



## TOWN COUNCIL REGULAR MEETING AGENDA

Town Council Chambers  
765 Lynn Street, Herndon, VA 20170

Tuesday, August 13, 2024 | 7:00 PM

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**1. Call to Order**

**2. Pledge of Allegiance to the Flag of the United States of America**

**3. Presentations/Reports/Comments**

- a. Town Manager Report
- b. Councilmember Comments

**4. Comments from the Audience**

*Members of the public may, for one 3-minute period, provide public comments, requests, consent or general item comments, and comments on matters not included on the agenda.*

**5. Public Hearings**

- a. Status update presentation on the Comstock Herndon Project and Resolution 24-G-46 to approve an extension of the Outside Satisfaction date to September 10, 2024

**6. General**

- a. Resolution 24-G-47 to authorize the mayor to sign instruments related to the Town Manager transition
- b. Resolution 24-G-48 to appoint an Interim Town Manager

**7. Consent**

- a. Resolution 24-G-49 to approve a Temporary License Agreement between the Town and JOTT, INC., for use of a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for two one-day events in September and October

- b. Ordinance 24-O-26 to amend Chapter 70 (SUBDIVISIONS OF LAND), Article I (Subdivisions Generally), Sec. 70-102 (Authority) to update Table 70-102(b), (Subdivision Review Procedures)
- c. Resolution 24-G-50 to appoint members to the Historic District Review and Architectural Review Boards
- d. Resolution 24-G-51 to appoint a member to the Planning Commission
- e. June 4, 2024 Town Council Work Session Minutes
- f. June 11, 2024 Town Council Meeting Minutes

## **8. Adjournment**

Interpretación en Español está disponible en esta sesión.

**Agenda Item:**     **Status update presentation on the Comstock Herndon Project and Resolution 24-G-46 to approve an extension of the Outside Satisfaction date to September 10, 2024**

**Meeting Date:**    August 13, 2024

**Category:**        Public Hearings

**Prepared by:**     Lesa Yeatts, Town Attorney

**Description:**

In 2016 the Town issued an RFP for award of a comprehensive agreement pursuant to the Virginia public private partnership act for the redevelopment of approximately 4.675 acres of Town owned land in downtown for a mixed-use town center project, Arts Center and associated parking. Two responses were received and Comstock Herndon Venture, LC was selected by the Town Council following extensive public input. The parties proceeded to negotiate the terms of a Comprehensive Agreement pursuant to the provisions of the Public Private partnership.

The Town and Comstock Venture, LC entered into a Comprehensive Agreement defining responsibilities of both parties for the redevelopment of the parcel in the downtown on November 1, 2017. Thereafter both parties proceeded to pursue the requirements of the agreement.

- May 2018 - Initial Site Plan Submittal
- June 2018 - HPRB Hearing/COAs Approved
- July 2018 - Citizen Appeals filed, tolling further forward movement
- Oct 2018 - GC Preconstruction Pricing Budget
- April 2019 - Final Site Plan Approval
- May 2019 - HPRB Hearing/COAs Approved Unanimously
- May 2019 - Permit/Bid Drawings Complete
- August 2019 - Final Competitive Bids Received
- August - January 2020 - review of bids and value engineering exercise to preserve critical elements of design
- December 2020 - Amendment to Comprehensive Agreement and transfer of parcel to Comstock Herndon, LC
- December 21, 2021 - Letter Amendment to extend the Outside Satisfaction Date (the date upon which all remaining contract conditions are to be satisfied) ("OSD") to April 30, 2022
- April 29, 2022 - Comstock exercises its contractual right to a 24 month Market Pause of the OSD.

- April 25, 2024 - Letter Amendment to extend OSD to August 15, 2024

After thoughtful review and consideration of the status of the remaining outstanding items to be completed, and in light of recent productive discussions between the parties with respect to the project, the Town and Comstock desire to engage in a brief extension of the OSD to allow further progress and discussions to occur between the parties in relation to the project. This Resolution authorizes the Mayor to sign a letter amendment to extend the OSD from August 15 to September 10, 2024.

**Background:**

The notice for public hearing has been duly advertised in the *Fairfax County Times Newspapers* in the Friday, August 9, 2024 edition.

**Budget Impact:**

N/A

**Recommendation:**

N/A

**Attachments:**

1. Resolution (Proposed)
2. Herndon Comstock PPEA Extension Draft
3. Legal Ad

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution-      to approve an extension of the Comstock Outside Satisfaction  
date to September 10, 2024.**

Following a public hearing regarding the status of the Comstock Herndon project, and upon consideration of the status of the remaining outstanding items to be completed and the recent productive discussions between the parties with respect to the project, and the desire of the parties to engage in a brief extension of the Outside Satisfaction Date to allow further progress and discussions to occur between the parties.

**THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. The Mayor of the Town of Herndon, Virginia is authorized to sign a letter amendment to extend the OSD from August 15 to September 10, 2024, and any other documents or actions to effectuate this extension.

August 14, 2024

Via Hand Delivery and Email

The Town of Herndon, Virginia  
777 Lynn Street  
Herndon, Virginia 20170  
Attention: William Ashton, Town Manager  
Email: bill.ashton@herndon-va.gov

The Town of Herndon, Virginia  
777 Lynn Street  
Herndon, Virginia 201701  
Attention: Lesa Yeatts, Town Attorney  
Email: lesa.yeatts@herndon-va.gov

RE: Herndon Downtown Redevelopment Project

Dear Town of Herndon:

Reference is made to that certain Comprehensive Agreement (“Original Agreement”) dated November 1, 2017, between the Town of Herndon, Virginia (“Herndon”) and Comstock Herndon Venture, LC (“Comstock”), together with all amendments and modifications thereto, including that certain Amendment to Comprehensive Agreement dated December 3, 2020 (“First Amendment”), that certain letter amendment dated December 21, 2021 (“Initial Letter Amendment”), that certain notice of exercise of right to delay the Outside Satisfaction Agreement by Comstock dated April 29, 2022 (“Delay Notice”), and that certain letter amendment dated April 25, 2024 (“Second Letter Amendment”). The Original Agreement, the First Amendment, the Initial Letter Amendment, the Delay Notice, and the Second Letter Amendment are collectively referred to as the “Comprehensive Agreement”. Capitalized terms used but not expressly defined herein shall have the meanings given to them in the Comprehensive Agreement.

After thoughtful review and consideration of the current status of completion of the remaining Conditions Subsequent and in light of recent discussions between the Parties with respect to the Project, the Parties desire to evidence their agreement to provide for a brief extension of the Outside Satisfaction Date to allow further progress and discussions in relation to the Project to continue. Therefore, this letter amendment (“Third Letter Amendment”) shall memorialize Herndon’s and Comstock’s agreement to extend the Outside Satisfaction Date to September 10, 2024. Effective as of the date of this Third Letter Amendment, all references in the Comprehensive Agreement to “Outside Satisfaction Date” shall mean and refer to September 10, 2024. All other terms and conditions set forth in the Comprehensive Agreement, including, without limitation, the rights granted to the Parties under Sections 7 and 8 of the First

Amendment (as modified by the Initial Letter Amendment, the Delay Notice, and the Second Letter Amendment), remain in full force and effect and are unmodified.

Nothing contained in this Third Letter Amendment constitutes a waiver of any rights available to the Parties under the Comprehensive Agreement, at law or in equity, all of which are expressly reserved.

Sincerely,

COMSTOCK HERNDON VENTURE, LC,

By: CP Management Services, LC,  
its Manager

By: \_\_\_\_\_  
Christopher Clemente, Manager

THE TOWN HEREBY ACKNOWLEDGES AND AGREES TO THE EXTENSION OF THE OUTSIDE SATISFACTION DATE TO SEPTEMBER 10, 2024, AND THE TERMS AND CONDITIONS OF THIS THIRD LETTER AMENDMENT AS OF THIS 14TH DAY OF AUGUST 2024.

TOWN OF HERNDON, VIRGINIA  
in its proprietary capacity only and not in its  
governmental capacity

By: \_\_\_\_\_  
Sheila A. Olem, Mayor

Dated: August 14, 2024

Form Approved: \_\_\_\_\_  
Town Attorney

**Town of Herndon, Virginia**  
**Notice of Public Hearing**

Notice is hereby given that the **Town Council** of the Town of Herndon, Virginia, will hold a public hearing on Tuesday, August 13, 2024, at 7:00 p.m. in the Herndon Council Chambers Building, located at 765 Lynn Street, Herndon on the following item:

**Status update presentation on the Comstock Herndon Project and a resolution to approve an extension of the Outside Satisfaction date to September 10, 2024.** The Town Council will consider a resolution to approve an extension of the Outside Satisfaction from August 15, to September 10, 2024, for the Comstock Herndon Project. The public hearing will include a presentation from Comstock representatives on the status of the development project and members of the public are welcome to attend and provide public comments.

The public is encouraged to participate in the town's public hearing process. Individuals having an interest in the above item are invited to attend the public hearing and state their opinions and may also submit comments to [town.clerk@herndon-va.gov](mailto:town.clerk@herndon-va.gov). Information on this item is available for review by the public on the town's website at [www.herndon-va.gov](http://www.herndon-va.gov).

The Town of Herndon supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities, so that they may participate in services, programs, or activities, offered by the town. Please call (703) 435-6804 to arrange for any accommodation that may be necessary to allow for participation. Interpretación en Español está disponible en esta sesión.

Kirstyn Barr Jovanovich, Town Clerk

Note to Publisher:  
Publish on August 9, 2024

**Agenda Item:** Resolution 24-G-47 to authorize the mayor to sign instruments related to the Town Manager transition

**Meeting Date:** August 13, 2024

**Category:** General

**Prepared by:** Lesa Yeatts, Town Attorney

**Description:**

Resolution authorizing the mayor to sign necessary instruments including but not limited to contracts with Baker Tilly and Berkely Group, LLC relating to the town manager transition.

**Background:**

The current town manager will be leaving on September 10, 2024. The proposed resolution enables the town to engage the services of Baker Tilly to identify and engage an experienced professional interim administrative executive for the Town Council's approval. The resolution also enables the town to engage Berkley Group, LLC to perform certain consulting services for the Town during this time and any other instruments necessary to effectuate the transition.

**Budget Impact:**

Budget Amendment 2, being submitted in September, provides details of the transition costs, which includes the cost of the Interim Town Manager.

**Recommendation:**

Staff recommends that the resolution be adopted as proposed.

**Attachments:**

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution-     to authorize the mayor to sign instruments related to the Town Manager transition.**

The Town's current town manager will be leaving on September 10, 2024. The Town Council recognizes the need to maintain managerial continuity and to ensure a smooth transition. The town desires to engage the services of Baker Tilly to identify and engage an experienced professional interim administrative executive for the Town Council's approval and Berkley Group, LLC to perform certain consulting services for the Town with regard to the Town Manager transition.

**THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. The Mayor of the Town of Herndon, Virginia is authorized to sign instruments necessary for and related to the Town Manager transition.

**Agenda Item:** Resolution 24-G-48 to appoint an Interim Town Manager

**Meeting Date:** August 13, 2024

**Category:** General

**Prepared by:** Lesa Yeatts, Town Attorney

**Description:**

A resolution appointing Christopher E. Martino as interim town manager.

