

**TOWN OF HERNDON, VIRGINIA
WORK SESSION AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
AUGUST 7, 2019
7:00 P.M.**

PRESENTATIONS

1. Proclamation, to recognize the 30th Anniversary of Dr. Finley's Family Eyecare

PUBLIC HEARINGS

2. Ordinance, to grant a ten-year telecommunications franchise to MCImetro Access Transmission Services of Virginia, Inc.
3. Ordinance, to approve the conveyance of Town-owned property on Elden Street to the Virginia Department of Transportation (VDOT) for the widening of East Elden Street
4. Resolution, to approve a temporary license agreement to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for an event
5. Resolution, to consider the Herndon Bicycle Network Master Plan to be used as a long-range planning document focused on improving bicycle service levels in the Town

CONSENT AGENDA

6. Ordinance, to amend Chapter 54 (PERSONNEL), Article V (Conflict of Interest), Section 54-111 (Disclosure by town officers and employees), to revise the positions required to complete a disclosure statement of personal interests

DISCUSSION

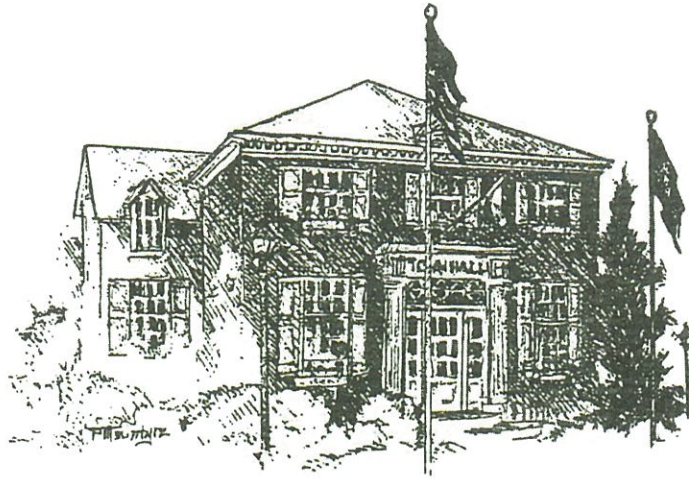
7. Town Council Community Roundtables (Discussion by Chief Communications Officer)

ROUNDTABLE

CLOSED MEETING

A closed meeting pursuant to Virginia Code Sec. 2.2-3711(A)(3) and (A)(8) to consult with legal counsel and to discuss and consider the acquisition of real property within the

Herndon Transit Oriented Core for a public purpose where such discussion or consultation in an open meeting would adversely affect the negotiating or litigating posture of the Council.



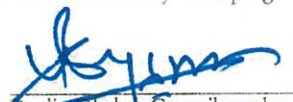
**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
30TH ANNIVERSARY
DR. FINLEY'S FAMILY EYECARE**

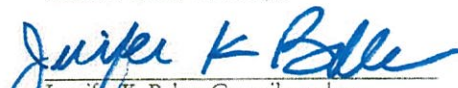
The Mayor and Town Council of the Town of Herndon, Virginia, hereby recognize and celebrate the 30th Anniversary of Dr. Finley's Family Eyecare in the Town of Herndon; highlight Dr. Finley's practice, which opened in 1989 and serves as the leading provider of quality vision care and personalized optometry in Herndon; express our appreciation to Dr. Finley and his staff, who offer comprehensive vision examinations, diagnosis, and treatment of a wide array of eye conditions. Throughout the past 30 years, the eye professionals at Dr. Finley's Family Eye Care have provided exceptional service and are dedicated to the health and welfare of their patients.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby congratulate Dr. Finley, who in addition to his excellent service as a family eye doctor, has spent countless hours of his time volunteering for several groups and organizations in the Herndon area. Dr. Finley is an active member of the Herndon Rotary Club, serving as its past president; Herndon Chamber of Commerce, where he was a board member; Herndon Optimist Club; Knights of Columbus, where he was a past board member; and as a past board member and contributor for the Jeanie Schmidt Free Clinic ~ now Healthworks for Northern Virginia. Dr. Finley has also received many awards and accolades for his community service and exceptional eye care. He received the town's "Distinguished Service Award;" the Chamber of Commerce's "Small Business of the Year Award;" Times Community Newspapers "Best Eye Doctor" award several times; Jeanie Schmidt Free Clinic's "Medical Specialty Practice of the Year;" and was named the Virginia Optometric Association's "Distinguished Optometrist of the Year."

