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HERNDON TOWN COUNCIL
Tuesday
May 14, 2019

The Town Council met in public session on Tuesday, May 14, 2019, at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Lisa C. Merkel; Vice Mayor Sheila A. Olem; and Councilmembers Jennifer K. Baker; Pradip Dhakal; Signe Friedrichs; and Bill McKenna.

Councilmember Cesar del Aguila was absent.

Others present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Captain Ron Thunman, Herndon Police; Elizabeth Gilleran, Director of Community Development; Jennie Tripoli, Director of Finance; Cindy Roeder, Director of Parks & Recreation; Tammy Chastain and John Irish, Deputy Directors of Public Works; Dana Heiberg, Senior Planner; David Stromberg, Zoning Administrator; and Margie C. Tacci, Deputy Town Clerk.

Mayor Merkel called the meeting to order at 7:00 p.m., all members present, with the exception of Councilmember del Aguila, who was absent, and with Mayor Merkel presiding.

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

ANNOUNCEMENT

Mayor Merkel stated that Councilmember del Aguila would not be present at tonight's meeting.

May 14, 2019
(public hearing)

PRESENTATIONS

3. Proclamation, to recognize “Asian Pacific American Heritage Month,” May 2019.

Councilmember Dhakal read the proclamation recognizing “Asian Pacific American Heritage Month” into the record.

There were brief comments from Council.

Anoop Mittra, Asian Business Committee, Dulles Regional Chamber of Commerce, provided brief comments and expressed his appreciation for Council recognition.

The proclamation was presented to Mr. Mittra and John Boylan, President & CEO, Dulles Regional Chamber of Commerce.

TOWN OF HERNDON, VIRGINIA PROCLAMATION ASIAN PACIFIC AMERICAN HERITAGE MONTH MAY 2019

Asian Pacific American Heritage Month celebrates the history, traditions and culture of Asians and Pacific Islanders in the United States and honors the millions of Americans who trace their ancestry to Asia and the Pacific Islands ~ representing more than 30 nations. First established as a weeklong celebration by Congress in 1977, Presidents continued to issue proclamations honoring ‘Asian Pacific American Heritage Week,’ until 1990, when Congress expanded the observance to a month. In 1992, Congress passed a law annually designating May as **Asian Pacific American Heritage Month**. May was chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the completion of the transcontinental railroad on May 10, 1869, as the majority of those who laid the tracks were Chinese immigrants. The landing of the S.S. Gaelic into Honolulu Harbor on January 13, 1903, marked the first wave of Korean immigration.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim the month of May 2019 as **Asian Pacific American Heritage Month**. Together with this year’s theme ~ ‘Unite Our Mission by Engaging Each Other’ ~ we recognize that Asian Pacific Americans, who through their hard work and engagement; dedication to family; and a strong sense of community, have helped to unite and sustain our nation; and have continued to break down barriers of discrimination, indifference, intolerance, and worked toward inclusion of people from all backgrounds.

**May 14, 2019
(public hearing)**

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby celebrate Asian Pacific American citizens, for their commitment to leadership, dedication to knowledge, and determination to succeed; and highlight their contributions across all aspects of our society, including the arts, science, industry, government, and commerce.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby encourage all residents to learn more about the history of Asian Pacific Americans, and to observe this month with appropriate programs and activities celebrating these diverse cultures.

4. Proclamation, to recognize "Memorial Day," May 27, 2019

Councilmember McKenna read the proclamation recognizing "Memorial Day" into the record.

There were brief comments from Council.

Mayor Merkel echoed Councilmember Friedrichs' comments about the Memorial Day Observance on Monday, May 27, 10:00 a.m., at Chestnut Grove Cemetery. The town planned to display the Avenue of Flags as well, weather permitting.

Michael Cutler, representing the American Legion Post 184, provided brief comments and expressed appreciation for the recognition.

The proclamation was presented to Mr. Cutler and his wife, Christine; Jay Hadlock; members of the American Legion Wayne M. Kidwell Post 184; and members of the audience who have served or who currently serving in the armed forces.

**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
MEMORIAL DAY
MAY 27, 2019**

Memorial Day, observed each year on the last Monday in May, originated after the American Civil War, to commemorate the Union and Confederate soldiers who had died during the war. By the 20th century, **Memorial Day** was extended to honor all Americans who died while serving in our nation's armed forces. During this holiday, we emphasize that the invaluable freedoms and securities that citizens of the United States enjoy are direct results of the bloodshed and continual vigilance of the United States Armed Forces over the course of our nation's history, and we honor and preserve the legacy of these great Americans.

**May 14, 2019
(public hearing)**

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby recognize Monday, May 27, 2019, as **Memorial Day** in the Town of Herndon; express our deepest appreciation to the men and women in uniform who have paid the ultimate price to defend the United States and the principles on which it was founded; and admire their unwavering devotion to our great nation.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby implore all Americans to pay tribute and show gratitude toward the men and women in the Armed Forces and their families, through the display of flags and red, white, and blue ribbons throughout the month of May, and especially on **Memorial Day ~ Monday, May 27, 2019**.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby encourage all individuals to honor **Memorial Day** with the appropriate events and activities.

5. COMMENTS FROM THE TOWN MANAGER

William H. Ashton II, Town Manager, discussed the upcoming Heritage Preservation Review Board (HPRB) public hearing scheduled for Wednesday, May 15, where three Certificates of Appropriateness for the downtown would be discussed by the Board. He encouraged all those interested to attend and testify at the meeting.

6. COMMENTS FROM THE TOWN COUNCIL

Councilmember McKenna: Discussed the recent Herndon Youth Advisory Council meeting on Thursday, May 9. The speaker at the meeting was an individual from Herndon High School with a large social media presence regarding sustainability. He stated it galvanized the students to think more broadly about how they treat the environment and each other.

Councilmember Friedrichs: Discussed recent updates from a town hall held by state Delegate Samirah and Senator Boysko on Saturday, May 11. They presented resolutions to Carol Jameson, Chief Executive Officer, Healthworks for Northern Virginia, for her 40 years of advocacy; one for the 30th anniversary of NextStop Theatre; and one other resolution. Senator Boysko mentioned that there would be a replacement for some of the state transportation funds, which had been moved to the Metro system for much needed upgrades.

Councilmember Friedrichs stated that the Crooked Lizard Bicycle Rally would be held on Sunday, May 19. This would be a competitive scavenger hunt on the W&OD Trail that begins at Green Lizard Cycling and involves several businesses in town. She encouraged those interested to visit the Green Lizard's website for more information.

**May 14, 2019
(public hearing)**

Vice Mayor Olem: Discussed the Herndon Rotary Club's Senior Senior Prom that was held at St. Joseph Catholic Church two weeks ago. She stated that Jimmy's Old Town Tavern provided 400 meals. She thanked Jimmy's, along with the Herndon Police Department for all their help with the event.

Vice Mayor Olem reviewed the kids section of The Washington Post, where the Little Free Library program was featured. The Herndon Rotary Club organized the Little Free Library in town. She encouraged those interested to make their own free libraries.

Vice Mayor Olem stated that pamphlets about the town's recycling program were on the tables outside the Council Chambers. She stated that she was sure they would be mailed to residents. It was a great way to see what could be recycled and it reviewed the changes that were planned for the town's recycling program starting in August.

Mayor Merkel: Stated that last night, she and Mr. Ashton went to a Virginia Department of Transportation (VDOT) public hearing on SMART Scale funding for transportation projects. They spoke in support of \$16 million for the town's South Elden Street project. Dranesville District Supervisor Foust was also in attendance and mentioned the project in his comments. She stated that the public comment period closes tomorrow and if anyone would like to send her comments, she would get them to the appropriate contact.

Mayor Merkel stated that prior to tonight's meeting, she attended the Celebrate Fairfax Salute, where each Fairfax County Board of Supervisors District, and the county at-large, had named a Lord and Lady Fairfax. She discussed the honor, which was presented to town resident and Planning Commission Chair Melissa Jonas, for the Dranesville District. She read the statement from the program honoring Ms. Jonas.