**Background:**

The Town's current town manager will be leaving on September 10, 2024. The town has engaged the services of Berkley Group LLC to assist with identifying and engaging an interim administrative executive. The proposed resolution appoints Christopher E. Martino as interim town manager effective September 3, 2024 and authorizes the Human Resources Department and the mayor to take any needed action to effectuate this decision.

**Budget Impact:**

Budget Amendment 2, being submitted in September, provides details of the transition costs, which includes the cost of the Interim Town Manager.

**Recommendation:**

Staff recommends adoption of the resolution as proposed.

**Attachments:**

1. Resolution (Proposed)
2. Contract, Berkley Group, LLC
3. Work Order 1 - Interim Town Manager
4. BG Resume - Chris Martino

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution-     to appoint an Interim Town Manager.**

The Town's current town manager will be leaving on September 10, 2024. The Town Council recognizes the need to maintain managerial continuity and to ensure a smoother transition. The town has engaged the services of Berkley Group LLC to identify and engage an experienced professional interim administrative executive for the Town Council's approval.

**THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. Christopher E. Martino is hereby appointed as Interim Town Manager, effective September 3, 2024, until further action of Town Council.
2. The Director of Human Resources is authorized to take any required personnel action related to this decision.
3. The Mayor of the Town of Herndon, Virginia is hereby authorized to take any necessary further action to effectuate this decision.

**AGREEMENT BETWEEN  
BERKLEY GROUP, LLC AND  
TOWN OF HERNDON, VIRGINIA FOR  
ON-CALL CONSULTING SERVICES**

This Agreement entered into on this 9<sup>th</sup> day of August, 2024 by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and the Town of Herndon, a political subdivision of the Commonwealth of Virginia, having its administrative office at 777 Lynn Street, Herndon, VA 20170, and hereafter called "the Client".

**WITNESSETH:**

**WHEREAS**, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

**WHEREAS**, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

**WHEREAS**, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies;

**WHEREAS**, the GEORGE WASHINGTON REGIONAL COMMISSION issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract;

**WHEREAS**, the Client desires to participate in said cooperative procurement agreement to obtain certain on call consulting services; and

**NOW, THEREFORE**, the parties do mutually agree as follows:

**SECTION 1. STATEMENT/SCOPE OF WORK.**

- A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services as agreed to by the parties and described in the Individual Work Orders.
- B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.

- C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

## **SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.**

- A. **Compensation.** Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For interim staff assignments, the parties agree to increase the Compensation by three percent (3%) per cent on an annual basis to coincide with the Client's fiscal year.
- B. **Payment to the Berkley Group.** Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** Berkley Group shall commence performance of the Services on August 9, 2024 and shall continue such performance through December 29, 2026. The town can elect to extend the contract(s) for up to two one-year extensions, maximum extension(s) from January 1, 2027 to December 31, 2028 but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
- (1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.
  - (2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services, the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.
  - (3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.
- E. **Termination for Breach.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.
- (1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the

effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.

- (2) After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

### **SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.**

- A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.
- D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

### **SECTION 4. RESPONSIBILITIES OF THE CLIENT.**

- A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.

- C. For interim or on-going staff assignments, the Client shall defend Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.

## SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Tanya Kendrick

Human Resources Director

703-435-6800 ext. 2050

[tanya.kendrick@herndon-va.gov](mailto:tanya.kendrick@herndon-va.gov)

Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

540-560-2202

[drew@bgllc.net](mailto:drew@bgllc.net)

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq.*, ; Va. Code § 2.2-4310 and – 4311 (non-discrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.2- 4312 (drug free workplace), which provisions are incorporated herein by reference.

- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.

- D. ***Ownership and Status of Documents.***

- (1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the property of Client, and shall be returned by Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.

- (2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

## **SECTION 6. CHANGES TO AGREEMENT.**

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

## **SECTION 7. MISCELLANEOUS PROVISIONS.**

- A. Protection of Confidential Information. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this clause shall not extend to claims or liabilities arising from the Client's negligence, gross negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree

that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.

- C. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.
- D. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of Rockingham, Virginia, or the United States District Court, Western District, Harrisonburg Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- E. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- F. Successors and Assigns. To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.
- G. Attorney's Fees. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- H. Headings; Recitals. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.

- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

**FOR TOWN OF HERNDON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

Title:

**FOR BERKLEY GROUP, LLC**

\_\_\_\_\_  
Darren K. Coffey, Principal

\_\_\_\_\_  
Andrew D. Williams, CEO

Date: \_\_\_\_\_



August 6, 2024

Town of Herndon  
Attn: Sheila A. Olem, Mayor  
777 Lynn Street  
Herndon, VA 20170

**RE: Work Order 1: Interim Town Manager**

Dear Mayor Olem:

We are pleased to present the associated scope and fee to provide Interim Town Manager Services to the Town of Herndon, VA. If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew D. Williams", written over a horizontal line.

Andrew D. Williams  
Chief Executive Officer

We are in agreement with the services and basis for fee determination in this Scope of Services for Interim Town Manager and hereby grant the consultant notice to proceed for the work herein specified.

---

Sheila A. Olem, Mayor

---

Date

## **I. SCOPE OF WORK**

Berkley Group, LLC will provide Interim Town Manager Services to the Town of Herndon, VA. Mr. Christopher E. Martino, CPA, MBA, CGMA, Executive Manager, will be the individual assigned to provide these Services. Interim Town Manager responsibilities will include the following:

- Manages major projects and performs contract and certification administration on behalf of the Town.
- Assigns, directs, reviews, and trains staff work.
- Reviews and recommends proposed departmental operating budgets; prepares and submits the proposed Town budget to the Council; administers approved budgets; authorizes approved expenditures.
- Serves as liaison on behalf of the Town engaging citizens; receives, researches, and responds to citizen complaints and inquiries.
- Attends and participates in Town Council meetings, advising and providing necessary information.
- Identifies and forecasts future needs of the Town; advises Town Council regarding policy decisions; engages in research and development of policy and implementation of policy changes across the organization.

## **II. SCHEDULE**

Beginning no earlier than September 3, 2024, it is anticipated that Mr. Christopher E. Martino will be available to deliver services up to 32 hours per week of on-site and off-site support as needed. This work order will remain in effect for up to three (3) months. This work order may be extended or terminated upon mutual agreement by both parties.

## **III. FEES**

The hourly rate for Interim Town Manager Services is \$185 per hour. Mileage will be reimbursed at the prevailing IRS rate. If needed, lodging will be reimbursed at cost. Payment will be made to Berkley Group, LLC and invoiced on a twice-monthly basis.

# CHRISTOPHER E. MARTINO, CPA, MBA

## EXPERIENCE

35+ Years

## EDUCATION

Master of Business Administration  
in Finance  
New York University  
New York, NY

B.A. in Accounting  
Franklin & Marshall College  
Lancaster, PA

## CREDENTIALS

Certified Government Financial  
Manager  
(CGFM)

Certified Public Accountant  
(CPA)

## EXECUTIVE MANAGER | CHRIS.MARTINO@BGLLC.NET

In-depth local government background running full service governments.  
Specializes in administration, municipal finance, and project management.

## WORK HISTORY

Executive Manager (2024-Present)  
Berkley Group, LLC

County Executive (2016-2021)  
Acting County Executive (2016)  
Acting County Executive (2015)  
Deputy County Executive (2010-2016)  
Director of Finance (1996-2010)  
Prince William County VA

Controller (1988-1996)  
City of Rye, NY

Deputy Commissioner of Finance (1984-1998)  
City of White Plains, NY

Senior Auditor (1981-1984)  
Ernst & Whinney

Internal Auditor (1978-1981)  
Texaco, Inc.

## AWARDS

Received numerous GFOA Distinguished Budget Presentation Awards  
and Certificates of Achievements for Excellence in Financial Reporting for  
Comprehensive Annual Reports.

Received NACO awards for Revenue Forecasting and Tax Trigger Model.  
Received awards from VACO, PRIMA, and VGFOA.

County Executive Award for Excellence:

2002 Health Insurance - Awarded  
2008 DRIVE-Implementation-Awarded  
2008 NVTA Implementation Team - nominated  
2008 NVTA Finance Team - nominated

## PROFESSIONAL ACTIVITIES

Special Review Committee: GFOA Certificate of Achievement for Excellence in  
Financial Reporting (1991-1993)

Banking and Investment Committee (1993-1996)

New York State Government Finance Officers' Association

Ethics Board: Association of Government Accountants, (2002-2005)



**Agenda Item:** Resolution 24-G-49 to approve a Temporary License Agreement between the Town and JOTT, INC., for use of a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for two one-day events in September and October

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** David Stromberg, Zoning Administrator, Lesa Yeatts, Town Attorney

**Description:**

Resolution approving a Temporary License Agreement granting Jimmy's Old Town Tavern use of town-owned public property for outdoor seating during two events in September and October.

**Background:**

The applicant, Jimmy's Old Town Tavern, is requesting authorization to use a designated town-owned public alley space located between 689 and 681 Spring Street for outdoor seating during events. The events will be held from 8:00 a.m. to 11:00 p.m. on September 1, 2024, and from 8:00 a.m. to 10:00 p.m. on October 6, 2024. The applicant has been approved for Temporary Use Permits by the Zoning Administrator pursuant to Section 78-90.2 of the Town of Herndon Zoning Ordinance.

This resolution authorizes the mayor to sign the necessary license agreement to permit Jimmy's Old Town Tavern to utilize the town's property for these 1-day events.

**Budget Impact:**

N/A

**Recommendation:**

Staff recommends approval of the Resolution as proposed.

**Attachments:**

1. Resolution (Proposed)
2. Agreement - Signed
3. TUPs - Exhibit A

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution-**     **to approve a Temporary License Agreement between the Town and JOTT, INC., for use of a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for two one-day events in September and October.**

**BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. The temporary license agreement dated August 13, 2024, between the Town of Herndon and JOTT, INC., d/b/a Jimmy's Old Town Tavern (Jimmy's) is approved. The license allows Jimmy's to use designated town-owned public alley space adjacent to Jimmy's for outdoor seating during events on September 1, 2024 and October 6, 2024. The license agreement may contain other terms agreed to by the mayor and is on file in the office of the Town Attorney.
2. The mayor is authorized to sign and deliver this temporary license agreement and any other instrument necessary to evidence or effectuate this agreement.

## TEMPORARY LICENSE AGREEMENT

This Agreement ("Agreement") is made this 13<sup>th</sup> day of August 2024 by and between JOTT, INC. d/b/a Jimmy's Old Town Tavern ("Jimmy's") and the TOWN OF HERNDON, VIRGINIA, ("Town").

WHEREAS Jimmy's represents that they have Temporary Use Permits to conduct events in the Town of Herndon on September 1, 2024, and October 6, 2024, represented in "Exhibit A" attached hereto ("Permits") and that Jimmy's would like to use the Town's property behind Jimmy's Old Town Tavern Restaurant as shown on the Permits and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley by Jimmy's on the dates as described in the Permits (on September 1, 2024, and October 6, 2024, only).

