



TOWN COUNCIL WORK SESSION AGENDA

Town Council Chambers
765 Lynn Street, Herndon, VA 20170

Tuesday, October 1, 2024 | 7:00 PM

1. Call to Order

2. Public Hearings

- a. Resolution to approve a Right-of-Way Encroachment Agreement with Fairfield 555 Herndon, LLC, owner of real property described as Fairfax County Tax Map No. 0164 10 0002C, to allow certain improvements within Town of Herndon right-of-way proposed in the major site plan for 555 Herndon Parkway – Multi-family with Retail (MJP23-04)

3. Consent

- a. Resolution to authorize the town manager to submit a grant application to the Virginia Department of Transportation for funding under the Virginia Highway Safety Improvement Program (VHSIP) for the replacement of traffic signal heads and installation of high visibility signal backplates

4. Discussion

- a. Rebranding Project - Presentation of Research and Resulting Brand Pillars
- b. Town of Herndon's 2025 Legislative Program

5. Roundtable

6. Adjournment

Agenda Item: Resolution to approve a Right-of-Way Encroachment Agreement with Fairfield 555 Herndon, LLC, owner of real property described as Fairfax County Tax Map No. 0164 10 0002C, to allow certain improvements within Town of Herndon right-of-way proposed in the major site plan for 555 Herndon Parkway – Multi-family with Retail (MJP23-04)

Meeting Date: October 1, 2024

Category: Public Hearings

Prepared by: John Irish, Acting Director of Public Works - Engineering, Lauri Sigler, Deputy Town Attorney

Description:

Before you is a Resolution to approve a Right-of-Way Encroachment Agreement (the “Agreement”) with Fairfield 555 Herndon, LLC, to allow for the construction of certain improvements in Town of Herndon Right-of-Way in conjunction with the major site plan for 555 Herndon Parkway – Multi-family with Retail (MJP #23-04). Staff is requesting the Town Council approve the Resolution, as proposed.

Background:

Fairfield 555 Herndon, LLC (the “Owner”), is the owner of property in the Town of Herndon recorded in Deed Book 28037, at Page 1828 of land records of Fairfax County, Virginia at 555 Herndon Parkway, known as Tax Map No. 0164 10 0002C (the “Property”), has submitted a major site plan (MJP #23-04) for the construction of improvements that is currently under administrative review by town staff (the “Site Plan”). The Site Plan proposes the construction of a large multi-family building with retail space and includes a central plaza area that opens to Herndon Parkway containing public space with hardscaping and landscaping. The Site Plan shows the construction and installation of non-standard decorative pavers starting in the central plaza and fanning out over a portion of the Town’s public ingress-egress pedestrian sidewalk area within the Town’s right-of-way along Herndon Parkway shown on proposed Sheet L210 of the Site Plan included as an attachment (the “Improvements”).

The Town Attorney drafted the Agreement that permits the installation of the Improvements within the Town’s right-of-way and requires the Owner to maintain the Improvements in compliance with Town standards and any applicable standards set forth in the Americans with Disabilities Act to ensure continued safe unimpeded ingress and egress to the public. The Agreement also requires the Town to provide notice to the property owner prior to maintenance or repair of the non-standard decorative pavers

located in the right-of-way. The Owner is then required to remove its Improvements that will interfere with the Town's work, with the Town having no obligation to restore the Owner's Improvements. In the case of an emergency, the Town will provide notice that is reasonable under the circumstances and the Town has the authority to remove the Improvements if the Owner has not done so and seek reimbursement of the costs for such removal from the Owner. This Agreement must be signed by the parties and recorded in the Fairfax County land records prior to the approval of the Site Plan; however, staff recommends that the Mayor not sign the Agreement until after town staff determines that the Site Plan is in approvable form.

Staff in both the Department of Public Works and the Department of Community Development have reviewed the site plan and approved the terms in the proposed Agreement.

The Agreement between the Town and Fairfield 555 Herndon, LLC and the proposed resolution approving the Agreement are attached for the Town Council's consideration.

Budget Impact:

N/A

Recommendation:

Staff recommends that the Town Council approve the draft resolution as proposed.

