to animals housed at the Shelter, reduce euthanasia of adoptable pets, promote responsible pet ownership and improve animal welfare in Fairfax County; and,

WHEREAS, the Corporation, EIN 20-5009244, has been organized in the Commonwealth of Virginia as a non-stock, 501(c)(3) non-profit corporation for the purpose of supporting and enhancing the general operation of the Shelter, assisting the Shelter with caring for animals in need, humane education in the community and ending animal homelessness, pet overpopulation and animal cruelty in Fairfax County; and,

WHEREAS, the Corporation accomplishes this purpose by providing funding to the Shelter; and,

WHEREAS, the Corporation is an independent, separate, legal entity apart from the County and the Shelter; and,

WHEREAS, it is in the mutual interest of the Parties to work toward supporting, improving, and promoting the Shelter's programs;

WITNESSETH: that for and in consideration of the County's recognition of the Corporation, and the raising of funds and the acceptance of contributions by the Corporation in the name of the Shelter to benefit the Shelter's programs, the Parties hereto mutually agree as follows:

1. PRIVILEGES GRANTED. In executing this Agreement, the County grants the Corporation the privilege to solicit contributions in the name of and on behalf of the Shelter for use in support of the programs and objectives of the Shelter and agrees to accept such contributions subject to the terms of this Agreement and applicable law and County policies. Nothing in this Agreement shall prohibit the Corporation

from establishing a designated fund with the Community Foundation of Northern Virginia ("CFNOVA") for the purpose of accepting, managing and distributing monetary donations for the exclusive benefit of the Shelter.

2. CORPORATE STATUS AND DISSOLUTION

   a. The Corporation has registered with the Virginia State Corporation Commission and will comply with all laws or other requirements so as to maintain its registration with the Commonwealth of Virginia as a duly incorporated non-profit, non-stock corporation. Further, the Corporation has obtained a valid determination letter from the Internal Revenue Service designating the Corporation as a not-for-profit corporation under Section 501(c)(3) of the United States Internal Revenue Code, 1986, as amended, and the Corporation shall comply with all requirements of the Internal Revenue Code so as to remain an approved 501(c)(3) charitable tax exempt corporation. If the Corporation receives notice from the Internal Revenue Service that its status as a 501(c)(3) has changed, or if the Corporation receives notice from the Virginia State Corporation Commission that it is no longer in good standing with that body, then the Corporation shall notify the County of the change in status and any steps that the Corporation is taking to regain such status. Such notification to the County shall be made within five (5) business days of the Corporation's receipt of notice from the Internal Revenue Service or the State Corporation Commission, respectively.

   b. The Bylaws of the Corporation shall provide that, upon dissolution of the Corporation, the Board of Directors will wind up the affairs of the Corporation consistent with applicable law, including Va. Code §§ 13.1-906 and 13.1-907 (as those Sections may be amended from time to time) and the remaining assets of the Corporation will be distributed to the County for the benefit of the Shelter, or in the alternative, to the designated fund established with CFNOVA for the exclusive benefit of the Shelter. In the event that there is no longer a Shelter in existence upon dissolution, the assets of the Corporation shall be distributed pursuant to Virginia law. If, at the time of the execution of this Agreement, the Bylaws of the Corporation do not contain such a provision, the Corporation will take action to amend the Corporation's Bylaws to include such a provision within sixty (60) days of execution of this Agreement. The Corporation further agrees to maintain this provision throughout the duration of this Agreement.

   c. The Articles of Incorporation of the Corporation provide that the Corporation is organized to assist the Shelter with caring for animals in need, assisting with humane education in the community and ending animal homelessness, pet overpopulation and animal cruelty in Fairfax County. The Bylaws of the Corporation provide that the purpose of the Corporation is to support and enhance the general operation of the Shelter, including, but not limited to assistance with medical treatment for animals with special needs, financial support of Shelter or community programs, and humane education in the community that enhances the well-being of animals, and that the Corporation may also address more general animal welfare issues that affect animals in Fairfax County, VA, and its shelter(s). The Corporation agrees to maintain these provisions throughout the duration of this Agreement.

3. FUNDRAISING.

   a. The Corporation will conduct fundraising activities in support of the programs and services of the Shelter by soliciting donations, property or services.

   b. The Corporation will not conduct any fundraising activities for any entity other than the Shelter, or for programs other than those of the Shelter, and will not donate any funds to any such other entity or program. Notwithstanding any other language in this Agreement to the contrary, the Parties agree that the Corporation will decide in its sole and absolute discretion, consistent with applicable law, how and when to conduct its fundraising and other operational activities, including without limitation, the amount of Funding (defined below) to be provided pursuant to this Agreement and the expenses it incurs to conduct its business.

4. BUDGETING AND FUNDING.

   a. By January 10th of each calendar year, commencing January 2027, the Shelter will request funding from the Corporation by submitting to the Corporation President or designee (“President”) the Shelter’s proposed annual funding budget for that year, consistent with the funding restrictions set forth in this Section 4 (“Proposed Annual Funding Budget”). The President will forward the Proposed Annual Funding Budget and any comments to the Corporation’s Board of Directors. If the Corporation’s Board of Directors does not accept any portion of the Proposed Annual Funding Budget, it will give the Director of DAS or designee (“Director”) an opportunity to explain the reasons for such refused funding in person or via electronic meeting. The President will then develop a final annual funding budget and submit it to the Corporation’s Board of Directors for consideration and approval. Once approved by the Board of Directors, the final annual funding budget of the Shelter (the “Final Annual Funding Budget”) will be provided to the Shelter. The Final Annual Funding Budget will be consistent with the funding restrictions set forth in this Section 4 and will set forth the dollar amount allocated to each category of permissible expenditures that the Shelter may pay from the Funding.

   b. The Corporation will provide funding (“Funding”) to the Shelter in two

(2) equal installments made no later than February and August of each calendar year in amounts set forth in the Final Annual Funding Budget.

c. The County and the Shelter agree that the Funding shall only be used for the following purposes and consistent with the Final Annual Funding Budget:

   i. Veterinary and other medical care for Shelter-owned animals, and animals that have been adopted from the Shelter with a voucher for veterinary services.

   ii. Parasite prevention services.

   iii. Dental care for Shelter-owned animals, and animals that have been adopted from the Shelter with a voucher for dental service.

   iv. Spay/neuter, vaccinations and minor medical services for feral cats in connection with a Shelter program designed to reduce feral cat overpopulation.

   v. Collars, tags and leashes for animals adopted from or otherwise released from the Shelter.

   vi. Such other purposes as proposed by the Shelter and approved by the Corporation in its sole discretion to be consistent with its organizational purpose.

d. For the avoidance of doubt, the Funding may not be used for animals that are temporarily housed at the Shelter, including, without limitation, animals in the PetHaven program, custody cases, strays, or animals returned to owners unless specifically authorized pursuant to this Section 4.

e. Nothing in this Agreement shall prohibit an amendment to the Final Annual Funding Budget during the calendar year that reflects a reallocation of Funding upon approval of the Corporation's Board of Directors after consultation with the Director.

f. To the extent permitted by law and County policies, DAS will directly pay all authorized providers of goods and services to the Shelter and will not request that such payments be made directly by the Corporation.

g. All Funding provided by the Corporation to the Shelter shall be accepted in accordance with the County's Purchasing Resolution.

h. The Director or designee agrees to provide a comprehensive report to the Corporation ("Shelter Disbursement Report") by the 10^{th} of January and the 30^{th} of July of each calendar year, which will identify all expenditures made from the Funding by each service category established in the Final Annual Funding Budget for such calendar year in a format acceptable to the Corporation. Each Shelter Disbursement Report will include the following financial and other information:

i. A list of animals that received veterinary, other medical, or dental care, the type of treatment or service, date of service, the invoice amount paid, and the animal's name and identification number. Each category of service will be separately reported and itemized by animal.

ii. Copies of invoices for parasite prevention.

iii. Copies of invoices for collars, tags and leashes.

iv. A list of feral cats that received treatment in connection with a program designed to reduce feral cat overpopulation, including type of treatment, date of service, and invoice amount paid.

v. Copies of invoices for other expenses authorized in the Final Budget.

5. FACILITIES AND RESOURCES.

a. The County will provide office space, storage space and office support to the Corporation free of charge for purposes related to this Agreement. Such office support shall include:

i. Exclusive use of office space located in the Office of Consumer Affairs, 12000 Government Center Parkway, Suite 433, Fairfax, Virginia (specifically offices 435.6 and 435.9) or comparable office spaces located elsewhere at 12000 Government Center Parkway, Fairfax, Virginia (the "Offices").

ii. Exclusive access to and use of two functional desktop computers with Microsoft 365 installed and the printers located in the Offices.

iii. Storage space located at the 4500 West Ox Road, Fairfax, Virginia Shelter campus basement and training room, of sufficient size to store the Corporation's fundraising and other similar materials.

iv. Three proxy cards for Offices building and Shelter entry and printer use; provided, however, that such proxy cards shall only be issued in accordance with County policies.

v. Shared access to and use of the Pet Point animal management software by two Corporation employees.

vi. Access to and use of the County print shop and mail services for dissemination of newsletters and other Corporation publications.

b. The County agrees to provide space in the main Shelter reception areas for the Corporation's brochures, flyers, advertisements and similar literature to inform the public of the Corporation's existence and fundraising efforts. DAS further agrees to include in its adoption materials written acknowledgement of the support provided by the Corporation while the animal was in the Shelter's care and of supplies provided by the Corporation to adopters.

c. The County may provide additional office space at other locations subject to availability and the needs of the Corporation.

d. The Corporation agrees to negotiate and execute any lease or license agreements that the County may require for use of space at the Shelter, the Offices, or elsewhere.

e. To the extent permitted by law and County policies, the County agrees to publish content related to the fundraising efforts and support provided by the Corporation on its website, social media, and newsletter on a regular basis, provided that DAS retains editorial control of all such content.

f. Upon request by the Corporation, the Director or designee agrees to contact adopters on a quarterly basis on behalf of the Corporation for the purpose of obtaining success stories about veterinary and dental services provided to animals pursuant to this Agreement.

g. The Corporation relinquishes all right, title and interest to the inscribed brick patio on the grounds of the Shelter campus at 4500 West Ox Road (the "Patio"), the construction of which was authorized by an Addendum dated September 24, 2019 ("Addendum"), to the Memorandum of Agreement between the County and the Corporation dated March 14, 2017. Notwithstanding the foregoing, the Corporation retains the right to raise funds by selling inscribed bricks and to place them in the Patio. The Corporation represents and warrants that it has not initiated and will not initiate the other fundraising projects authorized in the Addendum, including the Tree of Life and Plaques.

6. NAME AND LOGO.

a. The County agrees that the Corporation is authorized to use the name and logo of DAS and the Shelter for purposes related to this Agreement.

b. Any such use of name and logo of DAS or the Shelter shall make clear that the Corporation is not an agency of the County.

c. The Corporation agrees that the County, DAS and the Shelter are authorized to use the name and logo of the Corporation for purposes relating to this Agreement.

d. All such use of official logos and names shall be done in a favorable way and in a manner as to emphasize the benefits that this Agreement provides to the community and the animals.

