

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
JULY 9, 2019
7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance to the Flag of the United States of America

APPROVAL OF MINUTES

June 11, 2019

Town Council Public Hearing Draft Minutes

PRESENTATIONS

3. Proclamation, to recognize Northwest Federal Credit Union, 2019 Herndon Festival
4. Proclamation, to recognize the 36th Annual “National Night Out,” August 6, 2019
5. Proclamation, to recognize “National Parks & Recreation Month,” July 2019
6. Certificate of Congratulations, to recognize William “Billy” Duquette, 2018 Athlete of the Year, Special Olympics Virginia

COMMENTS

7. Comments from the Town Manager
8. Comments from the Town Council
9. Comments from the Audience

PUBLIC HEARINGS

10. Resolution 19-G-42, to consider two additional chapters of the Urban Design & Architectural Guidelines for the Herndon Transit-Oriented Core (HTOC); one for signs within the HTOC, and the other for landscaping within the HTOC (**Continued from May 28**)
11. Ordinance 19-O-20, to consider Zoning Ordinance Text Amendment ZOTA #19-01, to amend Chapter 78 (ZONING), Article V (Planned Development Districts), by adding Section 78-51.1, entitled PD-UR (Planned Development – Urban Residential), and to amend Article VII (Use Regulations), Section 78-70.2 (Table of Permitted and Allowed Uses), Article VIII (Accessory Uses), Section 78-80.2 (Table of Permitted and Allowed Accessory Uses and Structures), Article X (Parking, Loading, and Circulation), Section 78-100.2 (Minimum Off-Street Parking and Loading Standards), Article XI (Development Standards), Section 78-110.4 (Perimeter Buffer Strip Landscaping Requirements), Article XIV (Signs), adding a new Section 78-

141.7 (Sign Standards for Planned Development – Urban Residential District) to create a new residential zoning district to implement the recommendations and standards of the “Adaptive Areas – Residential” land use category

12. Resolution 19-G-44, to consider a special exception, SE #19-04, 1037 Sterling Road, Suite 101, to allow a vocational school, Divine Healthtech Institute, on property zoned CO, Commercial Office; Applicant: Rev. Leonard Chukwujiokwe; Property Owner: Ferhan C Ege
13. Resolution 19-G-45, to authorize the reserve of Fiscal Year 2019 funding for capital, on-going, and new or expanded projects and for outstanding encumbrances at June 30, 2019
14. Ordinance 19-O-21, to amend the Fiscal Year (FY) 2020 Adopted Budget by recognizing the outstanding encumbrances and authorized reserved amounts for FY 2019 as appropriated amounts for FY 2020
15. Resolution 19-G-46, to authorize a license to Vivacity DC, Inc. to use designated public property in the downtown for the installation and maintenance of equipment and facilities for public use in accordance with the Pilot Program Agreement dated June 12, 2018 and as thereafter amended

GENERAL

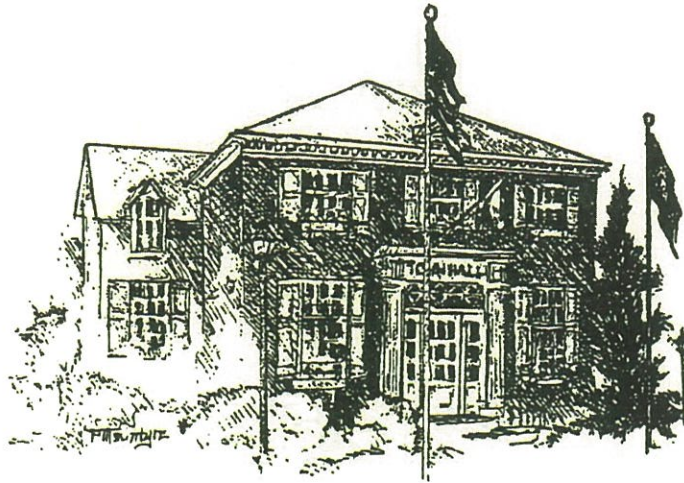
16. Ordinance 19-O-22, to approve a lease of space in the Town’s building at 397 Herndon Parkway to Delegate Samirah

CONSENT AGENDA

17. Resolution 19-G-47, to reappoint members to the Herndon Planning Commission
18. Resolution 19-G-48, to reappoint members to the Architectural Review and Heritage Preservation Review Boards
19. Resolution 19-G-49, to authorize a Business, Professional, Occupational License (BPOL) tax refund
20. Resolution 19-G-50, to appoint a Deputy Town Attorney

Future Town Council Meetings

August 7, 2019	Town Council Work Session	7:00 p.m.
August 13, 2019	Town Council Public Hearing	7:00 p.m.
September 3, 2019	Town Council Work Session	7:00 p.m.
September 10, 2019	Town Council Public Hearing	7:00 p.m.



**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
NORTHWEST FEDERAL CREDIT UNION
2019 HERNDON FESTIVAL**

The time-honored Herndon Festival had been held in downtown Herndon since it began in 1980. With the planned redevelopment of the downtown, the Festival committee searched for a new venue that would allow the carnival and many of the other Festival elements to continue. It became apparent that a potentially viable location was the corporate headquarters for Northwest Federal Credit Union (NWFCU), at 200 Spring Street. In addition to partnering with the town on events like the Ice Breaker 5K, NWFCU was a regular sponsor of the Herndon Festival, including sponsoring the K9-2K walk for several years, and was familiar with the Festival's scope and size. NWFCU was the title sponsor for the Festival in 2018 and 2019, generously committing significant funds and volunteer support to the event. In May 2018, the town and NWFCU signed a memorandum of understanding outlining the partnership between the two entities to promote and host the 2019 Herndon Festival.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby commend NWFCU ~ including Jeff Bentley, Chief Executive Officer ~ who was ever-present at the Festival; Project Manager Raquel Ortiz; Kristen Soller, Manager, Event and Communication Strategy; the executive leadership; Board of Directors; employees; and credit union members ~ for being active and engaged partners, and for the collaboration and cooperation they demonstrated in planning and executing the Herndon Festival. NWFCU's team maintained a positive attitude throughout and was willing to make concessions to their regular operating procedures to facilitate Festival requirements.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby express their sincere appreciation to NWFCU, its leadership and employees, for working to make a positive impact in the community they serve, and for their outstanding organization, effective communication, hospitality and flexibility during the 2019 Herndon Festival. The Town of Herndon looks forward to continuing its important and successful relationship with NWFCU.

Sheila A. Olem, Vice Mayor

Pradip Dhakal, Councilmember

Jennifer K. Baker, Councilmember

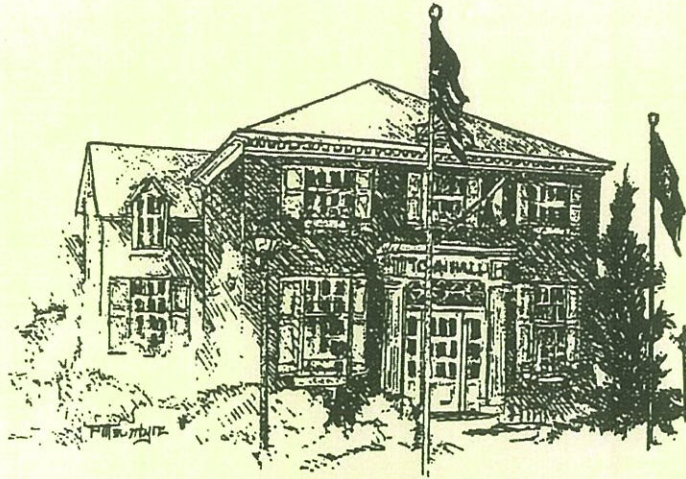
Signe Friedrichs, Councilmember

Cesar del Aguila, Councilmember

Bill McKenna, Councilmember

Lisa C. Merkel, Mayor





TOWN OF HERNDON, VIRGINIA
PROCLAMATION
NATIONAL NIGHT OUT
AUGUST 6, 2019

First celebrated on August 7, 1984, **National Night Out** is a unique crime and drug prevention event sponsored by the National Association of Town Watch. Over the past 35 years, **National Night Out** has grown into a massive, multinational community-building campaign that involves over 38 million people and over 16,000 communities from all 50 states, U.S. Territories, Canadian cities, and military bases worldwide.

The Town of Herndon supports the Herndon Police Department and local anticrime programs in their efforts to heighten crime awareness and prevention; promote community-police partnerships; and strengthen community spirit, energy and determination ~ helping to make our neighborhoods safer, better places to live. By celebrating **National Night Out**, and in cooperation with efforts such as Neighborhood, Fleet and Business Watch, the Herndon community sends a message to criminals that our neighborhoods are organized and fighting back against crime.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim August 6, 2019, as the 36th Annual **National Night Out** in the Town of Herndon, and encourage all neighborhoods and businesses to join the Herndon Police Department and the Herndon community as we unite, celebrate and promote **National Night Out** throughout our town.

Sheila A. Olem, Vice Mayor

Pradip Dhakal, Councilmember

Jennifer K. Baker, Councilmember

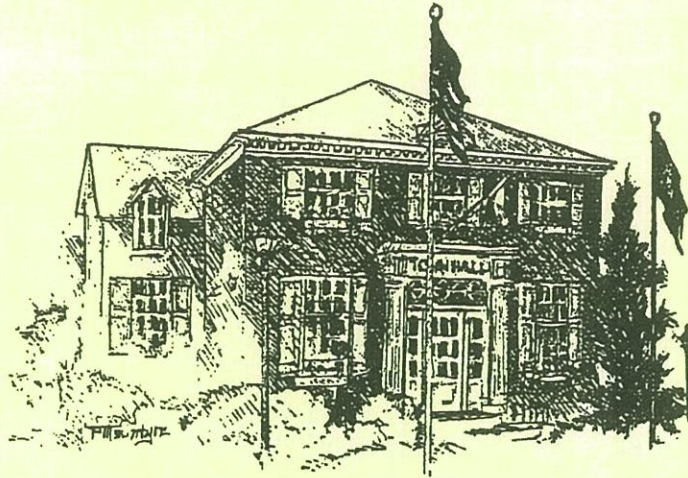
Signe Friedrichs, Councilmember

Cesar del Aguila, Councilmember

Bill McKenna, Councilmember

Lisa C. Merkel, Mayor





TOWN OF HERNDON, VIRGINIA
PROCLAMATION
NATIONAL PARKS & RECREATION MONTH
JULY 2019

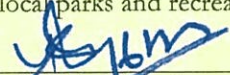
Since 1985, the National Recreation and Park Association (NRPA) has designated July as the month to recognize parks and recreation nationwide. This year's theme ~ **"Game On"** ~ is about highlighting the fun, games and exciting offerings at our local parks and recreation centers. Locally, the Town of Herndon Parks and Recreation Department's mission is to create programs to build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those in need, and also improve the mental and emotional health of all citizens.

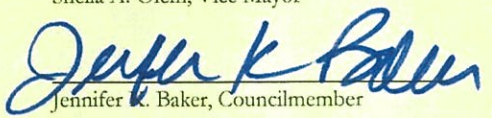
The Town of Herndon recognizes that the town's diverse and accessible recreational amenities are vitally important to lead initiatives and provide opportunities for people of all ages to achieve healthier lifestyles, promote and understand nature and conservation as well as bringing the community closer through a variety of programs and services. In July and throughout the year, residents are encouraged to participate in outdoor activities; connect with nature; family and friends; and discover new ways to have fun in our community.

The dedication of the nationally renowned Town of Herndon Department of Parks and Recreation staff and volunteers contributes to the success of top quality events and programs ~ including summer camps for all ages; the Labor Day Festival; Nature Fest; 4th of July Celebration; Holiday Arts and Craft Show; Kids-Triathlon; Herndon Olympics and Harvest Moon Swim Meets; Turkey Trot; and the Herndon Festival.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim the month of July 2019 as **National Parks and Recreation Month** in the Town of Herndon, and encourage all residents to get out there and show that it's **"Game On"** at our local parks and recreation programs and facilities.

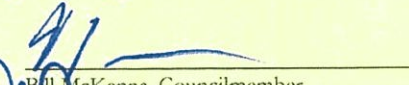

Sheila A. Olem, Vice Mayor

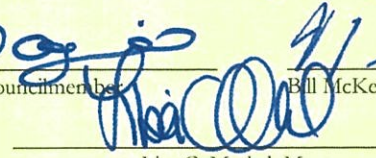

Prady Dhakal, Councilmember


Jennifer K. Baker, Councilmember


Signe Friedrichs, Councilmember


Cesar del Aguila, Councilmember


Bill McKenna, Councilmember


Lisa C. Merkel, Mayor

Proclaimed by the Herndon Town Council July 9, 2019.



Town of Herndon, Virginia

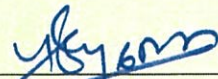
Certificate of Congratulations

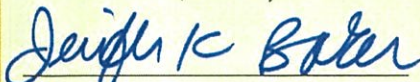
to
William "Billy" Duquette
2018 Athlete of the Year
Special Olympics Virginia

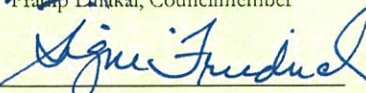
For your many achievements with the Special Olympics, including: participating in six sports; serving as a leader and mentor to other athletes; admirably representing the Town of Herndon; dedicating your time and efforts to the health, community, sports and education pillars of Special Olympics Virginia; and being a true example of the Special Olympics spirit.

Presented by the Herndon Town Council on this 9th day of July, 2019.


Sheila A. Olem, Vice Mayor


Pradip Dhakal, Councilmember


Jennifer K. Baker, Councilmember


Signe Friedrichs, Councilmember


Cesar del Aguila, Councilmember


Bill McKenna, Councilmember


Lisa C. Merkel, Mayor



TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to consider the Landscaping and Signage Chapters of the Urban Design Guidelines for the Herndon Transit-Oriented Core.

WHEREAS, in 2009 the Town Council directed the staff to pursue a special planning effort for the future Herndon Metrorail Station as contained in the 2030 Comprehensive Plan adopted in 2008; and

WHEREAS, the Town Council adopted a Comprehensive Plan amendment for the Herndon Metro Station Area Plan on February 28, 2013; and

WHEREAS, on November 26, 2013 the Town Council adopted Urban Design and Architectural Guidelines for the Herndon Transit-Oriented Core, prepared by Urban Design Associates, to provide assistance to developers and property owners proposing to redevelop their lands and to Town decision makers in accordance with the Plan; and

WHEREAS, landscaping and signage have been developed to supplement the existing Guidelines that were built upon the principles articulated in the Plan; and

WHEREAS, the Architectural Review Board has reviewed the proposed guidelines and expressed its support for the guidelines, at a public meeting on November 14, 2018; and

WHEREAS, the Planning Commission has reviewed the proposed guidelines and has held a public hearing, in accordance with the provisions of §15.2-2204 of the State Code, on April 22, 2019 and found that the proposed guidelines meet the purpose and intent of the Herndon Metro Station Area Plan; and

WHEREAS, the Town Council has conducted a public hearing and has reviewed the Planning Commission recommendation for approval.

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

Approves the addition of the landscaping and signage guidelines, prepared by Urban Design Associates and LaQuatra Bonci Associates, for inclusion in the adopted Urban Design and Architectural Guidelines for the Herndon Transit-Oriented Core, including the attached "List of

Amendments to the Proposed Landscaping Guidelines for the Herndon Transit Oriented Core” and the “List of Amendments to the Proposed Signage Guidelines for the Herndon Transit Oriented Core.”

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia, authorizes staff to make certain revisions to the Urban Design and Architectural Guidelines for the Herndon Transit-Oriented Core, as amended, without prior Town Council approval for correction of clerical and administrative errors and updates of an administrative nature, excluding substantive changes.

List of Amendments to the Proposed Landscaping Guidelines for the HTOC

4/12/19

#	Location	Type	Comment
1	Page 31	new standard; add after "B"	"Public open spaces shall consist of a minimum of 30% softscapes to break up hardscaping and accommodate shade trees and other plants."
2	Page 3	map update	insert identifier labels for reference. Add "Herndon Parkway", "Van Buren Street", "Worldgate Drive", and "Herndon Metrorail Station"
3	Page 3	map update	include open space as approved with DP#17-01
4	Page 7, 8	sidewalk dimensions in plan view, section view, and axo view	Change sidewalk dimension label on eastern side of Van Buren Street to "5'-10' variable width" and include an asterisk or footnote. Then include the asterisk/footnote below the plan view stating..."the sidewalk shall be a minimum of 8' when the adjacent property is redeveloped by Special Exception or Development Plan."
5	Page 7,8	note arrangement	Convert the two existing notes below the plan view into a bulleted list that includes the new note regarding sidewalk width. The section view should be move the next page to fit this or the notes should be moved to the next page.
6	Page 7	bike lane label	change bike lane label to indicate 6' on the west side and 8' on the east side. Similar to how its labeled for Herndon Parkway.
7	Page 6,8,10,12,14	private building zone label	do not capitalize
8	Page 6,8,10,12,14	image caption	Capitalize street names.
9	Page 10	image caption	change to "Worldgate Drive"
10	Page 3	legend update	change "Alternative A Private Streets" to Private Streets. Change "Alternative B Private Streets" to "Private Street with Sugarland Run Trail"
11	Page 11	note after title	remove "Alternative A" from title
12	Page 11	in plan view	Add label for "10' min. brushed concrete sidewalk (20' lengths)".
13	Page 13	in plan view	change title to "Private Street with Sugarland Run Trail"
14	Page 13	note after title	add label in plan view referencing 60' lengths for brushed concrete sidewalks.
15	Page 17	title	remove title at top of page; this is a continuation from the previous page and is not needed.
16	Page 16	title	remove title at top of page; this is a continuation from the previous page and is not needed.

17	Page 16	first line	change to "Town of Herndon Streetscape Manual"
18	Page 16	3rd full paragraph, last line	"Town's Streetscape Manual".
19	Page 17	add additional page	after page 17; this new page would include a table identifying the specifications of the site furnishings to be used on private streets. See below:
20			Litter Receptacle Manufacturer: Forms & Surfaces or equal as approved by TOH Type: 36g Urban Renaissance, side opening, vertical pattern Color/Finish: Slate texture powdercoat Graphics: Custom Herndon graphics backer Use: At least one per block frontage, at all bus stops, at least one per 1000SF of off-street open space Placement: Paired with litter receptacles, at least 10' from any seating
21			Recycling Receptacle Manufacturer: Forms & Surfaces or equal as approved by TOH Type: 36g Urban Renaissance, side opening, vertical pattern Color/Finish: Azure texture powdercoat Graphics: Custom recycling graphics backer Use: At least one per block frontage, at all bus stops, at least one per 1000SF of off-street open space Placement: Paired with recycling receptacles, at least 10' from any seating
22			Bench Manufacturer: Forms & Surfaces or equal as approved by TOH Type: Cordia, backed or backless Primary Color/Finish: Extruded aluminum slats, slate texture powdercoat Accent Color/Finish: Jatoba Hardwood Slats, Slate Texture Powdercoat Use: At least two per block frontage along streets and at least two per 1000SF of off-street open space, at all transit stops Placement: at least 10' from any receptacle, under canopy tree or other source of shade to greatest extent possible

23		Bike Rack Manufacturer: Forms & Surfaces or equal as approved by TOH Type: Twist Color/Finish: Primary color required with optional accent colors. Primary to accent ratio is minimum of 3:1. - Slate texture powdercoat (primary) - Lime texture powdercoat (accent) - Azure texture powdercoat (accent) Use: At least two per block frontage, at all bus stops, at least two per 1000SF of off-street open space Placement: placed to ensure no obstruction of pedestrian access, coordinated with building entrances, high visibility and covered areas encouraged.
24		Private Street lights Manufacturer: TBD (in consultation with Dominion Energy) Luminaire: Carlyle Acorn (Dominion Energy Basic Option), Black finish Pole: Cast aluminum, Smooth round, Tapered, Black finish, 14' height limit Base: TBD (in consultation with Dominion Energy) Options: Internal glass refractor for light control Lights Source: LED 3500K Color Temperature Placement: Centered within the tree zone between curb and sidewalk
25	Page 15	in "D", first sentence Add "...crosswalks shall be used..."all intersections, curb cuts, <i>and at entrances into pedestrian passages</i> "
26	Page 25	promenade images remove drawings of Promenade; do not want to be prescriptive
27	Page 25	add additional page in place of drawings on page 25; include several precedent images of well designed quality promenade or similar open space designs.
29	Page 31	rewrite "E" rewrite to be less prescriptive. See below: Specific to the design of The Promenade:
		A unique community plaza space and pedestrian environment featuring appealing and engaging surface treatments and focal points, opportunities for passive recreation, areas for respite and programmable spaces. Accommodates emergency and service vehicle access.
		Full lighting is required and can be achieved by a diversity of illumination types. Most of the lighting shall be provided using overhead catenary fixtures. Additional lighting includes building façade accentuating fixtures, indirect tree uplighting, underside bench lighting, or other creative lighting measures that may be integrated into another features of the Promenade.