Now therefore the parties agree as follows:

1. The Town hereby grants Jimmy's authorization to temporarily use the Alley for purposes described in the Permits.
2. Jimmy's shall comply with the terms of the Permits, this License, and all applicable town, state and federal laws and regulations obtaining and maintaining at all times any other permit(s) required under applicable law for this use.
3. The parties expressly agree and contract that there shall be no fee for the use of the Town property on these occasions only.
4. The permission to use the property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
5. Jimmy's hereby assumes all risk of damage by reason of its occupation of the Alley caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and Jimmy's hereby agrees to hold harmless and indemnify the Town, its officers, agents and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
6. Jimmy's shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This Agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives Jimmy's written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

**Liability** - Coverage totaling \$5,000.000.00. All policies shall be endorsed to name the Town of Herndon as an additional insured.

The insurance required hereunder shall be maintained in effect during the duration of this Agreement. Insurance Policy(s) shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) calendar days advance written notice thereof to the Town.

7. Termination: The Town may terminate this Agreement upon 24 hours' notice to Jimmy's for cause.

8. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

9. This Agreement contains the entire and only agreement between the parties, and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

JOTT, INC.

d/b/a Jimmy's Old Town Tavern

By James C. Cirrito  
James C. Cirrito, President

TOWN OF HERNDON, VIRGINIA

By \_\_\_\_\_  
Sheila A. Olem, Mayor

APPROVED AS TO FORM:

Lesa J. Yeatts  
Lesa J. Yeatts, Town Attorney

July 2018



Department of Community Development  
777 Lynn Street  
Herndon, Virginia 20170-4602

DEPARTMENT OF  
COMMUNITY DEVELOPMENT



**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN  
AND ASSOCIATED ZONING INSPECTION PERMIT  
(TEMPORARY USE PERMIT)**

(Not all temporary uses require a permit. See § 78-90.1 of the Herndon Town Code.)

Submittal of this form with **original signatures is required. PLEASE PRINT OR TYPE** (Unless otherwise indicated.)

Name of Business or Organization:

Jimmy's Old Town Tavern

Street Address of the Subject Property  
(including apt/suite #):

697 Spring St. Herndon VA 20170

Please describe the requested activity, proposed  
dates and daily hours of operation. Add more  
sheets if necessary.

Outdoor Dining September 1, 2024 8am - 11pm

Lot Area (site area) Proposed for the Temporary  
Use:

Alley behind Jimmy's/Former Robert's Carpet Lot

Are any site alterations or any alterations to the building's exterior or interior planned or underway in connection  
with this use (or were any alterations done)? ☒ No ☐ Yes Please describe :

Name of Contact for the Temporary Use  
(Applicant):

Jimmy Cirrito

Address of Permanent Residence:

9254 Matthew Dr. Manassas Park, VA 20111

Jimcirrito@aol.com

703-470-4014

E-mail address

Telephone # for duration of temporary use

**The undersigned hereby applies for a Temporary Use Permit under the provisions of § 78-90.3  
and § 78-90.4 of the Herndon Town Code.**

**I hereby affirm and certify that:**

- The information provided on this form is true and correct to the best of my knowledge.
- The requirements associated with this application under § 78-90.3 and § 78-90.4 of the Herndon Town Code have been read and are understood.
- The use and occupancy of buildings and/or the use of land noted above is in conformance with all provisions of the Town of Herndon, Virginia Zoning Ordinance regulations to the best of my knowledge.
- The site shall be returned within 48 hours to its condition prior to the establishment of the temporary use.

*James C. Cirrito*

Signature of Contact (Applicant)

6-11-2024

Date

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED  
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

Name and Title of Property Owner (Applicant): Jimmy Cirrito JMK 12 LLC  
Mailing Address: same

E-mail address

Telephone

**TO BE SUBMITTED WITH THIS APPLICATION**

- X A letter signed by the owner or owner's agent consenting to the application for the Temporary Use Permit;
- X A Site Plan prepared in accordance with § 78-155.6(4) and showing the area of proposed activity with signage, display areas, illumination, vehicular entrances to the site (location, type and size), parking area associated with the temporary use (location, layout, and surface material);
- X The detailed description of the proposed temporary activity requested above should include an analysis of any noise that may not comply with the noise provisions in the Herndon Town Code;
- X Sample signage to be used;
- N/A A statement from the landowner(s) authorizing an agent to act on their behalf (if applicable);
- N/A If a pre-application conference took place, a statement indicating the date and time a pre-application conference was held with the Town, as well as a list of participants in the conference;
- N/A A list of proposed vendors to include security firms, food trucks, portable toilet providers, or any other vendors that will be onsite during the event.

**AUTHORIZATION STEP ONE. SITE IMPROVEMENTS ONLY (verification of Site Plan approval)**

The applicant is authorized to proceed to **make the site improvements** for the purposes of conducting the temporary use described above.



*Signature and Authorization of Zoning Administrator*

**AUTHORIZATION STEP TWO: AUTHORIZATION TO BEGIN OPERATION OF THE TEMPORARY USE (Temporary Use Permit/Zoning Inspection Permit)**

The applicant has completed the site improvements and the applicant is authorized to **begin operation of the temporary use**.

This Permit is effective beginning September 1, 2024 for 1 days.

*Signature of Zoning Inspector*

\* Must apply for building permit for tent.

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED  
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

**For Office Use Only:**

|                                                                                              |                                          |                                                                    |                                                                                               |                                  |
|----------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------|
| <b>STEP ONE<br/>(Site Plan)</b>                                                              | Received by:<br><i>AW</i>                | Fee paid for <b>Temporary Use Site Plan*</b> application:          | Date:<br><i>6/20/24</i>                                                                       | Case No.:<br><i>TUP # 24-009</i> |
|                                                                                              | Use permitted by Town Code Section:      |                                                                    |                                                                                               |                                  |
|                                                                                              | Tax Map Reference: <i>0162.02, 0086A</i> |                                                                    | Zoning District:                                                                              |                                  |
|                                                                                              | Business and Occupational License #:     |                                                                    | Status of Taxes: <input checked="" type="checkbox"/> Paid <input type="checkbox"/> Delinquent |                                  |
| <b>STEP TWO<br/>(ZIP)</b>                                                                    | Received by:                             | Fee paid for <b>Zoning Inspection Permit/Temporary Use Permit:</b> |                                                                                               | Date:                            |
| *Note: no application fee is required for uses of less than 90 consecutive days in duration. |                                          |                                                                    |                                                                                               |                                  |

**Distribution  
after  
approval:**

Applicant

Community  
Development

Fire  
Department

Finance



June 12, 2024

David Stromberg  
Zoning Department  
Town of Herndon

777 Lynn Street  
Herndon VA 20170-0427

Re: Temporary Use Permit for the Extension of Retail Sales, Sunday, September 1, 2024.

Dear Mr. Stromberg,

This letter serves as a Request/Application for permission for Jimmy's Old Town Tavern, 697 Spring Street, to have the Town of Herndon issue a Temporary Use Permit for the Extension of Outdoor Retail Sales per The Town of Herndon Zoning Ordinance, Division 3. Temporary Uses; Sec.78-1392 Item (3) and Sec. 78-1395 Item (3) Outdoor Retail Sales Events & Sec. 78-1395 Item (4). Additional Permits for Temporary Use inclusive of Sunday, September, 2024 from 8 AM to 11:00 PM.

Enclosed please find the following:

- Drawing of the proposed area
- Letter to the ABC Board of Virginia requesting an extension of license privileges.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

A handwritten signature in black ink that reads "James C. Cirrito". The signature is written in a cursive, flowing style.

James C. Cirrito  
Owner  
Jimmy's Old Town Tavern





June 12, 2024

Special Agent, Kenneth Chang  
Bureau of Law Enforcement  
Commonwealth of Virginia  
Department of Alcoholic Beverage Control  
Alexandria Regional Office  
6308 Grovedale Drive  
Alexandria VA 22310

Re: Request for Extension of License Privileges for outdoor Event, Sunday, September 1, 2024.

Dear Special Agent Kenneth Chang:

This letter serves as a Request for Permission for JOTT, Inc., trading as Jimmy's Old Town Tavern, License 75822, to extend its license privileges to the alleyway, et al, shown on the enclosed sketch for the following date and time span:

Sunday, September 1, 2024, from 8 AM to 11:00 PM.

Enclosed please find the following:

- Drawing of the proposed area.
- Application to the Town of Herndon for this event.

The license is obligated to ensure full compliance with the ABC laws and all other laws and regulations and is cognizant of criminal action that could be taken toward those involved and administrative action taken toward the license held by JOTT, Inc.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

James Cirrito  
Owner  
Jimmy's Old Town Tavern



June 12, 2024

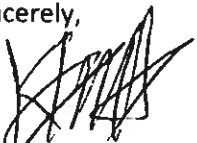
Town of Herndon  
Dept. of Community Development  
777 Lynn Street  
Herndon VA 20170

Re: Temporary Use Permit for the Extension of Retail Sales for Outdoor Event, September 1, 2024.

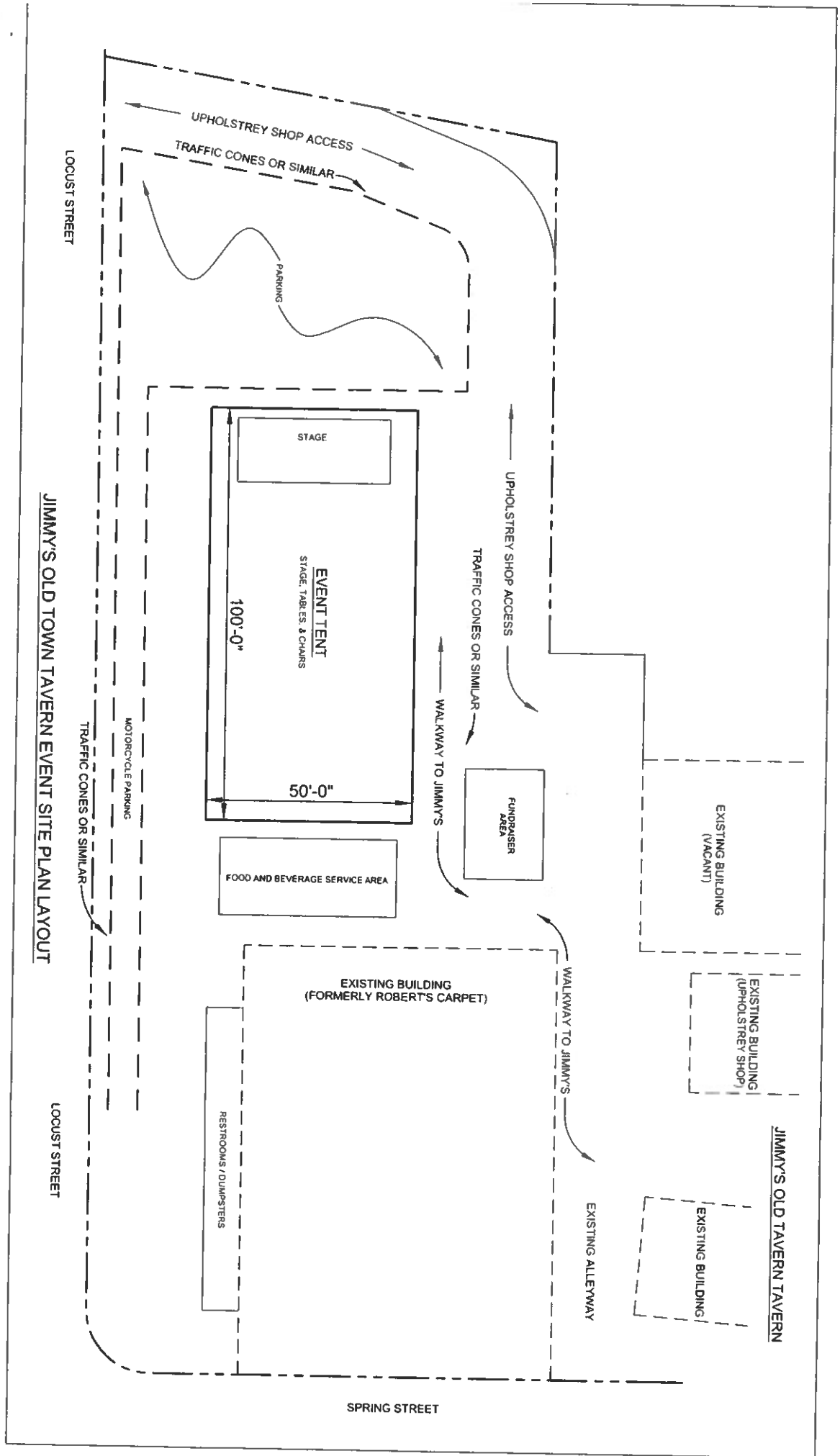
Dear TOH:

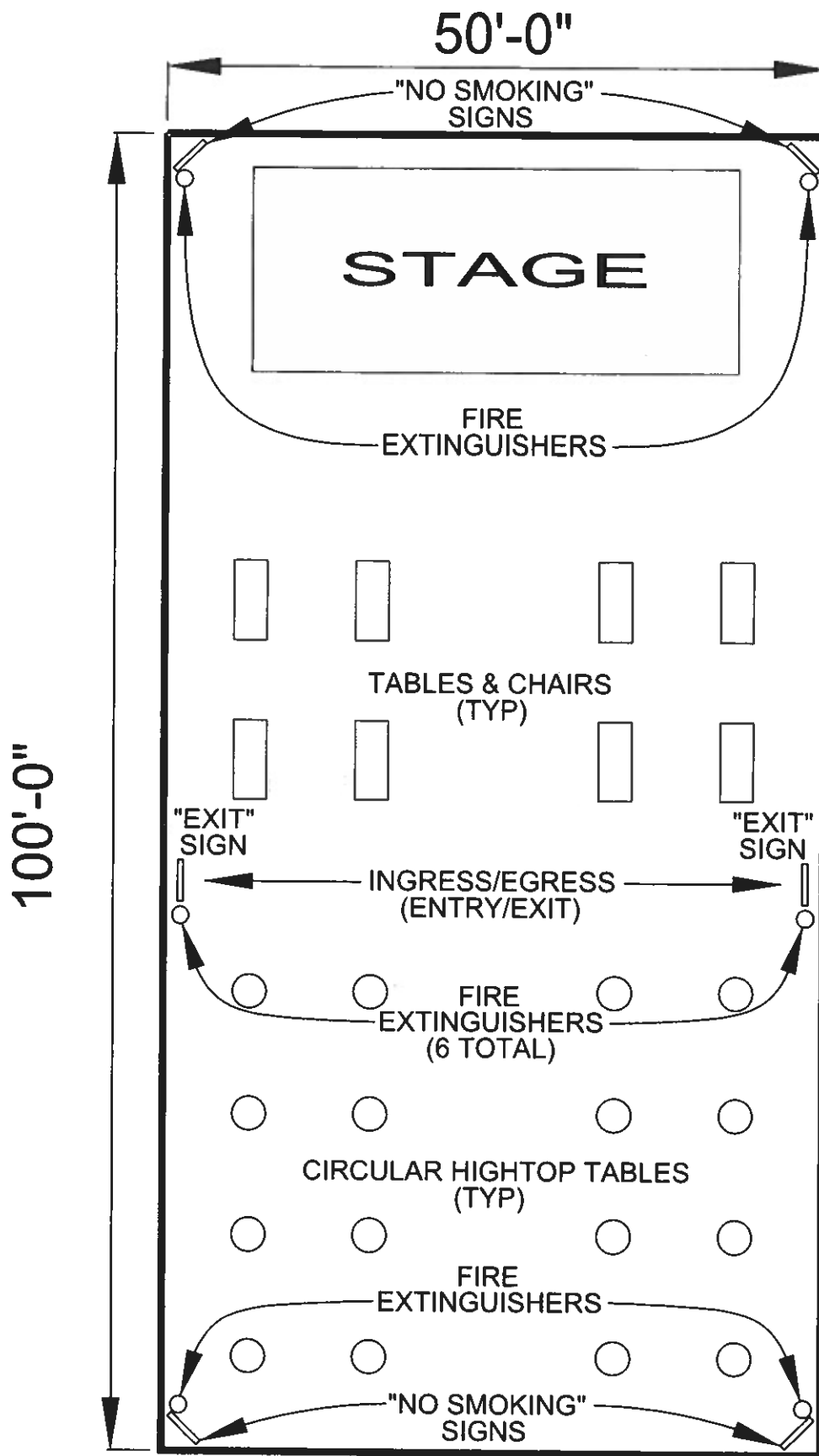
Relative to your request, I hereby give my permission for my business neighbor, Jimmy's Old Town Tavern, to provide an outdoor event on September 1, 2024. The location shall be in the parking area behind and adjoining our businesses. The purpose of this event is to provide and sell food and beverages as an extension of the existing retail business known as Jimmy's Old Town Tavern.

Sincerely,

  
Khurram Afzal, Owner  
Fairprice Groceries  
681 Spring Street  
Herndon, VA 20170

Date: 06-13-24





## EVENT TENT INTERIOR LAYOUT

**NO  
ALCOHOL  
PAST THIS  
POINT**

MAP #: 0162 02 0086A

JMK 12 LLC

695 SPRING ST

**Summary of 2024 Taxes**

| Year              | General Fund<br>Net Taxes | Special Tax<br>District | Service<br>Charges | Interest | Penalty | Other<br>Charges | Amount<br>Paid | Balance<br>Due |
|-------------------|---------------------------|-------------------------|--------------------|----------|---------|------------------|----------------|----------------|
| 2024 1ST HALF DUE | \$8,639.95                | \$3,214.07              | \$ .00             | \$ .00   | \$ .00  | \$ .00           | \$ .00         | \$11,854.02    |
| 2024 2ND HALF DUE | \$8,639.94                | \$3,214.05              | \$ .00             | \$ .00   | \$ .00  | \$ .00           | \$ .00         | \$11,853.99    |
| Total:            | \$17,279.89               | \$6,428.12              | \$ .00             | \$ .00   | \$ .00  | \$ .00           | \$ .00         | \$23,708.01    |

**Prepays and Refunds**

|                 |             |
|-----------------|-------------|
| Prepays         | \$ .00      |
| Pending Refunds | \$ .00      |
| GRAND TOTAL     | \$23,708.01 |

Source: Fairfax County Department  
of Tax Administration, Real Estate Division.

MAP #: 0162 02 0086A  
JMK 12 LLC

695 SPRING ST

### Owner

---

|                 |                                |
|-----------------|--------------------------------|
| Name            | JMK 12 LLC,                    |
| Mailing Address | 697 SPRING ST HERNDON VA 20170 |
| Book            | 27812                          |
| Page            | 1619                           |

### Parcel

---

|                                    |                                                                                                                                                        |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property Location                  | 695 SPRING ST HERNDON VA 20170 5125                                                                                                                    |
| Map #                              | 0162 02 0086A                                                                                                                                          |
| Tax District                       | HT000                                                                                                                                                  |
| District Name                      | DRANESVILLE TOWN OF HERNDON TRANSPORT                                                                                                                  |
| Land Use Code                      | Specialty Center                                                                                                                                       |
| Land Area (acreage)                |                                                                                                                                                        |
| Land Area (SQFT)                   | 6,583                                                                                                                                                  |
| Zoning Description                 | CC(Central Comm District)                                                                                                                              |
| Utilities                          | WATER CONNECTED<br>SEWER CONNECTED<br>GAS NOT AVAILABLE                                                                                                |
| County Inventory of Historic Sites | YES                                                                                                                                                    |
| County Historic Overlay District   | NO                                                                                                                                                     |
|                                    | For further information about the Fairfax County Historic Overlay Districts, <a href="#">CLICK HERE</a>                                                |
|                                    | For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district. |
| Street/Road                        | PAVED                                                                                                                                                  |
| Site Description                   | COMMERCIAL RANK #1                                                                                                                                     |

### Legal Description

---

|                   |                                          |
|-------------------|------------------------------------------|
| Legal Description | SPRING STREET ELDEN SPRING STS<br>LT 86A |
|-------------------|------------------------------------------|

### Last Refresh

---

|                      |                          |
|----------------------|--------------------------|
| Date                 |                          |
| Data last refreshed: | 18/Jun/2024 DB:PORA34CUR |

### General Information

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June 12, 2024

Judy Fry  
Town Manager's Office  
Town of Herndon  
777 Lynn Street  
Herndon VA 20170

Re: Request for Noise Permit for Outdoor Event, Sunday, September 1, 2024.

Dear Ms. Fry:

This letter serves as an Application/Request for a Noise Permit for Jimmy's Old Town Tavern, 697 Spring Street, to be issued in conjunction with a Temporary Use Permit for an Outdoor Event to begin at 8AM and ending at 11:00 PM on Sunday, September 1, 2024. In accordance with the Town's noise ordinance, music/tv sound will be allowed to be played from 8:00 AM to 10:00 PM outside in the rear alley and in the lot behind the former Robert's Carpet building.

If you have any questions, please contact me at 703-470-4014

Sincerely,

A handwritten signature in black ink that reads "James C. Cirrito". The signature is written in a cursive style with a large, stylized "C" and "I".

James C. Cirrito  
Owner  
Jimmy's Old Town Tavern

July 16, 2024

Jimmy's Old Town Tavern  
697 Spring Street  
Herndon, VA 20170

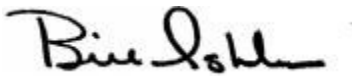
Dear Mr. Cirrito,

This is in response to your request for a noise permit for your event on Sunday, September 1, 2024 from 8 AM to 11 PM, to be held at Jimmy's Old Town Tavern, 697 Spring Street, Herndon, VA 20170. Since you will be using amplified sound, you are required to follow the town code regarding noise. Sections of the Town Code pertaining to noise can be reviewed here: [https://library.municode.com/va/herndon/codes/code\\_of\\_ordinances?nodeId=PTIIC\\_OOR\\_CH26EN\\_ARTVINO](https://library.municode.com/va/herndon/codes/code_of_ordinances?nodeId=PTIIC_OOR_CH26EN_ARTVINO). Please keep in mind that the noise permit only allows amplified sound between 7 AM and 10 PM.

I am approving the noise permit and this letter will serve as such. By copy of this letter to the Herndon Police, I am advising them of your event since they enforce the noise ordinance.

Best wishes for a successful event.