7. BOOKS, RECORDS AND REPORTS.

a. The Corporation shall keep complete and accurate books of account and records of its activities under and in connection with this Agreement. The Corporation shall also obtain an audit or review of its financial statements on an annual basis if required by applicable law and make such audit or review opinion available to the County.

b. Once per calendar year, the County and its designees shall have the right to inspect and copy at any time during normal business hours at a mutually agreed location, all books and records, in whatever form maintained, including electronic media, to the extent that those books and records relate to the Corporation's fundraising activities and expenditures of the Corporation's funds.

c. Once per calendar year, the County may request that the Corporation's records be audited by an independent party at the County's expense.

8. TERM.

a. This Agreement shall be in effect for a term of two (2) years from the Effective Date unless it is terminated earlier as set forth in this paragraph.

b. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice.

c. The term of this Agreement may be extended for successive two-year terms upon mutual, written agreement of the Parties.

9. INSURANCE AND INDEMNIFICATION.

a. The Corporation agrees to maintain business owner's insurance in the amount of $1,000,000, with the County as an additional insured, throughout the term of this Agreement.

b. The Corporation agrees to maintain non-profit organization management insurance in the amount of $1,000,000 throughout the term of this Agreement.

c. The Corporation agrees to maintain crime insurance in the amount of $25,000 throughout the term of this Agreement.

d. The Corporation will indemnify and hold harmless the County, its agents, officials, employees and volunteers from and against all losses, damages, expenses, claims, demands, suits, and actions by any party based on any intentional or negligent action or omission to act by any member or agent of the Corporation in connection with any work or activities performed or conducted by the Corporation relating to the County or the Shelter.

10. NOTICES. All notices relating to the term or the termination of this Agreement shall be in writing and sent by certified mail to the parties at the following addresses:

Friends of the Fairfax County Animal Shelter
P.O. Box 2321
Centreville, VA 20122

Fairfax County Animal Services
4500 West Ox Road
Fairfax, VA 22030

11. GENERAL PROVISIONS.

a. This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its conflicts of law rules. Each party acknowledges that this Agreement is made and will be performed in Fairfax County, Virginia, and hereby voluntarily submits to and consents to the jurisdiction and venue of the courts of Fairfax County, Virginia and of the United States District Court for the Eastern District of Virginia, Alexandria Division, in connection with any action, suit or other proceeding between the parties, and hereby waives preferred or more convenient venues, if any.

b. Any assignment or attempted assignment of this Agreement by either Party without the prior written consent of the other Party shall be void.

c. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

d. This document contains the entire Agreement between the Parties and it may not be modified, amended, altered or extended except by a written amendment executed by both Parties. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

e. The Corporation is not an agent of the County. The Corporation's officers, agents and employees shall not be considered employees of Fairfax County for any purpose, and they shall not be entitled to receive any of the benefits associated with regular employment with Fairfax County and will not be subject to the provisions of the Fairfax County Employee Merit System. Nothing in this Section shall prohibit the Corporation's officers, agents and employees from using office space and support from the County, DAS and the Shelter as set forth in Section 5 above.

f. The Corporation agrees to comply with all federal, state, and local laws, including those laws governing charitable organizations and the solicitation of charitable contributions.

g. Nothing in this Agreement shall prohibit the County, DAS or the Shelter from receiving donations from other individuals or groups. If another non-profit entity is authorized to fund raise for the Shelter, the Shelter agrees to communicate with the Corporation to ensure clear messaging to the public, including the existence and separate services being offered by the Corporation and any other such non-profit entity.

h. For the purposes of this Agreement, the Director shall act on behalf of the Shelter.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and may contain electronic or digital signatures without affecting the validity thereof.

j. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

k. Each Party represents that individual executing this Agreement on its behalf has authority to bind such Party to the terms of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below.

FRIENDS OF THE FAIRFAX COUNTY ANIMAL SHELTER

By:_____________________________
Evelyn C. Grieve, President
Friends of the Fairfax County
Animal Shelter

Date:___________________________

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:____________________________
Bryan J. Hill
Fairfax County Executive

Date:___________________________

Board Agenda Item
September 15, 2026

CONSIDERATION – 1

Fairfax County Police Civilian Review Panel Amended Bylaws

ISSUE:
Approval of amendments to the Bylaws for the Police Civilian Review Panel (Panel) to reflect the formation of the new Police Accountability Office and new position of Panel Manager.

RECOMMENDATION:
Staff recommends approval of the requested amendment to the Panel Bylaws.

TIMING:
Board action is requested on September 15, 2026.

BACKGROUND:
The Board of Supervisors last amended the Panel Bylaws on December 9, 2025. Those amendments were made to change the length of terms for Panel officers from one year to two years. Effective July 1, 2026, the Office of the Police Civilian Review Panel (OPCRP) and the Office of the Independent Police Auditor (OIPA) combined to form the Police Accountability Office. With the establishment of the new office, the new positions of Panel Manager and Police Accountability Office Director were created. The Independent Police Auditor is no longer an executive. The Bylaws amendments reflect the new positions, while maintaining the separate functions of the Independent Police Auditor and the Panel. The amendments also reflect the continued independence of the Panel and its relationship with the Police Accountability Office. A majority of the Panel voted to approve the attached amendments to the Bylaws during the Panel's July 9, 2026 meeting.

EQUITY IMPACT:
The Fairfax County Board of Supervisors established the Police Civilian Review Panel to enhance police legitimacy and to build and maintain public trust between the Fairfax County Police Department (FCPD), the Board of Supervisors, and the public. The Panel accomplishes this by reviewing completed FCPD investigations into complaints containing allegations of abuse of authority or serious misconduct to ensure accuracy, completeness, thoroughness, objectivity, and impartiality. Abuse of authority or serious misconduct may include use of abusive racial, ethnic, or sexual language or gestures;

and harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status, or disability.

The work of the Panel is directly in line with One Fairfax's goal of achieving community and public safety that are responsive to all residents. One Fairfax's Equity Driver of Community Safety and Justice states, "All people in Fairfax County are entitled to expect that their law enforcement and other public safety departments provide service consistent with the roles defined for them through community involvement and input, and that they should to do so in a manner that is fully transparent and accountable to the public, ensures through implicit bias and cultural competency training that all persons are treated equally and that racial, cultural or other profiling does not occur." The Panel's work also aligns with the Countywide Strategic Plan community outcome area of Safety & Security.

After the creation of the Panel, the Board of Supervisors created the OPCRP as its own agency to maintain its independence from the OIPA. Prior to the creation of the OPCRP, the Panel was supported by the OIPA and had no permanent staff of its own. The establishment of the OPRCP, with its own full-time staff, amplified the work the Panel does to further equity in the community. The full-time staff supported measures like increased training for Panel members, focused outreach to the community, and continuous discussion with FCPD, particularly as it relates to bias-related complaints by community members. This independence will continue, with the Panel being supported by the newly created Panel Manager and Police Accountability Office Director, along with assistance from the Analyst who primarily supports the Independent Police Auditor.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Panel's Bylaws with Changes Highlighted
Attachment 2: Proposed Amendment to the Panel's Bylaws, Clean Version

STAFF:
Thomas Arnold, Deputy County Executive
Craig A. Miles, Police Civilian Review Panel Liaison

ASSIGNED COUNSEL:
Jamie Greenzweig, Deputy County Attorney

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL

Approved by the Board of Supervisors on July 11, 2017
Accepted by the Police Civilian Review Panel on August 3, 2017
Amendments Approved by the Board of Supervisors on October 16, 2018, November 19, 2019, December 1, 2020, February 23, 2021, July 27, 2021, July 19, 2022, June 24, 2025, December 9, 2025, and September 15, 2026

ARTICLE I. NAME[1]

The name of this organization is the Fairfax County Police Civilian Review Panel (also known as the PCRP or the Panel).

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the Fairfax County Police Department (FCPD), the Board of Supervisors and the public. The Panel will:

A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;

B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and

C. Make recommendations on law enforcement policies, practices, and procedures to assist the FCPD Chief of Police (Chief) and Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

1. The Board of Supervisors shall appoint each Panel Member.

2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have

[1] Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

prior law enforcement experience other than as a member of the FCPD or the Fairfax County Sheriff's Office (FCSO).

3. The Board of Supervisors shall endeavor to create an independent and fair body, giving due consideration to the following factors, among others: community and civic involvement; diversity; law enforcement and/or criminal investigative experience; reputation in the community; geographical representation; and other factors designated to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

B. Terms of Service.

1. Panel Members shall be appointed for three-year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.

2. Panel Member terms shall be staggered.

3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms, and three Panel Members shall be appointed to a one-year term.

4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three-year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.

2. The Chair or Police Accountability Office (PAO) Director shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel Meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).

3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.

4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel

Member term resulting from a vacancy that occurs for any reason. If the Chair position becomes vacant prior to the end of the Chair's term, the Vice-Chair shall become the Chair for the remainder of the previous Chair's term and then for two years after that.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS, AND COMMITTEES

A. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed upon by the Panel Members, the Panel shall elect the initial Vice-Chair.

B. Succession, Annual Election of Officers, and Vacancies.

1. Unless the Panel Members agree otherwise by majority vote, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.

2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.

3. All Panel officers shall be elected at the first meeting of the calendar year. Unless the Panel Members agree otherwise by majority vote, terms of office for Panel Officers shall be for two years, effective March 1st of each calendar year.

4. No Panel Member may serve consecutive terms as Chair.

5. If the Vice-Chair position becomes vacant prior to the end of the Vice-Chair's term, the Panel may elect a replacement Vice-Chair at any time after the vacancy occurs to serve the balance of the unexpired term.

6. If the Chair position becomes vacant prior to the end of the Chair's term, the Vice-Chair shall become the Chair for the remainder of the previous Chair's term and then for two years after that.

7. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice (electronic or otherwise) of the proposed election before the meeting at which the replacement is to be elected.

8. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

C. Duties of the Chair and Vice-Chair.

1. The Chair shall:

   (a) Preside over all Panel meetings at which the Chair is present;

   (b) Act in concert with the Panel Manager as a connection between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;

   (c) Serve as the Panel's official spokesperson;

   (d) Oversee the preparation of the Panel's Annual Report described in Article IX.B;

   (e) Perform any other duties as the Panel may delegate; and

   (f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

   (a) Preside over Panel meetings in the absence of the Chair; and

   (b) Perform any other responsibilities delegated by the Chair or requested by the Panel.

3. Panel Committees:

   (a) The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of the Virginia Freedom of Information Act (VFOIA).