		All hardscaped areas shall be comprised of a variety of decorative pavers. The pavers shall be arranged to enliven the walking surface with different patterns and possible interactive or interpretative displays. The paver design may coordinate with the pavers used within the public and private streetscapes and relate to the location of building entrances along the Promenade.
		Softscape areas to include canopy trees, ornamental trees, and ground plantings shall cover at least 30% of The Promenade. Shade trees shall be used to the greatest extent possible. Native plant gardens, pollinator gardens, and/or stormwater retention planters are encouraged.
		A variety of amenities shall be integrated into the design of the Promenade and should include movable and fixed seating, café seating areas, kiosks for pop-up shops, temporary or permanent public art displays, wayfinding signage, movable and fixed planters, bicycle racks and/or shelters, interactive or interpretative displays.
		for the Promenade, the site furnishing specified for the private streets shall be used.
29	Page 38 planter detail	confirm whether this graphic was created by consultant; if not the caption should include a reference to the source.
30	Page 4, page 24 add language	in regards to incorporating focal points, historical references, and public art along/within connections and spaces to create a engaging environment and reinforce unique Herndon character.
31	Page 15 add language	add guideline for pet accommodations
32	Page 17 add language	under "Other Amenities" add language for drinking fountains and dog waste stations
33	Page 31 add language	add guideline for pet accommodations
34	Page 33 add language	for drinking fountains and dog waste stations

List of Amendments to the Proposed Signage Guidelines for the HTOC

4/12/19

#	Location	Type	Comment
1	Page 86	change language	"sign area shall be calculated in accordance with the <i>individual sign standards specified within this document</i> "
2	Page 90	add language	for "sign bands"; limit internal illumination to halo-lit
3	Page 90	add language	for "canopy sign" allow upper floor occupancy at lobby entrances. Limit to external lighting
4	Page 90	change title of sign type	to just "projecting sign"
5	Page 91	change title of sign type	change from "directory" to "freestanding". Remove option for placement on public street.
6	Page 91	change title of sign type	change from "feature signs" to "Blade Signs".
7	Page 91	change max height	increase "feature sign" placement height to 35'. Clarify that height is related to placement and not size of sign. Also clarify sign's vertical orientation.
8	Page 91	change language	for "door/window signs" change lighting to "not permitted"
9	Page 91	add language	for "plaques" limit one per business
10	Page 92	change language	for "monument signs"; allow on private streets as well
11	Page 92	change language	for "tower signs"; modify "Location": <i>At the top of tower building; visible from the Dulles Toll Road. On the south facing building elevation, left half of the east facing building elevation, or right half of the west facing building elevation.</i>
12	Page 92	change language	for "tower signs"; modify "Maximum Area for Sign": <i>250SF maximum for each sign when building is 14 stories or 180 feet in height. 150SF maximum for each sign when building is 6 stories or 80' in height.</i>
13	Page 92	add language	for "projecting banner signs": add standard for material - <i>durable exterior commercial grade fabric</i>
14	Page 93	in graphic captions	change "permitted locations" to "potential locations".

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JULY 9, 2019

Ordinance - to amend Chapter 78 (ZONING), Article V (Planned Development Districts), by adding Section 78-51.1, entitled PD-UR (Planned Development – Urban Residential), and amending Article VII (Use Regulations), Section 78-70.2 (Table of Permitted and Allowed Uses), Article VIII (Accessory Uses), Section 78-80.2 (Table of Permitted and Allowed Accessory Uses and Structures), Article X (Parking, Loading, and Circulation), Section 78-100.2 (Minimum Off-Street Parking and Loading Standards), Article XI (Development Standards), Section 78-110.4 (Perimeter Buffer Strip Landscaping Requirements), Article XIV (Signs), adding a new Section 78-141.7 (Sign Standards for Planned Development – Urban Residential District) to create a new residential zoning district to implement the recommendations and standards of the “Adaptive Areas – Residential” land use category as identified in the Herndon 2030 Comprehensive Plan.

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

1. Chapter 78, (ZONING) of the Herndon Town Code is amended and reenacted as follows.

Section 78-51.1. - PD-UR - Planned development urban residential district.

(a) *Purpose and intent. The intent of the PD-UR district is to encourage harmonious and creative new residential development that allows for a mix of housing types and create attractive and appropriate transitions between commercial, commercial mixed-use, and existing adjacent residential districts. PD-UR districts provide buffers to existing adjacent residential development while creating thoughtful interfaces with potential commercial redevelopment and mixed-use. The district regulations are designed to ensure cohesive residential developments that provide a diversity of housing types at different price points. PD-UR districts provide multimodal options and connections allowing residents to benefit from non-motorized vehicle connections to adjacent commercial areas and access to transit. PD-UR development will provide safe, well-integrated parking, circulation patterns, building massing, and appropriately located open spaces and site amenities. Applications for Zoning Map Amendments and Generalized Development Plans implement the policies of the Comprehensive Plan and adopted Small Area Plans. The following concepts should be addressed in applications in addition to the adopted policies.*

(1) *Housing Mix. Provisions in PD-UR are designed to encourage a variety of housing types. Density may be increased depending on the number of housing types provided in a proposed development. For the purposes of this Section, stacked townhouses and multi-family dwellings are considered different housing types. A single housing type must comprise 10 percent or more of the total number of units of the development to qualify for the “2 housing types” level of density identified in Table 78-51.1(e).*

(2) *Universal Design. Universal design is design for the whole population, for people with or without disabilities. Features of universal design should be incorporated into projects where feasible.*

(3) *Green Building and Site Design. Buildings should be designed and constructed to be energy efficient. For the purposes of this section, an energy efficient building is any building that meets the qualifications as described in Section 58.1-3221.2 of the Code of Virginia. Urban bio-retention solutions should be employed to reuse, infiltrate, and retain stormwater on-site.*

(b) *A PD-UR district may only be established in areas designated as “Adaptive Area – Residential” in the Town of Herndon 2030 Comprehensive Plan (2008).*

(c) *Principal uses. Table 78-51.1 (c)(4) lists uses permitted and allowed in the PD-UR district as principal uses. There may be additional regulations in this chapter and in the Herndon Town Code that apply to specific principal uses in the PD-UR district. It is the applicant’s responsibility to ensure that all published rules, regulations, and standards have been addressed in any application submitted for development approval. Definitions for uses and terms in this section may be found in Article XVIII. Other uses not listed on the following table are not allowed in the PD-UR district unless determined by the zoning administrator to be similar to a permitted use in accordance with provisions for unlisted uses, section 78-70.1(f).*

(1) *“P” permitted uses. A “P” in a cell indicates that a use category or use type is permitted by right in the respective zoning district, subject to compliance with the use-specific standards set forth in the final column of the table of principal permitted and allowed uses in PD-UR district, if any. Permitted uses are subject to all other applicable regulations of this chapter, including those set forth in Article XI, Development Standards, and Article VII, Use Regulations.*

(2) *“S” special exception uses. An “S” in a cell indicates that a use type is permitted by special exception in the respective zoning district, subject to compliance with the use-specific standards listed in the final column, of the table of principal permitted and allowed uses in PD-UR district, if any. Allowed uses are subject to all other applicable regulations of this chapter, including those set forth in Article XI, Development Standards, and Article VII, Use Regulations.*

(3) *“Z” allowed uses. A “Z” in a cell indicates that a use type is an allowed use in the respective planned development district, subject to approval as a planned development district Article V.*

(4) *Table of principal permitted and allowed uses in the PD-UR district.*

Table 78-51.1(c)(4): Principal Permitted and Allowed Uses PD-UR
KEY: P=Use Permitted By Right; S=Use Allowed Subject to Special Exception
Approval; Z=Use Allowed Subject to Zoning Map Amendment Approval
Uses may be subject to use specific standards as noted in the last column

USE CATEGORY	USE TYPE	PD- UR	See Supplemental Regulations
Residential	Single-family-Detached Dwelling	Z	§78-71.1
	Duplex Dwelling	Z	§78-71.1
	Townhouse Dwelling	Z	§78-71.1
	Quadruplex Dwelling	Z	§78-71.1
	Stacked Townhouse	Z	§78-71.1

	Multi-Family Dwelling	Z	§78-71.1
	Housing for the Elderly	Z	§78-71.1
Education	Childcare Center, Daycare Center or Preschool	Z	§78-71.2
Government Facilities	Government Buildings, Facilities and Uses not Otherwise Categorized	Z	§78-71.3
Personal Services and Retail Sales	Retail Sales	Z	§78-71.10
Commercial Utilities	Commercial Communication Tower, Freestanding	Z	§78-71.13

- (d) Accessory uses and structures. Table 78-51.1(d)(4) lists uses permitted and allowed in the PD-UR district as accessory uses. There may be additional regulations in this chapter and in the Herndon Town Code that apply to specific accessory uses and structures in the PD-UR district. It is the applicant's responsibility to ensure that all published rules, regulations and standards have been addressed in any application submitted for development approval. Definitions for uses and terms in this section may be found in Article XVIII. Other accessory uses not listed on the following table are not allowed in the PD-UR district unless determined by the zoning administrator to be similar to a permitted use in accordance with provisions for unlisted uses, section 78-70.1(f).
- (1) "P" permitted uses. A "P" in a cell indicates that an accessory use category or use type is permitted by right in the respective zoning district, subject to compliance with the use-specific standards set forth in the final column of the table of permitted and allowed accessory uses in PD-UR district, if any. Permitted accessory uses are subject to all other applicable regulations of this chapter, including those set forth in Article XI, Development Standards, and Article VIII, Accessory Use Regulations.
 - (2) "S" special exception uses. An "S" in a cell indicates that an accessory use type is permitted by special exception in the respective zoning district, subject to compliance with the use-specific standards listed in the final column of the table of permitted and allowed accessory uses in PD-UR district, if any. Allowed accessory uses are subject to all other applicable regulations of this chapter, including those set forth in Article XI, Development Standards, and Article VIII, Accessory Use Regulations.
 - (3) "Z" allowed uses. A "Z" in a cell indicates that an Accessory Use type is an allowed use in the respective planned development district, subject to approval as a zoning map amendment (section 78-155.1).
 - (4) Table of permitted and allowed accessory uses in the PD-UR district.

Table 78-51.1(d)(4): Permitted and Allowed Accessory Uses PD-UR
KEY: P=Use Permitted By Right; S=Use Allowed Subject to Special Exception Approval; Z=Use Allowed Subject to Zoning Map Amendment Approval
 Uses may be subject to use specific standards as noted in the last column

ACCESSORY USE	PD-UR	Supplemental Use Regulations
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<i>Accessory Food Preparation Area – Secondary Kitchen</i>	<i>S</i>	<i>§78-80.4(b)</i>
<i>Accessory Food Preparation – Wet Bar</i>	<i>P</i>	<i>§78-80.4(b)</i>
<i>Antennae of all kinds (except commercial communication towers, freestanding)</i>	<i>P</i>	<i>§78-80.4(c)</i>
<i>Bed and Breakfast Establishment</i>	<i>S</i>	<i>§78-80.4(d)</i>
<i>Home-Based Business, Including Daycare or Childcare</i>	<i>P</i>	<i>§78-80.5</i>
<i>Minor Utilities</i>	<i>P</i>	<i>78-80.4(m)</i>
<i>Features such as fences, walls, retaining walls, gate houses, trash enclosures, refuse containers, screening enclosures, storage sheds, and swimming pools</i>	<i>P</i>	<i>§78-80.3(c) §78-21(f) §78-114</i>

87

- 88 (e) *Dimensional Standards. Structures in the PD-UR zoning district are subject to the*
89 *dimensional standards set forth in Table 51.1(e).*

TABLE 78-51.1(e): PD-UR DIMENSIONAL STANDARDS	
STANDARD	ALL USES
<i>Density, Maximum</i>	
<i>1 housing type</i>	<i>15 dwelling units per acre</i>
<i>2 housing types</i>	<i>20 dwelling units per acre</i>
<i>Minimum District Size</i>	<i>2.5 acres</i>
<i>Minimum Open Space¹</i>	<i>20% of site</i>
<i>Minimum Space for Recreation</i>	<i>8% of site</i>
<i>Maximum Building Coverage</i>	<i>60% of site</i>
<i>Maximum Building Height</i>	<i>40' when located within 50' of a property zoned R-15, R-10, PD-R, or RTC; otherwise 50'</i>
<i>Required Minimum Setback</i>	<i>10' from public right-of-way; 5' from private right-of-way</i>
<i>Maximum Distance from Public Right-of-way</i>	<i>15'; may be increased to 40' to accommodate a landscaped park for no more than 30% of the linear frontage</i>
<i>Minimum Distance Between Buildings</i>	<i>18'</i>

<i>Minimum Distance between buildings and the boundaries of the development</i>	<i>18'</i>
<i>Minimum distance (feet) between paved surfaces and the boundaries of the development</i>	<i>Subject to buffer requirements in Article XI, development standards</i>
<i>¹Recreational areas may used to meet the minimum open space requirement up to a maximum of 10% of the site.</i>	

- (f) *Open space in PD-UR. Open space shall be provided as an asset to the development and not consist primarily of remnant sections of the development where buildings are unable to be located. Open space should be concentrated into functional areas to allow for pocket parks or common areas in the fronts of multiple buildings.*
- (1) *Open space for recreation shall consist of physical improvements to enable recreation and programmable spaces and may include, but is not limited to, playgrounds, fenced pet areas, swimming pools, bocce ball or volleyball courts, picnic shelters, lawn areas for activities, or common areas for the viewing of movies/films.*
- (g) *Site planning and building design in PD-UR. The following standards apply to sites and buildings within the PD-UR district:*
- (1) *Utilities. All mechanical equipment shall be located on the roof or incorporated into the façade of each unit. Gas and electric meters and other similar devices normally attached to the outside wall of the premises which they serve may continue to be installed.*
- (2) *Driveways. When provided, driveways must be a minimum of 18 feet in length exclusive of the apron or sidewalk. When no driveway is provided, aprons shall not exceed 3 feet. Parking on sidewalks is prohibited.*
- (3) *Mailboxes. Mailboxes, singular and collective shall not encroach into pedestrian sidewalks. Resident access to mailboxes shall not be from the street.*
- (4) *Streetscape Design. Public and Private streets within the development shall be designed and constructed in accordance with the Town of Herndon Streetscape Manual, unless as stated below.*
- a. *For any private street, tree grates with planting pits and spaced no more than 35 feet apart on-center may be used in lieu of a 5-foot vegetated verge.*
- b. *For any public street, a minimum 6-foot wide tree verge with canopy street trees no more than 35 feet apart on-center along back of curb and a minimum 6-foot sidewalk is required unless greater streetscape dimensional standards are required in the Town of Herndon Streetscape Manual.*

- (5) *Sidewalks. Sidewalks shall be provided along front building facades as well as along side facades abutting private or public streets. No portion of the sidewalk shall be used to meet the minimum dimensional requirements for off-street parking.*
- (6) *Inter-parcel and neighborhood connectivity. Site design shall accommodate for vehicle and pedestrian inter-parcel access. Publicly accessible sidewalks and trails may be required to establish inter-parcel access and connectivity between neighborhoods.*
- (7) *Screening of Parking. Surface parking and structured parking shall not be visible from a public right-of-way, with the exception of on-street parallel parking, which may be visible from a public right-of-way.*
- (8) *Building Orientation. Buildings shall be oriented to directly face the following:*
- (a) *Public rights-of-way.*
 - (b) *Internal private streets if not adjacent to a public right-of-way.*
 - (c) *Other building fronts when facing a common community amenity.*
- (9) *Multi-modal Accommodations. Bicycle parking shall be provided on site. In addition, any public right-of-way streetscape shall include at least two bicycle racks per block. If any public right-of-way includes a transit stop, the stop shall be improved with a decorative pocket park to accommodate transit stop amenities which shall include at least two bicycle racks, a recycling receptacle, a trash receptacle, at least one bench, and a bus shelter, in accordance with the Town of Herndon Streetscape Manual.*
- (10) *Bicycle Route Facilities. Bicycle route facilities shall be provided on-site in accordance with the Town's bicycle plan.*

Section 78-70.2 – Principal permitted and allowed uses.

Table 78-70.2(d): TABLE OF PERMITTED AND ALLOWED USES
KEY: P=Use Permitted By Right; S=Use Allowed Subject to Special Exception Approval;
Z=Use Allowed Subject to Zoning Map Amendment Approval

General Notes:

1. A blank cell means the use is prohibited in the district.
2. Uses may be subject to use specific standards as noted in the last column.
3. Any principal use allowed or permitted by right in this table is permitted by special exception in the Floodplain Overlay District, subject to section 78-60.2.

District Specific Notes:

* Uses in the PD-TD and PD-D districts are subject to specific comprehensive plan policies, design

objectives and/or site standards. See additional regulations in section 78-50.5 for the PD-D District and section 78-50.6 for the PD-TD District.