Sincerely,



Bill Ashton  
Town Manager

c. Maggie A. DeBoard, Chief of Police

July 2018

RECEIVED ON



Department of Community Development  
777 Lynn Street  
Herndon, Virginia 20170-4602

DEPARTMENT OF  
COMMUNITY DEVELOPMENT

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN  
AND ASSOCIATED ZONING INSPECTION PERMIT  
(TEMPORARY USE PERMIT)**

(Not all temporary uses require a permit. See § 78-90.1 of the Herndon Town Code.)

Submittal of this form with **original signatures is required. PLEASE PRINT OR TYPE** (Unless otherwise indicated.)

Name of Business or Organization:

Jimmy's Old Town Tavern

Street Address of the Subject Property  
(including apt/suite #):

697 Spring St. Herndon VA 20170

Please describe the requested activity, proposed  
dates and daily hours of operation. Add more  
sheets if necessary.

Outdoor Dining October 6, 2024 8am - 10pm

Lot Area (site area) Proposed for the Temporary  
Use:

Alley behind Jimmy's/Former Robert's Carpet Lot

Are any site alterations or any alterations to the building's exterior or interior planned or underway in connection  
with this use (or were any alterations done)? ☒ No ☐ Yes Please describe :

Name of Contact for the Temporary Use  
(Applicant):

Jimmy Cirrito

Address of Permanent Residence:

9254 Matthew Dr. Manassas Park, VA 20111

Jimcirrito@aol.com

703-470-4014

E-mail address

Telephone # for duration of temporary use

**The undersigned hereby applies for a Temporary Use Permit under the provisions of § 78-90.3  
and § 78-90.4 of the Herndon Town Code.**

***I hereby affirm and certify that:***

- The information provided on this form is true and correct to the best of my knowledge.
- The requirements associated with this application under § 78-90.3 and § 78-90.4 of the Herndon Town Code have been read and are understood.
- The use and occupancy of buildings and/or the use of land noted above is in conformance with all provisions of the Town of Herndon, Virginia Zoning Ordinance regulations to the best of my knowledge.
- The site shall be returned within 48 hours to its condition prior to the establishment of the temporary use.

**Signature of Contact (Applicant)**

**Date**

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED  
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

Name and Title of Property Owner (Applicant): Jimmy Cirrito JMK 12 LLC

Mailing Address: same

E-mail address \_\_\_\_\_

Telephone \_\_\_\_\_

**TO BE SUBMITTED WITH THIS APPLICATION**

- X A letter signed by the owner or owner's agent consenting to the application for the Temporary Use Permit;
- X A Site Plan prepared in accordance with § 78-155.6(4) and showing the area of proposed activity with signage, display areas, illumination, vehicular entrances to the site (location, type and size), parking area associated with the temporary use (location, layout, and surface material);
- X The detailed description of the proposed temporary activity requested above should include an analysis of any noise that may not comply with the noise provisions in the Herndon Town Code;
- X Sample signage to be used;
- N/A A statement from the landowner(s) authorizing an agent to act on their behalf (if applicable);
- N/A If a pre-application conference took place, a statement indicating the date and time a pre-application conference was held with the Town, as well as a list of participants in the conference;
- N/A A list of proposed vendors to include security firms, food trucks, portable toilet providers, or any other vendors that will be onsite during the event.

**AUTHORIZATION STEP ONE. SITE IMPROVEMENTS ONLY (verification of Site Plan approval)**

The applicant is authorized to proceed to **make the site improvements** for the purposes of conducting the temporary use described above.

James C. Cirrito 7-9-2024  
Signature and Authorization of Zoning Administrator

**AUTHORIZATION STEP TWO: AUTHORIZATION TO BEGIN OPERATION OF THE TEMPORARY USE (Temporary Use Permit/Zoning Inspection Permit)**

The applicant has completed the site improvements and the applicant is authorized to **begin operation of the temporary use**.

This Permit is effective beginning October 6, 2024 for 1 days.

[Signature] 07/15/2024  
Signature of Zoning Inspector

\* Must apply for building permit for tent.

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED  
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

**For Office Use Only:**

|                                                                                                     |                                                                                                   |                                                                                    |                          |                                |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------|--------------------------------|
| <b>STEP ONE<br/>(Site Plan)</b>                                                                     | Received by:<br> | Fee paid for <b>Temporary Use Site Plan*</b> application:                          | Date:<br><b>7-9-2024</b> | Case No.:<br><b>TUP 24-011</b> |
|                                                                                                     | Use permitted by Town Code Section:                                                               |                                                                                    |                          |                                |
|                                                                                                     | Tax Map Reference: <b>0162 02 0086A</b>                                                           | Zoning District: <b>CC</b>                                                         |                          |                                |
|                                                                                                     | Business and Occupational License #:                                                              | Status of Taxes: <input type="checkbox"/> Paid <input type="checkbox"/> Delinquent |                          |                                |
| <b>STEP TWO<br/>(ZIP)</b>                                                                           | Received by:                                                                                      | Fee paid for <b>Zoning Inspection Permit/Temporary Use Permit:</b>                 |                          | Date:                          |
| <i>*Note: no application fee is required for uses of less than 90 consecutive days in duration.</i> |                                                                                                   |                                                                                    |                          |                                |

**Distribution  
after  
approval:**

Applicant

Community  
Development

Fire  
Department

Finance



RECEIVED ON  
JUL 10 2024  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT

July 6, 2024

David Stromberg  
Zoning Department  
Town of Herndon

777 Lynn Street  
Herndon VA 20170-0427

Re: Temporary Use Permit for the Extension of Retail Sales, Sunday, October 6, 2024.

Dear Mr. Stromberg,

This letter serves as a Request/Application for permission for Jimmy's Old Town Tavern, 697 Spring Street, to have the Town of Herndon issue a Temporary Use Permit for the Extension of Outdoor Retail Sales per The Town of Herndon Zoning Ordinance, Division 3. Temporary Uses; Sec.78-1392 Item (3) and Sec. 78-1395 Item (3) Outdoor Retail Sales Events & Sec. 78-1395 Item (4). Additional Permits for Temporary Use inclusive of Sunday, October 6, 2024 from 8 AM to 10:00 PM.

Enclosed please find the following:

- Drawing of the proposed area
- Letter to the ABC Board of Virginia requesting an extension of license privileges.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

A handwritten signature in black ink that reads "James C. Cirrito". The signature is written in a cursive style.

James C. Cirrito  
Owner  
Jimmy's Old Town Tavern



RECEIVED ON  
JUL 10 2024  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT

July 9, 2024

Judy Fry  
Town Manager's Office  
Town of Herndon  
777 Lynn Street  
Herndon VA 20170

Re: Request for Noise Permit for Outdoor Event, Sunday, October 6, 2024.

Dear Ms. Fry:

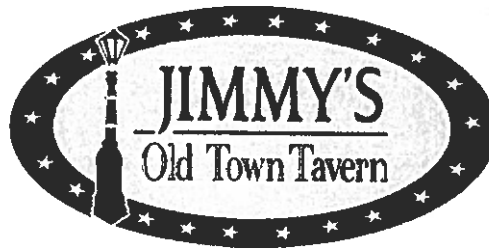
This letter serves as an Application/Request for a Noise Permit for Jimmy's Old Town Tavern, 697 Spring Street, to be issued in conjunction with a Temporary Use Permit for an Outdoor Event to begin at 8AM and ending at 10:00 PM on Sunday, October 6, 2024. In accordance with the Town's noise ordinance, music/tv sound will be allowed to be played from 8:00 AM to 10:00 PM outside in the rear alley and in the lot behind the former Robert's Carpet building.

If you have any questions, please contact me at 703-470-4014

Sincerely,

James C. Cirrito  
Owner  
Jimmy's Old Town Tavern

RECEIVED ON



DEPARTMENT OF  
COMMUNITY DEVELOPMENT

July 9, 2024

Special Agent, Kenneth Chang  
Bureau of Law Enforcement  
Commonwealth of Virginia  
Department of Alcoholic Beverage Control  
Alexandria Regional Office  
6308 Grovedale Drive  
Alexandria VA 22310

Re: Request for Extension of License Privileges for outdoor Event, Sunday, October 6, 2024.

Dear Special Agent Kenneth Chang:

This letter serves as a Request for Permission for JOTT, Inc., trading as Jimmy's Old Town Tavern, License 75822, to extend its license privileges to the alleyway, et al, shown on the enclosed sketch for the following date and time span:

Sunday, October 6, 2024, from 8 AM to 10:00 PM.

Enclosed please find the following:

- Drawing of the proposed area.
- Application to the Town of Herndon for this event.

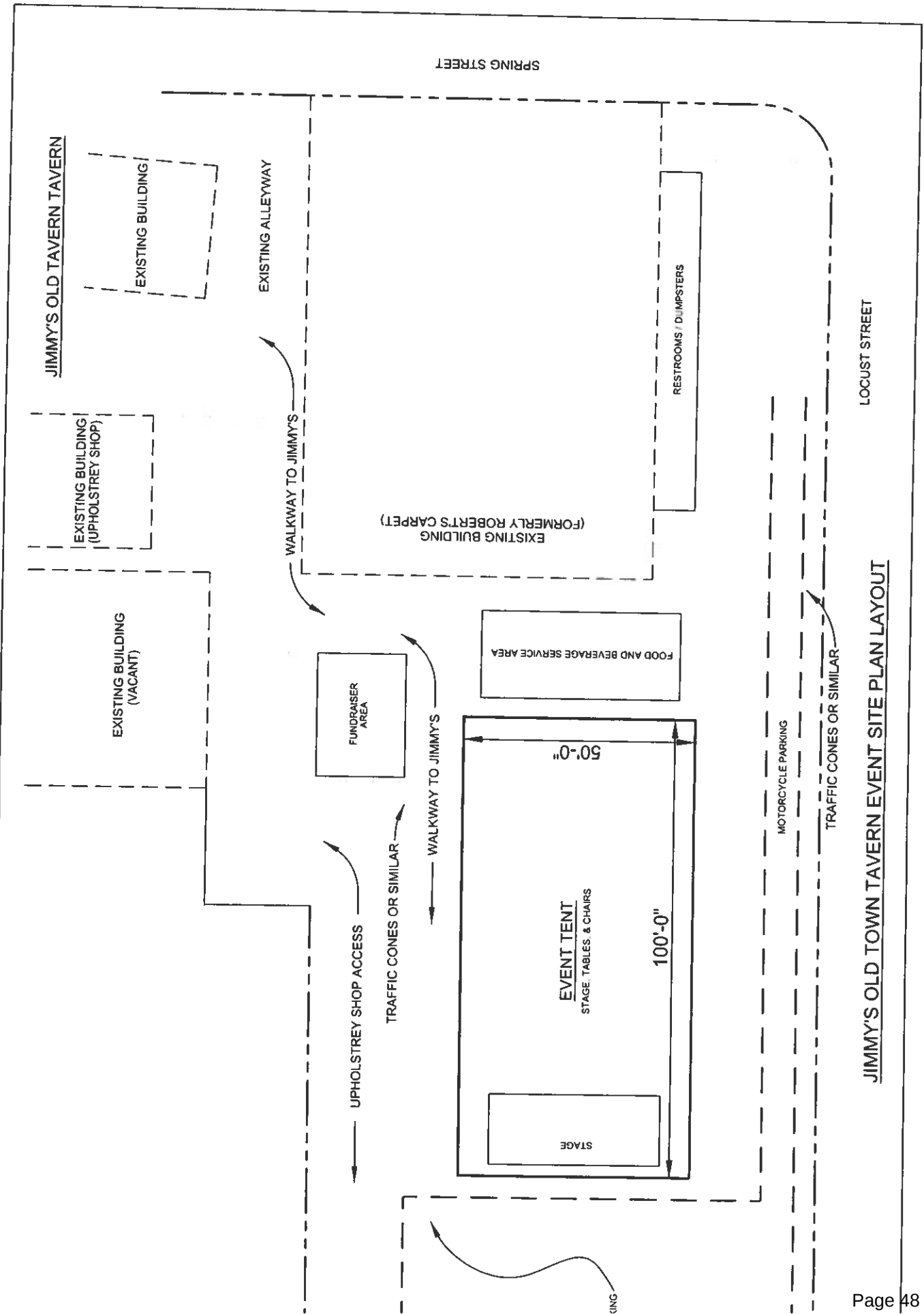
The license is obligated to ensure full compliance with the ABC laws and all other laws and regulations and is cognizant of criminal action that could be taken toward those involved and administrative action taken toward the license held by JOTT, Inc.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

James Cirrito  
Owner  
Jimmy's Old Town Tavern

**NO  
ALCOHOL  
PAST THIS  
POINT**



JIMMY'S OLD TOWN TAVERN EVENT SITE PLAN LAYOUT



July 9, 2024

Judy Fry  
Town Manager's Office  
Town of Herndon  
777 Lynn Street  
Herndon VA 20170

Re: Request for Noise Permit for Outdoor Event, Sunday, October 6, 2024.