7. COMMENTS FROM THE AUDIENCE

The following members of the audience provided comments:

- Carol Hadlock, 515 Alabama Drive, Herndon, representing the Friends of Runnymede Park, provided details about their upcoming native plant sale on Saturday, May 18.

PUBLIC HEARINGS

- 8. Ordinance 19-O-16, to amend the Fiscal Year 2019 Adopted Budget by amending the General Fund and Capital Projects Fund budgets to provide the financial adjustments needed to implement the Town Manager's recommended mid-year budget modifications.**

**May 14, 2019
(public hearing)**

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearings had been duly advertised in the Friday, April 26 and Friday, May 3, 2019 issues.

Mayor Merkel opened the public hearing and recognized Jennie Tripoli, Director of Finance, for the staff report.

Ms. Tripoli presented the staff report dated May 14, which is on file in the Town Clerk's office. The proposed ordinance is a budget amendment, which would include non-discretionary items that were not anticipated in the FY 2019 budget; projects that are funded by outside grant money; and budget transfers that meet the threshold for Council's approval. The proposed mid-year budget modifications would support the Council's priorities, goals, and objectives. The proposed ordinance would amend the General Fund by approximately \$382,000; the Water and Sewer Fund by approximately \$632,500; and approximately \$10,000 for the Cemetery Fund. She reviewed the proposed requests and financial adjustments that were recommended for Council consideration and action. Staff recommends approval of the proposed ordinance, as presented.

There was brief discussion among Council and staff.

Following the public hearing (there were no comments from the audience), Councilmember McKenna moved approval of Ordinance 19-O-16, as presented. Vice Mayor Olem seconded the motion.

There were brief comments from Council.

Mayor Merkel stated this item would require a roll call vote

The question was called on the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Ordinance 19-O-16, to amend the Fiscal Year 2019 Adopted Budgets of the General Fund, Capital Projects Fund, Information Systems Improvement Fund, Water & Sewer Fund, and Cemetery Fund to provide the financial adjustments needed to implement the Town Manager's recommended budget modifications.

Recital

In adopting this ordinance, the Town Council has considered the Town Manager's recommended budget modifications as described in Attachment A, FY 2019 Budget Amendment Number 2.

**May 14, 2019
(public hearing)**

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia, that the financial adjustments to the FY 2019 budget, as described in Attachment A, FY 2019 Budget Amendment Number 2, dated May 14, 2019 and incorporated as part of this ordinance, are hereby approved.

This ordinance shall be effective on and after the date of its adoption.

[Note: Attached for reference is "Attachment A, "FY 2019 Budget Amendment Number 2, dated May 14th."]

**May 14, 2019
(public hearing)**

Attachment A

TOWN OF HERNDON, VA

**FY 2019
BUDGET AMENDMENT NUMBER 2**

MAY 14, 2019

GENERAL FUND

Increase (Decrease) General Fund Expenditure Appropriations:

Police Grant Expenditures	\$ 33,200
Parks & Recreation Expenditures	19,340
Public Works Building Maintenance Expenditures	3,918
Public Works Refuse Expenditures	32,500
Public Works General Services Expenditures	10,952
Public Works Traffic Engineering	62,972
Finance Administration Expenditures	10,000
Transfer to Information Systems Improvement Fund	210,000
Total	\$ 382,882

Increase in General Fund Revenue Budgets:

Police Grant Revenues	\$ 33,200
Insurance Recoveries	97,182
Use of Unassigned Fund Balance	252,500
Total	\$ 382,882

CAPITAL PROJECTS FUND

Increase Capital Projects Fund Expenditure Appropriations:

Public Works Major Building Maintenance	\$ 118,311
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Increase in Capital Projects Fund Revenue Budget:

Insurance Recoveries	\$ 118,311
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INFORMATION SYSTEMS IMPROVEMENT FUND

Increase in IS Improvements Fund Revenue Budget:

Transfer from General Fund	\$ 210,000
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**May 14, 2019
(public hearing)**

WATER & SEWER FUND

Increase in Water & Sewer Fund Expense Appropriations:

Customer Service Contract Services Expenses	\$ 12,500
Sewer Relining Expenses	292,000
Sewer Service Expenses	200,000
Sewer Lateral Repair Expenses	18,000
Water Service Expenses	110,000
Total	\$ 632,500

Increase in Water & Sewer Fund Revenue Budgets:

Grants from Fairfax County	\$ 292,000
Use of Restricted Net Position – Sewer Lateral Repairs	18,000
Use of Unrestricted Net Position	322,500
Total	\$ 632,500

CEMETERY FUND

Increase Cemetery Fund Expense Appropriations:

Cemetery Products for Resale	\$ 10,000
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Increase Downtown Parking Fund Revenue Budget:

Memorial Sales	\$ 10,000
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May 14, 2019
(public hearing)

9. **Resolution 19-G-38, to consider adoption of the Town Manager's recommended FY 2021 – FY 2025 portion of the FY 2020 – FY 2025 Capital Improvement Program.**

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearings had been duly advertised in the Friday, April 26 and Friday, May 3, 2019 issues.

Mayor Merkel opened the public hearing and stated that comments received on this item had been entered into the record. She recognized Dana Heiberg, Senior Planner, for the staff report.

Mr. Heiberg presented the staff report and PowerPoint dated May 14, which are on file in the Town Clerk's office. He stated that the Council adopted funding for the FY 2020 portion of the CIP with the adoption of the annual operating budget on April 23. The FY 2020-2025 portion of the CIP is a plan for funding projects from a variety of sources, subject to future budget action.

Mr. Heiberg reviewed the CIP process and discussed the projects for each department and proposed funding sources, as outlined in the PowerPoint. He stated that the proposed CIP contained 47 projects ~ 35 General Fund and 12 Enterprise Fund projects. He stated most of the projects were ongoing, but there were two new projects, the Herndon Police Exterior Garage and the Traffic Signal-Elden Street at Herndon Centre. The PowerPoint did not reflect the updated resolution, titled "Alternative A," which staff had provided to Council and is on file in the Town Clerk's office. He reviewed the breakdown of funding sources and financing for the CIP, which included CIP reserves, grant funding, General Fund, General Obligation Bonds, and Enterprise Fund revenues. Additionally, three recurring maintenance projects were removed from the draft CIP, with the projects being included in the Operating Budget.

At its February 25 meeting, the Planning Commission recommended the CIP to the Town Manager. The Town Manager made several adjustments to the Planning Commission's recommendation, which were listed in the PowerPoint.

Mr. Heiberg highlighted staff's Alternative A to the proposed resolution, which had several changes listed in red in the "Now, Therefore Be it Resolved" section. He read from the resolution, which referenced the adjustments included on the alternative pages for CIP project 6, Herndon Community Center - Phase 5, and CIP Project 8, Runnymede Park Nature Center.

The public hearing was held, and the following individual(s) provided testimony:

- Carol Hadlock, 515 Alabama Drive, Herndon, also representing the Friends of Runnymede Park, previously provided comments for the record, which are on file in the Town Clerk's office. She expressed support for a Nature Center; and

**May 14, 2019
(public hearing)**

- Jay Hadlock, 515 Alabama Drive, Herndon, also as a Board Member representing the Friends of Runnymede Park, previously provided comments for the record, which are on file in the Town Clerk's office. He expressed support for a Nature Center.

Following the public hearing, Vice Mayor Olem moved approval of Resolution 19-G-38, in accordance with Alternative A, dated and distributed on May 14, 2019. Councilmember Baker seconded the motion.

Vice Mayor Olem and Councilmembers Baker and McKenna provided comments supporting Alternative A and the Runnymede Park Nature Center.

Mayor Merkel echoed her colleagues' comments and stated that next year, the CIP would be a more financially focused document with further details on how items would be funded. While she expressed support for the Nature Center, she stated that the town needed to work on a plan to finance it and make it successful, if that had not already been started.