Further, the Mayor and Town Council of the Town of Herndon, Virginia hereby honor and thank Dr. Finley and Dr. Finley's Family Eye Care for their dedicated efforts in the community ~ helping to promote overall wellness and a healthier Herndon.


Sheila A. Olem, Vice Mayor


Pradip Dhaka, Councilmember


Jennifer K. Baker, Councilmember


Signe Friedrichs, Councilmember


Cesar del Aguila, Councilmember


Bill McKenna, Councilmember


Lisa C. Merkel, Mayor





STAFF REPORT

Town Council
August 7, 2019

Title:

Ordinance – granting a ten-year telecommunications franchise to MCImetro Access Transmission Services of Virginia, Inc.

Staff Contact:

Tammy Chastain, Deputy Director of Public Works
(phone) 703-435-6860
(e-mail) tammy.chastain@herndon-va.gov

Background:

This franchise agreement between MCImetro Access Transmission Services of Virginia, Inc. and the Town of Herndon, Virginia dated August 13, 2019, will permit a ten-year franchise agreement for maintenance of underground telecommunications facilities existing from their previous franchise with the Town that has expired.

The franchise shall provide for a franchise fee determined by the public rights-of-way use fee legislation, § 56-468.1, Code of Virginia.

Fiscal Impact:

The franchisee has reported an estimated 1,018 access lines within the Town's right-of-way and will be calculated at the current VDOT Rights-of-way use fee rate of \$1.20 per access line.

Staff Recommendation:

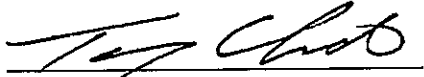
Staff recommends the Town Council approve the Franchise Agreement with MCImetro Access Transmission Services of Virginia, Inc.

Attachments:

Draft Ordinance
Exhibit A

August 7, 2019
Staff Report

Staff:

A handwritten signature in black ink, appearing to read "Tammy Chastain", written over a horizontal line.

Tammy Chastain
Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

DRAFT ORDINANCE

AUGUST 13, 2019

Ordinance – To grant a ten year telecommunications franchise to MCImetro Access Transmission Services of Virginia, Inc.

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

1. The Town Council accepts the bid of and grants to MCImetro Access Transmission Services of Virginia, Inc. a ten year telecommunications franchise to use Town streets as set out in the franchise dated August 13, 2019 for maintenance of underground telecommunications facilities existing from their previous franchise with the Town. This franchise is on file in the office of the Town Attorney and incorporated by reference.
2. The franchise shall provide for a franchise fee determined by the public rights-of-way use fee legislation, § 56-468.1, Code of Virginia; shall provide for tree preservation, restoration of streets, utility marking standards, and insurance and indemnity provisions in favor of the Town; and shall be on such form as approved by the Town Attorney.
3. The Mayor is authorized to sign and deliver the proposed franchise and any instrument necessary or convenient to effect or support the franchise.
4. This ordinance shall be effective on and after the date of its adoption.

TOWN OF HERNDON, VIRGINIA

FRANCHISE AGREEMENT

TERMS AND CONDITIONS FOR USE OF TOWN'S RIGHTS OF WAY

This Agreement (the "Agreement") is dated this 13th day of August, 2019, by and between the TOWN OF HERNDON, a Virginia municipal corporation (the "Town") and MCImetro ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC., a Virginia corporation ("Franchisee"), having an office at 600 Hidden Ridge, Irving, Texas 75038.