Dear Ms. Fry:

This letter serves as an Application/Request for a Noise Permit for Jimmy's Old Town Tavern, 697 Spring Street, to be issued in conjunction with a Temporary Use Permit for an Outdoor Event to begin at 8AM and ending at 10:00 PM on Sunday, October 6, 2024. In accordance with the Town's noise ordinance, music/tv sound will be allowed to be played from 8:00 AM to 10:00 PM outside in the rear alley and in the lot behind the former Robert's Carpet building.

If you have any questions, please contact me at 703-470-4014

Sincerely,

A handwritten signature in black ink that reads "James C. Cirrito". The signature is written in a cursive style with a horizontal line extending from the end.

James C. Cirrito  
Owner  
Jimmy's Old Town Tavern

July 16, 2024

Jimmy's Old Town Tavern  
697 Spring Street  
Herndon, VA 20170

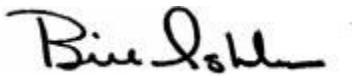
Dear Mr. Cirrito,

This is in response to your request for a noise permit for your event on Sunday, October 6, 2024 from 8 AM to 10 PM, to be held at Jimmy's Old Town Tavern, 697 Spring Street, Herndon, VA 20170. Since you will be using amplified sound, you are required to follow the town code regarding noise. Sections of the Town Code pertaining to noise can be reviewed here: [https://library.municode.com/va/herndon/codes/code\\_of\\_ordinances?nodeId=PTIIC\\_OOR\\_CH26EN\\_ARTVINO](https://library.municode.com/va/herndon/codes/code_of_ordinances?nodeId=PTIIC_OOR_CH26EN_ARTVINO). Please keep in mind that the noise permit only allows amplified sound between 7 AM and 10 PM.

I am approving the noise permit and this letter will serve as such. By copy of this letter to the Herndon Police, I am advising them of your event since they enforce the noise ordinance.

Best wishes for a successful event.

Sincerely,



Bill Ashton  
Town Manager

c. Maggie A. DeBoard, Chief of Police

**Agenda Item:** Ordinance 24-O-26 to amend Chapter 70 (SUBDIVISIONS OF LAND), Article I (Subdivisions Generally), Sec. 70-102 (Authority) to update Table 70-102(b), (Subdivision Review Procedures)

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** Lauri Sigler, Deputy Town Attorney

**Description:**

The proposed ordinance will amend Chapter 70 (SUBDIVISIONS OF LAND), Article I (Subdivisions Generally), Sec. 70-102 (Authority) to update Table 70-102(b), (Subdivision Review Procedures) to give the Subdivision Administrator the authority to approve the vacation of property interests granted to the Town as a condition of site plan approval. Currently, only the Town Council can approve the vacation of streets, alleys or easements, no matter how they were originally created. Appointing the Subdivision Administrator as the authorized agent of the Town Council to approve the vacation of some of these property interests administratively, will streamline the approval process for a property owner, subdivider or developer going through the administrative site plan, subdivision plan or plat approval process.

**Background:**

Pursuant to Sec. 70-401 of the Town Code, the "Subdivision Agent" for the Town is an individual designated by the town manager to administer and enforce Chapter 70 (SUBDIVISIONS OF LAND) of the Town Code and is currently the Deputy Director of Community Development. Table 70-102(b) of the Town Code contains a table that lists the typical types of applications the Town receives for review and designates between the Subdivision Administrator, the Planning Commission and the Town Council, who has the authority to either review and advise, make a final decision, or is the entity responsible for hearing an appeal. Currently, the Town Council makes the final decision for any application involving the vacation of a plat, right-of-way or any other interest the Town has in other public land as such authority is clearly delegated in the Code of Virginia.

For a specific category of public interests in land, Section 15.2-2270 of the Code of Virginia permits a governing body to delegate the authority to vacate to an agent which does not require the application to come to the Town Council as a formal agenda item for approval. Any interest in streets, alleys, easements for public rights of passage, easements for drainage, and easements for a public utility *granted to a locality as a condition of the approval of a site plan* can be vacated by an instrument, usually a deed, signed by the property owner declaring the specific property interest to be vacated, that

is then acknowledged and signed by the authorized agent of the governing body which instrument is then properly recorded in the land records.

**Budget Impact:**

None.

**Recommendation:**

Staff recommends approval of the proposed Ordinance.

**Attachments:**

1. Ordinance (Proposed)

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**ORDINANCE**

**AUGUST 13, 2024**

**Ordinance-**        **to amend Chapter 70 (SUBDIVISIONS OF LAND), Article I (Subdivisions Generally), Sec. 70-102 (Authority) to update Table 70-102(b), (Subdivision Review Procedures)**

**BE IT ORDAINED** by the Town Council of the Town of Herndon, Virginia that:

1.        The following sections or provisions of the Herndon Town Code (2000), as amended, are amended as follows:

**CHAPTER 70 (SUBDIVISIONS OF LAND)**

**Article 1. Subdivisions Generally**

**Sec. 70-102. - Authority**

**TABLE 70-102(b): SUBDIVISION REVIEW PROCEDURES**

R= Review and Advise      D= Final Decision      A= Appeal

|                                                                                       | Subdivision Administrator | Planning Commission | Town Council |
|---------------------------------------------------------------------------------------|---------------------------|---------------------|--------------|
| Appeal about compliance with provisions                                               | D                         | A                   |              |
| Waiver of requirements                                                                | D                         |                     |              |
| Preliminary subdivision plan                                                          | D                         | A                   |              |
| Subdivision site plan                                                                 | D                         | A                   |              |
| Vacation of plat (other than right-of-way or other public land)                       | R                         |                     | D            |
| Vacation of right-of-way or other public land                                         | R                         | R                   | D            |
| <b>Vacation of interests granted to the Town as a condition of site plan approval</b> | <b>D</b>                  | <b>A</b>            |              |
| Lot line adjustment                                                                   | D                         | A                   |              |

**24-O-26**

|                                                                                            |                     |   |  |
|--------------------------------------------------------------------------------------------|---------------------|---|--|
| Final subdivision plat and deed<br>(including easement and right-of-way<br>plats and Deed) | D                   | A |  |
| Release of performance guarantee                                                           | D<br>(town manager) |   |  |

2. This ordinance shall be effective on and after the date of its adoption. [Or other language that indicates when the ordinance will be effective.]

**Agenda Item:** Resolution 24-G-50 to appoint members to the Historic District Review and Architectural Review Boards

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** Kirstyn Jovanovich, Town Clerk

**Description:**

This is a request to appoint Tamim Chowdhury as a resident member to the Architectural Review and Historic District Review Boards (ARB-HDRB) for a three-year term effective September 1, 2024, and to appoint Triston Chase O'Savio as the 'Virginia State Bar' resident member to the ARB-HDRB for a three-year term, effective September 1, 2024.

**Background:**

N/A

**Budget Impact:**

N/A

**Recommendation:**

Recommend approval of the Resolution as presented.

**Attachments:**

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution- to appoint members to the Architectural Review Board and the  
Historic District Review Board.**

**BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. Tamim Chowdhury is appointed to the Architectural Review and Historic District Review Boards for a three-year term [resident] ending June 30, 2027, effective September 1, 2024.
2. Triston Chase O'Savio is appointed as the 'Virginia State Bar' member to the Architectural Review and Historic District Review Boards for a three-year term [resident] ending August 31, 2027, effective September 1, 2024.

**Agenda Item:** Resolution 24-G-51 to appoint a member to the Planning Commission

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** Kirstyn Jovanovich, Town Clerk

**Description:**

This is a request to appoint Samuel F. Richardson II to the Planning Commission for a four-year term, effective September 1, 2024.

**Background:**

N/A

**Budget Impact:**

None

**Recommendation:**

Recommend approval of the Resolution as presented.

**Attachments:**

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA  
TOWN COUNCIL**

**RESOLUTION**

**AUGUST 13, 2024**

**Resolution-     to appoint a member to the Planning Commission.**

**BE IT RESOLVED** by the Town Council of the Town of Herndon, Virginia that:

1. Samuel F. Richardson II is appointed to the Planning Commission for a four-year term effective September 1, 2024.

**Agenda Item:** June 4, 2024 Town Council Work Session Minutes

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** Kirstyn Jovanovich, Town Clerk

**Description:**

This is a request to approve the June 4, 2024, Work Session Minutes.

**Background:**

N/A

**Budget Impact:**

N/A

**Recommendation:**

Recommend approval as presented.

**Attachments:**

1. June 4, 2024, Draft Work Session Minutes

**HERNDON TOWN COUNCIL  
Work Session Minutes  
Tuesday, June 4, 2024**

**1. Call to Order**

Mayor Olem called the June 4, 2024, Town Council work session meeting to order at 5:32 p.m. in the Hoover Conference Room of the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Sheila Olem; Vice Mayor Clark Hedrick (arrived at 5:51 p.m.); and Councilmembers Naila Alam (arrived at 5:34 p.m.), Cesar del Aguila, Pradip Dhakal, Keven LeBlanc, and Donielle M. Scherff (arrived at 5:43 p.m.).

Mayor Olem determined there was a quorum of four Councilmembers present, with Vice Mayor Hedrick and Councilmembers Alam and Scherff having not yet arrived.

**2. Closed Meeting (5:30 PM)**

**a. A closed meeting as provided under Section 2.2-3711(A)(1) of the Code of Virginia pertaining to discussion of a specific public employee relative to an annual performance review**

Mayor Olem stated that the Council needed to go into a closed meeting and that the appropriate meeting notices were provided in accordance with state law. The closed meeting was held in the Hoover Conference Room in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia.