Attachments:

1. Encroachment Agreement (Proposed)
2. Exhibit A (Attachment)

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right-of-Way Encroachment Agreement is made this ____ day of _____, 2024 by and between **FAIRFIELD 555 HERNDON, LLC**, a Delaware limited liability company (“Owner”), Grantor and Grantee; and the **TOWN OF HERNDON, VIRGINIA** (“Town”), Grantee.

WITNESSETH:

WHEREAS, by virtue of a deed recorded in Deed Book 28037, at Page 1828, among the land records of Fairfax County, Virginia, Owner owns certain real estate situate in the Town of Herndon, more particularly described as Fairfax County Tax Map No. 0164 10 0002C, as the same is duly dedicated, platted and recorded in Deed of Resubdivision and Deed of Easement in Deed Book 5838 at page 1680 among the land records of Fairfax County, Virginia; and

WHEREAS, the Owner has submitted a major site plan for 555 Herndon Parkway – Multi-family with Retail (MJP23-04) (the “Site Plan”) for the construction of improvements that is currently under review by town staff that proposes the construction and installation of non-standard decorative pavers in the public ingress-egress pedestrian sidewalk area within the Town’s right-of-way along Herndon Parkway (“Improvements”).

WHEREAS, Owner desires to install and maintain the non-standard decorative pavers in the public ingress-egress pedestrian sidewalk area within the Town’s right-of-way along Herndon Parkway in the location and in conformance with the Site Plan and as generally shown on Exhibit A, attached hereto and made a part hereof, and Town desires to approve, said non-standard decorative pavers within the Town’s right-of-way along Herndon Parkway in the location and in conformance with the Site Plan and as generally shown on Exhibit A..

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Town consents to Owner’s request to erect the Improvements within the right-of-way in conformance and in the locations depicted on the Site Plan and Exhibit A and subject to the conditions set forth herein.
2. Owner shall be primarily responsible to maintain the Improvements in compliance with Town standards and any applicable standards set forth in the Americans with Disabilities Act to ensure continued safe unimpeded ingress and egress to the public.

3. Upon fifteen (15) days' notice from the Town, Owner shall remove any specified Improvements erected in the right-of-way when necessary for the proper and efficient operation of the right-of-way and the Town's maintenance of its facilities in adjacent to the Improvements. The Town shall have no obligation to reinstall any of the Improvements removed by Owner.
4. In the event of an emergency, the Town shall not be required to provide fifteen (15) days' notice of the Improvements removal, and will instead provide notice that is reasonable under the circumstances with a description of the emergency and Owner shall remove any specified Improvements within the time requested by the Town.
5. If Owner fails to remove any Improvements requested to be removed in a timely manner, Town shall have the right to remove the Improvements and shall have no obligation to reinstall any removed Improvements and shall have no liability for damage to any removed Improvements. If Town, pursuant to this agreement removes any Improvements, Owner shall reimburse the Town upon demand, within thirty (30) days of receipt of the demand for all costs incurred by the Town.
6. If any Improvements are removed, damaged, destroyed or otherwise in need of replacement, Owner shall have the right to restore, repair and/or replace such Improvements in substantially the same location in the right-of-way that such Improvements occupied prior to removal, destruction, damage or replacement.
7. The Owner its executors, administrators, assigns, and other successors in interest, shall indemnify and hold harmless the Town and its agents and employees for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the Town from the construction, presence, existence or removal of the Improvements by the Owner or the Town. This paragraph shall not apply for damage arising out of bodily injury to persons or damage to property resulting solely from the negligence or intentional act of the Town or its agents or employees.
8. In the event a claim is asserted against the Town, its agents or employees, the Town shall promptly notify Owner and Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town, its agents, officers, or employees shall be allowed, the Owner shall pay on demand the judgment and all related Town costs and expenses.
9. Owner shall provide the Town with its name, mailing address (if different from the parcel address), phone number, and email address for the purpose of notices to be given hereunder. Owner agrees to notify the Town prior to any change in ownership and to provide the new notice contact information as required above.

[SIGNATURES BEGINNING ON NEXT PAGE]

DRAFT

FAIRFIELD 555 HERNDON, LLC
A Delaware limited liability company

By _____
Name _____
[Print]
Its: _____
[Print title]

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of FAIRFIELD 555 HERNDON, LLC, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____.