Section 1 In consideration of Franchisee's collection and transmission to the Town of a monthly public rights-of-way use fee as set by the Virginia Department of Transportation (VDOT) pursuant to §56-468.1, Code of Virginia (1950), as amended, Town awards to Franchisee, its successors and assigns, for the term of ten years after the Effective Date (as defined in Section 11), and subject to the conditions and limitations described herein, a non-exclusive franchise to use the streets, alleys, rights-of-way, and public places of the Town as shown on the drawing attached as Exhibit A (the "Drawing"). The purpose of this grant is to allow Franchisee to continue to occupy the Town's streets, alleys, rights-of-way, and public places with Franchisee's existing underground telecommunications facilities and future construction of additional underground telecommunications facilities for which permits may be issued by the Town ("Facilities") for the purpose of placing the Franchisee's wires, cables and appurtenances thereto for providing telecommunications services.

If the General Assembly of Virginia or other authority repeals or voids the public rights-of-way fee, or if and to the extent that Franchisee under this Franchise provides service other than local exchange or interexchange telecommunications services, and where allowed by law, on and after the effective date of the repeal, or the provision of such other services, and where allowed by law the Franchise fee shall be the Virginia Department of Transportation's Right-of-Way Use Fee which is adjusted annually. In consideration of Franchisee's operation of the Network in the Town ROW, Franchisee shall collect and remit to the Town a monthly Public Right-of-Way Use Fee as set by the Virginia Department of Transportation (VDOT) pursuant to § 56-468.1, Code of Virginia as amended. In the event that the applicable law regarding compensation is amended or repealed, the parties agree to work in good faith to establish consideration in accordance with applicable law.

All Virginia Department of Transportation projects that will begin design and/or construction over the next 6 years are posted on their website. In the near future there are projects in the Town of Herndon that will affect Elden Street, Van Buren Street and Spring Street. Existing telecommunications providers with facilities in these areas are and will be participating in joint design and relocation projects. Franchisee shall either participate in, or coordinate with and accommodate, the joint designs and relocation projects as a condition to use of the public right-of-way on streets affected by these Virginia Department of Transportation projects.

No construction under this Agreement on any route described by Exhibit A may feature Facilities that exceed four conduits, whether free conduits or conduits encased in steel, plastic, or concrete; and no conduit may exceed two inches in diameter.

Section 2 All Facilities, under or along streets, alleys, rights-of-way, and public places of the Town authorized by this Agreement to be placed and constructed, shall be located as shown on the Drawing, attached as Exhibit A and incorporated by reference. Prior to construction in and under the streets, alleys, rights-of-way, and public places of the Town, Franchisee must obtain (if it can) approval from the Town of Franchisee's plans, showing the location of the proposed Facilities. Any approval will be in the form of an excavation permit. If such Facilities are already in existence, Franchisee is authorized to use those Facilities.

Franchisee shall assure that all utility markings it makes shall meet these standards. (i) Utility markings in the Heritage Preservation Districts, as shown on the Town of Herndon Zoning Map, must be accomplished by flags or stakes, or by "spot markings" with water soluble paint. (ii) Outside of the Heritage Preservation Districts, utility markings shall be made with water soluble paint. The Town supports and encourages utility markings with flags or stakes, or by "spot markings" with water soluble paint.

Section 3 Franchisee agrees to relocate, at its own expense unless otherwise provided by general law of this Commonwealth and by the ordinance of the Town, within one hundred twenty days of written notification from the Town, all Facilities which, in the reasonable discretion of the Town using recognized engineering standards, interfere, disturb or conflict with the Town's operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys, rights-of-way, public grounds, storm drainage systems, sewer systems, water mains or other of the Town's public facilities.

Franchisee shall relocate the Facilities using like construction, or better, if technological advances warrant such, to such places designated by the Town. The Town shall use reasonable good faith efforts to designate locations for any relocated Facilities that will permit Franchisee to continue efficiently to serve its existing and future customers. Any Town permits needed as a result of a relocation request by the Town, shall be of no cost to Franchisee. All Facilities shall be relocated underground. Any reimbursement for relocation costs for new installations allowed by general law of this Commonwealth and ordinances of the Town, shall be in accordance with Va. Code Ann. §56-468.2, and any other relevant laws, if the General Assembly has not repealed the public rights-of-way use fee legislation.