Councilmember LeBlanc moved that the Council convene in a closed meeting to discuss the following as permitted by Section 2.2-3711(A)(1) of the Code of Virginia pertaining to discussion of a specific public employee relative to an annual performance review. Councilmember Dhakal seconded the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers del Aguila, Dhakal, LeBlanc, and Mayor Olem voting "Aye." Councilmembers Alam and Scherff, and Vice Mayor Hedrick had not yet arrived.

The Council went into Closed Meeting at: 5:33 p.m.

During the meeting, Councilmember Alam arrived at 5:34 p.m.; Councilmember Scherff arrived at 5:43 p.m.; and Vice Mayor Hedrick arrived at 5:51 p.m.

Vice Mayor Hedrick moved to come out of the closed meeting. Motion seconded by Councilmember Dhakal and carried by unanimous roll call vote. The vote was: Councilmembers Alam, del Aguila, Dhakal, LeBlanc, Scherff, and Vice Mayor Hedrick and Mayor Olem voting "Aye."

The Council came out of closed meeting at 6:55 p.m.

Councilmember Scherff moved to certify that, to the best of each member's knowledge, in the closed meeting just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed meeting and (2) lawfully permitted to be discussed in a closed meeting under the provisions of the Virginia Freedom of Information Act as cited in that motion. Motion seconded by Councilmember Alam and carried by unanimous roll call vote. The vote was: Councilmembers Alam, del Aguila, Dhakal, LeBlanc, Scherff, and Vice Mayor Hedrick and Mayor Olem voting "Aye."

Aye: 7  
Nay: 0  
Absent: 0

### **Recess**

At 6:55 p.m. Mayor Olem called a brief recess, and at 7:02 p.m., the Town Council Regular meeting reconvened in the Herndon Council Chambers, with six Councilmembers present. Councilmember Alam was away from the dais and returned at 7:03 p.m.

### **Work Session**

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Kirstyn Barr Jovanovich, Town Clerk; Chief Maggie DeBoard, Herndon Police Department; Lisa Gilleran, Director of Community Development; Marjorie Sloan, Director of Finance; Page Kalapasev, Director of Information Technology; Scott Robinson, Director of Public Works; John Irish, Deputy Director of Public Works; and Margie Tacci, Deputy Town Clerk.

### **Mayor Announcements**

Mayor Olem provided information on upcoming events on Saturday, June 8, 2024, including: (1) Carroll House Panel Dedication at 11:00 a.m., hosted by the Herndon Historical Society at Runnymede Park, and (2) Herndon Pride Event at Arts Herndon, from noon to 5:00 p.m.; where Mayor Olem stated that she will be speaking at 1:00 p.m.

### **Comments and Disclosures for the Record**

Mayor Olem asked Margie Tacci, Deputy Town Clerk, if she received comments for the record or signed disclosure declarations from Council.

Ms. Tacci stated that Mayor Olem, Vice Mayor Hedrick, and Councilmembers del Aguila and Dhakal entered Signed Transactional Disclosure Declarations into the record on Discussion Item #5(a), Donation Request to Stars and Stripes NOVA Committee. The statements indicate that they are able to participate in the discussions fairly, objectively, and in the public interest. The signed disclosure statements have been entered into the record with the Town Clerk and Town Attorney.

The Town Clerk did not receive additional public comments or disclosures on any other items listed on that meeting's agenda.

### **3. General**

#### **a. Resolution to approve the submission of a Fiscal Year (FY) 2028 Smart Scale application to the Virginia Department of Transportation (VDOT) for the 'Herndon Parkway Improvements at Sunset Park Drive' intersection project**

Lisa Gilleran, Director of Community Development, presented the staff report, stating that the proposed resolution will authorize the submittal of one FY 2028 Smart Scale application to (VDOT). The proposed request is for up to \$6 million in funding for the Herndon Parkway Improvements at Sunset Park Drive. Ms. Gilleran stated that while no local match is required under this program, the Town will have to reimburse the funds for the project. If approved, staff will be able to apply for federal funds to use for the project. Ms. Gilleran reviewed the location and proposed improvements to the intersection and stated that staff recommends approval of the proposed resolution, as presented.

There was discussion among the Council and staff on the proposed grant request, including: (1) funding sources, (2) proposed pedestrian improvements, (3) signage for Sunset Business Park, and (4) communication about the project with the Sunset Business Park business community.

Councilmember Scherff stated, for the record, that in the business park, there are multiple owners' associations, along with many business owners and operators, who are not necessarily part of the main condominium association. She asked staff to ensure that updates would be communicated with all businesses in the park, in addition to the main condominium group.

Responding to Councilmember Scherff, Ms. Gilleran advised that staff has a meeting scheduled with the leadership of the main condominium association and stated that she would discuss communication with the businesses at that meeting.

Following Ms. Gilleran's comments, William H. Ashton II, Town Manager, stated that he will work with staff and the main condominium association to make sure the project updates are communicated to all the businesses in Sunset Hills Business Park.

Following brief discussion and with the concurrence of Council, staff was directed to place this item as presented on the Consent Agenda for the next meeting's agenda.

**4. Consent**

- a. Ordinance to approve and authorize the mayor to sign a Third Lease Extension between the Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company for space at 397 Herndon Parkway for storage**
- b. Ordinance to approve and authorize the mayor to sign a Fifth Lease Extension between the Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company for space at 397 Herndon Parkway for rehearsal**
- c. Resolution to award contract IFB# B-24-01, Dranesville Road Water Main Replacement**
- d. Resolution to authorize the Town Manager to grant Encroachment Agreements for the Streetery Pilot Program**

Mayor Olem asked the Town Council if there were any questions on the Consent Agenda items.

Councilmember Scherff requested to take items (a) and (b) off the Consent Agenda.

Responding to Councilmember Scherff, William H. Ashton II, Town Manager, stated that while two of the Town's leases at Arts Herndon were originally on that evening's agenda, those items were removed so that staff could have more conversations with the arts groups about the leases.

Following discussion among Council and staff about the leases, Councilmember Scherff withdrew her request to remove items (a) and (b) from the Consent Agenda.

There was discussion among Council and staff about the leases the Town has with nonprofit groups, including: (1) the rental price for these leases, typically \$1.00, (2) market rates for the leases, and (3) request to track the leases with nonprofit groups as "in-kind" contributions.

Following further discussion among Council and staff, Mr. Ashton stated that staff tracks the data related to market rates for the leases the Town has with nonprofit

groups. He indicated that the Town has comparable rates to use for the leases at 397 Herndon Parkway because of the commercial tenant in the building, and he stated that staff will work with Arts Herndon to determine the best estimate for their building. Mr. Ashton stated he can provide information on the market rates versus the leases the Town has with nonprofit groups and local elected officials.

## **5. Discussion**

### **a. Donation request to Stars and Stripes NOVA Committee**

Mayor Olem recognized Marjorie Sloan, Director of Finance, to begin the discussion on this item. Ms. Sloan indicated that the Stars and Stripes NOVA Committee had not submitted the required paperwork to the Finance Department, and she did not have the necessary details about the donation request.

There was a brief question and answer session between Councilmember del Aguila and Ms. Sloan about communication with the organization and the information needed for the donation application. Councilmember del Aguila stated that he would follow-up with the organization.

There were brief comments from Council.

## **6. Roundtable**

Councilmember Scherff: no comments.

Councilmember Dhakal: provided information on upcoming and past events, including: (1) a recent picnic event, where he noted he saw several Herndon residents, (2) Reston Pride Festival, which was on Saturday, June 1, 2024, (3) he encouraged those interested to attend the Herndon Pride event on Saturday, June 8, and the Juneteenth Event in Herndon on June 15, 2024, and (4) he discussed a Virginia Asian American and Pacific Islander Caucus event that he recently attended.

Councilmember del Aguila:

Adams-Green Funeral Home Historic District Review Board (HDRB) appeal

Councilmember del Aguila asked the Town Attorney to confirm that the appeal concerning the Town Council's decision on the Adams-Green Funeral Home property was dismissed.

Lesa Yeatts, Town Attorney, stated that the case was dismissed and the Town Council's decision on the HDRB appeal stands.

There was a question and answer session between Councilmember del Aguila and Ms. Yeatts about the legal process for the Adams-Green appeal.

Responding to Councilmember del Aguila, William H. Ashton II, Town Manager, provided an update on a meeting staff had with Adams-Green, where they discussed the site plan and demolition permit.

Councilmember del Aguila requested that the Town Council conduct a "post-mortem" exercise on the Adams-Green HDRB appeal and on the HDRB processes. He indicated that he requested this after the Russia House's application to the HDRB to paint their building. He suggested having this discussion at either an upcoming work session or a strategic planning meeting.

There was discussion among Council and staff about reviewing HDRB processes, including: (1) discussing it as part of a strategic planning meeting, (2) conducting a comprehensive review of the processes, including what is in the Council's purview to change, (3) how the type of application impacts the process, and (4) requesting a flow chart of the HDRB decision-making process, with a focus on the Adams-Green and Russia House applications.

Kirstyn Barr Jovanovich, Town Clerk, suggested that this topic be included for discussion at the next Town Council Strategic Planning Meeting scheduled for September 3, 2024.

Councilmember del Aguila asked to discuss the Adams-Green appeal and Russia House HDRB applications at a Town Council work session. He thought the Council could then discuss the HDRB processes at a strategic planning meeting.

#### Business Anniversary Recognition

Councilmember del Aguila asked if the Town could issue a proclamation for Adams-Green Funeral Home expressing appreciation for the number of years the business has been operating in the Town.

Vice Mayor Hedrick suggested having a standard process through which the Council can recognize businesses for operating a certain number of years in the Town.

Responding to the discussion, Ms. Jovanovich discussed the Town Council's presentation policy and said there are several mechanisms by which the Council could recognize businesses. She asked Councilmember del Aguila to email her the information and stated that staff will work on it.

#### Various Updates

Councilmember del Aguila asked for updates on the: (1) streetery program, (2) considering a "pilot program" for upgrading Town trails, focused around the Hunters Creek bridge area.

Responding to Councilmember del Aguila, Mr. Ashton stated that there was an item on that evening's Consent Agenda, which would be on the next regular meeting agenda, allowing the Town Manager to implement the streetery program. Following Mr. Ashton's comments, Ms. Yeatts agreed that by taking this action, the Town could begin the program.

Responding to Councilmember del Aguila, Scott Robinson, Director of Public Works, stated that the Hunters Creek Bridge project will require a lot of heavy equipment. As part of the stream restoration following the bridge replacement, he stated that staff plans to upgrade that section of trail. He shared that staff is requesting funding through Congressman Connolly's office for further improvements in Runnymede Park.

Following Mr. Robinson's comments, Councilmember del Aguila asked for an inventory of the Town's trails, along with an estimate of what repairs would cost throughout the trails. He understood that funds may not be available in the current fiscal year.

Councilmember Alam: asked for an update on the status of electric vehicle (EV) stations in Town and stated she received several noise complaints from residents about trucks behind Starbucks on Elden Street.

Councilmember Alam shared that Express Care received a grant from the American Rescue Plan Act (ARPA) to purchase grocery store gift cards for residents in the Town and neighboring areas.

Councilmember Le Blanc: no comments.

Vice Mayor Hedrick: no comments.