ARTICLE V. QUORUM, VOTING, AND MEETINGS

A. Quorum.

At any full Panel Meeting, the presence of five Panel Members shall constitute a quorum. Any Panel Meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take action. Notwithstanding the previous sentence, the affirmative vote of a majority of the appointed Panel Members is required to approve Panel Findings and the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

1. The Panel shall meet as often as necessary to conduct Panel business.

2. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.

3. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for Emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

4. Panel Meeting Notices shall be posted by Police Accountability Office (PAO) staff:

   (a) On the Panel's official public government website;

   (b) At a prominent public location at which notices are regularly posted; and

   (c) Outside the office of the Police Civilian Review Panel.

5. All Panel Meetings shall be conducted in:

   (a) places that are accessible to persons with disabilities;

   (b) public buildings whenever practical; and

   (c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws). Other accommodation and/or language translation services will be provided with reasonable advanced notice to the Panel.

6. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.

7. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.

8. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.

9. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:

   (a) the date, time, and location of each meeting;

   (b) the Panel Members present, participating remotely, and absent;

   (c) a summary of the discussion on matters proposed, deliberated, or decided; and

(d) a record of any votes taken.

10. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

11. The Panel may solicit and receive public comment and answer questions about any matter related to law enforcement policies, practices, and procedures up to six times annually. As long as applicable VFOIA requirements are followed, the Panel may solicit, receive, and respond to such public comment in up to six public meetings annually, sponsored by the Panel or others, where the public is invited to comment.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations and their findings to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of “abuse of authority” or “serious misconduct” by an FCPD officer, and (2) a Review Request is filed. The Panel shall not review:

   (a) alleged misconduct that is subject to the exclusive review by the Auditor;

   (b) any Complaint related to an incident that occurred before December 6, 2016;

   (c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);

   (d) a Review Request filed more than ninety (90) days after the date of the FCPD notice sent to the complainant that informs the complainant of the completion of the FCPD’s investigation of the complainant’s Initial Complaint (unless the Panel determines that there is good cause to extend the filing deadline); or

   (e) a Complaint concerning matters that are subject of a pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding; or any complaints from Fairfax County employees that are subject to any process, proceeding or appeal as set forth in the County’s Personnel Regulations or that are subject to the Police Department’s General Orders 310 or 311.

2. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court’s judgment has been appealed. The Panel

shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

3. Where a Complaint alleges misconduct within both the Panel's scope of authority and the Auditor's scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The PAO Director shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort. If the matter cannot be divided between the Auditor and the Panel in an efficient manner, then the Auditor shall conduct the review of all portions of the investigation.

4. If there is a conflict in the scope of authority between the Auditor and the Panel, then the matter shall be resolved by the Auditor and the Panel Manager, in consultation with the PAO Director, Panel Chair, and Panel Vice-Chair.

B. Definition of "Abuse of Authority" or "Serious Misconduct".

For purposes of determining the Panel's authority to review an Investigation, "Abuse of Authority" or "Serious Misconduct" by an FCPD police officer includes:

1. the use of abusive racial, ethnic or sexual language or gestures;
2. harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
3. acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
4. reckless endangerment of detainee or person in custody;
5. violation of laws or ordinances; or
6. other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Canon of Ethics, which may occur both on- or off-duty.

C. The Complaint.

1. Content and Filing of a Complaint.

(a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered or emailed to the PAO.

(b) A Complaint shall contain:

(i) identifying information for the person filing the Complaint and a statement of whether the complainant wishes to remain anonymous;
(ii) a statement describing the reasons for the Review Request, unless the Complaint

is an Initial Complaint;

(iii) the specific details concerning police behavior;

(iv) a description of the incident in which the behavior occurred; and

(v) a list of the names, addresses and phone numbers of all witnesses to, or people with knowledge of the incident known by the complainant.

(c) PAO Staff shall immediately forward an Initial Complaint to the FCPD for investigation and notify the Auditor if it alleges use of force. The FCPD shall complete its investigation and provide the PAO and Panel access to the FCPD Investigation within ninety (90) days of receipt of the complaint. The Panel shall extend the 90-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

D. Initial Review and Disposition.

1. Initial Review.

(a) The Panel will determine if it has authority to review the subject Investigation, taking into account whether the underlying Complaint:

(i) is timely filed; or

(ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.

(b) The Panel shall conduct an Initial Review of each Review Request which may be conducted by the Panel as a whole or by subcommittee.

2. Initial Review Subcommittee Authority and Composition.

(a) The PAO may designate subcommittees (Initial Review Subcommittee) comprised of Panel Members to conduct Initial Reviews of Review Requests filed by community members with the Panel.

(b) An Initial Review Subcommittee shall be comprised of at least three Panel Members (with rotating membership).

(c) The PAO shall designate one Panel Member as chair of the Initial Review Subcommittee.

(d) The Subcommittee shall conduct, in accordance with written duties established by the Panel, an initial review of the subject Complaint to determine whether the Complaint meets the minimum criteria for review and consideration by the full Panel.

3. Initial Review Subcommittee Process and Report to the Panel.

(a) The Subcommittee shall review a Complaint to determine whether:

(i) The Complaint alleges Serious Misconduct or Abuse of Authority as defined in these Bylaws; and

(ii) The evidence contained in, or absent from, the investigative file could lead a reasonable Panel Member to conclude that there is sufficient basis for a Full Panel Review.

(b) A unanimous Subcommittee vote shall be required to determine that a Complaint does not meet the criteria set forth in these Bylaws, and thus recommends that the Complaint not be considered by the full Panel.

(c) A member of the Subcommittee, designated by the Subcommittee chair, shall provide a summary of the Subcommittee's deliberations and recommendation at such time as the Panel considers the subject Complaint.

(d) The full Panel will consider the recommendation from the Subcommittee and vote to determine whether it accepts the Review Request and will conduct a Full Panel Review Meeting.

(e) At the request of the Panel, or if the Complainant attends and requests an opportunity to be heard during the Initial Review process, the Complainant may speak to the Panel, or a subcommittee thereof, during any meeting where their Complaint is on the agenda. The Complainant, or their representative, shall have the opportunity to state the reasons for filing the Review Request, and the Panel, or a subcommittee thereof, may ask questions of the Complainant regarding those reasons.

(f) The Panel may not accept new evidence or testimony from the Complainant.

(g) The Complainant's statement may not exceed fifteen (15) minutes, except with permission of the Subcommittee Chair.

(h) Panel Members who are not members of the Subcommittee may also have an opportunity to review the investigative file.

4. Initial Disposition Notice.

(a) Within 30 days of the Panel's vote on whether the Complaint qualifies for review by the full Panel, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.

(b) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.

(c) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.

(d) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the PAO shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

E. Pending Proceedings.

1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding, the Panel shall:

   (a) immediately suspend its review;

   (b) defer the review pending resolution of the criminal, civil, or administrative proceeding;

   (c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and

   (d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.

2. The Panel may request assistance of Counsel, the Panel Manager, the PAO Director, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject of pending proceedings.

3. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of administrative proceedings until all administrative appeals are resolved.

F. Panel Review Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.
   In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

   (a) If the Panel determines it has authority to review an Investigation under Article VI.A.1, the Panel shall convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within ninety (90) days of the Panel's vote to review.

(b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the PAO.

(c) Notwithstanding Article V.C.4., Panel Review Meeting Notices shall be published and sent to Panel Members, the Auditor, the FCPD Internal Affairs Office, the County Attorney's Office, the Panel's Counsel, and the Complainant at least fourteen (14) days before the Review Meeting.

(d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.

(e) The Panel shall not take testimony or receive evidence.

(f) At the request of the Panel or if the Complainant attends and requests an opportunity to be heard at the Panel Review Meeting, the Complainant or their representative shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the Complainant or their representative regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

(g) At the request of the Panel Chair, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.

(h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within 90 days, conduct further investigation and provide to the Panel a supplemental report that details the findings of the additional investigation.

(i) Translation services will be provided for a complainant or other person who needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions and Confidential Matters During Panel Review Meetings.

(a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.

(b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of *Garrity v. New Jersey*, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.

(c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).

(d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that an officer's personnel record and those portions of the investigative case file reflecting officer discipline, other officers, confidential informants, victims, or witnesses, personal information including names, social security numbers, dates of birth, driver's license numbers, agency-issued identification numbers, student identification numbers, criminal or employment records, shall not be disclosed or disseminated unless the information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia Law.

(e) Portions of records of law-enforcement agencies, including the FCPD, that contain specific tactical plans or investigative procedures, the disclosure of which would jeopardize the safety or security of law-enforcement personnel or the general public, shall also not be disclosed or disseminated unless such information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia law.

G. Disposition of Review Requests.

1. Timely Completion.

(a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) within ninety (90) days of the investigation file being made available to the Panel.

(b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

   (a) Upon completing a requested Investigation review, the Panel shall reach one of the following Panel Findings:

      (i) Concur with the findings and determination detailed in the FCPD Investigative file;

      (ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or

      (iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.

   (b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.

   (c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.

   (d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings or the PAO Director the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING, AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

1. The Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies, practices, and procedures that the Panel concludes are needed.
2. The Panel may conduct up to six Public Comment Meetings annually, where it solicits and receives public comments or answers questions about any matter relating to law enforcement policies, practices, and procedures. Such public meetings may be sponsored by the Panel or by others, and they must meet applicable VFOIA requirements.

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, *et seq.* A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

3. Each Panel Member shall receive a Fairfax County email address by which to conduct Panel business and communications. All Panel-related communications must be maintained according to VFOIA.

E. Review of FCPD Investigative File.

1. All Panel Members shall review FCPD Investigative case files prior to panel meetings to review investigations associated with those case files.

2. Panel Members who have not reviewed case files shall not participate in Panel discussions or vote on matters involving cases they have not reviewed, with the exception of voting whether to accept the recommendation of a subcommittee.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel Meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.

2. The PAO shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The PAO Director shall prepare the Annual Report describing the Panel's activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.

2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.

3. The Panel shall deliver the Annual Report to the Board of Supervisors through the PAO Director and the Chief from the previous calendar year to the Chair of the Board's Safety and Security Committee.

4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel, each Panel Member, the PAO Director, and the Panel Manager shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 through 2.2-3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

B. Conflicts of Law and Policy.

These Bylaws are not intended to conflict with Laws or policies of the Board of Supervisors. To the extent there is a conflict between any Law or any other resolution or matter passed by the Board, and these Bylaws, the Law or Board action shall govern.

C. Panel Immunity.

Panel Members, the PAO Director, and the Panel Manager shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.,* and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel Meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.

2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.

2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

3. The Board of Supervisors shall appoint an PAO Director to support the Panel. The PAO Director will hire a Panel Manager to assist in the support of the Panel.