Section 4 In the location, erection, operation and maintenance of Facilities, Franchisee shall comply with the requirements of Article II, "Tree Protection and Preservation," Chapter 26 "Environment," Herndon Town Code (2000), as amended, and as may be amended. This article, among other things, provides that "[n]o person, public utility or other firm shall plant, spray, fertilize, preserve, prune, remove, cut above ground, or otherwise disturb any tree within any public right-of-way or town owned property without first filing an application and procuring a tree permit from the urban forester. The person, public utility or firm receiving the tree permit shall abide by the

Arboriculture Specifications and Standards of Practice adopted by the National Arborist Association Standards.”

Section 5 If Franchisee shall, in the construction, operation, replacement, maintenance, removal or repair of its Facilities, damage any pavement, street, alley, sidewalk, sewer, water or other pipe or other public property belonging to the Town, Franchisee shall promptly repair the same at its own cost and expense. If Franchisee shall default in this obligation, the Town may cure such default and shall charge the work to the Franchisee in accordance with the Town's then current standard rates for such work. However, prior to performing any such work, the Town will give Franchisee written notice of the default and a period of thirty days after receipt of such notice within which to cure the default. The Town shall extend the thirty-day period for a reasonable time if such default cannot reasonably be cured within such period and Franchisee has commenced and is diligently pursuing such cure. If Franchisee does not so cure the default, the Town will provide Franchisee with a written notice advising of the expiration of the cure period and stating the date (which date shall be no less than three business days after Franchisee's receipt of such notices) on which the Town intends to commence the work on Franchisee's behalf.

Notwithstanding the foregoing, if such default threatens the public health or safety, the Town shall make a reasonable effort to provide Franchisee with telephonic notice at 1.800.MCI.WORK (1.800.624.9675) and an opportunity to immediately cure such default. If the Town is unable to reasonably provide such notice or Franchisee fails to immediately cure the default, the Town may commence the cure on Franchisee's behalf. In any event, the Town shall immediately thereafter provide Franchisee with written notice of Town's performance of such emergency work.

Except in an emergency, prior to commencing work on any street, alley, right-of-way, or public ground, Franchisee shall obtain an excavation permit or other necessary approval to do such work and shall exercise reasonable judgment in order to avoid any inconvenience to the general public or the Town's work forces. Franchisee shall not impede the flow of traffic to any greater extent than is reasonably necessary in performing any maintenance, removal, replacement, construction or repairs. Franchisee shall strictly abide by the permit or approval requirements, including those requirements relating to time limitations.

Franchisee is bound by all applicable police power measures now or in the future adopted by the Town, in addition to the terms of this Agreement.

Section 6 Franchisee 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 the construction, improvement, removal, maintenance, repair or operations of its Facilities. If such suit shall be brought against the Town, either independently or jointly with Franchisee, Franchisee will defend, indemnify and hold the Town harmless in any such suit, at the cost of Franchisee. If a final judgment is obtained against the Town, either independently or jointly with Franchisee, Franchisee will pay the judgment, including all reasonable costs, and will hold the Town harmless therefrom. This

indemnity 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 of the Town, its agents or employees.

Franchisee shall obtain and maintain during the life of this Agreement general and motor vehicle liability insurance with commercially reasonable limits of coverage, insuring against liability arising under this Agreement. Franchisee shall name Town as an additional insured on this coverage and shall, on the Town's demand, provide to the Town an insurance certificate indicating such coverage.

Section 7 If Franchisee does not comply with the terms of this Agreement within thirty days after written notice of such non-compliance from the Town, the Town, at its option, may terminate the Franchise. However, such thirty-day period will be extended for an additional period of time as is reasonable under the circumstances if Franchisee's non-compliance cannot reasonably be cured within the thirty-day period and if Franchisee has commenced a cure within such period and continues to diligently pursue such cure.