Mayor Olem: provided information on past and upcoming events, including: (1) meeting with the Herndon High School interns earlier that week, (2) Grand Opening for Bricks and Minifigs on Saturday, June 8 from 10:00 a.m. to 8:00 p.m., and (3) she enjoyed attending the first several weeks of Friday Night Live! events.

William H. Ashton II, Town Manager: no comments.

## 7. Adjournment

There being no further business, Mayor Olem adjourned the June 4, 2024 Town Council Work Session at 7:49 p.m.

---

**Amanda E.M. Kertz**  
**Chief Deputy Town Clerk**

**Minutes approved by Town Council:**

**Agenda Item:** June 11, 2024 Town Council Meeting Minutes

**Meeting Date:** August 13, 2024

**Category:** Consent

**Prepared by:** Kirstyn Jovanovich, Town Clerk

**Description:**

This is a request to approve the June 11, 2024 Regular Meeting Minutes.

**Background:**

N/A

**Budget Impact:**

N/A

**Recommendation:**

Recommend approval as presented.

**Attachments:**

1. June 11, 2024 Draft Meeting Minutes

**HERNDON TOWN COUNCIL  
Regular Meeting Minutes  
Tuesday, June 11, 2024**

**1. Call to Order**

Mayor Olem called the June 11, 2024, Town Council regular meeting to order at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Sheila Olem; Vice Mayor Clark Hedrick; and Councilmembers Naila Alam, Cesar del Aguila, Pradip Dhakal, Keven LeBlanc, and Donielle M. Scherff.

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Kirstyn Barr Jovanovich, Town Clerk; Captain Steve Pihonak, Herndon Police Department; and Lisa Gilleran, Director of Community Development.

**2. Pledge of Allegiance to the Flag of the United States of America**

Mayor Olem led the audience in the Pledge of Allegiance to the Flag of the United States of America.

**Determination of a Quorum**

Mayor Olem determined there was a quorum of all Councilmembers present. Mayor Olem reminded the Council of the meeting decorum.

**Mayor Announcements**

Mayor Olem stated that Town offices will be closed on Wednesday, June 19, in observance of Juneteenth. She encouraged everyone to attend the Juneteenth celebration at Arts Herndon on Saturday, June 15, which is free and open to the public. She reviewed the event schedule, stating that it will start at 11:00 a.m., with a ticketed beer tasting from 1:00 to 5:00 p.m., a jazz concert at Arts Herndon at 7:00 p.m., and will include other activities throughout the day.

Mayor Olem stated that the Parks and Recreation Department is hosting the "Longest Day of Play" on Thursday, June 20, to kick off the summer. There will be "Popsicles in the Park" events throughout the day at several of the Town parks.

Mayor Olem stated that the summer meeting schedule begins this month. The next Town Council work session will be on Tuesday, July 9, and the next regular meeting is on Tuesday, July 16. She stated that the Town offices will be closed on

Thursday, July 4, and wished everyone a happy and safe Independence Day. On July 4, the Town will host its annual celebration starting at 6:30 p.m. at Bready Park, with the fireworks display at 9:30 p.m. More information is available on the Town's website.

**3. Presentations/Reports/Comments**

**a. Proclamation to recognize LGBTQ+ Pride Month**

Mayor Olem and Councilmember LeBlanc read the Proclamation to Recognize June as LGBTQ+ Pride Month into the record.

**b. Proclamation to recognize Juneteenth Day**

Mayor Olem recognized Councilmember Scherff to read the Proclamation to Recognize June 19, 2024, as Juneteenth Day, into the record.

Mayor Olem stated that members of the audience are invited to comment on the proclamations during the "Comments from the Audience" portion of the agenda.

**c. Town Manager Report**

William H. Ashton II, Town Manager, stated that there will be a residents' meeting on Ferndale Avenue safety improvements on Thursday, June 14, at 7:00 p.m. in the Council Chambers. He stated that the meeting will be held with the Town's engineering staff in order to gather stakeholder input. He indicated that notices had been sent to the affected residents and additional information was posted on the website.

Mr. Ashton stated that there will be a "pardon our dust" meeting on Tuesday, June 25, at 7:00 p.m. for the Hunters Creek bridge project. He advised that the bridge project is moving forward, and staff is going to discuss how the project will impact the neighborhood.

Mr. Ashton stated that he enjoyed speaking with Nikolas Johnson, Virginia Hispanic Chamber of Commerce, who is coordinating the Que Pasa festival in Herndon. He stated that they had a good conversation regarding the upcoming event.

**d. Councilmember Comments**

Councilmember Scherff: welcomed everyone in attendance and provided comments on the proclamations to recognize LGBTQ+ Pride Month and Juneteenth Day. She reviewed the schedule for the June 15 Juneteenth event, which also includes a talk about Henry Simms, one of the Town's early Black business owners. She is excited to work with new and old partners on community cultural festivals.

Councilmember Alam: welcomed everyone in attendance to the meeting that evening. She stated that a Pakistan Day event is planned for August 18.

Councilmember LeBlanc: discussed several events he recently attended, including: (1) grand opening for Bricks and Minifigs, (2) ribbon cutting for Hawkeye 360's new headquarters, and (3) Carroll House dedication of the historical interpretive panels, hosted by the Herndon Historical Society.

Councilmember LeBlanc provided comments on the proclamation to recognize LGBTQ+ Pride Month, as the first LGBTQ+ elected member of the Town Council. He discussed the history of Pride Month, honoring the courageous individuals who sparked a movement at the Stonewall Inn, the sacrifices of those that went before, and emphasized commitment to being a community where everyone is seen, heard, and valued.

Councilmember LeBlanc provided comments on the proclamation to recognize Juneteenth Day, stating that it honors the Town's commitment to uplift the voices of the diverse community.

Councilmember del Aguila: offered congratulations to Councilmember LeBlanc for a successful Herndon Pride event; and commented on the number of events that have occurred and are upcoming within the Town. He thanked his colleagues that have supported the Community Cultural Festival Donation Program.

Councilmember Dhakal: provided comments on the proclamations to recognize Juneteenth Day and LGBTQ+ Pride Month, stating that he was honored to celebrate the diversity that makes up Herndon's vibrant community.

Councilmember Dhakal discussed several events he recently attended, including: (1) Herndon Pride; thanking Councilmember LeBlanc and Arts Herndon for their work on the event, (2) encouraged the public to attend the upcoming Juneteenth event on Saturday, June 15; thanking Councilmember Scherff for her work on the event, (3) Taekwondo black belt exam organized by the American Taekwondo and Martial Arts Academy, where he presented several black belts, (4) Carroll House historical interpretive panels dedication, (5) grand opening for Bricks and Minifigs, and (6) Herndon High School graduation; commenting on his work over the past year with Herndon High School students; and congratulating the graduates and their families.

Vice Mayor Hedrick: echoed his colleagues' comments on the proclamations to recognize LGBTQ+ Pride Month and Juneteenth Day.

Vice Mayor Hedrick stated he was impressed with commemorations across the nation honoring the 80<sup>th</sup> anniversary of D-Day; noting that there are still a few World War II veterans in Herndon; and expressing his gratitude and remembrance.

He stated that in looking at the proclamations read that evening, it is apparent that there are still things worth fighting for, as there were during World War II. He thanked everyone in attendance for coming to the meeting that evening.

Mayor Olem: echoed Vice Mayor Hedrick's comments about D-Day commemorations.

Mayor Olem provided comments on the proclamation to recognize June as LGBTQ+ Pride Month, thanking Councilmember LeBlanc for reading the proclamation. She stated that Herndon has recognized Pride Month since 2014, and recalled the first year that the Town issued the proclamation.

Mayor Olem provided comments on the proclamation to recognize Juneteenth Day, thanking Councilmember Scherff for reading the proclamation. She provided comments on Darryl Smith, who was the first Black police officer hired in the Town, who was subsequently elected to the Town Council, and served as Vice Mayor.

Mayor Olem discussed several events she recently attended, including: (1) Carroll House historical interpretive panels dedication, (2) Herndon Pride, thanking those that worked at and supported the event, (3) grand opening for Bricks and Minifigs, (4) Friendly Sympathetic Help (FISH) Fling; recognizing the hard work that their volunteers have done throughout the year, and (5) ribbon cutting for Hawkeye 360's new headquarters, stating that both Governor Youngkin and Congressman Connolly attended and spoke highly of Herndon at the event.

#### **4. Comments from the Audience**

Mayor Olem reviewed the process and asked those who wanted to provide comments from the audience to come forward.

The following individuals provided comments:

- Bessie Denton, 496 Virginia Avenue, Herndon: provided comments on the proclamation to recognize Juneteenth Day; discussed the history and memorialization of Juneteenth; and expressed concern over a lack of communication about the Juneteenth event in Town. She invited the Council to an event at Heritage Fellowship Church.
- Jo Ormesher, Arts Herndon, 750 Center Street, Herndon: thanked the Town Council for establishing the Community Cultural Festival Donation Program, and discussed the Herndon Pride event and upcoming Juneteenth event, both of which are being held at Arts Herndon.

- Kyle Rohen, 2100 block of Astoria Circle, Herndon: provided comments on the proclamation to recognize LGBTQ+ Pride Month, remarking on the difference between the first proclamation presentation and this year, and noted the community support at the Herndon Pride event.
- Steve Mundt, 814 Locust Street, Herndon: provided his observations of the Town Council being in a "fishbowl," and shared his concerns related to community donations; the optics of the Stars and Stripes NOVA Committee event; and on a former mayor's request for a lifetime golf pass to the Herndon Centennial Golf Course.
- Stevan Porter, 905 Vine Street, Herndon: provided comments on the proclamations to recognize LGBTQ+ Pride Month and Juneteenth Day; thanking Councilmembers LeBlanc and Scherff for their work on these events. He shared his concerns about transparency related to community donations and the public's perception of the funds.

**5. Consent**

- Resolution 24-G-35 to approve the submission of a Fiscal Year (FY) 2028 Smart Scale application to the Virginia Department of Transportation (VDOT) for the 'Herndon Parkway Improvements at Sunset Park Drive' intersection project**
- Ordinance 24-O-19 to approve and authorize the mayor to sign a Third Lease Extension between the Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company for space at 397 Herndon Parkway for storage**
- Ordinance 24-O-20 to approve and authorize the mayor to sign a Fifth Lease Extension between the Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company for space at 397 Herndon Parkway for rehearsal**
- Resolution 24-G-36 to award contract IFB# B-24-01, Dranesville Road Water Main Replacement**
- Resolution 24-G-37 to authorize the Town Manager to grant Encroachment Agreements for the Streeterly Pilot Program**
- April 23, 2024 Town Council Regular Meeting Minutes**
- April 30, 2024 Town Council Special Meeting - Strategic Plan Minutes**

On motion of Councilmember LeBlanc, seconded by Councilmember Dhakal, the Consent Agenda items were approved and carried by unanimous roll call vote, as presented, without comment. The vote was: Councilmembers Alam, del Aguila, Dhakal, LeBlanc, and Scherff, Vice Mayor Hedrick and Mayor Olem voting "Aye."

**6. Adjournment**

There being no further business, Mayor Olem adjourned the June 11, 2024, Town Council Regular Meeting at 7:53 p.m.

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**Amanda E.M. Kertz**  
**Chief Deputy Town Clerk**

Minutes approved by Town Council : \_\_\_\_\_

DRAFT