Notary Public

My Commission Expires: _____
My Notary Registration Number: _____

TOWN OF HERNDON, VIRGINIA,
a Virginia municipal corporation

by _____
Sheila A. Olem
Mayor

ATTEST:

Town Clerk

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Sheila A. Olem as Mayor of the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____
My Notary Registration Number: _____

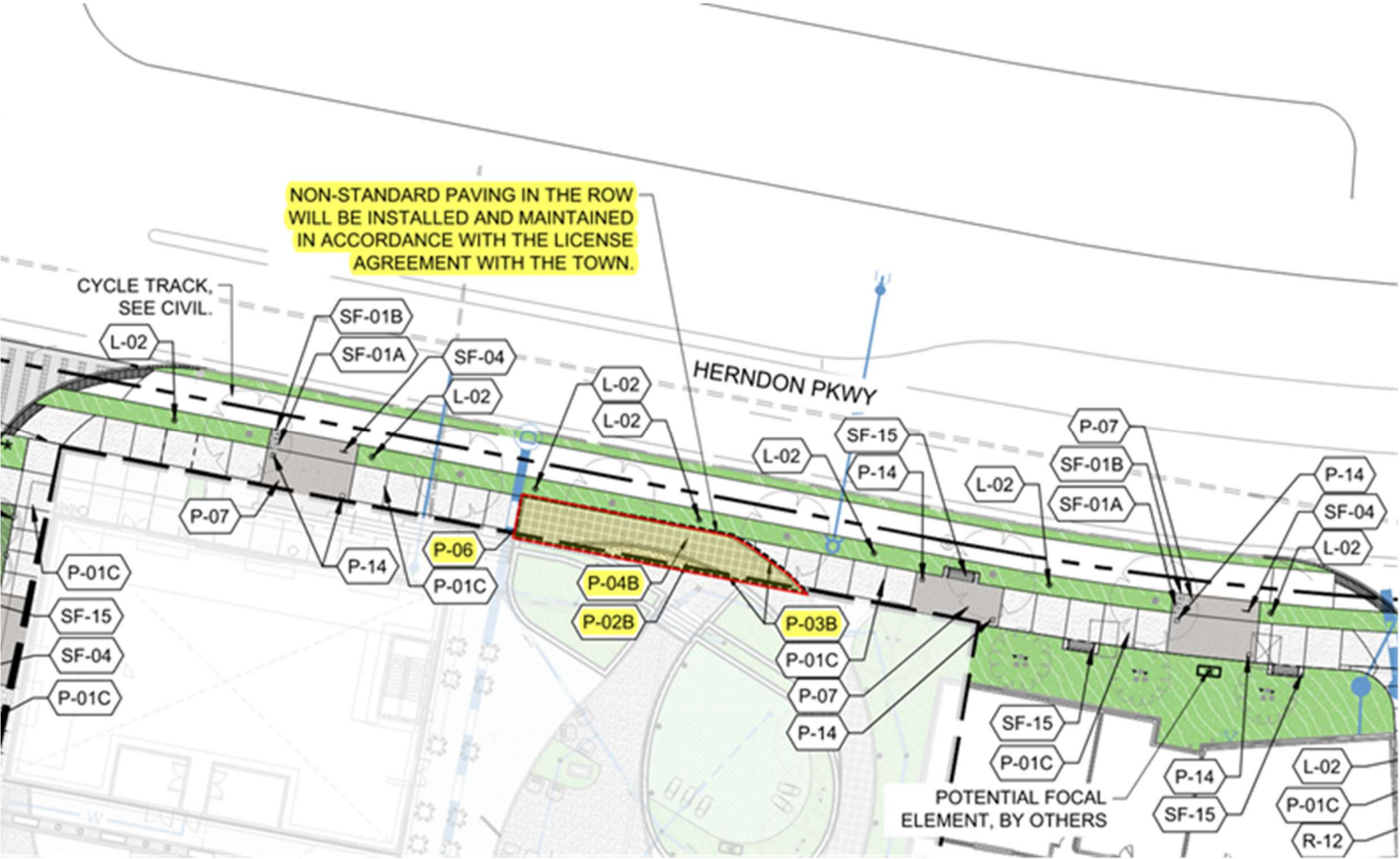
APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney

APPROVED:

Richard P. Smith, P.E., Senior Civil Engineer

EXHIBIT A





Agenda Item: Resolution to authorize the town manager to submit a grant application to the Virginia Department of Transportation for funding under the Virginia Highway Safety Improvement Program (VHSIP) for the replacement of traffic signal heads and installation of high visibility signal backplates

Meeting Date: October 1, 2024

Category: Consent

Prepared by: John Irish, Acting Director of Public Works - Engineering, Mike Shindledecker Transportation Engineer

Description:

This is an authorization request for the town manager to submit a grant application under the Virginia Highway Safety Improvement Program for replacement of traffic signal heads and backplates.

Background:

This resolution provides authorization for the town manager to submit a grant application under the Virginia Highway Safety Improvement Program (VHSIP) under the Virginia Department of Transportation (VDOT). The purpose of this grant application is to fund replacement of all traffic signal heads (traffic lights) within the Town of Herndon and install high visibility signal backplates (HVSBS) to improve the conspicuity of traffic signals (not including signals that have been or are currently under construction). This safety improvement is one of six proven safety countermeasures funded through the VHSIP. This action also directly supports the goals of the Town's ongoing Transportation Safety Action Plan.

Funds would be used for professional services, project administration, equipment purchases, and mobilization funding to deploy new signal heads and install high visibility backplates. The first grant submittal deadline is October 31, 2024.

Budget Impact:

The total grant request is unknown at the time of this staff report, but is expected not to exceed \$516,000. The grant program is 100% funded and does not require any local match. Expenditures are not required to exceed the grant funding amount if less than requested, and the Town is not responsible for providing the difference between awarded funds and estimated costs at time of implementation. Any funding shortfalls would be eligible to be re-entered for a future year funding request.

Recommendation:

The staff recommends that the Town Council approve the resolution to authorize submittal of a Virginia Highway Safety Improvement Program (VHSIP) grant application to the Virginia Department of Transportation.

Attachments:

None

Agenda Item: Rebranding Project - Presentation of Research and Resulting Brand Pillars

Meeting Date: October 1, 2024

Category: Discussion

Prepared by: Anne Papa, Chief Communications Officer

Description:

The town's brand consultant, ChandlerThinks, will provide an overview of research conducted for the rebranding project and the resulting brand pillars that reflect Herndon's most prominent attributes.

Background:

Among the initiatives identified by the Herndon Town Council as part of the Strategic Plan is a rebranding strategy. Accordingly, the town engaged a consultant, ChandlerThinks, to facilitate the rebranding process. Research conducted as part of the project included five focus groups; 20-plus interviews with stakeholders (business owners, elected officials, etc.); a survey of town residents; a survey of non-residents; a comprehensive data audit; a socio-economic study (ESRI Tapestry); and an analysis of Human Movement Data, which captures where people come from when they come to Herndon. ChandlerThinks will present the research findings and, based on the data, brand pillars that reflect Herndon's most prominent attributes. Feedback from this presentation will inform subsequent development of a comprehensive rebranding strategy that will include creative content, tagline, marketing elements, and an action plan.

Budget Impact:

N/A

Recommendation:

No staff recommendation; this is a discussion item.

Attachments:

None

Agenda Item: Town of Herndon's 2025 Legislative Program

Meeting Date: October 1, 2024

Category: Discussion

Prepared by: Lesa Yeatts, Town Attorney

Description:

Each year the Town advises the Town's representatives in the General Assembly of legislation which they wish to be advanced and legislative positions on important issues in the form of its Legislative Program. The positions and information provided by the Legislative Program play an important role in informing state legislators on how the actions they take at the General Assembly will affect the community. Generally, the Legislative Program mirrors that of the Virginia Municipal League (VML) which advocates on behalf of Towns and Cities throughout the Commonwealth and occasionally includes specific requests for legislation. The VML Legislative Program will be adopted at their Annual Conference, which will be held this year on October 13th - 15th.

Background:

N/A

Budget Impact:

N/A

Recommendation:

No staff recommendation; this is a discussion item.

Attachments:

None