** For Permitted Uses in PD-TOC see section 78-50.7; For Permitted and Allowed Uses in PD-W see section 78-50.8.

146

USE CATEGORY	USE TYPE	Residential Districts				Business Districts				PD-R	PD-B	Planned Development District			Suppl Regs.
		R15	R10	R TC	RM	CC	CS	CO	O& LI			PD-TD PD-D	PD-UR	PD-TOC PD-W	
	Single-Family Detached Dwelling	P	P							Z		Z*	Z	**	§78-30.6, R-15, R-10, PD-R Only
	Duplex Dwelling			P						Z		Z*	Z	**	§78-30.6, R-15, R-10, PD-R Only
	Stacked Townhouse												Z	**	
	Townhouse Dwelling			P	P					Z		Z*	Z	**	§78-30.6, R-15, R-10, PD-R Only
Residential	Townhouse Rental Residential Development			P	P					Z				**	§78-30.6, R-15, R-10,

															PD-R Only
	Quadruplex Dwelling				P					Z		Z*	Z	**	§78-30.6, R-15, R-10, PD-R Only
	Multi-Family Dwelling within a Mixed-Use Building					P						p*		**	In CC, above 1st floor only, limit 2 per building
	Multi-Family Dwelling (including residential rental townhouses)				P					Z		Z*	Z	**	§78-30.6, R-15, R-10, PD-R Only
	Housing for the Elderly				P	P				Z		Z*	Z	**	§78-71.1
	Assisted Living for the Elderly and Persons with Disabilities				P					Z		Z*	Z	**	§78-71.1
	Group Home	P	P	P	P					Z		Z*		**	§78-71.1
	Childcare Center, Daycare Center or Preschool	S	S			S		S	S	Z	Z	Z*	Z	**	§78-71.2

Education	Post-Secondary Education and Career Schools							S	S		Z	Z*		**	§78-71.2
	School, Public or Private (K-12)	S	S					S		Z	Z	Z*		**	§78-71.2
Government Facilities	Government Buildings, Facilities and Uses not Otherwise Categorized	S	S	S	S	S	S	S	S	Z	Z	Z*	Z	**	§78-71.3
	Police Substation													**	§78-71.3
	Cemetery	S	S											**	§78-71.4
	Community Centers	S	S	S	S	S		S		Z	Z	Z*		**	§78-71.4
	Convalescent Home							S			Z			**	§78-71.4

147

148

Personal Services and Retail Sales	Health Care Laboratory							P	P	P	P	Z		**	§78-71.10
	Mailing and Packing Service							S	P	S	P	Z	Z*	**	§78-71.10
	Personal Services, General							P	P	S		Z	Z	Z*	§78-71.10
	Pharmacy							P	P	P		Z	Z*	**	§78-71.10
	Product Repair and Services							P	P	S	P	Z	Z*	**	§78-71.10
	Retail Sales							P	P	S		Z	Z*	Z	§78-71.10

	School of Special Instruction					S	P	S	P	Z	Z	Z*		**	§78-71.10
	Other Personal Services and Retail Sales Uses					P	P	S				Z	Z*	**	§78-71.10

149

150

Commercial Utilities	Commercial Communication Tower, Freestanding	S	S	S	S	S	S	S	S	Z	Z	Z*	Z	**	\$78-71.13
	Electrical Substation						S		S		Z			**	\$78-71.13
	Telecommunication Switching Station						S		S		Z			**	\$78-71.13
	Utility-Related Maintenance and Storage Yards						S		S					**	\$78-71.13

151

152

153 Section 78-80.2 – Table of permitted and allowed accessory uses and structures.

	Table 78-80.2(dc): TABLE OF PERMITTED AND ALLOWED ACCESSORY USES & STRUCTURES KEY: P=Use Permitted By Right; S=Use Allowed Subject to Special Exception Approval; Z=Use Allowed Subject to Zoning Map Amendment Approval													
	Notes: 1. A blank cell means the use is prohibited in the district; 2. Uses may be subject to use specific standards noted in the last column. ** For Permitted Accessory Uses in PD-TOC see section 78-50.7; For Accessory Uses Permitted and Allowed in PD-W see section 78-50.8													
	Residential Districts				Business Districts					Planned Development District				Supp'l Reqs.
ACCESSORY USE	R 15	R 10	R TC	RM	CC	CS	CO	O& LI	PD-R	PD-B	PD-TD	PD-UR	PD-TOC	See Section

											PD-D		PD-W	
Accessory Dwelling Unit	S	S	S						Z				**	§78-80.4(a)
Accessory Food Preparation Area - Secondary Kitchen	S	S	S		S				S		S	S	**	§78-80.4(b)
Accessory Food Preparation - Wet Bar	P	P	P	P	P	P	P	P	P	P	P	P	**	§78-80.4(b)
Antennae of all kinds (except commercial communication towers, freestanding)	P	P	P	P	P	P	P	P	Z	Z	Z	Z	**	§78-80.4(c)
Bed and Breakfast Establishment	S	S									S	S	**	§78-80.4(d)
Car/Vehicle Rental						S		S		S	S		**	§78-80.4(e)
Car/Vehicle Used Sales								S					**	§78-80.4(g)
Car/Vehicle Wash (accessory to other automotive uses)						P		S					**	§78-80.4(f)
Caretaker or Security						P		P					**	§78-80.4(h)

Guard's Residence														
Commercial Communication Towers, Freestanding	S	S	S	S	S	S	S	S	Z	Z	Z		**	§78-71.13(d)(2)
Daycare Center, Childcare Center or Pre-School					S	S	S	S	Z	Z	Z		**	§78-80.4(i)
Drive-Through Service						S		S		Z			**	§78-80.4(j)
Financial Institutions, Accessory					P	P	P	P		Z	Z		**	§78-80.4(k)
Home-Based Business, Including Daycare or Childcare	P	P	P	P					Z		Z	Z	**	§78-80.5
Keeping of Livestock													**	§78-80.4(l)
Minor Utilities	P	P	P	P	P	P	P	P	Z	Z	Z	P	**	§78-80.4(m)
Mobile Food Unit Preparer, Full Service					P	P	P	P		P	P		**	§78-80.4(t)
Mobile Food Unit Dispenser, Limited Service													**	Chap. 14, Art. III, Town Code

Outdoor Restaurant Seating					P	P	P	P	Z	Z	Z		**	§78-80.4(n)
Outdoor Storage (as an accessory use)						P		P					**	§78-80.4(o)
Outdoor Display of Products for Sale					P	P					Z		**	§78-80.4(p)
Parapets, Penthouses for Equipment and Other Roof Structures				P	P	P	P	P		Z	Z		**	§78-80.3(d)
Recreational Vehicle Parking and Storage of Individually-Owned Vehicles	P	P	P	P					Z				**	§78-80.4(q)
School Uses in Conjunction with, and on the same site as, Religious Institution	S	S			S			S	Z	Z	Z		**	§78-80.4(r)
Social Service and Similar Community Service Uses	S	S	S	S	S	S							**	§78-80.4(s)
Features such as Fences, Walls, Retaining Walls, Gate Houses, Trash	P	P	P	P	P	P	P	P	P	P	P	P	**	§78-80.3(c) §78-21(f)

Enclosures, Refuse Containers, Screening Enclosures, Storage Sheds, and Swimming Pools														
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Section 78-100.2 – Minimum off-street parking and loading standards.

- (a) *Minimum number of parking spaces required in R-15, R-10, RTC, RM, CS, CO, O&LI, PD-R, PD-B, PD-W, PD-UR zoning districts.* Unless otherwise expressly stated in this chapter, off-street parking spaces in the R-15, R-10, RTC, RM, CS, CO, O&LI, PD-R, PD-B, PD-W, PD-UR zoning districts shall be provided in accordance with Table 78-100.2(a): Minimum Off-Street Parking Standards, below:

TABLE 78-100.2(a): MINIMUM OFF-STREET PARKING STANDARDS FOR R-15, R-10, RTC, RM, CS, CO, O&LI, PD-R, PD-B, PD-W, PD-UR ZONING DISTRICTS

USE TYPE	REQUIRED NUMBER OF SPACES
RESIDENTIAL USE CATEGORY	
Single-Family Detached Dwelling	Public Street Frontage: 2 spaces per dwelling unit with frontage on a public street;
	Private Street Frontage: 3 spaces per dwelling unit with frontage on a private street.
Duplex and Townhouse Dwellings and Stacked Townhouse	2.33 spaces per dwelling unit
Multi-Family Dwellings	Efficiency/Studio Unit: 1 space per unit
	One Bedroom Unit: 1.5 spaces per unit
	Two Bedrooms or more: 2 spaces per unit

Housing for the Elderly	1.5 spaces per dwelling unit, plus .25 per dwelling unit for visitors.
Assisted Living for the Elderly and Persons with Disabilities and Convalescent Homes for Long and Short-Term Care	1 space per 4 beds, plus 1 space for each 2 employees, plus 1 space for each doctor assigned to the facility per shift.
Group Home	1 space per four beds, plus 1 space for each 2 employees.
Bed and Breakfast Establishment	1 space per guestroom, in addition to the dwelling's required parking spaces.

Section 78-110.4 – Perimeter buffer strip landscaping requirements.

- (e) *Perimeter buffer strip requirements not adjacent to public-right-of-way.* The following buffer requirements and buffer classifications shall apply to property boundaries that are not adjacent to public rights-of-way.

(3) Buffer types, widths and materials. Buffer types and landscape materials are prescribed in Table 78-110.4(3)(a). The width of the buffer strip and type of buffer required between zoning districts are prescribed in Table 78-110(e)(3)(b), landscape buffer classifications. ~~In developments where land is subdivided for lots other than those parcels to be developed for single family detached or duplex dwelling units, the required buffer shall include land contained within lots for individual dwelling units.~~

		TABLE 78-110.4(e)(3)b.: TYPE AND AMOUNT OF LANDSCAPE BUFFER MATERIAL REQUIRED WHEN NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY (KEY: Letter = Buffer Type per Table 78-110.4(e)(3)a.; Number = Minimum Buffer Width, in feet; n/a=No Buffer)												
ZONING DISTRICTS		ZONING OF ADJOINING PROPERTY												
		R-15	R-10	RTC	RM	CC	CS	CO	O&LI	PDR	PD-B	PD-D	PD-UR	PD-W
ZONING OF PROPERTY	R-15	n/a	n/a	A-10	A-10	B-10	B-10	B-10	B-10	A-10	B-10	B-10	A-10	B-10

SUBJECT TO
DEVELOPME
NT
APPROVAL

R-10	n/a	n/a	A-10	A-10	B-10	B-10	B-10	B-10	A-10	B-10	B-10	A-10	B-10
RTC	A-15	A-15	A-10	A-10	B-10	B-10	B-10	B-10	A-10	B-10	B-10	A-10	B-10
RM	A-15	A-15	A-15	A-10	B-10	B-10	B-10	B-10	A-10	B-10	B-10	A-10	B-10
CC	C-25	C-25	C-25	C-25	n/a	n/a	n/a	n/a	C-25	n/a	n/a	A-10	n/a
CS	C-15	C-15	C-15	C-15	D-7.5	D-7.5	D-7.5	D-7.5	C-15	D-7.5	D-7.5	C-15	D-7.5
CO	C-15	C-15	C-15	C-15	D-7.5	D-7.5	D-7.5	D-7.5	C-15	D-7.5	D-7.5	C-15	D-7.5
O&LI	C-20	C-20	C-20	C-20	D-7.5	D-7.5	D-7.5	D-7.5	C-20	D-7.5	D-7.5	C-15	D-7.5
PD-R	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15	B-15
PD-B	C-15	C-15	C-15	C-15	D-7.5	D-7.5	D-7.5	D-7.5	C-15	D-7.5	D-7.5	C-15	D-7.5
PD-D	C-15	C-15	C-15	C-15	n/a	n/a	n/a	n/a	C-15	n/a	n/a	n/a	n/a
PD-UR	A-10	A-10	A-10	A-10	A-10	A-10	A-10	A-10	A-10	A-10	A-10	n/a	A-10
PD-W	C-15	C-15	C-15	C-15	D-7.5	D-7.5	D-7.5	D-7.5	C-15	D-7.5	D-7.5	C-15	D-7.5

Examples for Selecting the Correct Landscape Buffer:

1. A property owner wants to locate a convenience store in the CS zoning district, adjacent to land that zoned R-10. The convenience store property would be required to include a Landscape Buffer Class "C" of 15 feet in width along the boundary shared with the R-10 property. Within the Buffer Class "C", the property owner would be required to place one canopy tree every 25 linear feet, plus one evergreen tree every 25 feet, plus one ornamental or understory tree every 50 linear feet, and to construct a masonry wall

of six feet in height.

2. A developer wants to locate an office building in the O&LI district, adjacent to land zoned PD-B. The office building property would be required to include a Landscape Buffer Class "D" of 7.5 feet in width along the boundary shared with the PD-B property. Within the Buffer Class "D", the developer would be required to place one canopy tree every 30 linear feet, and evergreen tree every 30 linear feet, one ornamental or understory tree every 50 feet. If the developer chooses to provide a fence, it must permit maximum visibility between the O&LI property and the PD-B property.

Section 78-141.7. – Sign standards for planned development – urban residential (PD-UR) district.

<i>Type</i>	<i>Freestanding</i>	<i>Temporary</i>
<i>Number</i>	<i>1 per street frontage</i>	<i>1 per street frontage</i>
<i>Size</i>	<i>24 SF Max.</i>	<i>12 SF Max.</i>
<i>Height</i>	<i>6' Max.</i>	<i>If freestanding: 6' Max</i>
<i>Location</i>	<i>5' Min. from ROW</i>	<i>If freestanding: 5' from ROW; if wall: No more than 10' high on building</i>
<i>Illumination</i>	<i>Halo-lit or Indirect Lit</i>	<i>None</i>
<i>Duration</i>	<i>Unlimited</i>	<i>60 Days</i>

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

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to consider Special Exception SE #19-04, to allow a vocational school in an existing office space on a property zoned CO, Commercial Office, district.

WHEREAS, the applicant, Rev. Leonard Chukwujiokwe, has submitted for a special exception to permit a vocational school in an existing office space located at 1037 Sterling Road, Suite 101 and identified as Fairfax County Tax Map # 0161 22 0028G

WHEREAS, vocational schools are permitted in this zoning district subject to the approval of a special exception; and

WHEREAS, the Planning Commission has reviewed this application and has held a public hearing in accordance with the provisions of §15.2-2204 of the State Code; and

WHEREAS, following the public hearing, the Planning Commission recommended that the application be approved with conditions based upon the finding that the proposed use meets the purpose and intent of the Zoning Ordinance, in particular Section 78-155.3; and

WHEREAS, the Town Council has conducted a public hearing and has reviewed the Planning Commission recommendations.

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

Approves Special Exception Application SE #19-04, in accordance with the conditions set forth below to achieve compliance with the standards found in Section 78-155.3;

- A. **Substantial conformity.** The site shall be developed and maintained in substantial conformance with the special exception plan dated March 19, 2019 and March 29, 2019.
- B. **Permitted use.** The use shall be limited to a vocational school and the existing by-right office use.

- C. **Number of students.** The number of students at the site shall not exceed five students at any one time.
- D. **Hours of operation.** Classes shall not be held before 8 a.m. or after 10 p.m. on any day of the week.
- E. **Occupancy.** A new occupancy permit issued by the Building Official and reviewed based on the two uses must be obtained prior to the start of any classes. The total number of people in all offices of Suite 101 may not exceed that which is shown on the occupancy permit.
- F. **Inspection.** The property owner and tenant shall allow Town officials to inspect the property during reasonable hours upon prior notice.
- G. **Expiration.** This Special Exception shall not run with the land and shall expire under the following conditions(s):
 - i. A discontinuance of the use for which the special exception was granted for a continuous 12-month period;
 - ii. Failure to commence operation of the use within 12 months of approval of the special exception;
 - iii. A change in substantial ownership of possession of the subject land.
- H. **Revocation.** Any violation of the aforementioned conditions or other sections of the Herndon Town Code shall be grounds for revoking the special exception pursuant to the manner described in Section 78-155.3(h) of the zoning ordinance.

This resolution by its terms shall be effective on and after the date of its adoption.



SITE LOCATION - AERIAL PHOTO

Case: SE #19-04 - 1037 Sterling Road Ste 101

TOWN OF
Herndon



Photo prepared by Town of Herndon
Department of Community Development
Image source: Fairfax County GIS

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to Authorize the Reserve of FY 2019 Funding for On-going Operations & Maintenance and Capital Projects and for Outstanding Encumbrances at June 30, 2019.

WHEREAS, the Town of Herndon closes its fiscal year on June 30, 2019; and

WHEREAS, the FY 2019 Annual Budget and subsequent amendments to the annual budget authorized and appropriated various monies for specific activities which were expected to be concluded at the close of the fiscal year; and

WHEREAS, it is the intent of the Town Council to reserve, encumber and re-appropriate these funds into the next fiscal year; and

WHEREAS, the staff has reviewed the various accounts and balances and recommends the establishment of the encumbrances and reserves as listed on the attached Schedules.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby establishes and re-appropriates the reserved or encumbered amounts for the fiscal year ended June 30, 2019, as listed on the attached Schedules.

BE IT FURTHER RESOLVED that this resolution is effective retroactively to June 30, 2019.

Schedule 1 – Operations & Maintenance Reserves

Fund	Department	Account Number	Amount	Type	Description of Project
General Fund	Parks & Recreation	0010331-420730	\$ 18,000	O&M	Herndon Festival - acquisition and on-going replacement of festival equipment for the new location.
General Fund	Finance	0010550-420150	30,000	O&M	Professional Services - Financial Advisors, Consultant for CIP project
General Fund	Community Development & Planning	0010660-421130	14,300	O&M	Office space expansion
General Fund	Town Attorney	0010990-420150	10,000	O&M	Professional Services related to Downtown/Comstock
General Fund	Town Attorney	0010990-421130	13,600	O&M	Office build out and computer for new Assistant Town Attorney
Total			<u>\$ 85,900</u>		

Schedule 2 – Capital Reserves

Fund	Account Number	Description	Amount
Capital Projects Fund	0150880-491710	Stream Restoration	\$ 200,000
Capital Projects Fund	0150884-491530	Bldg Major Maint	25,485
Capital Projects Fund	0150885-491050	Gateway/Wayfinding	86,656
Capital Projects Fund	0150885-491860	Bicycle Facilities/Accommodations	62,000
Capital Projects Fund	0150886-491420	East Elden Street Improvements	45,600
Capital Projects Fund	0150886-491470	Herndon Pkwy - Spring St. to Fairfax County Pkwy	1,549,000
Capital Projects Fund	0150886-491630	New Sidewalk Construction	684,607
Capital Projects Fund	0150886-491650	Elden-Center St Intersections	1,830,000
Capital Projects Fund	0150886-491740	Herndon Pkwy/Van Buren St. Intersection Improvements	2,883,802
Capital Projects Fund	0150886-491780	Trails to Herndon Metro	967,558
Capital Projects Fund	0150886-491790	Multi-modal Access to Herndon Metro	2,105,391
Capital Projects Fund	0150886-491800	Sterling Rd/Herndon Pkwy Intersection Improvements	197,138
Capital Projects Fund	0150886-491810	Van Buren St/Herndon Parkway North	3,949,739
Capital Projects Fund	0150886-491830	Elden/Monroe Intersection Improvements	1,923,965
Capital Projects Fund	0150886-491840	Van Buren St/Herndon Pkwy to South Town Line	2,630,000
Capital Projects Fund	0150886-491910	Traffic Signal Uninterrupted Power	150,000
Capital Projects Fund	0159999-490080	Storm Drainage Improvements	226,330
Capital Projects Fund	0159999-490190	Streetlight Installations	146,343
Capital Projects Fund	0159999-490360	Bready Park Tennis Court Renovations	264,619
Capital Projects Fund	0159999-490650	Downtown Streets/Improvements	576,959
Capital Projects Fund	0159999-490670	Downtown Utility Undergrounding	2,514,776
Capital Projects Fund	0159999-491900	Parking & Arts Center	500,000

Schedule 2 – Capital Reserves

Fund	Account Number	Description	Amount
General Fund	0010889-480030	Capital Equipment	\$ 62,096
Golf Fund	0070422-480030	Capital Equipment	22,400
Golf Fund	0070423-480020	Clubhouse Reonvoation	30,000
Information Systems Fund	0160225-480380	Energov Implementation	39,072
Information Systems Fund	0160770-480430	Police Radio Replacement	840,000
Water & Sewer Fund	0020887-480020	Folly Lick Upsizing	348,126
Water & Sewer Fund	0020887-480190	Sugarland Run Lining	190,000
Water & Sewer Fund	0020887-481100	SCADA	25,000
Water & Sewer Fund	0020888-480020	Center St Water Main Replacement & Third St Tank Painting	245,000
Downtown Parking Fund	0080885-480320	Downtown Parking	100,000

Total Reserves by Fund:

Capital Projects Fund	\$ 23,519,967
General Fund	147,996
Golf Fund	52,400
Information Systems Fund	879,072
Water & Sewer Fund	808,126
Downtown Parking Fund	100,000

Schedule 3 – Estimated Outstanding Encumbrances at June 30, 2019, by Fund

General Fund	\$1,688,000
Water & Sewer Fund	1,625,000
Chestnut Grove Cemetery Fund	13,250
Capital Projects Fund	1,236,000
Information Systems Fund	74,000

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JULY 9, 2019

Ordinance- to Amend the Fiscal Year (FY) 2020 Adopted Budget by recognizing the outstanding encumbrances and authorized reserved amounts for FY 2019 as appropriated amounts for FY 2020.