   Among other duties as assigned, the PAO Director or Panel Manager will:

   a. Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
   b. Plan and organize the work of the Police Civilian Review Panel, advise the Chair and its members, and carry out its directives;
   c. Serve as the Panel's spokesperson when necessary, with the approval of the Chair;
   d. Prepare the Panel's Annual Report described in Article IX.B;
   e. Train new Panel Members in the Bylaws and provide clarification to the Panel as required on matters related to these items;
   f. Review FCPD investigative files pertaining to complaints and summarize the investigations and findings for the Panel;
   g. Recommend training opportunities for Panel Members;
   h. Ensure Panel Member participation meets the expected conduct as defined in Bylaws; and
   i. Assess Panel Member activities to maintain compliance with Bylaws, Code of Ethics, and general expectations.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

   The Bylaws shall become effective upon approval by the Board of Supervisors.

B. Amendment of the Bylaws.

   These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Panel.

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the Initial Review described in Article VI.D.

Initial Review means the process when the Panel considers whether the full Panel should review the subject investigation based on the allegations made and whether there is substantiation in the file to support the allegations.

Investigation(s) means an FCPD internal administrative investigation.

Investigative File means the Investigation report, together with all correspondence, interviews, memoranda, audio and video recordings and any other materials compiled by FCPD and part of its investigation of a Complaint.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

Majority - means a simple majority of Panel Members with the following two exceptions. A majority of the **appointed** Panel Members, not a simple majority, must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel. The Annual Report must be approved by a majority of the appointed Panel Members, not a simple majority, before the Annual Report is released publicly. This is outlined in Article V.B., Article VI.G.2.(c),and Article IX.B.2.

Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in Article VI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the full Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public Comment Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL

Approved by the Board of Supervisors on July 11, 2017
Accepted by the Police Civilian Review Panel on August 3, 2017
Amendments Approved by the Board of Supervisors on October 16, 2018, November 19, 2019, December 1, 2020, February 23, 2021, July 27, 2021, July 19, 2022, June 24, 2025, December 9, 2025, and September 15, 2026

ARTICLE I. NAME[1]

The name of this organization is the Fairfax County Police Civilian Review Panel (also known as the PCRP or the Panel).

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the Fairfax County Police Department (FCPD), the Board of Supervisors and the public. The Panel will:

A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;

B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and

C. Make recommendations on law enforcement policies, practices, and procedures to assist the FCPD Chief of Police (Chief) and Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

1. The Board of Supervisors shall appoint each Panel Member.

2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have

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[1] Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

prior law enforcement experience other than as a member of the FCPD or the Fairfax County Sheriff's Office (FCSO).

3. The Board of Supervisors shall endeavor to create an independent and fair body, giving due consideration to the following factors, among others: community and civic involvement; diversity; law enforcement and/or criminal investigative experience; reputation in the community; geographical representation; and other factors designated to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

B. Terms of Service.

1. Panel Members shall be appointed for three-year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.

2. Panel Member terms shall be staggered.

3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms, and three Panel Members shall be appointed to a one-year term.

4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three-year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.

2. The Chair or Police Accountability Office (PAO) Director shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel Meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).

3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.

4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel

Member term resulting from a vacancy that occurs for any reason. If the Chair position becomes vacant prior to the end of the Chair's term, the Vice-Chair shall become the Chair for the remainder of the previous Chair's term and then for two years after that.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS, AND COMMITTEES

A. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed upon by the Panel Members, the Panel shall elect the initial Vice-Chair.

B. Succession, Annual Election of Officers, and Vacancies.

1. Unless the Panel Members agree otherwise by majority vote, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.

2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.

3. All Panel officers shall be elected at the first meeting of the calendar year. Unless the Panel Members agree otherwise by majority vote, terms of office for Panel Officers shall be for two years, effective March 1^{st} of each calendar year.

4. No Panel Member may serve consecutive terms as Chair.

5. If the Vice-Chair position becomes vacant prior to the end of the Vice-Chair's term, the Panel may elect a replacement Vice-Chair at any time after the vacancy occurs to serve the balance of the unexpired term.

6. If the Chair position becomes vacant prior to the end of the Chair's term, the Vice-Chair shall become the Chair for the remainder of the previous Chair's term and then for two years after that.

7. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice (electronic or otherwise) of the proposed election before the meeting at which the replacement is to be elected.

8. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

C. Duties of the Chair and Vice-Chair.

1. The Chair shall:

   (a) Preside over all Panel meetings at which the Chair is present;

   (b) Act in concert with the Panel Manager as a connection between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;

   (c) Serve as the Panel's official spokesperson;

   (d) Oversee the preparation of the Panel's Annual Report described in Article IX.B;

   (e) Perform any other duties as the Panel may delegate; and

   (f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

   (a) Preside over Panel meetings in the absence of the Chair; and

   (b) Perform any other responsibilities delegated by the Chair or requested by the Panel.

3. Panel Committees:

   (a) The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of the Virginia Freedom of Information Act (VFOIA).

ARTICLE V. QUORUM, VOTING, AND MEETINGS

A. Quorum.

At any full Panel Meeting, the presence of five Panel Members shall constitute a quorum. Any Panel Meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take action. Notwithstanding the previous sentence, the affirmative vote of a majority of the appointed Panel Members is required to approve Panel Findings and the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

1. The Panel shall meet as often as necessary to conduct Panel business.

2. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.

3. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for Emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

4. Panel Meeting Notices shall be posted by Police Accountability Office (PAO) staff:

   (a) On the Panel's official public government website;

   (b) At a prominent public location at which notices are regularly posted; and

   (c) Outside the office of the Police Civilian Review Panel.

5. All Panel Meetings shall be conducted in:

   (a) places that are accessible to persons with disabilities;

   (b) public buildings whenever practical; and

   (c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws). Other accommodation and/or language translation services will be provided with reasonable advanced notice to the Panel.

6. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.

7. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.

8. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.

9. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:

   (a) the date, time, and location of each meeting;

   (b) the Panel Members present, participating remotely, and absent;

   (c) a summary of the discussion on matters proposed, deliberated, or decided; and

(d) a record of any votes taken.

10. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.

11. The Panel may solicit and receive public comment and answer questions about any matter related to law enforcement policies, practices, and procedures up to six times annually. As long as applicable VFOIA requirements are followed, the Panel may solicit, receive, and respond to such public comment in up to six public meetings annually, sponsored by the Panel or others, where the public is invited to comment.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations and their findings to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of "abuse of authority" or "serious misconduct" by an FCPD officer, and (2) a Review Request is filed. The Panel shall not review:

   (a) alleged misconduct that is subject to the exclusive review by the Auditor;

   (b) any Complaint related to an incident that occurred before December 6, 2016;

   (c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);

   (d) a Review Request filed more than ninety (90) days after the date of the FCPD notice sent to the complainant that informs the complainant of the completion of the FCPD's investigation of the complainant's Initial Complaint (unless the Panel determines that there is good cause to extend the filing deadline); or

   (e) a Complaint concerning matters that are subject of a pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding; or any complaints from Fairfax County employees that are subject to any process, proceeding or appeal as set forth in the County's Personnel Regulations or that are subject to the Police Department's General Orders 310 or 311.

2. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel

shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

3. Where a Complaint alleges misconduct within both the Panel's scope of authority and the Auditor's scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The PAO Director shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort. If the matter cannot be divided between the Auditor and the Panel in an efficient manner, then the Auditor shall conduct the review of all portions of the investigation.

4. If there is a conflict in the scope of authority between the Auditor and the Panel, then the matter shall be resolved by the Auditor and the Panel Manager, in consultation with the PAO Director, Panel Chair, and Panel Vice-Chair.

B. Definition of "Abuse of Authority" or "Serious Misconduct".

For purposes of determining the Panel's authority to review an Investigation, "Abuse of Authority" or "Serious Misconduct" by an FCPD police officer includes:

1. the use of abusive racial, ethnic or sexual language or gestures;
2. harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
3. acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
4. reckless endangerment of detainee or person in custody;
5. violation of laws or ordinances; or
6. other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Canon of Ethics, which may occur both on- or off-duty.

C. The Complaint.

1. Content and Filing of a Complaint.

   (a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered or emailed to the PAO.

   (b) A Complaint shall contain:

      (i) identifying information for the person filing the Complaint and a statement of whether the complainant wishes to remain anonymous;
      (ii) a statement describing the reasons for the Review Request, unless the Complaint

is an Initial Complaint;

(iii) the specific details concerning police behavior;

(iv) a description of the incident in which the behavior occurred; and

(v) a list of the names, addresses and phone numbers of all witnesses to, or people with knowledge of the incident known by the complainant.

(c) PAO Staff shall immediately forward an Initial Complaint to the FCPD for investigation and notify the Auditor if it alleges use of force. The FCPD shall complete its investigation and provide the PAO and Panel access to the FCPD Investigation within ninety (90) days of receipt of the complaint. The Panel shall extend the 90-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

D. Initial Review and Disposition.

1. Initial Review.

(a) The Panel will determine if it has authority to review the subject Investigation, taking into account whether the underlying Complaint:

(i) is timely filed; or

(ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.

(b) The Panel shall conduct an Initial Review of each Review Request which may be conducted by the Panel as a whole or by subcommittee.

2. Initial Review Subcommittee Authority and Composition.

(a) The PAO may designate subcommittees (Initial Review Subcommittee) comprised of Panel Members to conduct Initial Reviews of Review Requests filed by community members with the Panel.

(b) An Initial Review Subcommittee shall be comprised of at least three Panel Members (with rotating membership).

(c) The PAO shall designate one Panel Member as chair of the Initial Review Subcommittee.

(d) The Subcommittee shall conduct, in accordance with written duties established by the Panel, an initial review of the subject Complaint to determine whether the Complaint meets the minimum criteria for review and consideration by the full Panel.

3. Initial Review Subcommittee Process and Report to the Panel.

(a) The Subcommittee shall review a Complaint to determine whether:

(i) The Complaint alleges Serious Misconduct or Abuse of Authority as defined in these Bylaws; and

(ii) The evidence contained in, or absent from, the investigative file could lead a reasonable Panel Member to conclude that there is sufficient basis for a Full Panel Review.

(b) A unanimous Subcommittee vote shall be required to determine that a Complaint does not meet the criteria set forth in these Bylaws, and thus recommends that the Complaint not be considered by the full Panel.

(c) A member of the Subcommittee, designated by the Subcommittee chair, shall provide a summary of the Subcommittee's deliberations and recommendation at such time as the Panel considers the subject Complaint.

(d) The full Panel will consider the recommendation from the Subcommittee and vote to determine whether it accepts the Review Request and will conduct a Full Panel Review Meeting.

(e) At the request of the Panel, or if the Complainant attends and requests an opportunity to be heard during the Initial Review process, the Complainant may speak to the Panel, or a subcommittee thereof, during any meeting where their Complaint is on the agenda. The Complainant, or their representative, shall have the opportunity to state the reasons for filing the Review Request, and the Panel, or a subcommittee thereof, may ask questions of the Complainant regarding those reasons.

(f) The Panel may not accept new evidence or testimony from the Complainant.

(g) The Complainant's statement may not exceed fifteen (15) minutes, except with permission of the Subcommittee Chair.