The question was called on the motion, which carried by a 6-0 vote. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Resolution 19-G-38, Adoption of the FY 2021 through FY 2025 portion of the FY 2020 - FY 2025 Town of Herndon Capital Improvement Program.

WHEREAS, the Town Manager of the Town of Herndon, Virginia caused the development and submission of the proposed FY 2020 – FY 2025 Capital Improvement Program by the town staff to the Planning Commission; and

WHEREAS, the Planning Commission held a public hearing on the proposed FY 2020 – FY 2025 Capital Improvement Program on February 25, 2019; and

WHEREAS, the Planning Commission recommended a Capital Improvement Program to the Town Manager on February 25, 2019; and

WHEREAS, the Town Manager reviewed the Planning Commission recommendation and developed a similar recommendation with several adjustments on April 1, 2019 as part of the FY 2020 Annual Operating Budget proposed to the Town Council; and

WHEREAS, on April 23, 2019, the Town Council adopted the Fiscal Planning Resolution for the FY 2020 Annual Budget, including the Capital Improvement Program; and

**May 14, 2019
(public hearing)**

WHEREAS, the Town Council held a public hearing on the FY 2021 through FY 2025 portion of the FY 2020 - FY2025 Capital Improvement Program on May 14, 2019.

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

1. Adopted funding for the FY 2020 portion of the FY 2020 – FY 2025 CIP on April 23, 2019 for a total of \$2,639,000 for general government capital projects.
2. Approves and adopts the FY 2021 through FY 2025 portion of the FY 2020 - FY 2025 CIP, as reflected in Attachment 2 and 3 of the staff report of May 7, 2019, incorporated by reference, which includes the FY 2020 – FY 2025 CIP Summary Sheets and Financial Analysis, dated May 7, 2019, with the adjustments contained in “Alternative A” provided to the Town Council May 14, 2019 affecting the funding for FY 2021 through FY 2025 and the Beyond column for the Summary of General Government projects (page III-1); with the adjustments included on the alternative pages for CIP project 6, Herndon Community Center - Phase 5, and CIP Project 8, Runnymede Park Nature Center.

[Note: The FY 2021 through FY 2025 portion of the FY 2020 - FY 2025 CIP, are incorporated by reference, and on file in the Department of Community Development, and includes the FY 2020 – FY 2025 CIP Summary Sheets and Financial Analysis, in accordance with the adjustments contained in “Alternative A” provided to the Town Council May 14, 2019 affecting the funding for FY 2021 through FY 2025 and the beyond column for the Summary of General Government projects (page III-1), with the adjustments included on the alternative pages for CIP project 6, Herndon Community Center - Phase 5, and CIP Project 8, Runnymede Park Nature Center (attached).]

May 14, 2019 (public hearing)

Town of Herndon FY 2020 - FY 2025 Capital Improvement Program

FY 2020 - FY 2025 CIP SUMMARY: GENERAL GOVERNMENT PROJECTS - ALTERNATIVE A

Consecutive numbering corresponds to page numbers in Section III-CIP Project Descriptions

All figures represent dollars in thousands

Project No. Dept. Project Title			Estimate Reserves	Budget Year	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond	Est. Total Cost
A. Proposed General Government Projects												
1	11-PR-99-003	Parks & Rec.	Sports Field and Park Improvements	0	0	265	215	1,115	0	0	0	1,595
2	11-PR-00-002	Parks & Rec.	Folly Lick/Spring Branch Regional Trail	17	177	300	0	0	0	0	0	494
3	11-PR-07-001	Parks & Rec.	Bready Park Tennis Court Renovation	0	345	0	0	0	0	0	0	345
4	11-PR-06-001	Parks & Rec.	W&OD Trail Lighting - Downtown	0	0	75	0	608	0	0	0	683
5	11-PR-07-003	Parks & Rec.	Park Equipment Replacement Program	0	0	75	0	0	0	150		225
6	09-BD-08-003	Parks & Rec.	Herndon Community Center - Phase 5		0	0	0	0	450	3,775	150	4,375
7	11-PR-11-001	Parks & Rec.	Trailside Skate Park Expansion	0	0	210	0	0	0	0	0	210
8	11-PR-15001	Parks & Rec.	Runnymede Park Nature Center	0	0	25	100	2,650	0	0	260	3,035
9	11-PR-15-002	Parks & Rec.	Town Hall Square Improvements	0	0	0	50	0	0	0	0	50
10	03-ST-12-001	Comm. Dev.	Trails to Herndon Metrorail	1,065	0	0	0	0	0	0	0	1,065
11	10-CD-98-002	Comm. Dev.	Wayfinding Signs and Historic Markers	125	0	140	0	0	0	0	0	265
12	03-ST-97-001	Comm. Dev.	East Elden St. -Van Buren St. to Fairfax Co. Pkwy"	72	0	0	0	0	0	0	0	72
13	03-ST-08-002	Comm. Dev.	Vehicular/Pedestrian Access to H. Metrorail	2,850	75	307	0	50	0	100	0	3,382
14	03-ST-12-001	Comm. Dev.	Van Buren St -Herndon Pkwy north to Old Spring	4,158	0	0	0	0	0	0	0	4,158
15	03-ST-18-001	Comm. Dev.	Van Buren St -Herndon Pkwy to South Town Line	2,630	0		0	0	0	0	0	2,630
16	03-ST-14-001	Comm. Dev.	Worldgate Drive Extension	0	0	0	0	0	0	0	0	0
17	11-CD-14-002	Comm. Dev.	Sterling Road Improvements	148	0	200	800	800	0	0	0	1,948
18	03-CD-15-001	Comm. Dev.	Bicycle Facilities & Accommodations	62	0	206	0	0	0	0	0	268
19	03-ST-96-001A	Public Works	Downtown Streets	600	0	0	0	0	0	0	0	600
20	03-ST-00-001	Public Works	Elden - Center Streets Intersection Improvements	1,830	0	0	0	0	0	0	0	1,830
21	03-ST-94-003	Public Works	Streetslights	120	0	120	75	40	0		0	355
22	05-SM-96-001	Public Works	Storm Drainage Improvements	220	300	300	300	300	0	0	0	1,420
23	03-ST-08-001	Public Works	Sidewalk and Minor Trails	555	250	275	285	235	250	0	120	1,970
24	02-CD-08-001	Public Works	Herndon Parkway/ Van Buren St. Intersection	2,600	0	0	0	0	0	0	0	2,600
25	03-ST-15-004	Public Works	Herndon Pkwy/ Spring St. Intersection to Fairfax Co. Pkwy	1,121	152	0	0	0	0	0	0	1,273
26	03-ST-11-003	Public Works	Downtown Utility Relocation	2,925	0	0	0	0	0	0	0	2,925
27	03-ST-15-002	Public Works	Elden -Monroe Intersection Improvements	1,250	750	0	0	0	0	0	0	2,000
28	03-ST-15-003	Public Works	Monroe Street Improvements	0	275	699	0	0	0	0	0	974
29	16-IT-97-001	Info. Tech.	Information Technology	109	0	0	0	0	0	0	0	109
30	15-PO-15-001	Police	Police Radio Equipment	630	0	0	0	0	0	0	0	630
31	09-PO-20-001	Police	Police Exterior Garage	0	0	700	0	0	0	0	0	700
32	05-SM-18-002	Public Works	Stream Restoration	200	0	1000	0	0	0	0	0	1200
33	09-CD-17-10	Town Mgr.	Downtown Redevelopment-Art Center Interior	500	0	2500	0	0	0	0	0	3000
34	02-ST-18-003	Public Works	Traffic Signal Uninterruptable Power Supply	150	150	0	0	0	0	0	0	300
35	02-ST-20-001	Public Works	Traffic Signal -Elden St at Herndon Centre (K-Mart)	0	165	0	0	0	0	0	0	165
TOTAL- General Government				23,937	2,639	7,397	1,825	5,798	700	4,025	530	46,851

Estimated Reserves reflects funding expected to be available at July 1, 2019; may include prior reserve amounts and FY2019 allocations that are not encumbered.