Recital

In adopting this ordinance, the Town Council has considered the Town Manager's recommended budget modifications as described in Attachment A, FY 2020 Budget Amendment Number 1.

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia, that the financial adjustments to the FY 2020 budget, as described in Attachment A, FY 2020 Budget Amendment Number 1 to this ordinance, are hereby approved. This ordinance shall be effective on and after the date of its adoption.

**TOWN OF HERNDON, VA
FY 2020**

BUDGET AMENDMENT NUMBER 1

The following appropriations and revenue sources are proposed for amendment:

GENERAL FUND

Increase Expenditure Appropriations:	
Estimated Outstanding Encumbrances at June 30, 2019	\$1,688,000
Authorized Reserves at June 30, 2019	<u>147,996</u>
Total General Fund Appropriation Increase:	<u>\$1,835,996</u>
Increase Revenue Account Budget:	
General Fund Designated Reserves:	<u>\$1,835,996</u>

WATER & SEWER FUND

Increase Expenditure Appropriations:	
Estimated Outstanding Encumbrances at June 30, 2019	\$ 1,625,000
Authorized Reserves at June 30, 2019	<u>808,126</u>
Total Water & Sewer Fund Appropriation Increase:	<u>\$2,433,126</u>
Increase Revenue Account Budget:	
Water and Sewer Fund Designated Reserves:	<u>\$2,433,126</u>

CHESTNUT GROVE CEMETERY FUND

Increase Expenditure Appropriations:	
Estimated Outstanding Encumbrances at June 30, 2019	\$13,250
Authorized Reserves at June 30, 2019	<u>0</u>
Total Chestnut Grove Cemetery Fund Appropriation Increase:	<u>\$13,250</u>
Increase Revenue Account Budget:	
Cemetery Fund Designated Reserves:	<u>\$13,250</u>

GOLF COURSE FUND

Increase Expenditure Appropriations:	
Estimated Outstanding Encumbrances at June 30, 2019	\$ 0
Authorized Reserves at June 30, 2019	<u>52,400</u>
Total Golf Course Fund Appropriation Increase:	<u>\$52,400</u>
Increase Revenue Account Budget:	
Golf Course Fund Designated Reserves:	<u>\$52,400</u>

(continued)

DOWNTOWN PARKING ENTERPRISE FUND

Increase Expenditure Appropriations:

Estimated Outstanding Encumbrances at June 30, 2019	\$ 0
Authorized Reserves at June 30, 2019	<u>100,000</u>
Total Downtown Parking Fund Appropriation Increase:	<u>\$100,000</u>

Increase Revenue Account Budget:

Downtown Parking Enterprise Fund Designated Reserves:	<u>\$100,000</u>
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CAPITAL PROJECTS FUND

Increase Expenditure Appropriations:

Estimated Outstanding Encumbrances at June 30, 2019	\$ 1,236,000
Authorized Reserves at June 30, 2019	<u>23,519.967</u>
Total Capital Projects Fund Appropriation Increase:	<u>\$24,755.967</u>

Increase Revenue Account Budget:

Capital Projects Fund Designated Reserves:	<u>\$24,755.967</u>
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INFORMATION SYSTEMS IMPROVEMENT FUND

Increase Expenditure Appropriations:

Estimated Outstanding Encumbrances at June 30, 2019	\$ 74,000
Authorized Reserves at June 30, 2019	<u>879.072</u>
Total Information Systems Improvement Fund Appropriation Increase:	<u>\$953.072</u>

Increase Revenue Account Budget:

Information Systems Improvement Fund Designated Reserves:	<u>\$953.072</u>
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TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to authorize a license to Vivacity DC, Inc. to use designated public property in the downtown for the installation and maintenance of equipment and facilities for public use in accordance with the Pilot Program Agreement dated June 12, 2018 and as thereafter amended.

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

1. The Town Council approves a license agreement dated June 30, 2019 between Vivacity DC, Inc. and the Town of Herndon. The license allows Vivacity DC, Inc. to install and maintain specified equipment and facilities within town property and rights-of -way located in the downtown. The license agreement may contain other necessary terms and is on file in the office of the Town Attorney.
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.

LICENSE BETWEEN THE TOWN OF HERNDON AND VIVACITY DC, INC.
FOR USE OF THE DESIGNATED PUBLIC PROPERTY
AND PUBLIC RIGHT-OF-WAY

THIS NONEXCLUSIVE LICENSE ("License") is dated this ____ day of _____, 2019, by and between the Town of Herndon, a Virginia municipal corporation (Town) and Vivacity DC, Inc. ("Vivacity") a Delaware corporation. The Town and Vivacity shall be referred to collectively hereinafter as the "Parties".

WHEREAS, the Town is a municipal corporation organized under the laws of the Commonwealth of Virginia, and

WHEREAS, the parties have entered into a Pilot Project Agreement dated June 12, 2018 and amended December 11, 2018 for the installation of equipment and facilities and provision of services to the Town and its inhabitants, and

WHEREAS, Vivacity has received approval of its site plan TP 19-02 and now desires the Town approve the use of certain designated public property and public rights-of-way ("Property") of the Town to install and maintain facilities as specified in TP 19-02 and this License, and

WHEREAS, the Town, as a municipal corporation has the authority and statutory obligation to regulate the use of the public property and public rights-of-way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of TP 19-02 and this License; and

WHEREAS, the License is not a grant of any special private privilege or sale of public property; the parties hereby agree to the following terms and conditions:

Section 1. TERM OF LICENSE

The term of this license shall commence on the date of approval by the Town Council and shall end upon the revocation by either party but in no event shall this license extend beyond June 30, 2021.

Section 2. CONSIDERATION

The consideration herein is as described in the Pilot Project Agreement dated June 12, 2018, as amended (Exhibit A), attached and incorporated by reference.

Section 3. FACILITIES LOCATION, INSTALLATION AND OPERATION

All facilities and equipment authorized by this License to be placed and constructed, shall be located in accordance with TP 19-02 (Exhibit B) and the associated route map (Exhibit C), attached and incorporated by reference.

The installation of Vivacity's equipment and facilities shall be performed in a workmanlike manner with minimal disruption to the general public, the Town, Town facilities, Town property, existing tenants and adjoining property owners.

Vivacity shall install and operate its equipment and facilities in a manner which shall not cause technical interference to Town or other licensees with tenancies pre-dating that of the Vivacity's, and shall comply with all federal, state and local regulations governing the installation and operation of the equipment and facilities.

Section 4. DAMAGE TO PUBLIC FACILITIES

If Vivacity shall, in the construction, operation, replacement, maintenance, removal or repair of its equipment and facilities, damage any pavement, street, alley, trees, sidewalk, sewer, water or other pipe or other public property (collectively Public Facilities)

belonging to the Town, Vivacity shall promptly repair the same at its own cost and expense.

Vivacity shall immediately notify the Town Manager and the appropriate public safety agency (e.g., fire department) of any damage or injury to any Public Facilities caused by work authorized pursuant to the license.

Section 5. INDEMNIFICATION

Vivacity shall indemnify the Town, its officers, officials and employees (for purposes of this Section only, collectively the Town), and shall hold the Town harmless from liability on account of injury, death or damage to persons or property arising out of construction, improvement, removal, maintenance, repair or operations of its facilities. If suit shall be brought against the Town, either independently or jointly with Vivacity, Vivacity will defend, indemnify and hold the Town harmless in any such suit, at the cost of Vivacity. If a final judgment is obtained against the Town, either independently or jointly with Vivacity, Vivacity will pay the judgment, including all costs and attorney fees and will hold the Town harmless therefrom. The indemnity, however, shall not apply to claims for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence or the willful misconduct or other intentionally wrongful acts or omissions of the Town, its agents or employees.

Section 6. LOSS AND DAMAGE

Save for the negligent acts or omissions of Town, its agents, employees or contractors, Town shall not be liable for any damage to property of Vivacity located on the the property or for loss or damage to any property of Vivacity or of others by theft or otherwise. Town shall not be liable for any injury, death, or damage to any persons or

property resulting from fire, explosion, steam, electricity, water, rain, snow or leaks from any part of the installation sites or from the street or sub-surface or from any other place.

Section 7. ASSIGNMENT AND TRANSFER OF INTEREST

This Franchise is not assignable or transferable without the express written permission of the Town.

**Section 8. REMOVAL OF FACILITIES UPON EXPIRATION OR
TERMINATION**

Unless released by the Town, Vivacity shall remove all its facilities from the property in accordance with paragraph 7 of the Pilot Project Agreement as amended.

Section 9. NOTICES

Any notice to be given under this License shall be mailed or delivered to the Town of Herndon, Attention: Town Manager, Lynn St., Herndon, Virginia 20170 and to Vivacity, Inc. 204 South Union St., Alexandria, Virginia 22314 by registered or certified mail, if mailed, return receipt requested, with postage prepaid.

Vivacity DC, Inc.

By: 
Authorized Representative

Name: Danny Bottoms

Title: President + CEO

Date:

27 June 2019

TOWN OF HERNDON,
VIRGINIA

By:

Name: Lisa C. Merkel
Title: Mayor

ATTEST:

Town Clerk

Approved as to Form:

Vivacity License Agreement

Exhibit "A"

Pilot Project Agreement, as amended

TOWN OF HERNDON, VIRGINIA

RESOLUTION

DECEMBER 11, 2018

Resolution- to approve and authorize the Mayor to sign an Amendment to the Pilot Project Agreement between Vivacity DC, Inc., and the Town of Herndon, Virginia (Resolution 18-G-31) adopted on June 12, 2018

WHEREAS, the Town of Herndon and Vivacity DC, Inc., desire to amend the Pilot Project Agreement in order to extend the project delivery date from December 31, 2018 to six (6) months from the date the Town approves all permits necessary to effectuate the Agreement and to extend the initial agreement termination date from December 31, 2020 to two (2) years following the Delivery Date, in any event no later than June 30, 2021.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia, that the Mayor of the Town of Herndon, Virginia, is authorized to sign and deliver this amendment on such form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.

This is certified to be a true and accurate copy of Resolution 18-G-69 adopted at a legally convened meeting of the Town Council of the Town of Herndon on December 11, 2018.


Margie C. Facci, Deputy Town Clerk

Attached for reference is the Pilot Project Agreement dated June 12, 2018 b/n Vivacity DC, Inc. and the town; Exhibit A – Evaluation Criteria and the First Amendment to Vivacity Pilot Project Agreement dated December 11, 2018.

PILOT PROJECT AGREEMENT

Vivacity DC, Inc. ("Vivacity"), a Delaware corporation, with a principal place of business at 204 South Union Street, Alexandria, VA, 22314 and the Town of Herndon, Virginia with a principal place of business at 777 Lynn Street, Herndon, VA, 20170 ("Herndon") hereby enter into this Pilot Project Agreement (the "Agreement") on the 12th day of June, 2018, (the "Effective Date"). Vivacity and Herndon wish to evaluate smart city technologies and services together in a pilot project and agree to the following terms to govern their relationship.

Objectives. The parties agree to explore the impact of installing aesthetically-pleasing remote controlled LED lights equipped with radio communications and Internet-of-Things ("IoT") sensor equipment in a jointly defined area of downtown within the Town of Herndon. This upgraded infrastructure has the potential to reduce the town's electricity and maintenance costs, provide free public Wi-Fi, improve mobile coverage, improve public safety, enhance economic development, and count pedestrian traffic. The specific criteria for the pilot project are specified in Exhibit A (the "Evaluation Criteria") which will be evaluated at the end of the Initial Term.

1. **Term and Termination.** The Initial term (the "Initial Term") shall commence on the Effective Date and terminate on December 31, 2020. At the end of the Initial Term, the term shall automatically renew for successive one (1) year terms. After the Initial Term, this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. If a party is in default of this Agreement, the other party shall provide thirty (30) days written notice of such default and notice of intent to terminate, and the non-defaulting party shall have the right to terminate the Agreement if the defaulting party does not cure such default within the thirty (30) day notice period.

2. **Vivacity Responsibilities.** Vivacity shall lead the pilot project and serve as the Town's contractor to provide (i) design, engineering, construction and project management services to build an integrated fiber optic cable (the "Fiber Cable") and wireless network (the "Wireless Network") capable of delivering smart city services within a jointly defined area of the downtown area in the Town of Herndon (such area, the "Network"); (ii) replacement of approximately 10 existing street light poles with LED smart poles (the "Smart Poles") and LED upgrades to approximately 30 existing street lights within the Network (the "LED Streetlights" and each individual bulb within an LED Streetlight, an "LED Bulb"); (iii) implementation of a remote monitoring and management system for the new street lights; (iv) a public WiFi network based on the Network; (v) an electric vehicle charging station; (vi) IoT sensors for other smart city services; (vii) smart poles designed for small cells; (viii) operations and maintenance of the Network and its associated services. In the course of performing its responsibilities hereunder, Vivacity shall comply with all applicable federal, state and local regulations and review requirements as set forth by such regulations.

3. **Herndon Responsibilities.** Herndon shall support the pilot project through (i) providing timely information and decision-making during the design and engineering phase; (ii) timely processing of permits and approvals required for construction of the Network; (iii) access to town infrastructure, including existing street lights, conduit, and power facilities; (iv) electrical services to the replaced and upgraded street lights; and (v) any required authorizations for Vivacity to sell services using the Network to third parties.

4. **Costs and Fees.** Each party shall bear their own costs to perform their responsibilities under this Agreement. After the Network has been constructed, Herndon shall pay to Vivacity a monthly fee equal to \$15.00 per month per Smart Pole, and \$5.40 per month per LED Bulb.
5. **Delivery and Operation.** Vivacity will use commercially reasonable efforts to deliver the Network by December 31, 2018, subject to Herndon's grant of a right of way license to Vivacity. Upon reasonable notice by Vivacity, Herndon shall provide access to its infrastructure and rights-of-way for the Network. Vivacity reserves the right to interrupt the services using the Network for repair and maintenance, and will use commercially reasonable efforts to coordinate with Herndon to minimize any impact.
6. **Reporting Obligations.** Both parties will promptly notify each other of any project issues, defects or delays. The parties will meet periodically to review and discuss the progress and status of the pilot project and its performance. Once per month, Vivacity shall provide to Herndon a written report, which shall contain data and metrics based on evaluation criteria set forth in Exhibit A.
7. **Ownership.** Vivacity shall hold title and ownership of the Fiber Cable, Wireless Network, and Smart Poles envisioned to be installed pursuant to this Agreement. Herndon shall hold title and ownership to the LED Streetlights. Vivacity will apply for a right of way license from Herndon for construction and maintenance of the Network before initiating any work. Vivacity and Herndon acknowledge and agree that either on or before the date equivalent to five (5) years from the Effective Date of this Agreement, Herndon may grant to Vivacity a franchise agreement, and if Herndon elects not to grant such franchise agreement to Vivacity, Vivacity shall, at the end of the five (5) year period, have the right (but not the obligation) to remove the Fiber Cable, Wireless Network and Smart Poles, and Herndon shall reasonably assist Vivacity as requested to facilitate such removal. In the event that Vivacity elects not to remove the foregoing, Vivacity shall assign ownership of the Fiber Cable, Wireless Network and Smart Poles to Herndon. For clarity, such assignment of ownership does not grant Herndon a continuing right to use the Licensed Software, unless such rights are granted in a separate agreement executed by the parties. .
8. **Software.** Vivacity grants Herndon a limited, non-exclusive, non-transferable license to use software needed to use the infrastructure installed for the pilot project (the "Licensed Software") during the term of this Agreement. The Licensed Software shall include an online dashboard, which shall provide Herndon with the status of the LED Streetlights. Herndon has no claim to ownership in any Licensed Software. Herndon agrees not to copy, reverse engineer, decompile, disassemble, sell, lease, or license the Licensed Software, and not to create, write or develop any derivative works or other software based on Licensed Software.
9. **Disclaimer.** HERNDON UNDERSTANDS THAT VIVACITY AND ITS LICENSORS AND SUPPLIERS MAKE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE NETWORK OR THE PILOT PROJECT SERVICES CONTEMPLATED, AND HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING PERFORMANCE, THE IMPLIED WARRANTY OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY.
10. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS OR SAVINGS, OR LOSS

OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

11. Compliance. Vivacity and its licensors and suppliers shall use the standard of care in its industry to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

12. Reference and Marketing Herndon agrees to act as a reference for potential Vivacity customers. The parties will mutually agree on any additional marketing activities.

13. General Provisions. The parties will provide notices required under this Agreement in writing and deliver them by personal delivery, certified mail, or courier to the addresses provided herein. This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A. without regard to conflict of laws principles. This Agreement may not be amended except in writing executed by both parties. If a term of this Agreement is found to be illegal, invalid or unenforceable in any way, then that term will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remainder of this Agreement will remain unchanged. Either party's failure to enforce any term of this Agreement is not a waiver of that term. This Agreement does not create any agency, partnership, or other form of joint enterprise between the parties. Neither party may assign this Agreement without first obtaining the other party's approval. The prevailing party in any dispute related to this Agreement may recover its reasonable fees and costs. This Agreement represents the entire understanding of the parties regarding the subject matter, and supersedes any and all other prior or contemporaneous agreements, whether written or oral.

We agree to these terms and have executed this Agreement as of the Effective Date.

Vivacly DC, Inc.

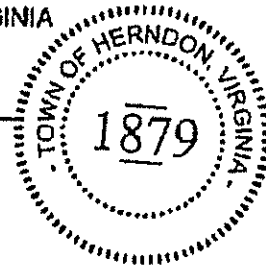
By: Donald A. Doering
Authorized Representative
Name: Donald A. Doering
Title: Treasurer
Date: 6/4/18

TOWN OF HERNDON, VIRGINIA

By: Lisa C. Merkel

Lisa C. Merkel

Mayor



ATTEST:

Vivian L. Wellerghaus
Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts
Lesa J. Yeatts
Town Attorney

EXHIBIT A - EVALUATION CRITERIA

Description	Success	Failure
(i) design and install aesthetically pleasing light poles integrated with radio and sensor equipment	Installation and operation of functional lighting control system that enhances citizen and visitor experience	Lights that do not work or generate substantial complaints from community
(ii) replace current lights in downtown area and bike path with LED lights	Installation and operation of functional lighting control system that enhances citizen and visitor experience	Lights that do not work or generate substantial complaints from community
(iii) document cost savings of LED lights and remote management system	Documented reduced costs of LED lights and management system	Inability to document cost reduction; cost increase
(iv) document reduction in carbon emissions from switching to LED lights with dynamic dimming capabilities and ambient light sensors	Documented reduced carbon emissions from LED lights	Inability to document reduction; emissions increase
(v) improve mobile coverage	Improved mobile coverage	Decreased mobile coverage
(vi) understand public safety impacts from using lighting and blue button calling feature	Documented use of blue button and effectiveness of response	Lack of evaluation; ineffective response
(vii) understand changes in maintenance response times and reduction in costs for streetlights	Outage reporting integrated into city workflow; reduced response times; lower overall maintenance costs	Increased response times; increased maintenance costs
(viii) improve the visitor experience and street-level retail capabilities by providing free public Wi-Fi, and speakers, thus positively impacting economic development	Use of public Wi-Fi	Limited or no adoption of public Wi-Fi
(ix) provide the town with accurate data on pedestrian flow	Provide accurate data that is utilized by town	Inability to provide accurate, impactful, or useful data
(x) understand cost and usage of electric vehicle charging station	Installation and operation of functional electric vehicle charging system	System that does not work; no use of charging station

FIRST AMENDMENT TO VIVACITY PILOT PROJECT AGREEMENT

THIS FIRST AMENDMENT dated December 11, 2018 is hereby made to the Agreement dated June 12, 2018 by and between the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation ("Town") and VIVACITY DC, INC., ("Vivacity").