(h) Panel Members who are not members of the Subcommittee may also have an opportunity to review the investigative file.

4. Initial Disposition Notice.

(a) Within 30 days of the Panel's vote on whether the Complaint qualifies for review by the full Panel, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.

(b) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.

(c) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.

(d) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the PAO shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

E. Pending Proceedings.

1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding, the Panel shall:

   (a) immediately suspend its review;

   (b) defer the review pending resolution of the criminal, civil, or administrative proceeding;

   (c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and

   (d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.

2. The Panel may request assistance of Counsel, the Panel Manager, the PAO Director, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject of pending proceedings.

3. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of administrative proceedings until all administrative appeals are resolved.

F. Panel Review Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.
   In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

   (a) If the Panel determines it has authority to review an Investigation under Article VI.A.1, the Panel shall convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within ninety (90) days of the Panel's vote to review.

(b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the PAO.

(c) Notwithstanding Article V.C.4., Panel Review Meeting Notices shall be published and sent to Panel Members, the Auditor, the FCPD Internal Affairs Office, the County Attorney's Office, the Panel's Counsel, and the Complainant at least fourteen (14) days before the Review Meeting.

(d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.

(e) The Panel shall not take testimony or receive evidence.

(f) At the request of the Panel or if the Complainant attends and requests an opportunity to be heard at the Panel Review Meeting, the Complainant or their representative shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the Complainant or their representative regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.

(g) At the request of the Panel Chair, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.

(h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within 90 days, conduct further investigation and provide to the Panel a supplemental report that details the findings of the additional investigation.

(i) Translation services will be provided for a complainant or other person who needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions and Confidential Matters During Panel Review Meetings.

(a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.

(b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of *Garrity v. New Jersey*, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.

(c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).

(d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that an officer's personnel record and those portions of the investigative case file reflecting officer discipline, other officers, confidential informants, victims, or witnesses, personal information including names, social security numbers, dates of birth, driver's license numbers, agency-issued identification numbers, student identification numbers, criminal or employment records, shall not be disclosed or disseminated unless the information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia Law.

(e) Portions of records of law-enforcement agencies, including the FCPD, that contain specific tactical plans or investigative procedures, the disclosure of which would jeopardize the safety or security of law-enforcement personnel or the general public, shall also not be disclosed or disseminated unless such information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia law.

G. Disposition of Review Requests.

1. Timely Completion.

(a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) within ninety (90) days of the investigation file being made available to the Panel.

(b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

   (a) Upon completing a requested Investigation review, the Panel shall reach one of the following Panel Findings:

      (i) Concur with the findings and determination detailed in the FCPD Investigative file;

      (ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or

      (iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.

   (b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.

   (c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.

   (d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings or the PAO Director the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING, AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

1. The Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies, practices, and procedures that the Panel concludes are needed.
2. The Panel may conduct up to six Public Comment Meetings annually, where it solicits and receives public comments or answers questions about any matter relating to law enforcement policies, practices, and procedures. Such public meetings may be sponsored by the Panel or by others, and they must meet applicable VFOIA requirements.

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, *et seq.* A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

3. Each Panel Member shall receive a Fairfax County email address by which to conduct Panel business and communications. All Panel-related communications must be maintained according to VFOIA.

E. Review of FCPD Investigative File.

1. All Panel Members shall review FCPD Investigative case files prior to panel meetings to review investigations associated with those case files.

2. Panel Members who have not reviewed case files shall not participate in Panel discussions or vote on matters involving cases they have not reviewed, with the exception of voting whether to accept the recommendation of a subcommittee.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel Meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.

2. The PAO shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The PAO Director shall prepare the Annual Report describing the Panel's activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.

2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.

3. The Panel shall deliver the Annual Report to the Board of Supervisors through the PAO Director and the Chair from the previous calendar year to the Chair of the Board's Safety and Security Committee.

4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel, each Panel Member, the PAO Director, and the Panel Manager shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100 through 2.2-3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

B. Conflicts of Law and Policy.

These Bylaws are not intended to conflict with Laws or policies of the Board of Supervisors. To the extent there is a conflict between any Law or any other resolution or matter passed by the Board, and these Bylaws, the Law or Board action shall govern.

C. Panel Immunity.

Panel Members, the PAO Director, and the Panel Manager shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.,* and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel Meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.

2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.

2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

3. The Board of Supervisors shall appoint an PAO Director to support the Panel. The PAO Director will hire a Panel Manager to assist in the support of the Panel.

   Among other duties as assigned, the PAO Director or Panel Manager will:

   a. Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
   b. Plan and organize the work of the Police Civilian Review Panel, advise the Chair and its members, and carry out its directives;
   c. Serve as the Panel's spokesperson when necessary, with the approval of the Chair;
   d. Prepare the Panel's Annual Report described in Article IX.B;
   e. Train new Panel Members in the Bylaws and provide clarification to the Panel as required on matters related to these items;
   f. Review FCPD investigative files pertaining to complaints and summarize the investigations and findings for the Panel;
   g. Recommend training opportunities for Panel Members;
   h. Ensure Panel Member participation meets the expected conduct as defined in Bylaws; and
   i. Assess Panel Member activities to maintain compliance with Bylaws, Code of Ethics, and general expectations.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

   The Bylaws shall become effective upon approval by the Board of Supervisors.

B. Amendment of the Bylaws.

   These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Panel.

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the Initial Review described in Article VI.D.

Initial Review means the process when the Panel considers whether the full Panel should review the subject investigation based on the allegations made and whether there is substantiation in the file to support the allegations.

Investigation(s) means an FCPD internal administrative investigation.

Investigative File means the Investigation report, together with all correspondence, interviews, memoranda, audio and video recordings and any other materials compiled by FCPD and part of its investigation of a Complaint.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

Majority - means a simple majority of Panel Members with the following two exceptions. A majority of the **appointed** Panel Members, not a simple majority, must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel. The Annual Report must be approved by a majority of the appointed Panel Members, not a simple majority, before the Annual Report is released publicly. This is outlined in Article V.B., Article VI.G.2.(c),and Article IX.B.2.

Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in Article VI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the full Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public Comment Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

<u>CLOSED SESSION</u>:

(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. *Fatemeh Najaflan, M.D. v. Fairfax County Board of Supervisors, Major Joanna Culkin, Captain Christina Burr, Office Pierre L. Bidja, et al.,* Case No. CL-2026-0012576 (Fx. Co. Cir. Ct.)

2. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Port Royal, Inc.,* Case No. CL-2026-0009308 (Fx. Co. Cir. Ct.) (Braddock District)

3. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Randall F. Smidt,* Case No. GV26-12939 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

4. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Randall F. Smidt,* Case No. GV26-12941 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

5. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Proclamadores de Cristo, Inc. and Port Royal, Inc.,* Case No. GV26-18615 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

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

7. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Thuy Thi Thanh Vo and Danh Cong Nguyen,* Case No. CL-2026-0013037 (Fx. Co. Cir. Ct.) (Franconia District)

8. *Andrew B. Hushour, Fairfax County Zoning Administrator v. George Washington Kearns and Best Choice, LLC d/b/a Prize Auto,* Case No. CL-2026-0013463 (Fx. Co. Cir. Ct.) (Franconia District)

9. *Jay Riat, Building Official for Fairfax County, Virginia v. Ioannis Kyriakos Kozakos,* Case No. GV26-03520 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

10. *Jay Riat, Building Official for Fairfax County, Virginia v. Romdourl Sern, Chan Math and Mitchell L. Scott,* Case No. GV26-13395 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

11. *Jay Riat, Building Official for Fairfax County, Virginia v. Mohammad M. Alam and Noor A. Nobuat,* Case No. GV26-14860 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

12. *Jay Riat, Building Official for Fairfax County, Virginia v. The Jung Family Trust,* Case No. GV26-21506 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

13. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Annan Center, LLC,* Case No. CL-2025-0007620 (Fx. Co. Cir. Ct.) (Mason District)

14. *Jay Riat, Building Official for Fairfax County, Virginia v. Amilcar Antonio Coreas and Marlin M. Coreas,* Case No. CL-2026-0000210 (Fx. Co. Cir. Ct.) (Mason District)

15. *Jay Riat, Building Official for Fairfax County, Virginia v. John D. Morris and Lorena C. Morris,* Case No. CL-2026-0010277 (Fx. Co. Cir. Ct.) (Mason District)

16. *Jay Riat, Building Official for Fairfax County, Virginia v. MD Najmul Bhuiyan and Hasna Begum,* Case No. CL-2026-0012998 (Fx. Co. Cir. Ct.) (Mason District)

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Brasil J. Perez Sanchez, Viviana C. Mercado de Perez and Viviana Sandoval,* Case No. CL-2026-0007923 (Fx. Co. Cir. Ct.) (Mason District)

18. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Roberto E. Ortez,* Case No. GV26-00389 (Fx. Co. Gen. Dist. Ct.) (Mason District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. BCD, LLC d/b/a Best Care Dental,* Case No. GV26-17599 (Fx. Co. Gen. Dist. Ct.) (Mason District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Purita B. Gonzales and Manuel F. Gonzales, Trustee of the Purita B. Gonzales Revocable Trust,* Case No. GV26-19415 (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. Henry Andrade Rojas and Nuria L. Cruz Molina,* Case No. GV26-21352 (Fx. Co. Gen. Dist. Ct.) (Mason District)

23. *Jay Riat, Building Official for Fairfax County, Virginia v. Angela Gutierrez Mendoza, Miguel Angel Escoto Pavon and James Albright,* Case No. GV26-22685 (Fx. Co. Gen. Dist. Ct.) (Mason District)

24. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Angela Gutierrez Mendoza, Miguel Angel Escoto Pavo and James Albright,* Case No. GV26-22702 (Fx. Co. Gen. Dist. Ct.) (Mason District)

25. *Jay Riat, Building Official for Fairfax County, Virginia v. Gerardo Zurita and Cirila Zurita,* Case No. GV26-22838 (Fx. Co. Gen. Dist. Ct.) (Mason District)

26. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Amy Yuhasz and James Robert Kirkland Stubbs,* Case No. GV26-21241 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

27. *Jay Riat, Building Official for Fairfax County, Virginia v. Amy Yuhasz and James Robert Kirkland Stubbs,* Case No. GV26-21357 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

28. *Jay Riat, Building Official for Fairfax County, Virginia v. Ovidio Ouispe Montano and Jhanett Carla Crespo Meneces,* Case No. GV26-21764 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

29. *Jay Riat, Building Official for Fairfax County, Virginia v. Aminullah Abbasi and Samira Abbasi,* Case No. CL-2024-0007819 (Fx. Co. Cir. Ct.) (Providence District)

30. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Ingrid Teasdale,* Case No. CL-2025-0002847 (Fx. Co. Cir. Ct.) (Providence District)

31. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Anthony M. Sweitzer, Jr.,* Case No. CL-2026-0012999 (Fx. Co. Cir. Ct.) (Providence District)

32. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert Thompson and Laiping Fong,* Case No. CL-2026-0013232 (Fx. Co. Cir. Ct.) (Providence District)

33. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Helen M. Parker-Smith.,* Case No. GV26-05262 (Fx. Co. Gen. Dist. Ct.) (Providence District)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. Alejandro Bilbao La Vieja Ruiz and Nataly Mautino Taborga,* Case No. CL-2024-0011615 (Fx. Co. Cir. Ct.) (Springfield District)

35. *Andrew B. Hushour, Fairfax County Zoning Administrator v. Michael A. Ficco and Pamela G. Ficco,* Case No. CL-2025-0017593 (Fx. Co. Cir. Ct.) (Springfield District)

36. *Jay Riat, Building Official for Fairfax County, Virginia v. MHC Meadows of Chantilly, LLC.,* Case No. CL-2026-0001071 (Fx. Co. Cir. Ct.) (Sully District)

37. *Jay Riat, Building Official for Fairfax County, Virginia v. Grace EW, LLC.,* Case No. GV26-22700 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
September 15, 2026

3:30 p.m.