VDOT projects not included are East Elden (\$45.345M except \$72,000 from Gen. F.) & HP/Spring St. (\$11.478M except Gen. F. & HB2313 30% funding). See Project Sheets.

**May 14, 2019
(public hearing)**

Town of Herndon FY 2020 - FY 2025 Capital Improvement Program

Alternative A - Herndon Community Center - Phase 5

Project Number: 09-BD-08-003

Project Class: Buildings

Department: Parks and Recreation

Project Description: The phase five expansion project is proposed as an under 10,000 square foot second story addition to the Herndon Community Center. This expansion will enhance the quality of existing operations by improving the fitness and instructional areas, multi-purpose space and storage space. The project also includes improvements to the locker room areas. It will reconfigure the entrance and address HVAC shortcomings in the lobby. Project planning includes improvements to the parking lot. The previous expansion included foundation support, locations for stairwells, elevators and floor structures.

Operating impacts include select new fitness equipment and supplies, one new office space and personnel expenses are anticipated to increase by one full-time custodial position and associated seasonal staff. These impacts are offset by revenue. Previously allocated design funds (\$325k) were transferred to Building Major Maintenance for

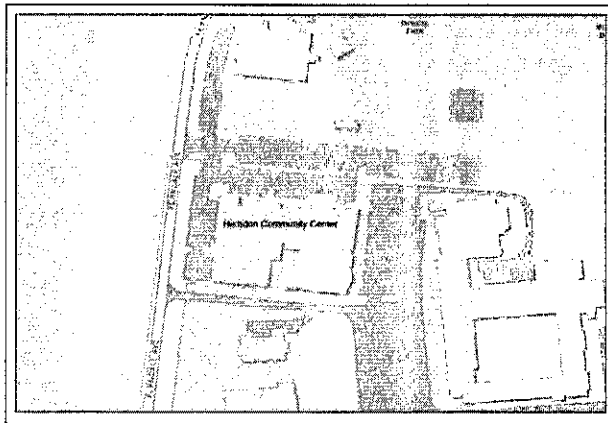
Adopted Goals and Objectives:

***Town of Herndon Parks & Recreation Department
Strategic Plan 2013 – 2017:***

1. Provide a balanced system of parks, trails, open space and recreational facilities which are equitably distributed and accessible to all residents. Provide safe, clean, and attractive facilities in a customer-friendly environment.

2035 Vision Plan:

2. Enriching Lives Through Arts and Entertainment.



amounts indicated = dollars in thousands

		Fiscal Year							
ESTIMATED COST:	Estimated Reserves	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond	TOTAL
Land Acquisition									0
Architecture/Engin./Admin.						450			450
Construction and related services							3775		3775
Equipment/Furniture								150	150
TOTAL		0	0	0	0	450	3775	150	4375
FINANCING SOURCES:									
General Fund								150	150
G.O. Bonds						450	3775		4225
Intergovernmental Aid									0
Other									0
Other									0
TOTAL		0	0	0	0	450	3775	150	4375
GENERAL FUND OPERATING IMPACT:									
Capital Costs									0
Debt Service									0
Personnel/Operations							200		200
TOTAL		0	0	0	0	0	200	0	200

May 14, 2019 (public hearing)

Town of Herndon FY 2020 - FY 2025 Capital Improvement Program

Alternative A - Runnymede Park Nature Center

Project Number: 11-PR-15-001

Project Class: Parks and Playgrounds

Department: Parks and Recreation

Project Description: A 4,000 square foot Nature Center at Runnymede Park with spaces for free and low cost nature education activities, to include exhibits and equipment. The 16-year-old proposed design warrants a feasibility study and required code review to determine necessary changes. Once assessed, new cost estimates for design and construction can be developed, programming and indoor exhibits updated and a staffing plan developed.

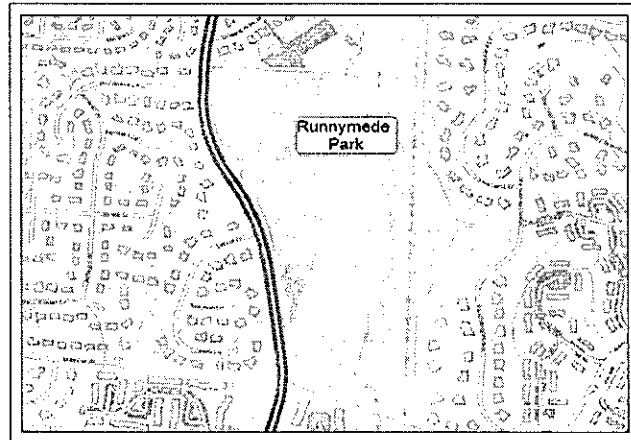
Adopted Goals and Objectives:

Cultivating A Sustainable Environment:

1. Develop and implement an environmental sustainability plan for the town. Sustain and enhance our parks.

Town of Herndon Parks & Recreation Department Strategic Plan 2013 – 2017:

2. Provide a balanced system of parks, trails, open space and recreational facilities which are equitably distributed and accessible to all residents.



amounts indicated = dollars in thousands

ESTIMATED COST:	Estimated Reserves	Fiscal Year							TOTAL
		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Beyond	
Land Acquisition									0
Architecture/Engin./Admin.			25	100					125
Construction and related services					2650				2650
Equipment/Furniture								260	260
TOTAL	0	0	25	100	2650	0	0	260	3035

FINANCING SOURCES:									
General Fund			25	100				260	385
G.O. Bonds					2650				2650
Intergovernmental Aid									0
Recreation Cash Proffers									0
Other									0
TOTAL	0	0	25	100	2650	0	0	260	3035

GENERAL FUND OPERATING IMPACT:									
Capital Costs									0
Debt Service									0
Personnel/Operations					100				100
TOTAL	0	0	0	0	100	0	0	0	100

**May 14, 2019
(public hearing)**

10. Resolution 19-G-39, to approve a temporary license agreement to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for an event.

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearings had been duly advertised in the Friday, April 26 and Friday, May 3, 2019 issues.

Mayor Merkel opened the public hearing and recognized Lesa Yeatts, Town Attorney.

Ms. Yeatts presented the staff report dated May 14, which is on file in the Town Clerk's office. She stated that Jimmy's Old Town Tavern ("Jimmy's") was seeking a temporary use permit through the Zoning Administrator to use a designated alley public space, adjacent to the restaurant, for outdoor seating during an event on Sunday, May 26. Jimmy has held this event for many years and the town has required the license agreement for the past several years. The proposed resolution would approve this agreement to allow this to occur, pursuant to the requirements of the state code. The license controls the use of town property and requires insurance. Staff recommends approval of the proposed resolution, as presented.

Following the public hearing (there were no comments from the audience) Councilmember McKenna moved approval of Resolution 19-G-39, as presented. Councilmember Baker seconded the motion.

There were brief comments from Council.

The question was called on the motion, which carried by a 6-0 vote. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Resolution 19-G-39, to approve a temporary license agreement to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for an event.

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

1. The Town Council approves a temporary license agreement dated May 14, 2019 between the Town of Herndon as licensor and JOTT, INC. d/b/a Jimmy's Old Town Tavern (Jimmy's) as licensee. The license allows Jimmy's to use designated alley public space adjacent to Jimmy's for outdoor seating during an event on May 26th of 2019. The license agreement may contain other terms agreed to by the Mayor and is on file in the office of the Town Attorney.

**May 14, 2019
(public hearing)**

2. The Mayor is authorized to sign and deliver this license agreement and any other instrument to evidence or support the license agreement
3. This resolution shall be effective on and after the date of its adoption.