1. This amendment authorizes the change of the termination date as stated in paragraph 1 regarding Term and Termination from December 31, 2020 to two (2) years following the Delivery Date, in any event no later than June 30, 2021.
2. This amendment authorizes the change of the delivery date as stated in paragraph 5 regarding Delivery and Operation from December 31, 2018 to six (6) months from the date the Town approves all permits necessary to effectuate the Agreement.
3. Except as specifically amended or modified herein, the terms and conditions of the Agreement will remain in full force and effect through the term, including this extension of the term.

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

Vivacity DC, Inc.

By: [Signature]
Authorized Representative

Name: John Siegel

Title: President

Date: 12/18/18

TOWN OF HERNDON, VIRGINIA

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



ATTEST:

[Signature]
Acting Town Clerk

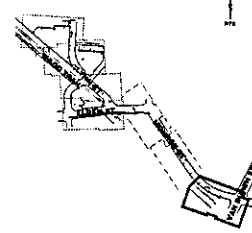
APPROVED AS TO FORM:

[Signature]
Lesa J. Yeatts
Town Attorney

Vivacity License Agreement

Exhibit “B”

Site Plan TP #19-02



AMT LLC
4000 20th Avenue NW, Suite 100
Seattle, WA 98107
206.461.1000
www.amtllc.com



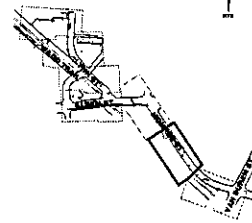
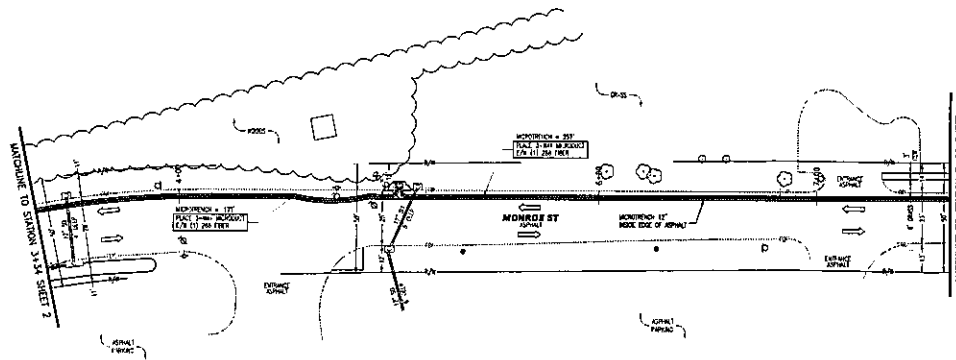
**SMART CITY
INFRASTRUCTURE PLAN**
TOWN OF HENDERSON

TN-1-01

CONCLUSION

SHEET 2 OF 28

	FIBER RUNNING LINE EXISTING LIGHT POLE 12" X 12" HAND-HOLE FLOWABLE F.R.A.
	BOD REMOVE / RESET BRICK SIDEWALK



SUMMARY OF WORK (THIS SHEET)-
 INSTALL FIBER TO SUPPORT SMART POLES
 LAND DISTURBANCE = 37 SF
 FLOWABLE FILL = 38 SF
 BAY CUT = 425 LF
 SOD = 37 SF

LEGEND

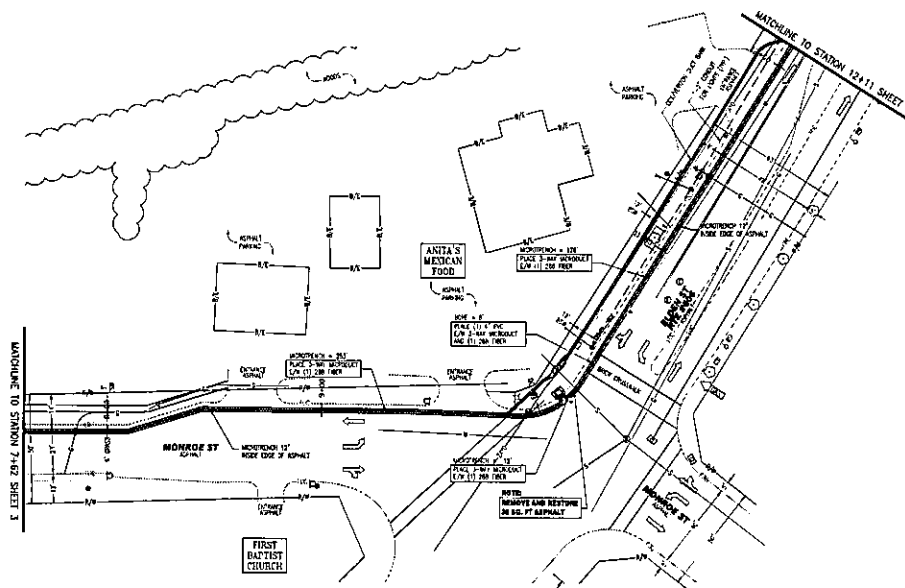
- FREE RUNNING LINE
- EXISTING LIGHT POLE
- 12" X 12" HANDHOLE
- FLOWABLE FILL
- SOD
- REMOVE / RESET BRICK BURNING



SMART CITY INFRASTRUCTURE PLAN

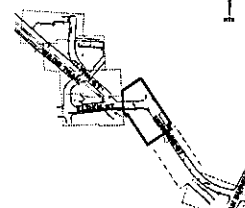
TN-1-02

SHEET 1 OF 2



LEGEND

- FIBER RUNNING LINE
- EXISTING LIGHT POLE
- 12' x 12' MANHOLE
- FLOWABLE FILL
- BOD
- REMOVE / RESET BACK ROADWAY



SUMMARY OF WORK (THIS SHEET)-
 PUTTALL FIBER TO SUPPORT SMART POLES
 EXIST DISTURBANCE = 20
 FLOWABLE FILL = 37 SF
 REMOVE RESET BLOCK SIDEWALK = 20 SF
 SAW CUT = 441 LF

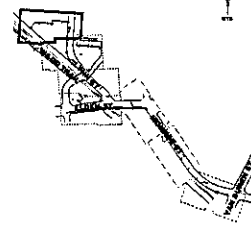


SMART CITY INFRASTRUCTURE PLAN

TN-1-03

PLAN NUMBER

SHEET 4 OF 28



INSTALL FIBER TO SUPPORT SMART POLES
INSTALL 2 NEW SMART POLES (L-17)
INSTALL ELECTRIC VEHICLE CHARGING STATION (EV1)
INSTALL NEW RECEPTACLES FOR VENTING = 2
INSTALL BYNDED VAULT FOR SMART POLES = 1
LAND DISTURBANCE = 963 SF
FLOWABLE FILL = 11 SF
REMOVE RESET BRICK SIDEWALK = 237 SF
SOD = 381 SF
PLANTER = 345 SF
SAW CUT = 126 LF

- | | |
|-----|--|
| (A) | 2 nd EXT CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (B) | 2 nd EXT CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (C) | 4 th SCH 40 PVC CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (D) | 2 nd SCH 40 #3 AND THREE COPPER CONDUCTORS
1 - #4 AND THREE COPPER GROUND |
| (E) | 4 th SCH 40 PVC CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (F) | SCH 40 #3 AND THREE COPPER CONDUCTORS
1 - #4 AND THREE COPPER GROUND |
| (G) | 4 th SCH 40 PVC CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (H) | 2 nd SCH 40 #3 AND THREE COPPER CONDUCTORS
1 - #4 AND THREE COPPER GROUND |
| (I) | 4 th SCH 40 PVC CONDUIT
1 - #6 AND THREE COPPER CONDUCTORS
2 - #6 AND THREE COPPER GROUND
#6 AND THREE COPPER GROUND |
| (J) | 2 nd SCH 40 #3 AND THREE COPPER CONDUCTORS
1 - #4 AND THREE COPPER GROUND |

 FIBER RUNNING LINE

 EXISTING LIGHT POLE

 NEW/REVISED LIGHT POLE WITH LED ACRONYM/TRAFFIC

 POT HOLE

 NEW/REVISED POT HOLE WITH LED ACRONYM/TRAFFIC

 STREET LIGHT POLE

 NEW/REVISED STREET LIGHT POLE WITH LED ACRONYM/TRAFFIC

 CAMERA POLE

 NEW/REVISED CAMERA POLE WITH LED ACRONYM/TRAFFIC

 BOLLARD

 NEW/REVISED BOLLARD WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

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 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

 NEW/REVISED ELECTRICAL CONDUIT WITH LED ACRONYM/TRAFFIC

 ELECTRICAL CONDUIT

SMART CITY INFRASTRUCTURE PLAN

TN-1-06

SHEET 7 OF 28

Pole #	Pole	Lighting	Smart City Functionality
L1	New	New LED	LED On/Off Dim, Push Blue, Camera, Wi-Fi, Small Cell
L2	New	New LED	LED On/Off Dim, Wi-Fi, Small Cell
L3	Existing	New LED	LED On/Off Dim, Speaker
L4	Existing	New LED	LED On/Off Dim, Speaker
L5	New	New LED	LED On/Off Dim, Speaker, Wi-Fi, Small Cell
L6	Existing	New LED	LED On/Off Dim, Speaker
L7	Existing	New LED	LED On/Off Dim, Speaker
L8	N/A	N/A	N/A
C9	Existing	N/A	Traffic Signal equipped with Camera, People Counter, Wi-Fi, Small Cell
L10	New (at grade)	New LED	LED On/Off Dim
L11	New (at grade)	New LED	LED On/Off Dim, Wi-Fi
L12	New (at grade)	New LED	LED On/Off Dim, Wi-Fi, Small Cell
L13	New (at grade)	New LED	LED On/Off Dim, Small Cell
EV1	N/A	N/A	Electric Vehicle Charger

SITE PLAN POLE SUMMARY

LED-A852/LED-A855

LED CONVOLUTION

NEW TO ORDER: LED-A854 & LED-A856

Model	Wattage	Beam Angle	Mounting	Height	Weight
LED-A852	150W	120°	Standard	10' - 12'	15 lbs
LED-A855	150W	120°	Standard	10' - 12'	15 lbs

Features & Specifications:

- LED Technology: 150W, 120° Beam Angle
- Mounting: Standard, 10' - 12' Height
- Weight: 15 lbs
- Material: Aluminum
- Finish: Powder Coat
- Warranty: 5 Years

StenbergLighting

IS27/LED OMEGA SERIES

LED

Examples:

- IS27/LED Omega (150W)
- IS27/LED Omega (100W)
- IS27/LED Omega (50W)

Options:

- IS27/LED Omega (150W)
- IS27/LED Omega (100W)
- IS27/LED Omega (50W)

StenbergLighting

LED ACORN RETROFIT

StenbergLighting

NEW TO ORDER: LED-A854 & LED-A856

Model	Wattage	Beam Angle	Mounting	Height	Weight
LED-A854	150W	120°	Standard	10' - 12'	15 lbs
LED-A856	150W	120°	Standard	10' - 12'	15 lbs

Features & Specifications:

- LED Technology: 150W, 120° Beam Angle
- Mounting: Standard, 10' - 12' Height
- Weight: 15 lbs
- Material: Aluminum
- Finish: Powder Coat
- Warranty: 5 Years

StenbergLighting

LED PENDANT FIXTURE

StenbergLighting

NEW TO ORDER: LED-A854 & LED-A856

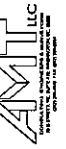
Model	Wattage	Beam Angle	Mounting	Height	Weight
LED-A854	150W	120°	Standard	10' - 12'	15 lbs
LED-A856	150W	120°	Standard	10' - 12'	15 lbs

Features & Specifications:

- LED Technology: 150W, 120° Beam Angle
- Mounting: Standard, 10' - 12' Height
- Weight: 15 lbs
- Material: Aluminum
- Finish: Powder Coat
- Warranty: 5 Years

StenbergLighting

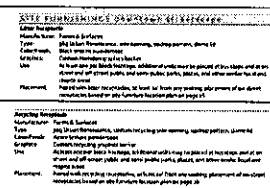
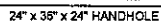
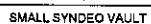
STREETLIGHT POLE



SMART CITY
POLE & ELECTRIC VEHICLE DETAILS

TN-5-01

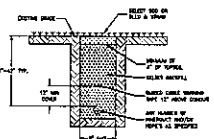
SHEET 8 OF 28



ALL RECEPTACLES USED FOR VENTING WILL BE NEW AND THE CAPACITY OF THE STANDARD URN WILL NOT BE REDUCED

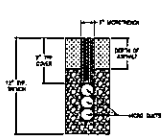
TRASH AND RECYCLE RECEPTACLES



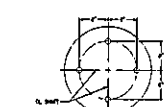
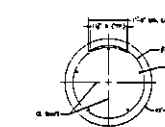
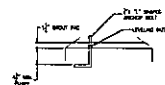
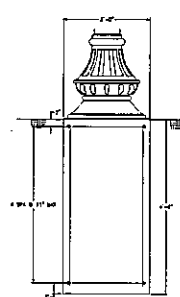


TYPICAL MICROTRENCH PROFILE

1. ALL BASEMENT WALLS SHALL BE REINFORCED BY THE USE OF REINFORCING BARS. REINFORCING BARS SHALL BE PLACED IN THE WALLS AT 12" ON CENTER.
2. ALL BASEMENT WALLS SHALL BE REINFORCED BY THE USE OF REINFORCING BARS. REINFORCING BARS SHALL BE PLACED IN THE WALLS AT 12" ON CENTER.
3. ALL BASEMENT WALLS SHALL BE REINFORCED BY THE USE OF REINFORCING BARS. REINFORCING BARS SHALL BE PLACED IN THE WALLS AT 12" ON CENTER.
4. ALL BASEMENT WALLS SHALL BE REINFORCED BY THE USE OF REINFORCING BARS. REINFORCING BARS SHALL BE PLACED IN THE WALLS AT 12" ON CENTER.
5. ALL BASEMENT WALLS SHALL BE REINFORCED BY THE USE OF REINFORCING BARS. REINFORCING BARS SHALL BE PLACED IN THE WALLS AT 12" ON CENTER.

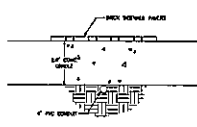


TYPICAL MICROTRENCH PROFILE

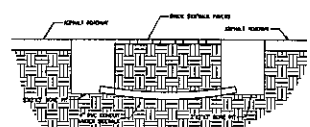


NOTES:
CONCRETE SHALL HAVE A MINIMUM 28 DAY $f'_c = 3000$ PSI.
REINFORCING SHALL HAVE $f_y = 60,000$ PSI.
IF DIAMETER ANCHOR BOLT SHALL BE ASTM F1554 GRADE 36 ON APPROVED EQUIVALENT.
THE FOUNDATION HAS BEEN DESIGNED FOR A 3000 WINDMISTON SERIES LIGHT POLE. LIGHT POLE SHALL BE A PERMANENT STYLE LIGHT. IT MAY BE HEIGHT WITH A MAXIMUM SHUNT DIAMETER OF 6". LIGHT POLE ASSEMBLY HAS BEEN DESIGNED TO BE 125 POUNDS. IF THE ACTUAL WEIGHT EXCEEDS THIS, NOTIFY THE ARCHITECT.
LIGHT POLE SHALL BE STRAIGHT/VERTICAL. MUST APPEAR ON CANOPY CASE. STYLE LIGHT SUPPORTS SHALL NOT BE ATTACHED TO THE LIGHT POLE.
AFTER LEVELING THE BASE ON THE LEVELING MATS, FILL THE SPACE BETWEEN THE BASE PLATE AND THE CONCRETE WITH A NON-SHRINK GROUT.
FOUNDATION HAS BEEN DESIGNED FOR A WIND SPEED OF 120mph AND IN ACCORDANCE WITH ASCE 7-10.

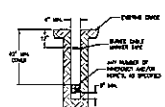
LIGHT POLE SHIRT DETAIL
SCALE: 1/4" = 1'-0"



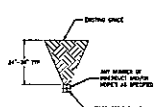
CONDUIT CROSSING BRICK CROSSWALK



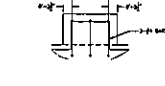
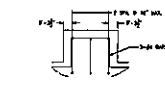
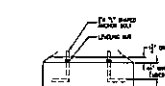
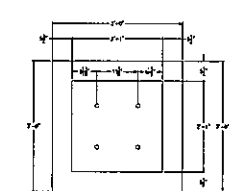
CONDUIT CROSSING BRICK CROSSWALK



TYPICAL 'A' PLAN VIEW



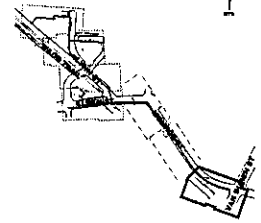
TYPICAL 'B' PLAN VIEW



NOTES:
CONCRETE SHALL HAVE A MINIMUM 28 DAY $f'_c = 3000$ PSI.
REINFORCING SHALL HAVE $f_y = 60,000$ PSI.
IF DIAMETER ANCHOR BOLT SHALL BE ASTM F1554 GRADE 36 ON APPROVED EQUIVALENT.
THE FOUNDATION HAS BEEN DESIGNED FOR A 3000 WINDMISTON SERIES LIGHT POLE. LIGHT POLE SHALL BE A PERMANENT STYLE LIGHT. IT MAY BE HEIGHT WITH A MAXIMUM SHUNT DIAMETER OF 6". LIGHT POLE ASSEMBLY HAS BEEN DESIGNED TO BE 125 POUNDS. IF THE ACTUAL WEIGHT EXCEEDS THIS, NOTIFY THE ARCHITECT.
LIGHT POLE SHALL BE STRAIGHT/VERTICAL. MUST APPEAR ON CANOPY CASE. STYLE LIGHT SUPPORTS SHALL NOT BE ATTACHED TO THE LIGHT POLE.
AFTER LEVELING THE BASE ON THE LEVELING MATS, FILL THE SPACE BETWEEN THE BASE PLATE AND THE CONCRETE WITH A NON-SHRINK GROUT.
FOUNDATION HAS BEEN DESIGNED FOR A WIND SPEED OF 120mph AND IN ACCORDANCE WITH ASCE 7-10.