Public Hearing on RZ-2017-HM-020 (RZPA-2025-HM-00031) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Rezone from R-1 and PRC to PRC to Permit a Mixed-Use Development with an Overall Floor Area Ratio (FAR) of 0.89, Located on Approximately 46.64 Acres of Land (Hunter Mill District) (Concurrent with PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

and

Public Hearing on PRC-2017-HM-020 (RZPA-2025-HM-00031) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Consider the PRC Plan Associated with RZ-2017-HM-020 to Permit Development of the Grid of Streets, Urban Park Spaces, Interim and Final Streetscape, Supporting Stormwater Management Facilities and Other Utility Infrastructure, and Residential Density Associated with a Mixed-Use Development , Located on 46.64 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

and

Public Hearing on PRC-86-C-121-8 (RZPA-2025-HM-00043) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Consider the PRC Plan Associated with RZ-86-C-121 to Permit Development of a Portion of the Mixed-Use Development Associated with RZ-2017-HM-020, Located on Approximately 36,552 Square Feet of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

and

Public Hearing on CP-86-C-121-16 (RZPA-2025-HM-00033) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Consider the CP-86-C-121 Conceptual Plan Associated with RZ-86-C-121 to Permit Development of a Portion of the Mixed-Use Development Associated with RZ-2017-HM-020, Located on Approximately 36,552 Square of Land Zoned PRC (Hunter Mill District) (Concurrent with

RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

and

Public Hearing on PRC-86-C-121-7 (RZPA-2025-HM-00044) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Consider the PRC Plan Associated with RZ-86-C-121 to Permit Development of a Portion of the Mixed-Use Development Associated with RZ-2017-HM-020, Located on Approximately 16,598 Square Feet of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/ CPA-86-C-121-14-02 (RZPA-2025-HM-00032) and PCA-74-2-113-05)

and

Public Hearing on CPA-86-C-121-14-02 (RZPA-2025-HM-00032) (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Consider the CP-86-121 Conceptual Plan for RZ-86-121 to Permit Development of a Portion of the Mixed-Use Development Associated with RZ-2017-HM-020, Located on Approximately 16,598 Square Feet of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044) and PCA-74-2-113-05)

and

Public Hearing on PCA-74-2-113-05 (INOVA Health Care Services and The Board of Supervisors of Fairfax County, Virginia) to Delete Approximately 45.71 Acres of Land from RZ-74-2-113, Located on Approximately 45.71 Acres of Land Zoned PRC (Hunter Mill District) (Concurrent with RZ-2017-HM-020/ PRC-2017-HM-020 (RZPA-2025-HM-00031)/PRC-86-C-121-8 (RZPA-2025-HM-00043)/CP-86-C-121-16 (RZPA-2025-HM-00033)/PRC-86-C-121-7 (RZPA-2025-HM-00044)/ CPA-86-C-121-14-02 (RZPA-2025-HM-00032)

This property is located on the S. side of Baron Cameron Ave., E. and W. sides of Town Center Pkwy., W. side of Fountain Dr., N. and S. sides of Bowman Towne Dr. Tax Map 17-1 ((1)) 3F, 12, 13, 14A, 14B, 14C, 14D, 14E and 14F.

This property is located on the S. side of Baron Cameron Ave., E. and W. sides of Town Center Pkwy., W. side of Fountain Dr., N. and S. sides of Bowman Towne Dr. Tax Map 17-1 ((1) 3F, 12, 13, 14A, 14B, 14C, 14D, 14E and 14F.

This property is located N. of New Dominion Pkwy. Between Library St. and Explorer St. Tax Map 17-1 ((17)) 4.

This property is located N. of New Dominion Pkwy. between Explorer St. and Fountain Dr. Tax Map 17-1 ((17)) 4.

This property is located in the S.W. quadrant of Bowman Towne Dr. and Fountain Dr. Tax Map 17-1 ((17)) 5A.

This property is located in the S. W. quadrant of Bowman Towne Dr. and Fountain Dr. Tax Map 17-1 ((17)) 5A.

This property is located on the S. side of Baron Cameron Ave. E. and W. sides of Town Center Pkwy. W. side of Fountain Dr., N. and S. sides of Bowman Towne Dr. Tax Map 17-1 ((1)) 3F, 12, 14A, 14B, 14C, 14D, 14E, and 14F.

PLANNING COMMISSION RECOMMENDATION:
On July 22, 2026, the Planning Commission voted 10-0 (Commissioner Batchelor-Causey was absent from the meeting. Commissioner Thomas was not present for the vote.) to recommend to the Board of Supervisors approval of the following and adoption of the proposed ordinance amending the Zoning Ordinance and reflecting approval of these applications:

- PCA-74-2-113-05;

- RZ/PRC-2017-HM-020 and the associated development plan and PRC Plan, subject to the execution of proffers consistent with those dated July 7, 2026;

- CP-86-C-121-16 and PRC-86-C-121-8, and the associated Conceptual Plan and PRC Plan;

- CPA-86-121-14-02 and PRC-86-C-121-7, and the associated Conceptual Plan Amendment and PRC Plan;

- Modification of subsection 5108.5.B and C of the Zoning Ordinance for the transitional screening and barrier requirements for the Hunter Mill Government Center site; and

- Waiver of subsection 8100.7.E(2) of the Zoning Ordinance requiring trails or walkways be constructed in accordance with the general location shown on the Comprehensive Plan in favor of what is shown on the DP/PRC Plan.

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:
Andrew B. Hushour, Zoning Administrator, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sunny Yang, Planner, ZED, DPD

REVISED

Board Agenda Item
September 15, 2026

3:30 p.m.

Public Hearing on RZ-2025-PR-00001 (B9 Sequoia Prosperity Owner LLC and PM Homes Associates LLC) to Rezone from I-4 and HC to PRM, PDH-16 and HC to Permit Residential Mixed-Use Development with a Maximum Overall Floor Area Ratio (FAR) of 1.62, Inclusive of Bonus Density, Located on Approximately 40.78 Acres of Land (Providence District) (Concurrent with PCA-74-7-047-4)

and

Public Hearing on PCA-74-7-047-4 (B9 Sequoia Prosperity Owner LLC and PM Homes Associates LLC) to Amend the Proffers for RZ-74-7-047 to Delete Land Area, Located on Approximately 40.78 Acres of Land Zoned I-4 and HC (Providence District) (Concurrent with RZ-2025-PR-00001)

This property is Located N. of Hilltop Rd., S. of I-66, W. of Dorr Ave., E. of Long Branch Tax Map 49-1 ((19)) 1, 2, 3, 4, A, C, D, E2, F1, F2, F3, F4, G and H.

This property is located N. of Hilltop Rd., S. of I-66, W. of Dorr Ave., E. of Long Branch. Tax Map 49-1 ((19)), 1, 2, 3, 4, A, C, D, E2, F1, F2, F3, F4, G, and H.

PLANNING COMMISSION RECOMMENDATION:
On July 22, 2026, the Planning Commission voted 10-0 (Commissioner Batchelor-Causey was absent from the meeting. Commissioner Thomas was not present for the vote.) to defer the decision only with the record remaining open for written comments for PCA-74-7-047-04 and RZ-2025-PR-00001 to a date certain of September 9, 2026.

The Planning Commission's meeting will be held on September 9, 2026, the meeting's recommendation will be forwarded upon decision.

On September 9, 2026, the Planning Commission voted 8-0-1 (Commissioners Batchelor-Causey, Bennett and J. Thomas were absent from the meeting. Commissioner P. Thomas abstained from the vote.) to recommend to the Board of Supervisors approval of the following actions:

- **PCA-74-7-047-4;**

REVISED

Board Agenda Item
September 15, 2026

- **<u>RZ-2025-PR-00001 and its accompanying Conceptual Development Plan, subject to proffers consistent with those dated August 14, 2026;</u>**
- **<u>Adoption of the proposed ordinance amending the Zoning Ordinance, reflecting approval of these applications;</u>**
- **<u>Modification to allow for a parapet wall, cornice, or similar projection to exceed the established height limit by more than three feet but not more than 12 feet;</u>**
- **<u>Modification of the 200-foot setback from the I-66 right-of-way as shown on the CDP;</u>**
- **<u>Waiver of the 200-square foot privacy yard requirement for the single-family attached dwelling units;</u>**
- **<u>Waiver to allow private streets in excess of the maximum length of 600 feet as shown on the CDP;</u>**
- **<u>Waiver to allow private streets less than 24 feet in width as shown on the CDP;</u>**
- **<u>Modification of the transitional screening and barrier requirements to that shown in the CDP;</u>**
- **<u>Modification of the additional standards for secondary uses in the PDH-16 District to allow the interim uses as proffered; and</u>**
- **<u>Modification of the additional standards for secondary uses in the PRM District to allow the proffered interim secondary uses to exceed 50 percent of the total gross floor.</u>**

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

REVISED

Board Agenda Item
September 15, 2026

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

STAFF:
Andrew B. Hushour, Zoning Administrator, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Tabatha Cole, Planner, ZED, DPD

REVISED

Board Agenda Item
September 15, 2026

3:30 p.m.

Public Hearing on SE-2026-PR-00019 (DICK'S Sporting Goods, Inc.) to Permit Sign Modifications, Located on Approximately 1.70 Acres of Land Zoned PDC, HC, and SC (Providence District)

This property is located in the Providence District. Tax Map 29-4 ((1)) 35C.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission's meeting will be held on September 9, 2026, the meeting's recommendation will be forwarded upon decision.

On September 9, 2026, the Planning Commission voted 9-0 (Commissioners Batchelor-Causey, Bennett and J. Thomas were absent from the meeting) to recommend to the Board of Supervisors approval of SE-2026-PR-00019, subject to the development conditions consistent with those dated August 26, 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:
Andrew B. Hushour, Zoning Administrator, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Karen Yee, Planner, ZED, DPD

Board Agenda Item
September 15, 2026

3:30 p.m.