[Note: Attached for reference is the license agreement dated May 14, 2019 b/n the town and JOTT, INC. d/b/a Jimmy's Old Town Tavern.]

**May 14, 2019
(public hearing)**

AGREEMENT

This Agreement ("Agreement") is made this 14th day of May 2019 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 a Temporary Use Permit to conduct an event in the Town of Herndon on May 26th of 2019 represented in "Exhibit 1" attached hereto ("Permit") and that Jimmy's would like to use the Town's property behind Jimmy's Old Town Tavern Restaurant as shown on the Permit and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley by Jimmy's on these dates as described in the Permit (on May 26th of 2019 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 Permit
2. Jimmy's shall comply with the terms of the Permit 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 this occasion 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:

Commercial General Liability - Combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.

**May 14, 2019
(public hearing)**

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.

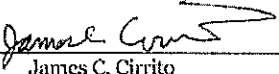
7. Termination: The Town may terminate this Agreement upon 24 hours notice to Jimmy's for cause.

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.

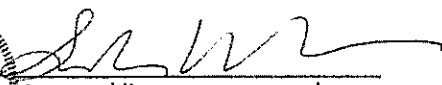
d/b/a Jimmy's Old Town Tavern

By 
James C. Cirrito
President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by JAMES C. CIRRITO, President of JOTT, INC. d/b/a Jimmy's Old Town Tavern, a Virginia corporation, on its behalf.




Notary Public
My Commission Expires: 5/31/2022
Registration No.: 7771261

May 14, 2019
(public hearing)

ATTEST:

Victoria Lee Wellershaus
Town Clerk

TOWN OF HERNDON, VIRGINIA

By Lisa C. Merkel
Lisa C. Merkel
Mayor



COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 14 day of May, 2019 by LISA C. MERKEL, MAYOR of the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, on its behalf.

Victoria Lee Wellershaus
Notary Public
My Commission Expires: 9-30-22
Registration No. # 123614

APPROVED AS TO FORM:

Lesa J. Yeatts
Les J. Yeatts
Town Attorney



**May 14, 2019
(public hearing)**

11. Ordinance 19-O-17, to grant a second franchise amendment to Zayo Group, LLC for a route expansion and increase in allowance of conduit.

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearings had been duly advertised in the Friday, April 26 and Friday, May 3, 2019 issues.

Mayor Merkel opened the public hearing and announced that the town would follow the bid process. Mayor Merkel stated that the town received one bid from Zayo Group, LLC, which was entered into the record and is on file in the Town Clerk's office.

Mayor Merkel asked Tammy Chastain, Deputy Director of Public Works, whether staff had received additional bids.

Hearing none, Mayor Merkel closed the bidding process and recognized Ms. Chastain for the staff report.

Ms. Chastain presented the staff report and PowerPoint dated May 14, which are on file in the Town Clerk's office. The proposed ordinance would be the second amendment for Zayo Group, LLC. The original amended franchise agreement dated January 22, 2017 would expire on January 22, 2027. It would allow a route expansion of 875 linear feet in the town's right-of-way for a total route of approximately 1,380 linear feet. She reviewed the location and the types of conduit as shown in the PowerPoint. Staff recommends approval of the proposed ordinance, as presented.

Mayor Merkel stated that the proposed ordinance would require a roll call vote pursuant to the state code.

Following the public hearing (there were no comments from the audience), on motion of Vice Mayor Olem, seconded by Councilmember Friedrichs, and carried by a 6-0 roll call vote, Ordinance 19-O-17 was approved, as presented. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Ordinance 19-O-17, to grant a second franchise amendment to Zayo Group, LLC for a route expansion and increase in allowance of conduit.

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

1. The Town Council approves this Second Amendment to the Franchise Agreement last amended on January 22, 2017.
2. This instrument allows for a route expansion of 875 linear feet as reflected in "green" on Exhibit A.

**May 14, 2019
(public hearing)**

3. This instrument increases the allowance of number of conduit to five over the course of the proposed route, as depicted in "red" on the attached Exhibit A.
4. This instrument increases the allowance of number of conduit from zero to eight over the course of the proposed route, as depicted in "green" on the attached Exhibit A.
5. This instrument permits the increase in conduit covering a total of approximately 1,380 linear feet.
6. In all other respects the current franchise remains in effect.
7. The Mayor is authorized to sign and deliver the franchise extension and any ancillary instruments necessary to effectuate or evidence the franchise.
8. This ordinance shall be effective on and after the date of its adoption.

[Note: Attached for reference is the signed second franchise amendment and Exhibit A dated May 14, 2019.]

**May 14, 2019
(public hearing)**

SECOND AMENDMENT TO FRANCHISE AGREEMENT

THIS SECOND AMENDMENT is hereby made to the Franchise Agreement ("Agreement") with an Acceptance and Effective date of May 14, 2019 by and between the Town of Herndon, a Virginia municipal corporation ("Town") and Zayo Group, LLC, a Delaware limited liability company, and successor-in-interest to FiberGate of Virginia, LLC and MFN of VA, L.L.C. ("Franchisee").

WHEREAS, MFN of VA, L.L.C. entered into that certain Franchise Agreement with the Town dated July 8, 2003; and

WHEREAS, FiberGate of Virginia, LLC entered into that certain Franchise Agreement with the Town dated January 22, 2006; and

WHEREAS, Zayo Group, LLC provided written notice to the Town on January 29, 2013 that its affiliates MFN of VA, L.L.C. and FiberGate of Virginia, LLC had been merged up and into Zayo Group, LLC; and the Town accepted such transfer pursuant to Letter dated April 18, 2013.

WHEREAS, Zayo Group, LLC first amended their agreement with the Town on January 22, 2017, extending their agreement for an additional ten (10) years and expiring on January 22, 2027.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The route is hereby amended to reflect a route expansion of 875 linear feet as reflected in "green" on Exhibit A dated May 14, 2019.
2. Allowance of number of conduit is increased to five over the course of the proposed route, as depicted in "red" on the attached Exhibit A and from zero to eight conduit over the course of the proposed route, as depicted in "green" on the attached Exhibit A, covering a total of approximately 1,380 linear feet.
3. Exhibit A dated May 14, 2019, attached hereto, replaces any previous exhibit(s).
4. Except as specifically amended or modified herein, the terms and conditions of the Agreement will remain in full force and effect through the term.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the day and year set forth below by the signatures of their authorized representatives below.

Signatures on following page

May 14, 2019
(public hearing)

Attest:

Jill L. Wellershans
Town Clerk

Town of Herndon, Virginia

By: *[Signature]*
Name: Lisa C. Merkel
Title: Mayor



Zayo Group, LLC

By: *[Signature]*
Name: Mike Mooney
Title: General Counsel

Approved as to form:

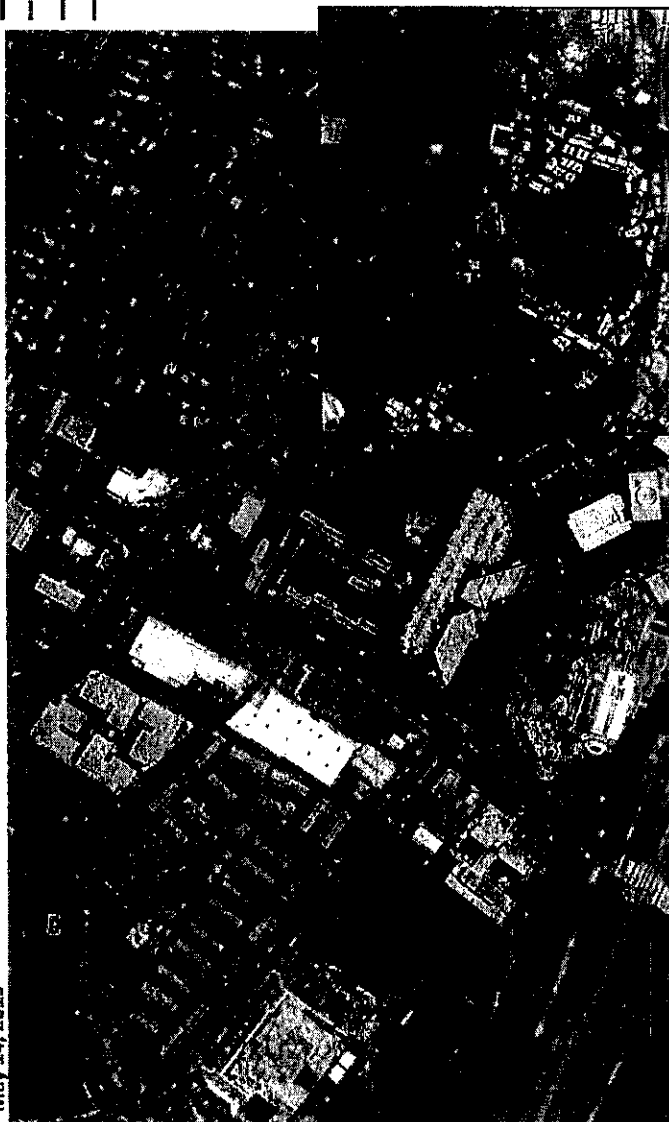
[Signature]
Lesia J. Yeatts
Town Attorney

**May 14, 2019
(public hearing)**

- Exist. Zayo Facility
- 5 conduit (Rte 1)
- 8 conduit (Rte 2)
- Private Property

Route 1 will increase the number of conduit to 5 in that area.

Route 2 is a new route and will have 8 conduit.



Town Of Herndon
EXHIBIT A
May 14, 2019

May 14, 2019
(public hearing)

12. Ordinance 19-O-18, to approve a natural gas line easement to Columbia Gas for an underground main service line located on Town-owned property.

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearings had been duly advertised in the Friday, April 26 and Friday, May 3, 2019 issues.

Mayor Merkel opened the public hearing and recognized John Irish, Deputy Director of Public Works, for the staff report.

Mr. Irish presented the staff report dated May 14, which is on file in the Town Clerk's office. He stated that the natural gas line would need to be provided to Clearview Elementary School in Fairfax County, and the nearest point of access to the current mains is off of Young Avenue and Monroe Street. It would be a 20-foot-wide easement from Young Avenue, across town-owned property, to Fairfax County Park Authority land at Folly Lick Park. He stated that it was relatively standard easement. Staff recommends approval of the proposed ordinance, as presented.

There was brief discussion amongst Council and staff on this item.

Following the public hearing (there were no comments from the audience), on motion of Councilmember Dhakal, seconded by Councilmember Friedrichs, and carried by a 6-0 vote, Ordinance 19-O-18 was approved, as presented. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Ordinance 19-O-18, to approve a natural gas line easement to Columbia Gas for an underground main service located on Town-owned property in the Town of Herndon, Fairfax County, Virginia, Tax Map Parcel No 010-04-0042A.

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

1. The Town Council approves a deed of easement conveying for nominal consideration an easement across town-owned property to Columbia Gas for a natural gas line to service Clearview Elementary School.
2. The location of this easement area extends from Young Avenue across town-owned property at Folly Lick Park, Tax Map Parcel No. 010-04-0042A to Fairfax County Park Authority property as shown on the plat attached to the deed of easement: Columbia Gas of Virginia, Inc. Drawing No. V59-493-18 dated 11/06/2018 and revised 04/09/2019, incorporated by reference.

**May 14, 2019
(public hearing)**

3. The Mayor is authorized to sign and deliver the deed of easement and associated instruments necessary to evidence, effect, or correct this deed. This deed or instruments shall be on such form as approved by the Town Attorney.
4. This ordinance shall be in effect on and after the date of its adoption.

[Note: Attached for reference is the Deed of Easement dated May 14, 2019.]

**May 14, 2019
(public hearing)**

Parcel ID #: 0104 42 A

RW#

J.O. 18-0383466-00

DEED OF EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) paid by COLUMBIA GAS OF VIRGINIA, INC., a Virginia corporation, with mailing address at 1809 Coyote Drive, Chester, Virginia 23836, hereinafter called the Grantee, to THE TOWN OF HERNDON, VIRGINIA, a municipal corporation, hereinafter, whether singular or plural, called the Grantor. The Grantor who is the owner of the property Fairfax County Virginia Tax Map No. 010-04-0042 does hereby grant and convey to the Grantee a 20' wide easement hereinafter the "Premises" to construct, operate, maintain, replace, repair, alter the size, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, and to perform pre-construction work/activities, over and through all that certain tract of land situate in the Town of Herndon, Dranesville District, Fairfax County, Commonwealth of Virginia, and described as follows:

The location of the easement area pursuant to the terms and conditions of Deed of Easement is shown on Drawing Number V59-493-18, attached hereto, made a part hereof, and recorded herewith.

With the right of ingress to and egress from the easement area by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands and to exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the easement of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement by various means.

Grantor may use and enjoy the easement, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, or any other obstructions on or over the easement that will, in any way, interfere with the use by Grantee.

Prepared By:
Columbia Gas of Virginia, Inc.

1

**May 14, 2019
(public hearing)**

Grantor shall not change the depth of cover, conduct grading operations, or permit the dumping of refuse or waste in the easement without the written consent of the Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation, replacement, and maintenance of said pipelines to as near as practical to the Premises' original condition, except as provided herein.

With regard to the lands encompassed by this Agreement, Grantor represents that, to the best of their knowledge: (a) No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the easement area which would cause or threaten to cause an endangerment to human health or the environment or require clean up. (b) Neither the easement, nor any portion thereof, is, at the time of this instrument, legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the easement for Grantee's intended use. (c) The easement is not currently and has not previously been used for industrial purposes.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon Grantor and the Grantee and their respective representatives, heirs, successors and assigns.

WITNESS, the following signatures and seal this 14 day of May, 2019.

Signatures on following page

**May 14, 2019
(public hearing)**

COLUMBIA GAS OF VIRGINIA, INC.

by _____
Brentley K. Archer
President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this ____ day of May, 2019 by BRENTLEY K. ARCHER, President of COLUMBIA GAS OF VIRGINIA, INC., a Virginia municipal corporation, on its behalf.

Notary Public
My Commission Expires: _____
Registration Number: _____

TOWN OF HERNDON, VIRGINIA

ATTEST:

Victoria Lee Wellershaus
Town Clerk

by Lisa C. Merkel
Lisa C. Merkel
Mayor



COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 14 day of May, 2019 by LISA C. MERKEL, MAYOR of TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, on its behalf.