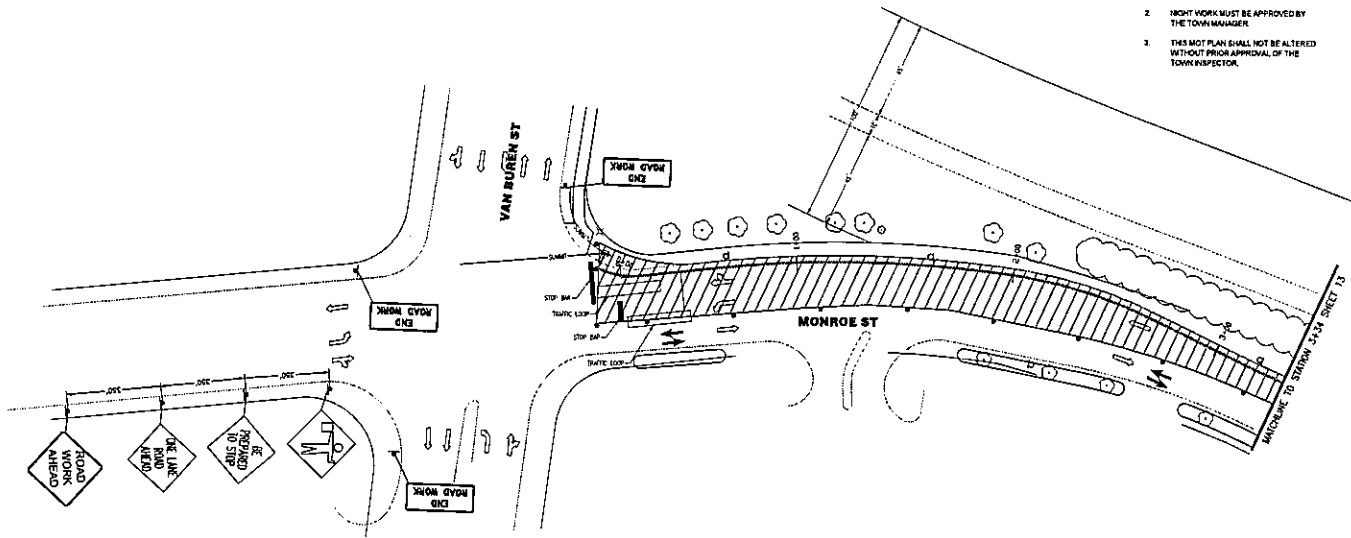
LIGHT POLE FOOTING DETAIL
SCALE: 1/4" = 1'-0"

MOT PLAN PHASE 1



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR



LEGEND

- CONES
- DRUMS
- PROPOSED SIGN POST
- FLOW ARROW
- WORK ZONE



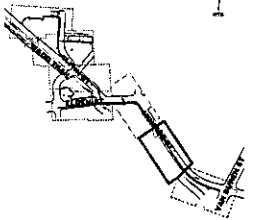
SMART CITY
MOT PLAN PHASE 1

TN-6-01

PLAN NUMBER

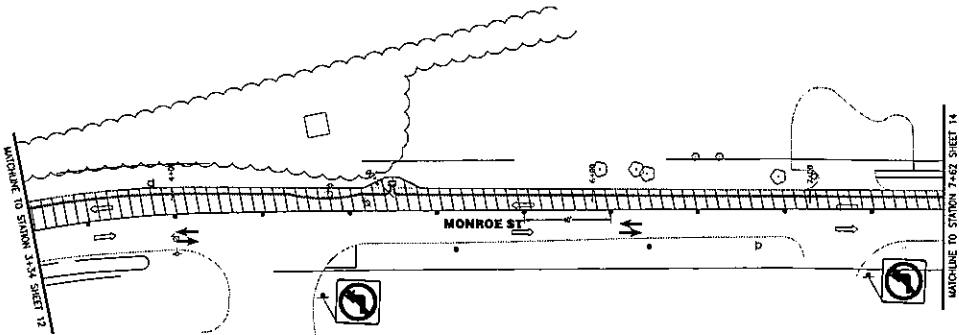
SHEET 12 OF 28

MOT PLAN PHASE 1



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR.

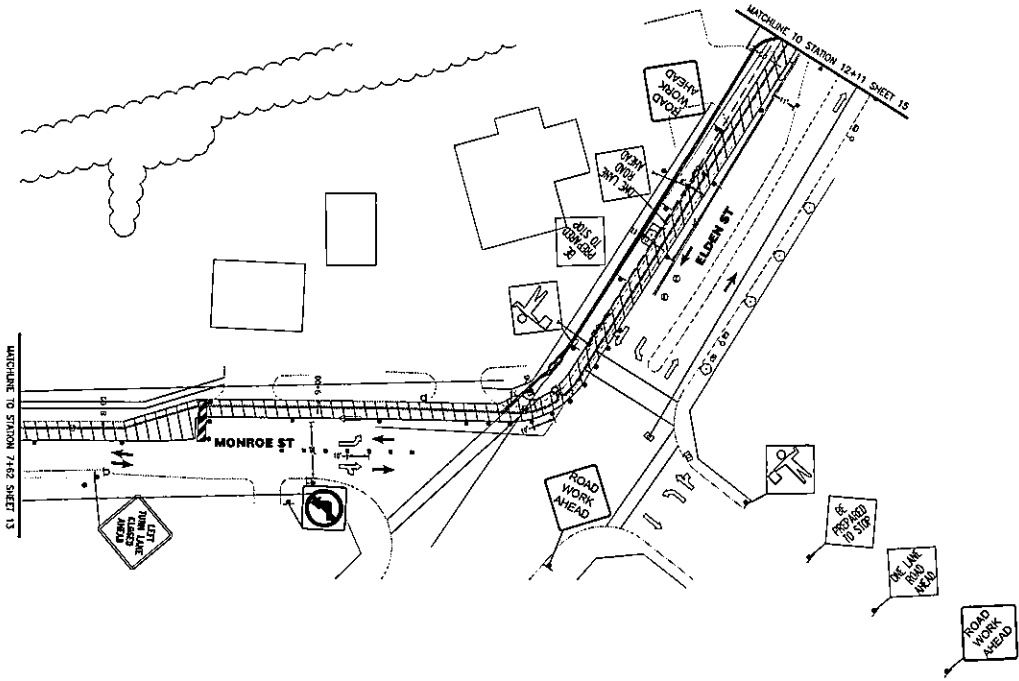
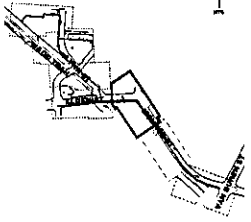


LEGEND

- CONES
- BARRELS
- ➔ PROPOSED SIGN POST
- ➔ FLOW ARROW
- ▨ WORK ZONE

		SMART CITY MOT PLAN PHASE 1 PLANNING & DESIGN	TN-6-02 PLAN NUMBER
--	--	---	--

MOT PLAN PHASE 1



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER.
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR.

LEGEND

- COLES
- DRUMS
- PROPOSED SIGN POST
- PLAN ARROW
- TYPE B BARRICADE
- WORK ZONE

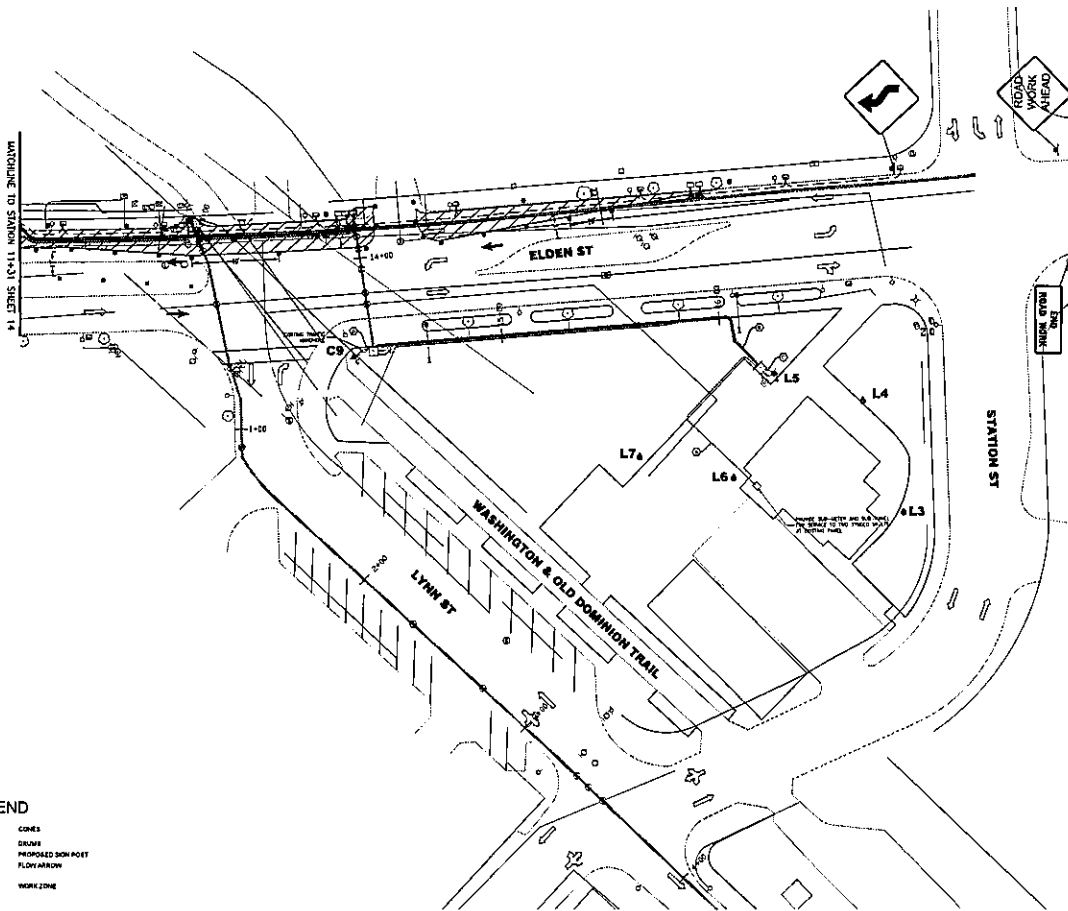


SMART CITY
MOT PLAN PHASE 1

TN-6-03

SHEET 14 OF 28

MOT PLAN PHASE 1



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR



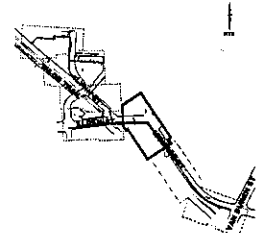
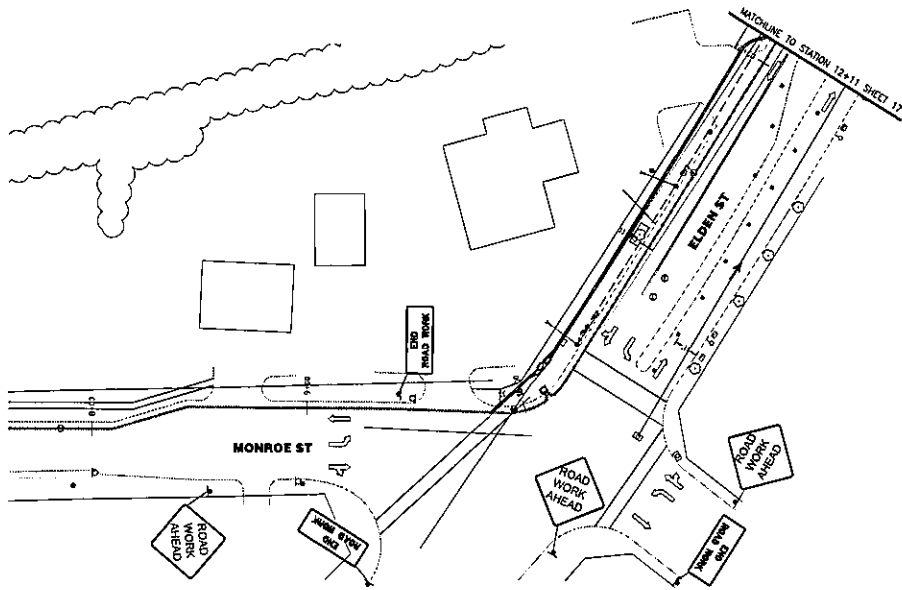
SMART CITY
MOT PLAN PHASE 1
TOWN OF CLAYTON, TENNESSEE

TN-6-04

PLAN NUMBER

SHEET 19 OF 28

MOT PLAN PHASE 2



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR

LEGEND

- CONE
- SIGN
- PROPOSED NON-POST FLOW ARROW
- TYPE II BARRIER
- WORK ZONE

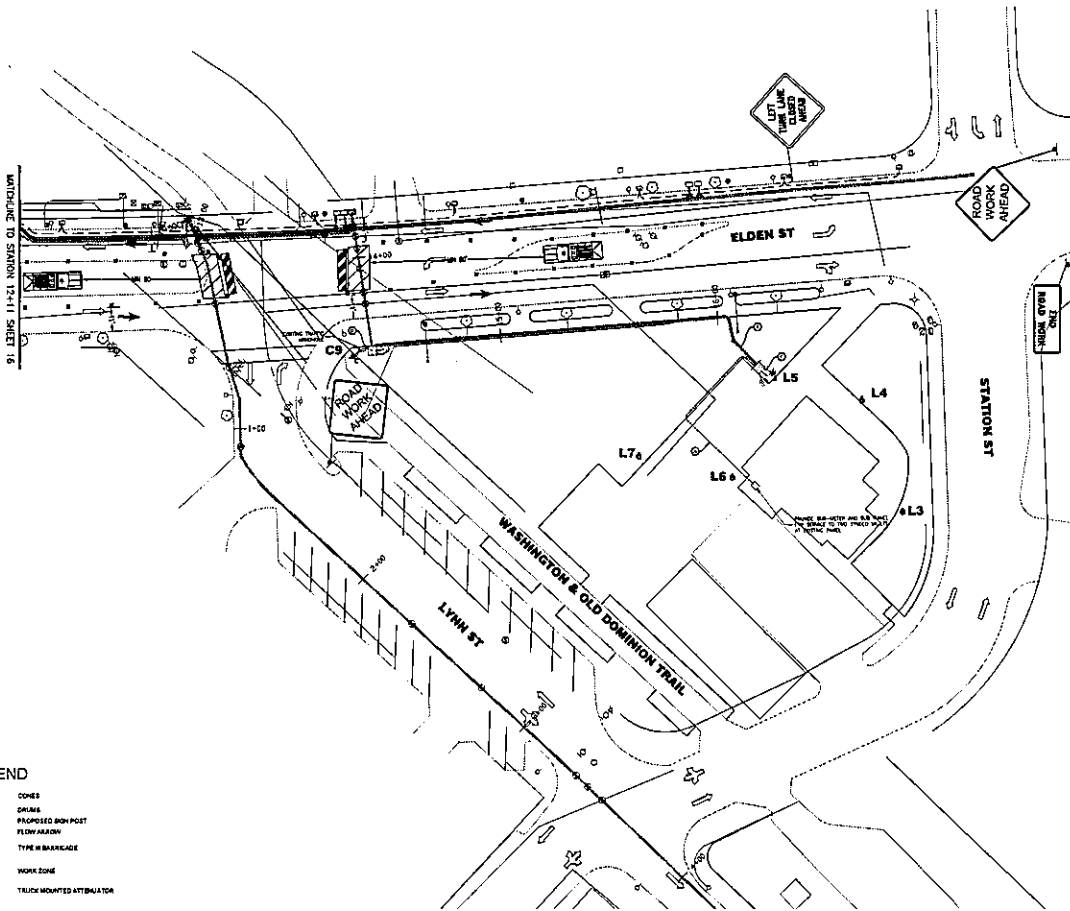


SMART CITY
MOT PLAN PHASE 2

TN-6-05

SHEET 16 OF 26

MOT PLAN PHASE 2



LEGEND

- CONES
- DRUMS
- PROPOSED SIGN POST
- FLOW ARROW
- TYPE H BARRIER
- WORK ZONE
- TRUCK MOUNTED ATTENUATOR

NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM.
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER.
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR.



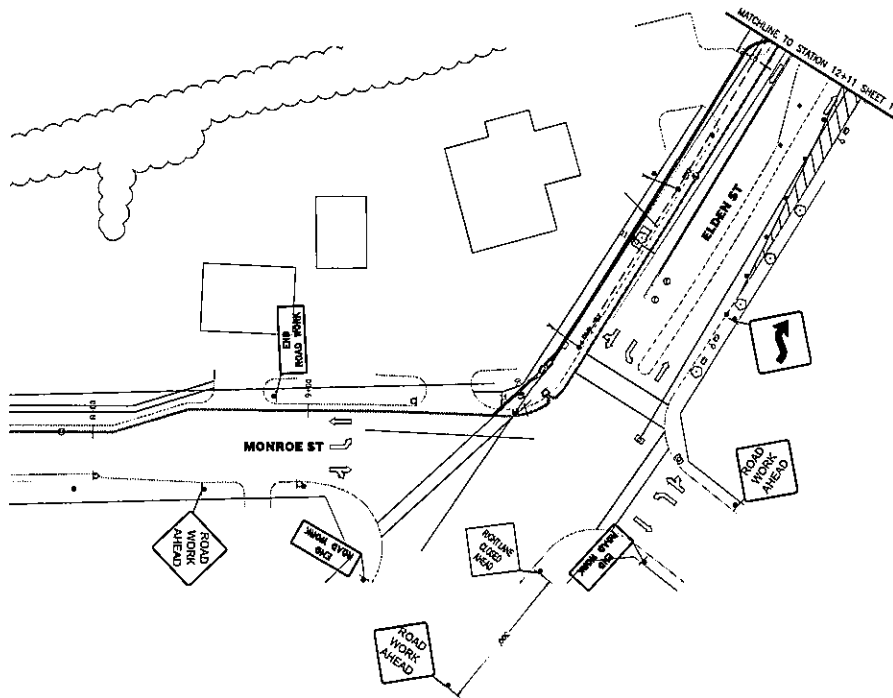
SMART CITY
MOT PLAN PHASE 2

TN-6-06

PLAN NUMBER

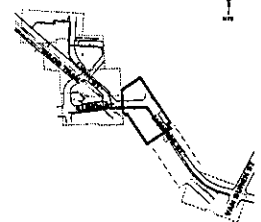
SHEET 17 OF 28

MOT PLAN PHASE 3



LEGEND

- CONES
- DRUMS
- PROPOSED SIGN POST
- PLAN ARROW
- WORK ZONE



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER.
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR.

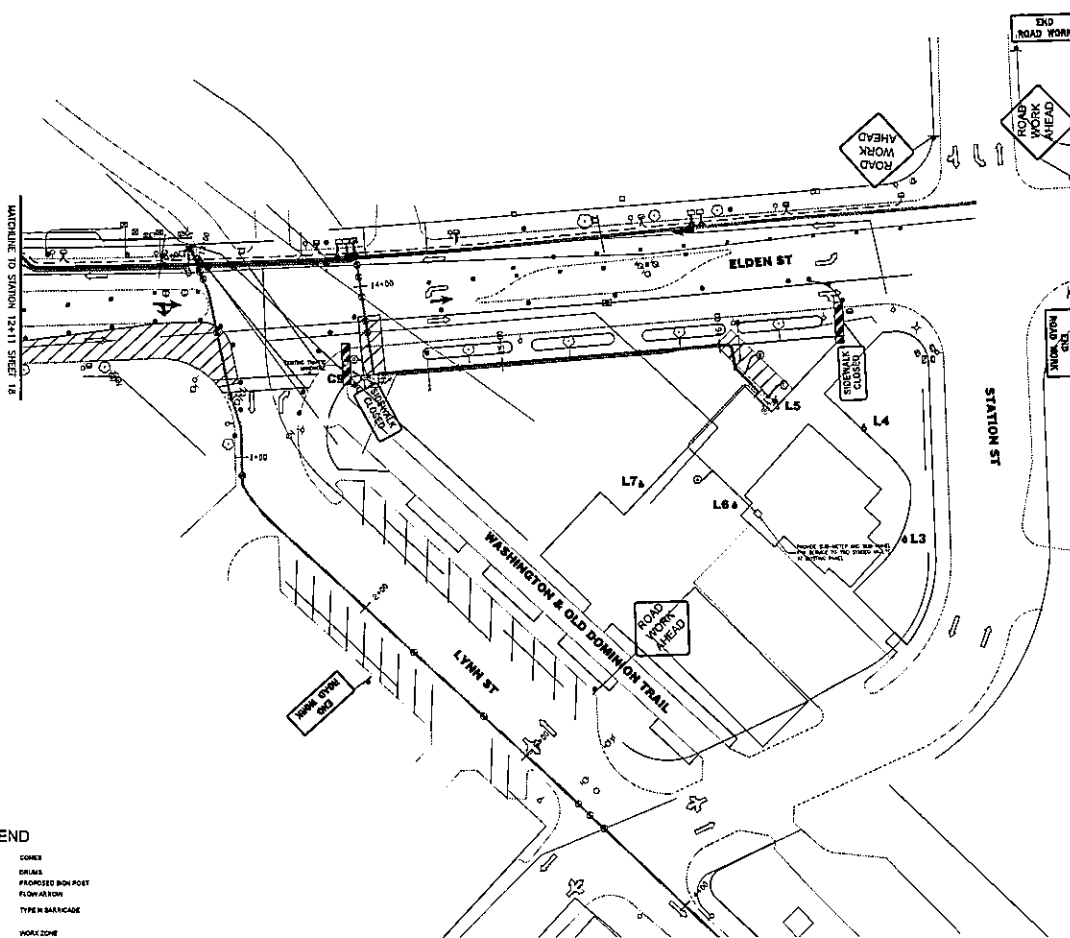


SMART CITY
MOT PLAN PHASE 3

TN-6-07

SHEET 12 OF 25

MOT PLAN PHASE 3



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER.
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR.