Public Hearing on PCA-84-L-020-29/CDPA-84-L-020-10 (RZPA-2025-FR-00035) (BP Kingstowne Office Building T LLC) to Amend the Proffers and Conceptual Development Plan for RZ-84-L-020, Previously Approved for Office, to Permit Residential and Associated Modifications to Proffers and Site Design, with a Floor Area Ratio (FAR) of 3.20 (Inclusive of Bonus for Affordable Housing), Located on Approximately 2.26 Acres of Land Zoned PDC and NR (Franconia District)

This property is located at the S. W. corner of the intersection of Kingstowne Village Pkwy. and Kingstowne Towne Center. Tax Map 91-2 ((1)) 36C.

The Board of Supervisors deferred this public hearing from August 25, 2026, at 3:30 p.m. to September 15, 2026, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:
On July 15, 2026, the Planning Commission voted 10-0 (Commissioners Spain and Wang were absent from the meeting) to recommend to the Board of Supervisors approval of the following actions:

- PCA-84-L-020-29, subject to the execution of proffers consistent with those dated July 7, 2026;

- CDPA-84-L-020-10; and

- Modification of subsection 5100.2(C)(5) of the Zoning Ordinance to permit the existing 4-foot-tall parapet walls to remain without counting towards maximum building height.

In a related action, the Planning Commission voted 10-0 (Commissioners Spain and Wang were absent from the meeting) to approve FDPA-84-L-020-02-18.

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

<u>STAFF</u>:
Andrew B. Hushour, Zoning Administrator, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Katie Quinn, Planner, ZED, DPD

Board Agenda Item
September 15, 2026

4:00 p.m.

Public Hearing on Proposed Plan Amendment SSPA 2023-I-2J, Merrifield at Dunn Loring Station Apartments (Providence District)

ISSUE:
Plan Amendment (PA) SSPA 2023-I-2J proposes to amend the Comprehensive Plan recommendations for a portion of Sub-Unit B2 of the Merrifield Suburban Center, specifically Tax Map Parcels 49-2 ((1)) 39, 40, 48 and 53, to consider an option for residential mixed-use development at an intensity up to 1.9 Floor Area Ratio (FAR), with changes to areawide guidance on transportation, open space and parks, building heights, as well as site-specific development conditions. The development potential could yield up to 2,975 multifamily dwelling units, as well as up to 25,000 square feet of retail use. The site contains the Merrifield at Dunn Loring Station Apartment community and is currently planned at the baseline for residential use at 16-20 dwelling units per acre, with a redevelopment option for 30-40 dwelling units per acre and non-residential uses.

PLANNING COMMISSION RECOMMENDATION:
On July 22, 2026, the Planning Commission voted 10-0 (Commissioner Batchelor-Causey was absent from the meeting and Commissioner Thomas was not present for the vote) to recommend to the Board of Supervisors (Board) adoption of the staff recommendation as found on pages 29 to 42 of the staff report dated July 1, 2026, with a modification for transitional building heights as shown in the Planning Commission Handout dated July 22, 2026, and included as Attachment 1.

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

TIMING:
Planning Commission Public Hearing and Decision – July 22, 2026, at 7:30 p.m.
Board of Supervisors’ Public Hearing – September 15, 2026, at 4:00 p.m.

BACKGROUND:
On April 11, 2023, the Board authorized Plan Amendment SSPA-2023-I-2J for the Merrifield at Dunn Loring Station Apartments located east of Gallows Road, north of Prescott Drive, west of Interstate 495, and south of Interstate 66 in Sub-unit B2 of the Merrifield Suburban Center. The subject site is in the Providence Supervisor District and the Merrifield Community Revitalization Area. The proposal was nominated for consideration as part of the 2022-2023 Site-Specific Plan Amendment (SSPA) process.

The adopted Comprehensive Plan recommends residential use at 16-20 dwelling units per acre, with a redevelopment option for 30-40 dwelling units per acre and non-residential uses. The proposed Plan amendment would add an option for residential mixed-use development at an intensity up to 1.9 Floor Area Ratio (FAR), which could yield up to 2,975 multifamily dwelling units. The amendment also recommends supporting retail, transportation improvements, parks and open space.

EQUITY IMPACT:
The proposed Plan Amendment has the potential for creating up to 2,975 new residential dwelling units of various types and sizes which would directly contribute to the county's housing goals by providing affordable housing in line with the Workforce Dwelling Unit Housing Policy (WDU) and the Affordable Dwelling Unit (ADU) ordinance. Redevelopment of the subject site in conformity with the recommended Plan Amendment aligns with the following policy of One Fairfax:

- Policy 2 - “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, most notably those in mixed-use areas accessible to multiple modes of transport”.

The recommended Plan option would assist in increasing the stock of housing, including affordable housing, with access to community services, parks and open space, multimodal transit including the Dunn Loring-Merrifield Metrorail Station, and active transportation facilities and other attractive amenities, within a high-quality environment of the Merrifield Suburban Center. Given that the property contains an existing apartment community of 706 units at moderate rent levels, the amendment recommends site-specific conditions related to relocation services and benefits to minimize the impacts of resident displacement. Three community meetings were held between 2023 and 2026 to solicit community input.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Alternative Recommended Modifications

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:
https://www.fairfaxcounty.gov/planningcommission/planning-commission-actions-2026

The Staff Report for PA 2023-I-2J 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
Graham Owen, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD
Aaron Klibaner, Planner II, Policy & Plan Development Branch, DPD

ATTACHMENT 1

PLANNING COMMISSION HANDOUT
Plan Amendment 2023-I-2J
July 22, 2026

Commissioner Jeremy Hancock, Providence District

PROPOSED MODIFICATIONS

The following proposed text is based on the staff report for Plan Amendment 2023-I-2J dated July 1, 2026. Draft modifications to the staff report are shown **highlighted bold font.**

"…

Height Limit: Under the redevelopment option, the maximum building height is 95 feet when development is not integrated with structured parking. When structured parking is located under buildings, a maximum height of 150 feet is appropriate when at least 2 levels of structured parking are provided under the building, either at or below grade, and if the buildings are located and designed to minimize shadowing effects on nearby residences. **Portions of buildings** **~~Buildings~~** located within 75 feet of the existing residential **~~areas~~** **structures** to the **northwest and** south (Sub-Unit**s B1 and** B4) should have heights no greater than 50 feet. See the Building Heights Map, Figure 8 and the Building Height Guidelines under the Area-Wide Urban Design section."

4:00 p.m.

Public Hearing to Consider Amendments to The Code of the County of Fairfax Virginia, Chapter 46 (Health or Safety Menaces) to Establish Regulations for Criminal Blight

ISSUE:
A public hearing to consider an amendment to The Code of the County of Fairfax Virginia (County Code), Chapter 46, to adopt the provisions of Virginia State Code § 15.2-907.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the proposed amendment to Chapter 46 as set forth in Attachment 2.

TIMING:
On August 25, 2026, the Board authorized the advertising of a public hearing on September 15, 2026, at 4:00 p.m. If approved, this amendment will become effective on October 1, 2026, at 12:01 a.m.

BACKGROUND:
"Criminal blight" exists where a property endangers the public health and safety of residents of a locality. This danger can arise from the regular presence on the property of persons in possession of or under the influence of illegal drugs, the use of the property for manufacturing, possessing, or distributing illegal drugs, the use of the property for purposes of prostitution, or the discharge of firearms on the property that would constitute a criminal act. This proposed ordinance, modeled on Virginia Code § 15.2-907, allows the Police Department, in coordination with the County Attorney's Office, to address recurrent patterns of criminal activity on a property more efficiently and effectively.

Consistent with state law, the procedure created by the ordinance has three main steps:

1) After a troublesome property is identified, the Chief of Police or their designee, in coordination with the County Attorney's Office, will issue a notice supported by an affidavit to the record owner of that property. The notice and affidavit will cite the criminal blight condition(s), detail the County's due diligence to address the situation, identify the property as a present threat to public health, safety or welfare, and prescribe the corrective action to be

taken by the owner within 30 days. If the owner requests it, an additional 30-day period must be provided. It is anticipated that the Department of Code Compliance, the Fire Marshal, the Building Code Official, and other County agencies and officials may assist in devising the appropriate remedial strategy.

2) If the owner takes no action in response to the notice, the Chief of Police or their designee will send a second notice stating the date on which the County will: a) commence the corrective action on its own initiative, b) file an action in court to obtain a court order requiring the owner to take such action, or c) obtain a court order revoking the certificate of occupancy for the property. The certificate of occupancy cannot be revoked within 15 days of the date of the second letter.

3) If the County must undertake the corrective action itself, the costs and expenses shall be chargeable to the owner and may be assessed as a lien.

If the owner takes timely corrective action, the County must deem the criminal blight abated and send notice of that conclusion to the owner. No charges or costs may be assessed to the owner in the event of compliance. If the owner fails to comply with the notices, then the County may pursue the remedies set out in the state law, as described above.

EQUITY IMPACT:
Implementation of the proposed amendment will have an equity impact on focus area six of the One Fairfax policy, "[c]ommunity and public safety that includes services such as fire, emergency medical services, police, health, emergency management and code enforcement that are responsive to all residents so that everyone feels safe to live, work, and play in any neighborhood of Fairfax County." These changes foster responsive law and code enforcement and support safe environments for all people.

FISCAL IMPACT:
Currently, properties with criminal blight conditions are handled on a complaint basis by the Department of Code Compliance, the Police, the Fire Marshal, and the Health Department. Enforcement actions based on those complaints can be lengthy. This ordinance, by allowing for a 60-90 day procedure, will save staff time and resources by lightening the burden on those agencies who would otherwise be required to pursue separate legal actions.

<u>ENCLOSED DOCUMENTS</u>:
Attachment 1: Virginia Code § 15.2-907
Attachment 2: Proposed amendment to Chapter 46 of the Fairfax County Code

<u>STAFF</u>:
Jennifer Miller, Deputy County Executive
Elizabeth Teare, County Attorney
Patrick Foltz, Assistant County Attorney

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 9. General Powers of Local Governments

§ 15.2-907. Authority to require removal, repair, etc., of buildings and other structures harboring illegal drug use or other criminal activity.

A. As used in this section:

"Affidavit" means the affidavit sworn to under oath prepared by a locality in accordance with subdivision B 1 a.

"Commercial sex acts" means any specific activities that would constitute a criminal act under Article 3 (§ 18.2-346 et seq.) of Chapter 8 of Title 18.2 or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

"Controlled substance" means illegally obtained controlled substances or marijuana, as defined in § 54.1-3401.

"Corrective action" means (i) taking specific actions with respect to the buildings or structures on property that are reasonably expected to abate criminal blight on such real property, including the removal, repair, or securing of any building, wall, or other structure, or (ii) changing specific policies, practices, and procedures of the real property owner that are reasonably expected to abate criminal blight on real property. A local law-enforcement official shall prepare an affidavit on behalf of the locality that states specific actions to be taken on the part of the property owner that the locality determines are necessary to abate the identified criminal blight on such real property and that do not impose an undue financial burden on the owner.