Section 8 If this Agreement is terminated for default, Franchisee shall remove its Facilities or convey to the Town all right, title and interest that Franchisee has in the Facilities and shall release any and all permits it may have to operate the Facilities.

Section 9 This Agreement and the franchise are not assignable or transferable without the express written permission of the Town, which permission shall not be unreasonably conditioned, withheld or delayed. However, Franchisee may assign, transfer or sublet its rights, without the consent of the Town, to any person or entity that controls, is controlled by or is under common control with Franchisee, or to any entity into which Franchisee may be merged or consolidated or which purchases all or substantially all of the assets of Franchisee, or to any lender of Franchisee, provided the Town is advised of the action prior to enactment. Any successor(s) of Franchisee shall be bound by all of the terms and conditions of this Franchise and shall be subject to all the provisions, obligations, and stipulations here prescribed.

Section 10 The rights, privileges and duties here granted shall continue for ten years, after the Effective Date (as defined in Section 11). Prior to the expiration of this Agreement, the parties may make a good faith effort to negotiate and enter into a Franchise agreement upon reasonable terms and conditions. Franchisee shall remove all Facilities from the streets, alleys and public places of the Town at the expense of Franchisee as soon as possible after the expiration, termination or abandonment of this Agreement, or by such reasonable time to be prescribed by the Town Council. Such Facilities may be abandoned without removal upon approval by the Town.

Section 11 This Agreement shall become effective on the date of Franchisee's written acceptance of this Franchise (the "Effective Date"). Franchisee shall then enter into a bond in the sum of Ten thousand dollars with good and sufficient surety, acceptable to the Town Attorney, conditioned to the effect that Franchisee will construct and maintain, or if constructed, will maintain,

the Facilities in good order throughout the term of the grant, and (subject to the cure rights set forth in Section 7 hereof) will comply with this Agreement in all respects. This Agreement shall be void if the Effective Date does not occur within one year after the Town adopts an ordinance approving this Franchise, or if Franchisee does not obtain (or has not obtained) an initial permit for installation of Facilities within one year after the date of Town's adoption of the approving ordinance.

Section 12 Any notice given under this Agreement shall be mailed or delivered to the Town of Herndon, Attention: Town Manager, 777 Lynn Street, Herndon, Virginia 20172-0427, and to Franchisee at 600 Hidden Ridge, Irving, Texas 75038, Attn: Manager, Right of Way and Municipal Affairs, with a copy (except for invoices) to 1320 N. Courthouse Rd., 9th Floor, Arlington, VA 22201, Attn: Network Counsel, by registered or certified mail, if mailed, return receipt requested; and shall be deemed delivered when received or refused by the addressee. The parties may change addresses by like notice.

Section 13 Both the Town and Franchisee reserve and may seek any and all remedies available at law. Neither the Town nor Franchisee shall be deemed to have waived any rights or remedies at law by virtue of executing this Agreement.

MCImetro ACCESS TRANSMISSION
SERVICES OF VIRGINIA, INC

By:


Robert J. Hayes

Sr. Manager; Network Engineering and Ops.

Date of Acceptance:

07-17-2019

TOWN OF HERNDON, VIRGINIA

By:

Lisa C. Merkel

Mayor

Attest:

Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

**MCImetro Access Transmission Services of Virginia, Inc.
Exhibit A to Franchise Agreement dated August 13, 2019.
Town of Herndon, VA**

EXHIBIT A



- Existing Aerial - 3,195 Linear Ft.
- Existing Underground - 197,013 Linear Ft.
- Herndon

Verizon/MCImetro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB
Projection: GCS_WGS_1984
Map Created: 04/19/2019
Map Created By: Daniel White



STAFF REPORT

Town Council
August 7, 2019

Title:

Ordinance, to approve the conveyance of Town-owned property on Elden Street to the Virginia Department of Transportation (VDOT) for the widening of East Elden Street

Staff Contact:

Lesa J. Yeatts, Town Attorney
(703) 787-7370
lesa.yeatts@herndon-va.gov

John Irish, Deputy Director Public Works
(703) 435-6853
john.irish@herndon-va.gov

Summary:

This ordinance, will authorize the Mayor to sign instruments conveying the necessary Town of Herndon property and property rights to the Commonwealth of Virginia acting by and through the Department of Transportation to widen or improve State Highway Route 6656 (known as Elden Street), Project U000-235-110, RW-201, C-501, from Monroe Street (Route 228) to 0.006 miles West of Town of Herndon Limits in the Town of Herndon, Virginia.

The town property identified as necessary is designated in the Fairfax County Tax Records as Tax Map # 0171-04-0004 & 0171-04-0005 and is designated in the Commonwealth's Project plans as Parcel 021 and Parcel 022 as shown on Sheet 8 RW of the plans for Route 6656, Project U000-235-110, RW-201, C-501, which Plan Sheets are attached hereto as Exhibit A.

The property interests to be granted are shown below:

Parcel: 021

Category	Description	Size	Value
Land	In Fee	6,743 Sq. Ft.	N/A
Permanent Utility Easements	VDOT Utility Easements	7,503 Sq. Ft.	N/A
Permanent Easement	Storm Drainage	1,302 Sq. Ft.	N/A
Temporary Easement	Construction of Roadway	25,669 Sq. Ft.	N/A
Temporary Easement	Construction of Utility Duct Bank	802 Sq. Ft.	N/A

Parcel: 022

Category	Description	Size	Value
Land	In Fee	8,450 Sq. Ft.	N/A
Permanent Utility Easements	VDOT Utility & Dominion Energy Easements	26,476 Sq. Ft.	N/A
Permanent Easement	Storm Drainage	3,594 Sq. Ft.	N/A
Temporary Easement	Construction of Roadway	23,016 Sq. Ft.	N/A
Temporary Easement	Construction of Utility Duct Bank	7,044 Sq. Ft.	N/A

Description:

The location of the Town property, which is designated in the Commonwealth Project plans as Parcel 021 and Parcel 022 as shown on Sheet 8 RW :

- the land being conveyed hereunder is being donated to the Commonwealth of Virginia for highway improvement use or associated uses
- to accomplish the improvement it is necessary that the Commonwealth enter upon the property of the Town to establish and/or relocate utility facilities on the lands herein conveyed; to install, construct, operate, maintain, inspect, improve, relocate, alter, replace or remove one or more of the following ;

- A) Communication systems, to be installed, operated, owned and maintained by Summit IG, Verizon Business, Cox Cable (formerly Media Cable), and Zayo, their agents, successors or assigns,
- B) Electrical systems to be installed, operated, owned and maintained by Dominion Energy, their agents, successors or assigns,
- C) Gas systems to be installed, operated, owned and maintained by Columbia Gas of Virginia, their agents, successors or assigns,
- D) Water systems to be installed, operated, owned and maintained by Town of Herndon, Virginia their agents, successors or assigns,
- E) Sanitary sewer systems to be installed, operated, owned and maintained by Town of Herndon, Virginia, their agents, successors or assigns,
- The project and related need for the conveyance of the described Town property and related utility easements has undergone review by the Department of Transportation, Town of Herndon Departments of Public Works, Community Development and the Town Attorney for the past several months along with Easement Plat reviews.

These donations and easements are a necessary component to widen or improve State Highway Route 6656 (known as Elden Street). The project cannot proceed without these conveyances.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends that the Town Council approve the draft Ordinance authorizing these donations and easements as proposed and shown in the exhibits.

Attachments:

Ordinance
Exhibit
Deeds and Owner Acknowledgement

Prepared and Approved by:



Lesa J. Yeatts, Town Attorney



John Irish, Deputy Director, Public Works

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 13, 2019

Ordinance- approving the conveyance of Town-owned property on Elden Street to the Virginia Department of Transportation (VDOT) for the widening of East Elden Street.