AMT LLC

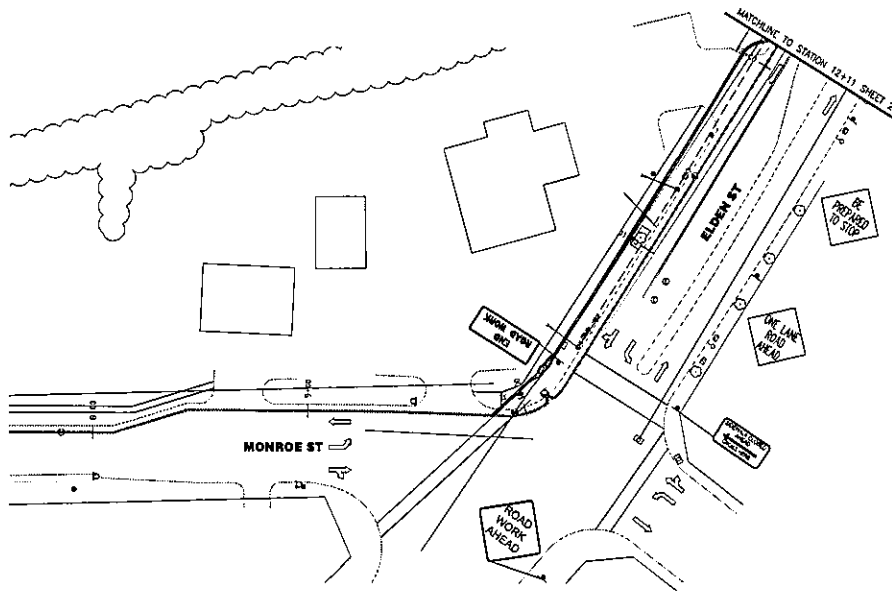


SMART CITY
MOT PLAN PHASE 3
TOWN OF HOBSON
TARRANT COUNTY, TEXAS

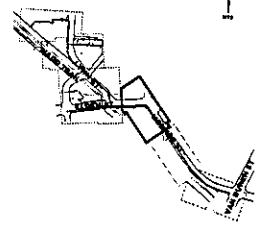
80-9-N.J.

11 of 28

MOT PLAN PHASE 4A



- LEGEND**
- CONES
 - DRUMS
 - PROPOSED SIGN POST
 - FLOW ARROW
 - ▨ WORK ZONE



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 6AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THE MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR

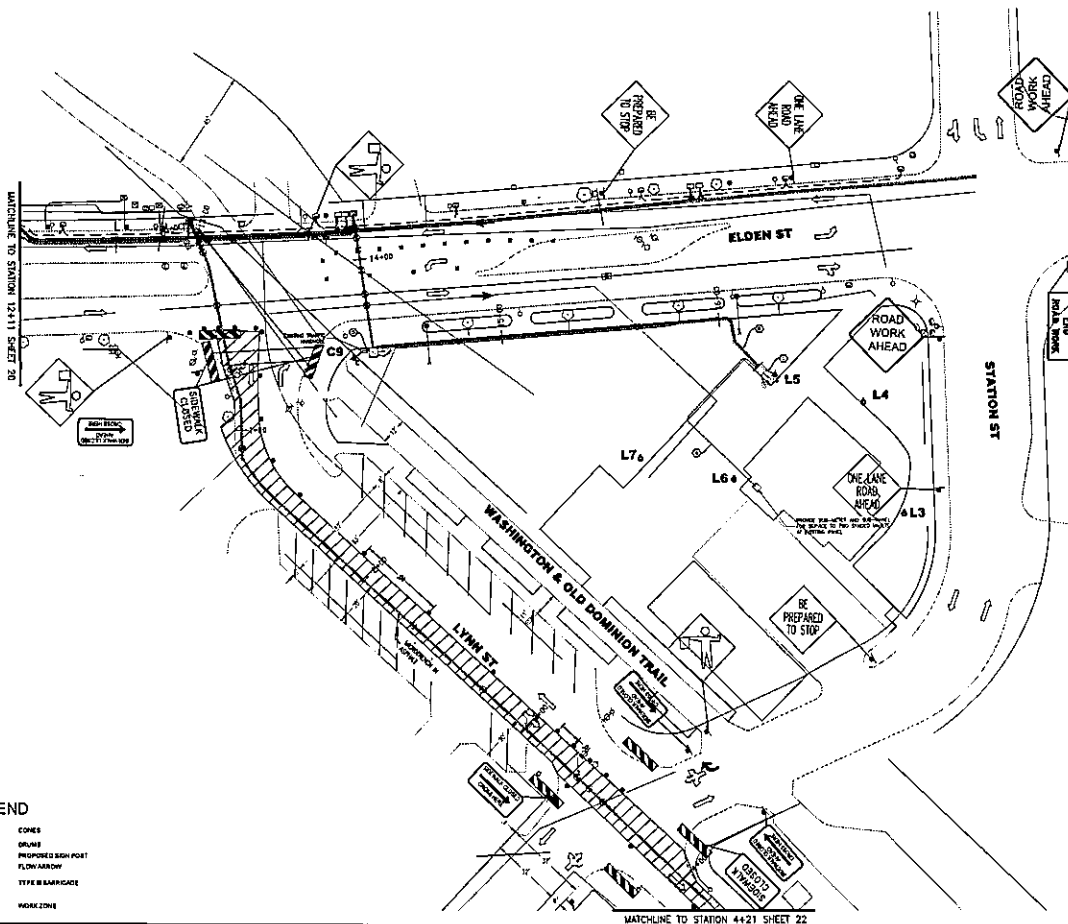


SMART CITY
MOT PLAN PHASE 4A

TN-6-09

SHEET 20 OF 25

MOT PLAN PHASE 4A



NOTES:

1. WORK TO OCCUR AT NIGHT BETWEEN HOURS OF 7PM AND 5AM
2. NIGHT WORK MUST BE APPROVED BY THE TOWN MANAGER
3. THIS MOT PLAN SHALL NOT BE ALTERED WITHOUT PRIOR APPROVAL OF THE TOWN INSPECTOR
4. ALL TEMPORARY LANES MUST BE A MINIMUM OF 20 FT WIDE FOR BI-DIRECTIONAL AND 15 FT WIDE FOR UNIDIRECTIONAL VEHICLE TRAVEL

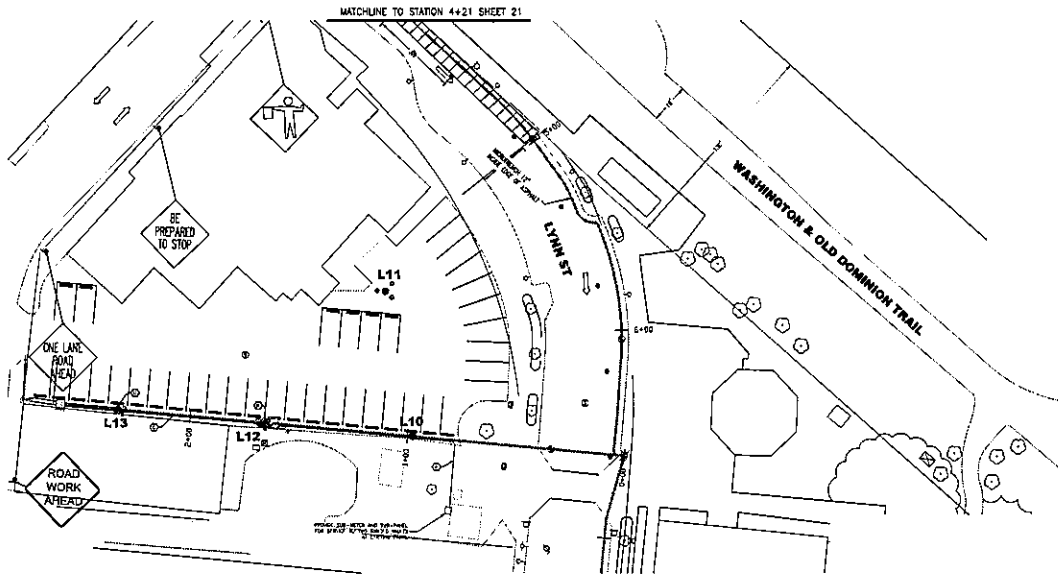


SMART CITY
MOT PLAN PHASE 4A

TN-6-10

SHEET 21 OF 28

MOT PLAN PHASE 4A



LEGEND



NOTES:

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SMART CITY
MOT PLAN PHASE 4A

TN-6-11

SHEET 22 OF 25

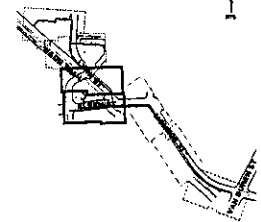
MOT PLAN PHASE 4B



SMART CITY
MOT PLAN PHASE 4B
PLANNED BY: [Name]

TN-6-12
PLAN NUMBER

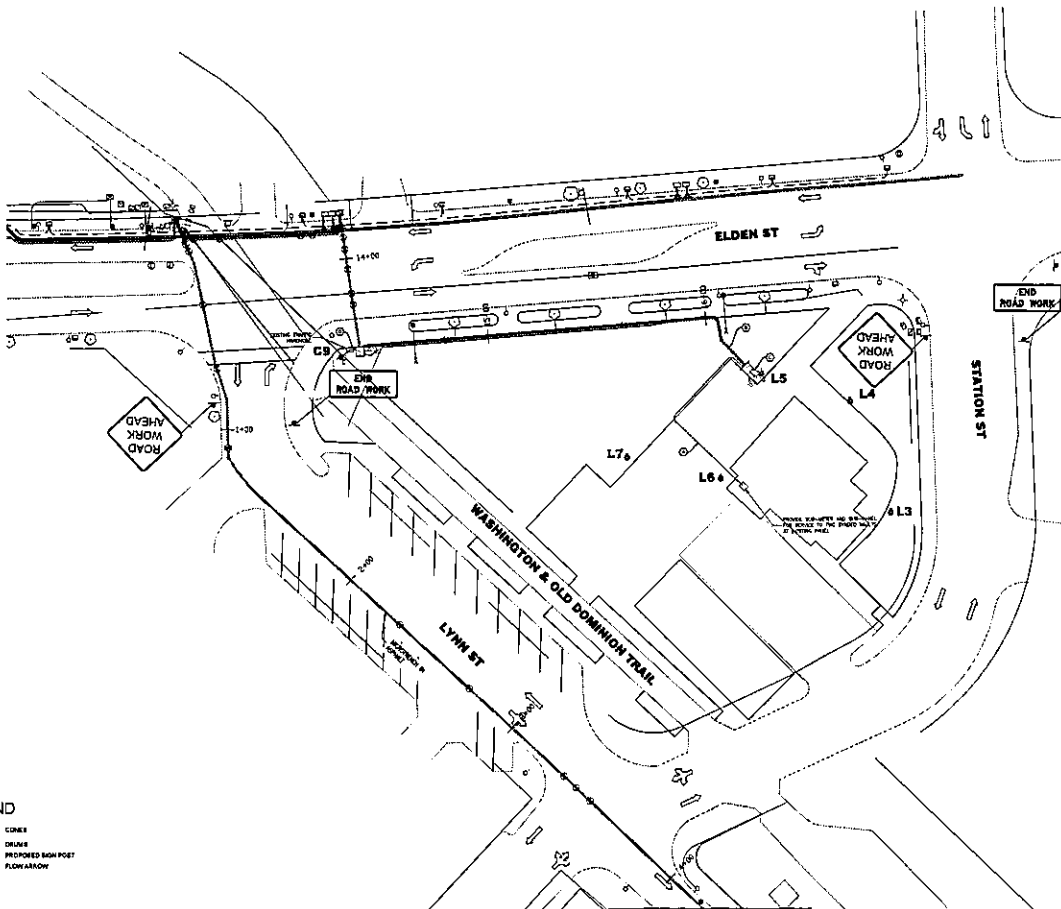
SHEET 23 OF 28



NOTES:

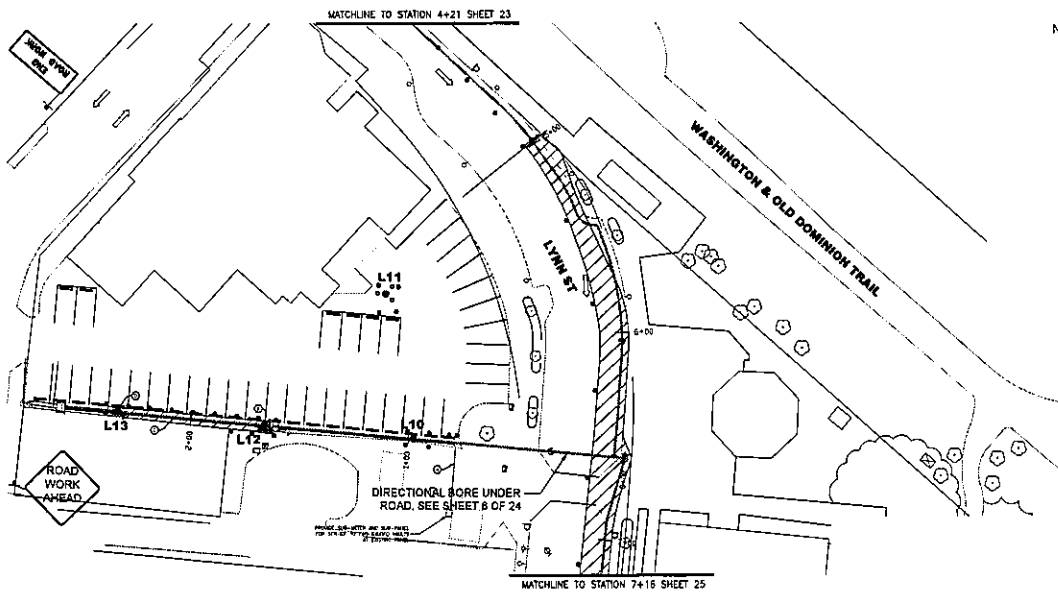
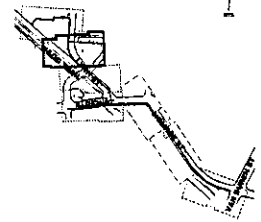
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- LEGEND**
- CONES
 - DRUMS
 - PROPOSED SIGN POST
 - FLOW ARROW



MATCHLINE TO STATION 4+21 SHEET 24

MOT PLAN PHASE 4B



NOTES:

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LEGEND

- CLOSURE
- DRIVE
- PROPOSED BORN POST
- FLOW ARROW
- ▨ WORK ZONE

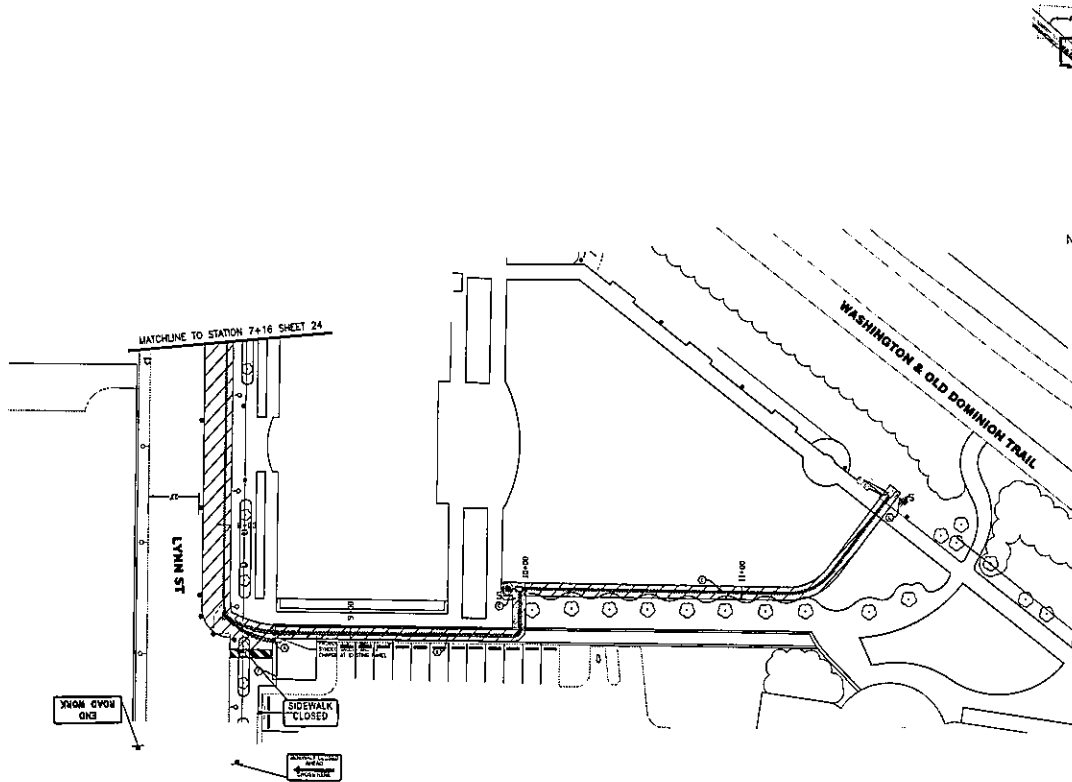


SMART CITY
MOT PLAN PHASE 4B

TN-6-13

SHEET 24 OF 28

MOT PLAN PHASE 4B

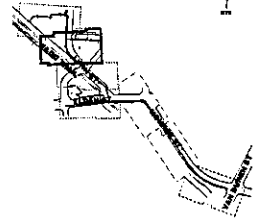


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LEGEND

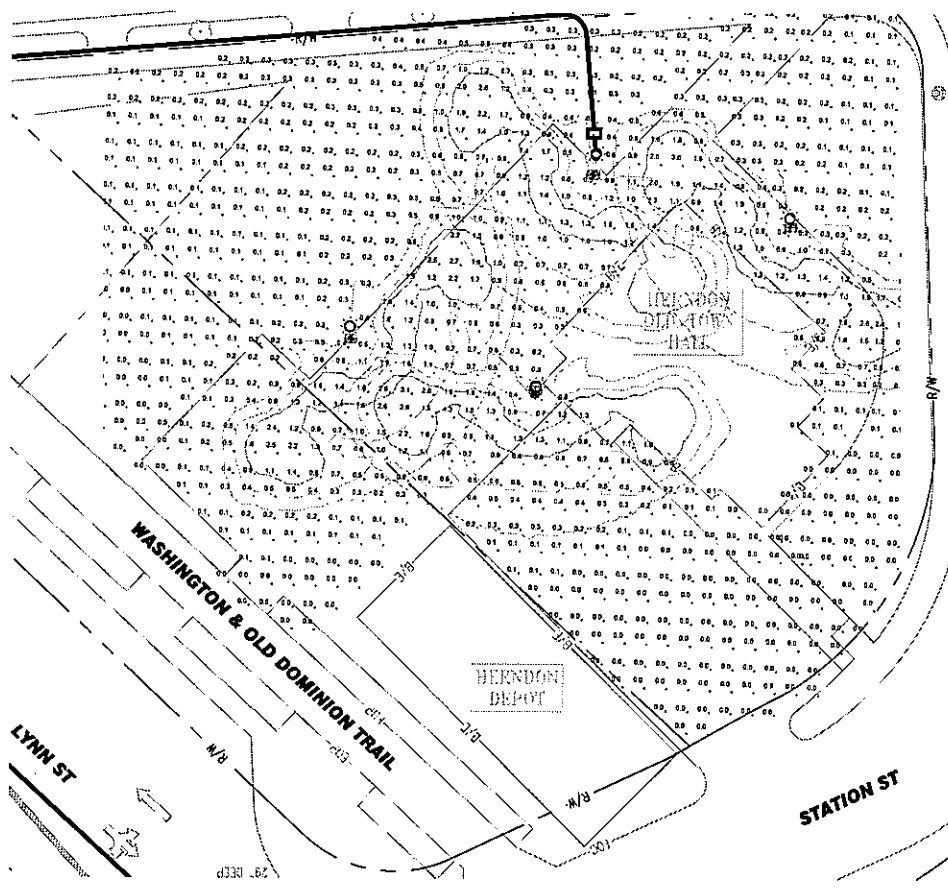
- CURBS
- DRUMS
- ▽ PROPOSED SIGN POST
- FLOW ARROW
- ▨ TYPED BARRICADE
- ▨ WORK ZONE