"Criminal blight" means a condition existing on real property that endangers the public health or safety of residents of a locality and is caused by (i) the regular presence on the property of persons in possession or under the influence of controlled substances; (ii) the regular use of the property for the purpose of illegally possessing, manufacturing, or distributing controlled substances; (iii) the regular use of the property for the purpose of engaging in commercial sex acts; or (iv) the discharge of a firearm that would constitute a criminal act under Article 4 (§ 18.2-279 et seq.) of Chapter 7 of Title 18.2 or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

"Law-enforcement official" means an official designated to enforce criminal laws within a locality, or an agent of such law-enforcement official. The law-enforcement official shall coordinate with the building or fire code official of the locality as otherwise provided under applicable laws and regulations.

"Owner" means the record owner of real property.

"Property" means real property.

B. Any locality may, by ordinance, provide that:

1. The locality may require the owner of real property to undertake corrective action, or the locality may undertake corrective action, with respect to such property in accordance with the procedures described herein:

a. The locality shall execute an affidavit, citing this section, to the effect that (i) criminal blight exists on the property and in the manner described therein; (ii) the locality has used diligence without effect to abate the criminal blight; and (iii) the criminal blight constitutes a present threat to the public's health, safety, or welfare.

b. The locality shall then send a notice to the owner of the property, to be sent by (i) certified mail, return receipt requested; (ii) hand delivery; or (iii) overnight delivery by a commercial service or the United States Postal Service, to the last address listed for the owner on the locality's assessment records for the property, together with a copy of such affidavit, advising that (a) the owner has up to 30 days from the date thereof to undertake corrective action to abate the criminal blight described in such affidavit and (b) the locality will, if requested to do so, assist the owner in determining and coordinating the appropriate corrective action to abate the criminal blight described in such affidavit. If the owner notifies the locality in writing within the 30-day period that additional time to complete the corrective action is needed, the locality shall allow such owner an extension for an additional 30-day period to take such corrective action.

c. If no corrective action is undertaken during such 30-day period, or during the extension if such extension is granted by the locality, the locality shall send by certified mail, return receipt requested, an additional notice to the owner of the property, at the address stated in subdivision b, stating (i) the date on which the locality may commence corrective action to abate the criminal blight on the property or (ii) the date on which the locality may commence legal action in a court of competent jurisdiction to obtain a court order to require that the owner take such corrective action or, if the owner does not take corrective action, a court order to revoke the certificate of occupancy for such property, which date shall be no earlier than 15 days after the date of mailing of the notice. Such additional notice shall also reasonably describe the corrective action contemplated to be taken by the locality. Upon receipt of such notice, the owner shall have a right, upon reasonable notice to the locality, to seek judicial relief, and the locality shall initiate no corrective action while a proper petition for relief is pending before a court of competent jurisdiction.

2. If the locality undertakes corrective action with respect to the property after complying with the provisions of subdivision 1, the costs and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected.

3. Every charge authorized by this section with which the owner of any such property has been assessed and that remains unpaid shall constitute a lien against such property with the same priority as liens for unpaid local real estate taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1.

4. A criminal blight proceeding pursuant to this section shall be a civil proceeding in a court of competent jurisdiction in the Commonwealth.

C. If the owner of real property takes timely corrective action pursuant to the provisions of a local ordinance, the locality shall deem the criminal blight abated, shall close the proceeding without any charge or cost to the owner, and shall promptly provide written notice to the owner that the proceeding has been terminated satisfactorily. The closing of a proceeding shall not bar the locality from initiating a subsequent proceeding if the criminal blight recurs.

D. Nothing in this section shall be construed to abridge, diminish, limit, or waive any rights or remedies of an owner of property at law or any permits or nonconforming rights the owner may have under Chapter 22 (§ 15.2-2200 et seq.) or under a local ordinance. If an owner in good faith takes corrective action, and despite having taken such action, the specific criminal blight identified in the affidavit of the locality persists, such owner shall be deemed in compliance with this section. Further, if a tenant in a rental dwelling unit, or a tenant on a manufactured home lot, is the cause of criminal blight on such property and the owner in good faith initiates legal action and pursues the same by requesting a final order by a court of competent jurisdiction, as otherwise authorized by this Code, against such tenant to remedy such noncompliance or to terminate the tenancy, such owner shall be deemed in compliance with this section.

1994, c. 701, § 15.1-11.2:1; 1997, c. 587; 2011, cc. 384, 410; 2014, cc. 674, 719; 2017, cc. 118, 610; 2018, cc. 335, 805; 2020, c. 122; 2021, Sp. Sess. I, c. 186.

Fairfax County Ordinance

CHAPTER 46. – Health or Safety Menaces and Criminal Blight.

ARTICLE 2[1] – Authority to require removal, repair, etc. of buildings and other structures harboring illegal drug use or other criminal activity.

Section 2-1-1 – Definitions

As used in this article:

(a) "Affidavit" means the affidavit sworn to under oath prepared by a locality in accordance with Section 2-1-2.

(b) "Commercial sex acts" means any specific activities that would constitute a criminal act under Article 3 (§ 18.2-436 et seq.) of Chapter 8 of Title 18.2 of the Virginia Code or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

(c) "Controlled substance" means illegally obtained controlled substances or marijuana, as defined in Virginia Code § 54.1-3401.

(d) "Corrective action" means (i) taking specific actions with respect to the buildings or structures on property that are reasonably expected to abate criminal blight on such real property, including the removal, repair, or securing of any building, wall, or other structure, or (ii) changing specific policies, practices, and procedures of the real property owner that are reasonably expected to abate criminal blight on real property. A local law-enforcement official prepares an affidavit on behalf of the locality that states specific actions to be taken on the part of the property owner that the locality determines are necessary to abate the identified criminal blight on such real property and that do not impose an undue financial burden on the owner.

(e) "Criminal blight" means a condition existing on real property that endangers the public health or safety of residents of a locality and is caused by (i) the regular presence on the property of persons in possession or under the influence of controlled substances; (ii) the regular use of the property for the purpose of illegally possessing, manufacturing, or distributing controlled substances; (iii) the regular use of the property for the purpose of engaging in commercial sex acts; or (iv) the discharge of a firearm that would constitute a criminal act under Article 4 (§ 18.2-279 et seq.) of Chapter 7 of Title 18.2 or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

(f) "Law-enforcement official" means an official designated to enforce criminal laws within a locality, or an agent of such law-enforcement official. The law-

[1] As authorized by Virginia Code § 15.2-907.

enforcement official will coordinate with the building or fire code official of the locality as otherwise provided under applicable laws and regulations.

(g) "Owner" means the record owner of real property.

(h) "Property" means real property.

Section 2-1-2 – Affidavit and Notice Requirements

In addition to any other enforcement procedures available to it, the County may require the owner of a property to undertake corrective action, or the County may undertake corrective action, to address criminal blight on property in accordance with these procedures:

(a) The chief of police, or his designee, executes an affidavit, citing this article and Virginia Code § 15.2-907, affirming that (i) criminal blight exists on the property in the manner described therein; (ii) the County has used due diligence without effect to abate the criminal blight, and (iii) the criminal blight constitutes a present threat to the public's health, safety, or welfare.

(b) The chief of police, or his designee, then sends a notice to the owner of the property by (i) certified mail, return receipt requested; (ii) hand delivery; or (iii) overnight delivery by commercial service or the United States Postal Service, to the last address listed for the owner on the County's assessment records for the property, together with a copy of the affidavit. The notice advises the owner that (a) the owner has up to 30 days from the date of the notice to undertake corrective action to abate the criminal blight described in the affidavit and (b) if requested to do so, the County will assist the owner in determining and coordinating the appropriate corrective action to abate the criminal blight described in the affidavit. If the owner notifies the County in writing within the 30-day period that additional time to complete the corrective action is needed, the County will allow the owner an extension for an additional 30-day period to take such corrective action.

Section 2-1-3 – Failure to Take Corrective Action

If no corrective action is undertaken within 30 days from the date of the notice from the County, or during any extension granted by the County under Section 2-1-2**,** the chief of police or his designee will send by certified mail, return receipt requested, an additional notice to the owner of the property, at the address to which the notice under Section 2-1-2 was sent, stating (i) the date on which the County may commence corrective action to abate the criminal blight on the property or (ii) the date on which the County may commence legal action in a court of competent jurisdiction to obtain a court order to require that the owner take such corrective action or, if the owner does not take corrective action, a court order to revoke the certificate of occupancy for such property, which date may be no earlier than 15 days after the date of mailing of this notice. This additional notice will also reasonably describe the corrective action contemplated to be taken by the County. Upon receipt of that notice, the owner will have a right, upon reasonable notice to the County, to seek judicial relief and the County may initiate no corrective action while a proper petition for relief is pending before a court of competent jurisdiction. A criminal blight proceeding is a civil proceeding in a court of competent jurisdiction in the Commonwealth of Virginia.

Section 2-1-4 – Assessment of Costs

If the County undertakes the corrective action with respect to the property after complying with the provisions of Sections 2-1-2 and -3, the costs and expenses thereof will be chargeable to and must be paid by the owner of the property, and they may be collected by the County in the same manner as taxes and levies are collected. Every charge authorized by this article or Virginia Code § 15.2-907 with which the owner of any such property has been assessed and that remains unpaid will constitute a lien against the property with the same priority as liens for unpaid local real estate taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 *et seq.*) and 4 (§ 58.1-3965 *et seq.*) of Chapter 39 of Title 58.1 of the Code of Virginia.

Section 2-1-5 – Corrective Action by Owner

If the owner of the property takes timely corrective action pursuant to this article, the County will deem the criminal blight abated, close the proceeding without any charge or costs to the owner, and promptly provide written notice to the owner that the proceeding has been terminated satisfactorily. The closing of a proceeding will not bar the County from initiating a subsequent proceeding if the criminal blight recurs.

Section 2-1-6 – Abridgement of Rights

Nothing in this article or Virginia Code § 15.2-907 may be construed to abridge, diminish, limit, or waive any rights or remedies of an owner of property at law or any permits or nonconforming rights the owner may have under Chapter 22 (§ 15.2-2200 et seq.) of Title 15.2 of the Code of Virginia or under the County Code. If an owner in good faith takes corrective action, and despite having taken such action, the specific criminal blight identified in the affidavit persists, the owner will be deemed in compliance with this article and Virginia Code § 15.2-907. Further, if a tenant in a rental dwelling unit, or a tenant on a manufactured home lot, is the cause of criminal blight on such property and the owner in good faith initiates legal action and pursues the action by requesting a final order by a court of competent jurisdiction, as otherwise authorized by the Code of Virginia, against the tenant to remedy such noncompliance or to terminate the tenancy, the owner will be deemed in compliance with this article and Virginia Code § 15.2-907.