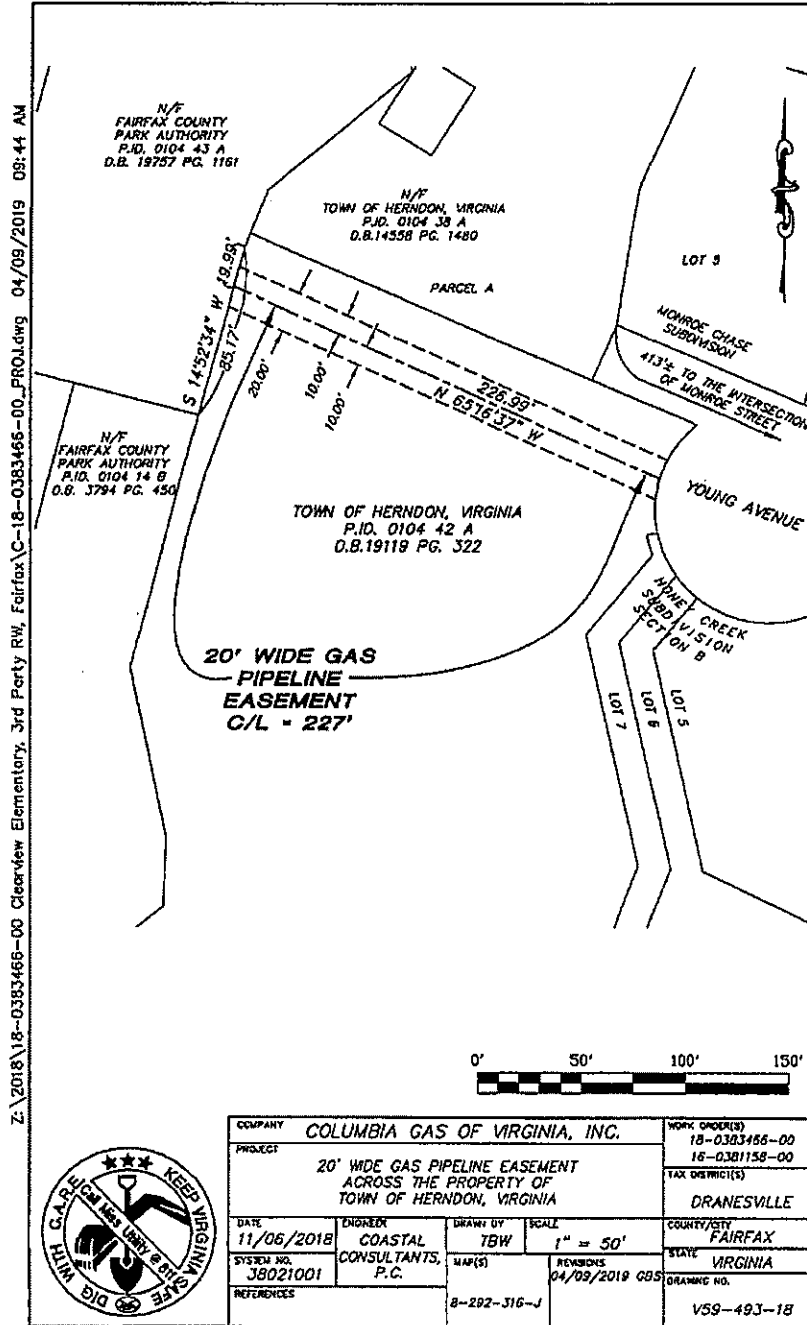
Victoria Lee Wellershaus
Notary Public
My Commission Expires: 9.30.22
Registration Number: #123814

APPROVED AS TO FORM:

Lisa J. Yeatts
Lisa J. Yeatts
Town Attorney

Prepared By:
Columbia Gas of Virginia, Inc.

May 14, 2019
(public hearing)



May 14, 2019
(public hearing)

13 – 17. **CONSENT AGENDA**

Mayor Merkel stated that comments received by Council on Resolution 19-G-40 have been entered into the record.

On motion of Vice Mayor Olem, seconded by Councilmember Baker, and carried by a 6-0 vote, the following Consent agenda items were approved, without comment. The vote was: Councilmembers Baker, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember del Aguila was absent.

Resolution 19-G-40, to authorize the removal of delinquent and uncollectible charges from the Town's accounting records.

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

1. The Town Council has reviewed and accepts the town staff recommendation to write-off (i.e., remove) from the accounting records delinquent accounts which have remained dormant for more than three years and which appeared to have little chance of successful collection.
2. Based on staff's analysis, there is currently a total of \$2,806.21, representing delinquent accounts contained within four categories: utility accounts receivables, miscellaneous receivable accounts, returned checks, and BPOL. These amounts represent uncollectible delinquencies dating from calendar years prior to 2019.
3. Though the town will be adjusting its accounting records through the write-off, the town staff will continue to pursue any and all available legal avenues to achieve eventual collection.
4. The delinquent and uncollectible charges are hereby written off from the town's accounting records. These charges are further described in attachments 1 through 4 to this resolution and in the staff report dated May 7, 2019 which is incorporated by reference.
5. This resolution shall be effective upon its adoption.

[Note: Attached for reference are Attachments 1 - 4.]

**May 14, 2019
(public hearing)**

Attachment 1

**Town of Herndon, VA
Water and Sewer Fund
Utility Accounts Receivable Recommended for Write-off
FY 2019**

Customer Number	Location Number	Address	Termination Date	Balance
----------------------------	----------------------------	----------------	-----------------------------	----------------

Cycle 1

1129275	27881	627 CLEARWATER CT	02/20/15	\$ 158.50
1133785	48531	602 ADAMS ST	09/28/15	13.33

Cycle 1 Subtotal \$ 171.83

Cycle 2

1129215	70301	1130 CYRESS TREE PL	09/10/14	\$ 153.40

Cycle 2 Subtotal \$ 153.40

Cycle 3

--	--	--	--	--

Cycle 3 Subtotal \$ -

Total Utility Accounts Receivable Write-Offs \$ 325.23

May 14, 2019
(public hearing)

Attachment 2

Town of Herndon, VA
General Fund
Miscellaneous Accounts Receivable Recommended for Write-off
FY 2019

Customer ID	Transaction Description	Invoice Date	Balance Due
900048	Zoning Fines	04/01/15	\$ 700.00
900022	Zoning Fines	05/15/15	200.00
900025	Zoning Fines	06/02/15	394.25
900019	Zoning Fines	12/15/15	200.00
900034	Zoning Fines	12/30/15	200.00
Total Miscellaneous Accounts Receivable Write-Offs			\$ 1,694.25

**May 14, 2019
(public hearing)**

Attachment 3

**Town of Herndon, VA
Returned Checks Receivable Recommended for Write-off
FY 2019
General Fund**

Date	Transaction Description	Balance
08/31/15	Parks & Recreation Programs	\$189.00
09/30/15	Vehicle License	75.00
11/30/15	Vehicle License	25.00
11/30/15	Vehicle License	25.00

Total Returned Check Write-Offs

\$314.00

**May 14, 2019
(public hearing)**

Attachment 4

**Town of Herndon, VA
General Fund
BPOL Receivable Recommended for Write-off
FY 2019**

Description / Business Name	2015
BPOL:	
Global Crossing Telecommunication	\$ 2.45
Spectrotel Inc	23.66
Cbeyon Communication LLC	40.95
Incontact Inc. DBA UCN	9.79
Birch Communications of Virginia	391.68
Comcast IP Phone LLC	4.20
 Total Parking Tickets and BPOL Write-Offs	 <u>\$ 472.73</u>

Resolution 19-G-41, to authorize a Standard Project Administration Agreement between the Town and the Commonwealth of Virginia Department of Transportation for the administration of the Elden – Monroe Intersection Improvement project.

- WHEREAS,** the town originally entered into a Programmatic Project Administration Agreement on August 13, 2013 for a term of three years; and
- WHEREAS,** the town extended the agreement by an additional one-time term of three fiscal years that will expire on June 30, 2019; and
- WHEREAS,** this standard project administration agreement replaces the Programmatic Administration Agreement that this project was previously under; and

**May 14, 2019
(public hearing)**

WHEREAS, this standard project administration agreement supersedes all previous versions signed by the Town and VDOT.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the Elden – Monroe Intersection Improvement project under agreement with the Virginia Department of Transportation in accordance with the project financial document (s).

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all agreements and/or addendums for this project with the Virginia Department of Transportation.

[Note: Attached for reference is the Standard Project Administration Agreement dated May 14, 2019.]

**May 14, 2019
(public hearing)**

**STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects**

Project Number	UPC	Local Government
U000-235-R65	108690	Town of Herndon

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 2019, by and between the Town of Herndon, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
- c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State Funded Projects or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement

**May 14, 2019
(public hearing)**

Town of Herndon
Project U000-235-R65, UPC 108690

will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
 - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements.
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

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- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of

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this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

THIS AGREEMENT supersedes the Programmatic Project Administration Agreement, dated August 13, 2013 that this project was previously made part of.