SMART CITY
MOT PLAN PHASE 4B

TN-6-14

SHEET 25 OF 28



LIGHTING TABLE

Town Hall Calc Foot Candle	
Average	0.2 fc
Maximum	1.5 fc
Minimum	0.0 fc
Max/Min	N/A
Average/Min	N/A
Town Hall Plaza	
Average	0.8 fc
Maximum	2.8 fc
Minimum	0.0 fc
Max/Min	N/A
Average/Min	N/A
Town Hall Parking Lot Calc Zone	
Average	0.2 fc
Maximum	1.2 fc
Minimum	0.0 fc
Max/Min	N/A
Average/Min	N/A

LEGEND

- PROPOSED LED FIXTURE
- EXISTING HPS FIXTURE
- FOOT CANDLE LEVEL (AT 2' SPACING)

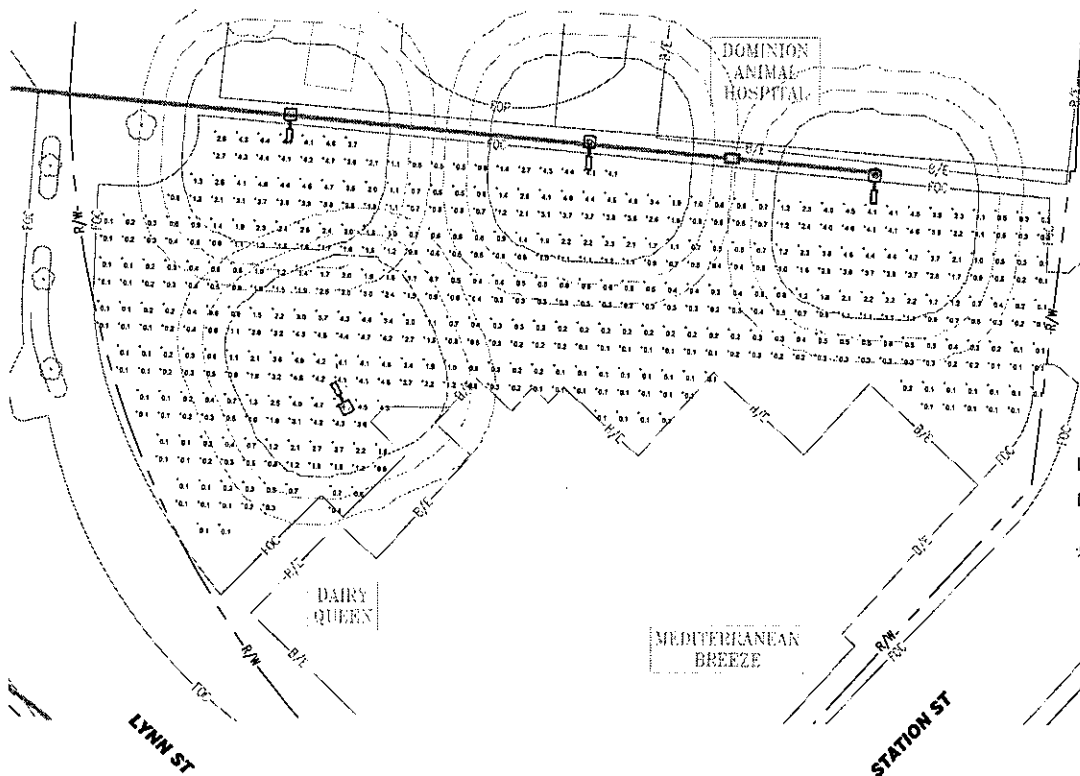


SMART CITY
PHOTOMETRICS PLAN

TN-6-15

SHEET 26 OF 22





LEGEND

- PROPOSED LED PENDANT FIXTURE
- EXISTING HPS FIXTURE
- FOOT CANDLE LEVEL (AT 2' SPACING)

LIGHTING TABLE

Dairy Queen Parking Lot CAK 20pc	
Average	1.4 fc
Maximum	4.8 fc
Minimum	0.1 fc
Max/Min	26.0:1
Average/Min	14.0:1



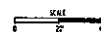


LEGEND

- PROPOSED LED PENDANT FIXTURE
- EXISTING HPS FIXTURE
- FOOT CANDLE LEVEL (AT 2' SPACING)

LIGHTING TABLE

Over Garage Triangle	
Average	0.6 fc
Minimum	0.5 fc
Maximum	0.8 fc
NA/MSR	N/A
Average/Min	N/A



SMART CITY PHOTOMETRICS PLAN

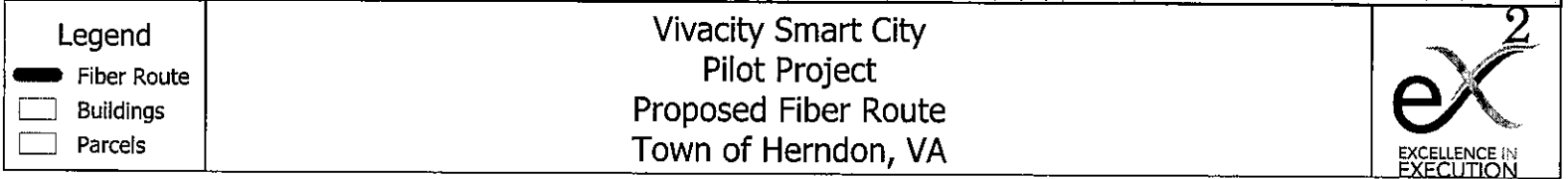
TN-6-17

SHEET 20 OF 28

Vivacity License Agreement

Exhibit “C”

Fiber Route Map



TOWN OF HERNDON, VIRGINIA

ORDINANCE

JULY 9, 2019

Ordinance- to approve a lease of space in the Town's building at 397 Herndon Parkway to Delegate Samirah

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

1. The Town Council approves a lease dated July 9, 2019 by which the Town would lease to Delegate Ibraheem Samirah, space in the Town's building at 397 Herndon Parkway, Herndon, Virginia. The rent shall be \$1.00 for the term. The term shall be from July 9, 2019 through December 31, 2019. The lease may contain certain other terms agreed to by the Mayor and Town Manager.
2. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 9th day of July 2019, by and between the TOWN OF HERNDON, a municipal corporation (Landlord) and the Honorable IBRAHEEM SAMIRAH, Member of the House of Delegates (Tenant).

Recitals

Landlord is the owner of a building and premises located at 397 Herndon Parkway, Herndon, Virginia (the building).

Landlord and Tenant have agreed that Tenant will lease from Landlord, in consideration of the rent and other benefits, and under the terms and conditions specified here, a portion of the premises commonly known as part of the building at 397 Herndon Parkway, (as shown on Exhibit A, attached and incorporated by reference).

THEREFORE, the parties agree as follows:

1. Commencement and Ending Date of Term. Beginning July 9, 2019, Landlord leases the leased premises to Tenant according to the terms of this lease. The Tenant may possess the leased premises with the Tenant having the right to terminate the Lease upon 30 days prior written notice to the Landlord, and the Landlord having the right to terminate the Lease upon 90 days prior written notice to the Tenant. The term of this lease shall expire December 31, 2019
2. Rent. Tenant shall pay Landlord on demand \$1.00 rent for the entire term.
3. Use of Premises. Tenant shall use the leased premises solely for an office for constituent services. Tenant shall have access to and from the leased premises and to the restrooms. Landlord retains for itself and its employees, agents, and invitees, a right of access through the leased premises to and from spaces. Tenant certifies to Landlord that uses of this space are consistent with the Town of Herndon Zoning Ordinance and architectural guidelines or ordinances of the Herndon Town Code.

4. Utility Charges. Landlord shall maintain and pay the cost of all utilities (except telecommunications) on the leased premises.

5. Liability Insurance. Tenant shall keep in effect a policy of bodily injury and property damage liability insurance or a self-insurance program of the Commonwealth of Virginia with respect to the leased premises in commercially reasonable amounts, as determined by Landlord. Any policy shall name the Town of Herndon as an additional insured.

6. Hold Harmless of Landlord. Tenant shall hold harmless Landlord, its officers, agents, and employees from any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon, or at the leased premises through the occupancy or use by Tenant.

7. Default. Tenant shall be in default upon failure to perform any term of this lease for more than five days after written notice of such failure shall have been given to Tenant or after Tenant's abandonment of the leased premises.

8. Rights and Remedies on Default. Landlord shall have the following rights on default of Tenant, which shall be cumulative, none excluding any other right allowed by this lease or by law.

a. Landlord may enter the leased premises and repossess the leased premises and remove Tenant and any others who may be occupying the leased premises and remove any property.

b. Landlord may seize, remove and sell all of the personal property and fixtures of Tenant on the leased premises or remove and store such property at the cost of and for the account of Tenant.

9. Custodial. Landlord shall provide custodial services, consisting of emptying trash

and vacuuming, once a week for the leased premises.

10. Waste or Nuisance. Tenant shall not commit any waste or nuisance upon the leased premises.

11. Maintenance by Tenant. Tenant accepts the leased premises including the improvements and any furnishings and equipment in the leased premises in their existing condition. Tenant shall at all times keep the leased premises in good order, condition, and repair. Tenant shall maintain the leased premises in a clean and sanitary condition. If Landlord is required to make any repairs by reason of Tenant's negligent or intentional act or omission, Tenant shall pay to Landlord the cost of the repairs as additional rent within ten days after written notice. Landlord shall be responsible for roof, structural integrity of the building, and replacement and repair of utility systems related to the leased premises. Except as provided in paragraph 14, Tenant shall return the leased premises to its original condition prior to Tenant's vacation of the premises, normal wear and tear excepted.

12. Notification of Hazard. Tenant and Landlord shall give immediate notice to the other in case of fire, accident, or defect in the leased premises or in any fixtures or personal property comprising the leased premises.

13. Alterations and Improvements. Except as provided in this paragraph, Tenant shall not make or cause to be made any alterations to the leased premises without first obtaining Landlord's written consent.

14. Removal of Improvements and Restoration by Tenant. All alterations except lighting not necessary for normal use of the building or conformance with the Virginia Uniform Statewide Building Code made by Tenant shall remain the property of Landlord at the expiration or termination of the lease. This property will remain part of the leased premises and Tenant shall not have any

obligation to remove it.

14. Loss and Damage. Landlord shall not be liable for any loss or damage to property of Tenant located on the leased premises. Landlord shall not be liable for any injury, death, or damage to persons or property associated with Tenant resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the leased premises. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant or its subtenants kept or stored on the leased premises shall be so kept or stored at the risk of Tenant or subtenants and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

15. Right of Entry. In addition to Landlord's right of access as described in paragraph 3, Landlord, its contractors, agents, or prospective purchasers or lessees, shall have the right to enter the leased premises during normal business hours to examine the same upon reasonable notice, either oral or written.

16. Quiet Enjoyment. Upon the observance of all Tenant's obligations of this lease, Tenant shall peaceably and quietly hold and enjoy the leased premises.

17. Surrender of Premises. At the expiration or termination of the term of this lease, Tenant shall surrender the leased premises in the same condition that the leased premises were in at the commencement of this lease, except as provided in paragraph 14, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord.

18. Assignment and Subletting. Tenant may not assign this lease without prior written consent of Landlord. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

19. Binding on Successors/Assigns. All of the terms of this lease shall bind the successors and assigns of Landlord and Tenant, except where the assignment is ineffective due to lack of Landlord's consent.

Ibraheem Samirah
Member House of Delegates

TOWN OF HERNDON, VIRGINIA

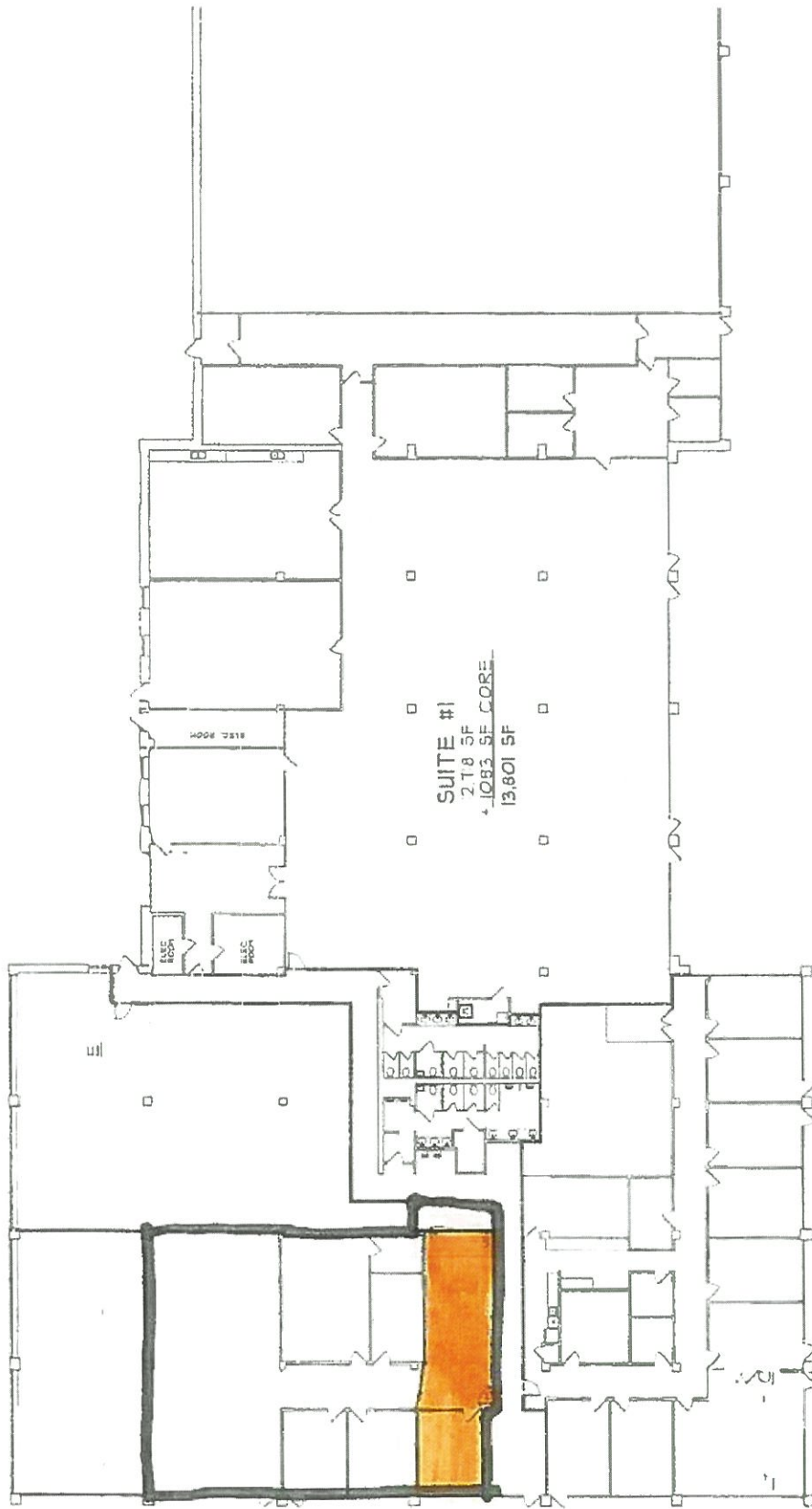
By:_____
Lisa C. Merkel
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney



BUILDING S.F. = 27,479

BASE BUILDING 391 HERNDON PARKWAY HERNDON, VIRGINIA 20170	Arencibia Architects Inc. 703-733-0190 3348 POINT RIDER LANE, HERNDON, VA. 20171	DATE 17 FEB. 2005
		SCALE 1" = 30'

Exhibit A 7/9/2019

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to reappoint “town resident” members to the Herndon Planning Commission.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints the following individuals as “town resident” members to the Herndon Planning Commission:

- **Marcia M. Bouchard** for a four-year term ending July 31, 2023;
and
- **Michael G. Romeo** for a four-year term ending July 31, 2023.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to reappoint members to the Architectural Review and Heritage Preservation Review Boards.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints the following individuals as members to the Herndon Architectural Review and Heritage Preservation Review Boards:

- **Leslie Blaker-Glass** as a “town resident” member for a three-year term ending August 31, 2022; and
- **Hiren Shah** as an “architect” member for a three-year term ending September 30, 2022.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to authorize a Business, Professional, Occupational License (BPOL) tax refund

WHEREAS, the Athene Group, LLC paid BPOL taxes on company-wide gross receipts during renewal years 2016, 2017, and 2018; and

WHEREAS, they should have paid BPOL taxes on Virginia gross receipts only; and

WHEREAS, the Athene Group, LLC has made appropriate and timely application for refund of the excess taxes paid; and

WHEREAS, the Director of Finance has reviewed their application and supporting documentation and recommends approval of the refund.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the refund of \$54,005.22 in excess BPOL taxes paid by the Athene Group, LLC.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 9, 2019

Resolution- to appoint a Deputy Town Attorney

WHEREAS, the Town's FY20 Budget funded a full time Assistant/Deputy Town Attorney position; and

WHEREAS, the town advertised the position and after receiving numerous applications, a Staff/Town Attorney Interview Panel interviewed several highly qualified applicants and selected the most qualified applicant for recommendation;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby appoints **Lauri Sigler** as Deputy Town Attorney effective July 22, 2019 to serve at the direction and under the supervision of the Town Attorney.