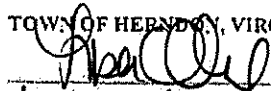
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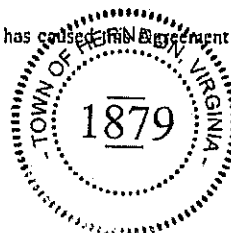
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

TOWN OF HERNDON, VIRGINIA:


Lisa C. Meekel
Typed or printed name of signatory

Mayor, Town of Herndon May 14, 2019
Title Date

David L. Welles May 14, 2019
Signature of Witness Date



NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Attachment
Appendix A - UPC 108690

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Appendix A
Project Number: U000-235-R55 UPC: 108690 CFDA # N/A Locality: Town of Herndon Date: 3/16/2019

Project Location ZIP+4: 20170-4602 Locality DUNS#: 748185535 Locality Address (incl ZIP+4): 777 Lynn Street Herndon, VA 20170-4602

Project Narrative
Scope: Redesign and Reconstruct the intersection of Monroe Street and Eiden Streets. Enhancements include a new traffic signal, brick crosswalks, and storm drainage improvements.
From: Eiden Street
To: Monroe Street
Locality Project Manager Contact info: John Irish 703-435-6800 john.irish@herndon-va.gov
Department Project Coordinator Contact info: Kodjo Messan 703-259-2967 kodjo.messan@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$285,000	\$195,000	\$1,180,800	\$1,660,800
Estimated VDOT Project Expenses	\$15,000	\$4,000	\$19,200	\$38,200
Estimated Total Project Costs	\$300,000	\$199,000	\$1,200,000	\$1,699,000

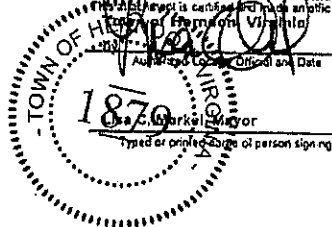
Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from end down list)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$300,000	Revenue Sharing	52%	\$156,000	\$144,000	
Total PE	\$300,000			\$156,000	\$144,000	\$143,800
Right of Way & Utilities	\$199,000	Revenue Sharing	52%	\$103,480	\$95,520	
Total RW	\$199,000			\$103,480	\$95,520	\$95,320
Construction	\$1,200,000	Revenue Sharing	50%	\$600,000	\$600,000	
Total CN	\$1,200,000			\$600,000	\$600,000	\$599,800
Total Estimated Cost	\$2,000,000			\$1,000,000	\$1,000,000	\$998,920

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$1,000,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$998,920

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$1,000,000	\$1,000,000					\$2,000,000

Program and Project Specific Funding Requirements

- The project shall be administered in accordance with VDOT's Locality Administered Projects Manual and Revenue Sharing Program Guidelines.
- In accordance with Chapter 12.1.3 (Steeple Process Requirements) of the LAP Manual, the locality completed project scoping on 5/2/2018.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the LOCALITY subsequent to project completion without approval of the DEPARTMENT, the LOCALITY herewith agrees, by execution of this agreement, to make restitution either physically or monetarily as required by the DEPARTMENT.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,000,000.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution, subject to appropriation.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- This project has Revenue Sharing Program allocations. Per §33.2-367 the project must progress in order to prevent these funds from being de-allocated.
- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:
FY13 - \$750,000 (\$375,000 locality match and \$375,000 VDOT match)
FY17 - \$1,250,000 (\$625,000 locality match and \$625,000 VDOT match).
- This standard agreement replaces the Programmatic Project Administration Agreement that this project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.



APPROVED AS TO FORM

By: Lesa J. Yeatts
Lesa J. Yeatts, Town Attorney
Town of Herndon, Virginia
Date: May 14, 2019

Authorized VDOT Official and Date

Marille Phillips

Typed or printed name of person signing

**May 14, 2019
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**Ordinance 19-O-19, to repeal Herndon Town Code Section 42-154,
Parking for Certain Purposes Prohibited.**

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

1. Chapter 42, Section 42-154, Parking for Certain Purposes Prohibited, Herndon Town Code (2000), is repealed as follows:

~~Sec. 42-154. Parking for certain purposes prohibited.~~

- ~~(a) — It shall be unlawful for any person to park or place any automobile, truck, trailer or other vehicle upon or in any street, alley or parkway for the purpose of selling or offering the vehicle for sale or rent. No sign or lettering shall be attached or placed upon any automobile, truck, trailer or other vehicle parked in or upon any public street, alley or parkway of the town indicating that such vehicle is offered for sale or for rent.~~
- ~~(b) — It shall be unlawful to stop a vehicle at any time upon a street or highway for the purpose of advertising any article of any kind, or to display thereupon advertisements of any article or advertisement for the sale of the vehicle itself.~~

~~(Code 1992, § 13-16.5; Ord. No. 08-O-23, § 1, 9-9-2008)~~

2. This ordinance shall be effective on and after the date of its adoption.

**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
PUBLIC WORKS WEEK
MAY 19 – MAY 25, 2019**

This year marks the 59th annual National Public Works Week sponsored by the American Public Works Association. Public works professionals and staff focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of every individual in our community. These infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our

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transportation, water supply solid waste systems, public buildings, and other structures and facilities essential for our citizens.

The Town of Herndon's Department of Public Works staff performs these critical daily tasks in support of advising, administering and providing public services necessary to maintain the Town of Herndon community as a whole. This involves water, sewer, street maintenance and snow removal; solid waste and recycling management; storm water, right-of-way inspections, traffic engineering; building, grounds, vehicle and equipment maintenance; engineering and site plan review; project management and building inspections. Together with the community, our dedicated public works staff hosts Big Truck Days, Community Clean-Up Weeks, holiday decorations, leaf collection and recycling events. Public works staff also provides key support during special events, including the Herndon Festival, 4th of July Celebration, Friday Night Live! and Herndon Labor Day Festival.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim the week of May 19 - May 25, 2019, as **Public Works Week** in the Town of Herndon, together with this year's theme ~ **'It Starts Here'** ~ which represents the multiple facets of modern civilization that grow out of the efforts put forth by the public works professionals: *"Infrastructure starts with public works... Growth and innovation starts with public works... Mobility starts with public works... Security starts with public works... Healthy communities start with public works..."* Our residents' quality of life starts with public works.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby support the Town of Herndon's Department of Public Works efforts seek to raise awareness about the importance of maintaining the infrastructure and services, collectively known as 'public works,' and express appreciation for the hard work that they do each day to benefit our community.

**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
KIDS TO PARKS DAY
MAY 18, 2019**

The National Park Trust (NPT) is a non-profit charitable organization that helps acquire and preserve land for the National Parks and connects underserved youth to these lands ~ promoting a more active and healthier lifestyle. **Kids to Parks Day**, organized by the NPT, is held annually on the third Saturday of May.

Kids to Parks Day is a national day of outdoor play, designed to connect kids and families with their local, state, and national parks. By discovering our public lands,

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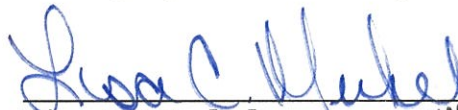
kids across the country learn about park stewardship, outdoor recreation, STEM, and history. In guiding our next generation to appreciate public lands, NPT is working to foster future park enthusiasts and create the next generation of park stewards.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaims May 18, 2019, as **Kids to Parks Day** in the Town of Herndon, in support of youth involvement in the outdoors and to broaden children's appreciation of nature.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, together with the town's Department of Parks and Recreation, hereby highlights and promotes **Kids to Parks Day**; encourages all residents to spend time outdoors at any one of the town's 11 parks throughout the year; and to participate in the "**Play It Safe: Bike Rodeo & Safety Fair**," in Downtown Herndon on May 18, from 10 am to 2 pm, where kids and adults will have the opportunity to participate in a bike swap, learn pedestrian and bike safety tips, riding skills and complete obstacle courses.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:23 p.m.



Lisa C. Merkel
Mayor



Amanda M. Kertz
Deputy Town Clerk



Minutes approved by Town Council: June 11, 2019.