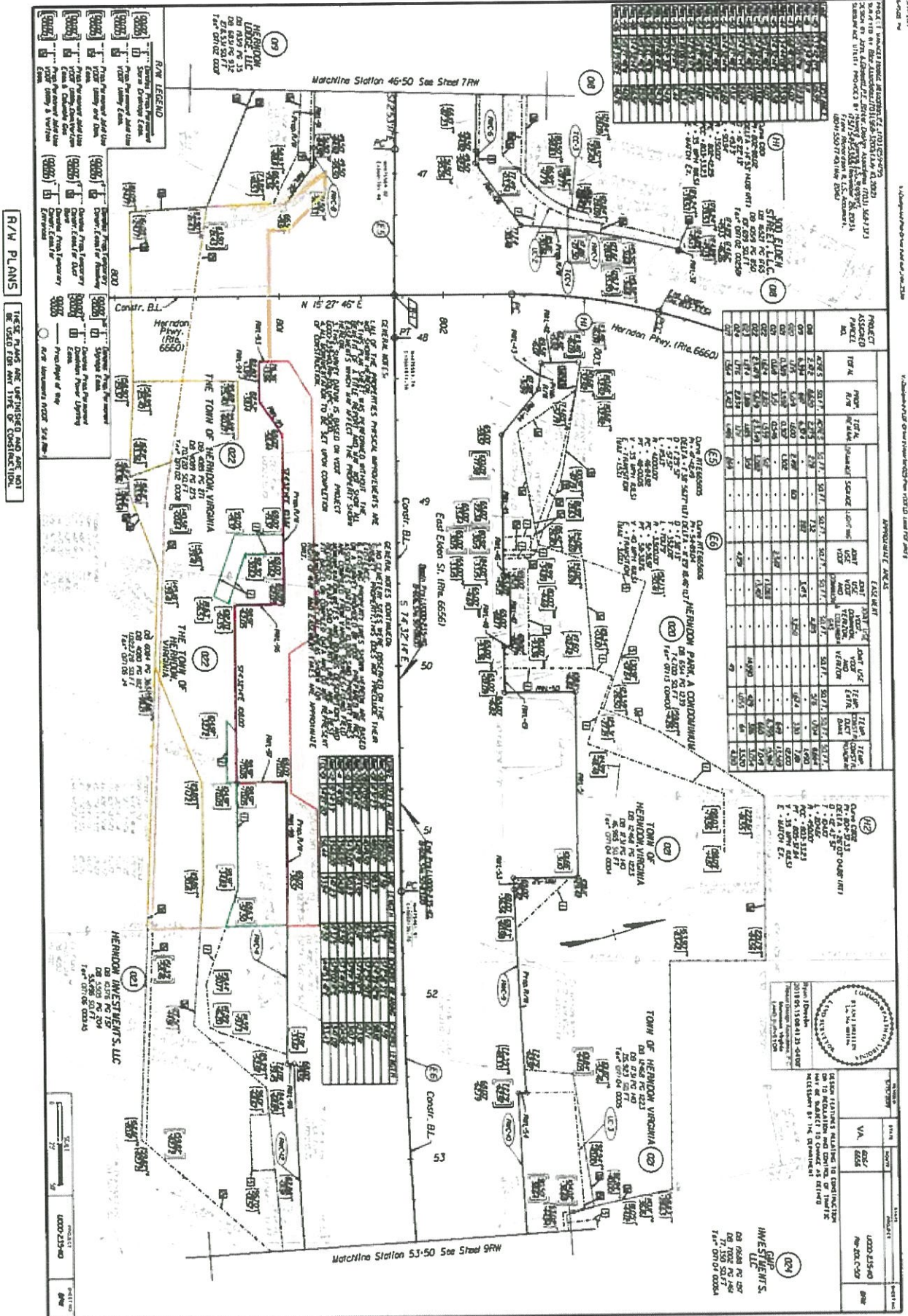
BE IT ORDAINED by the Town Council for the Town of Herndon that:

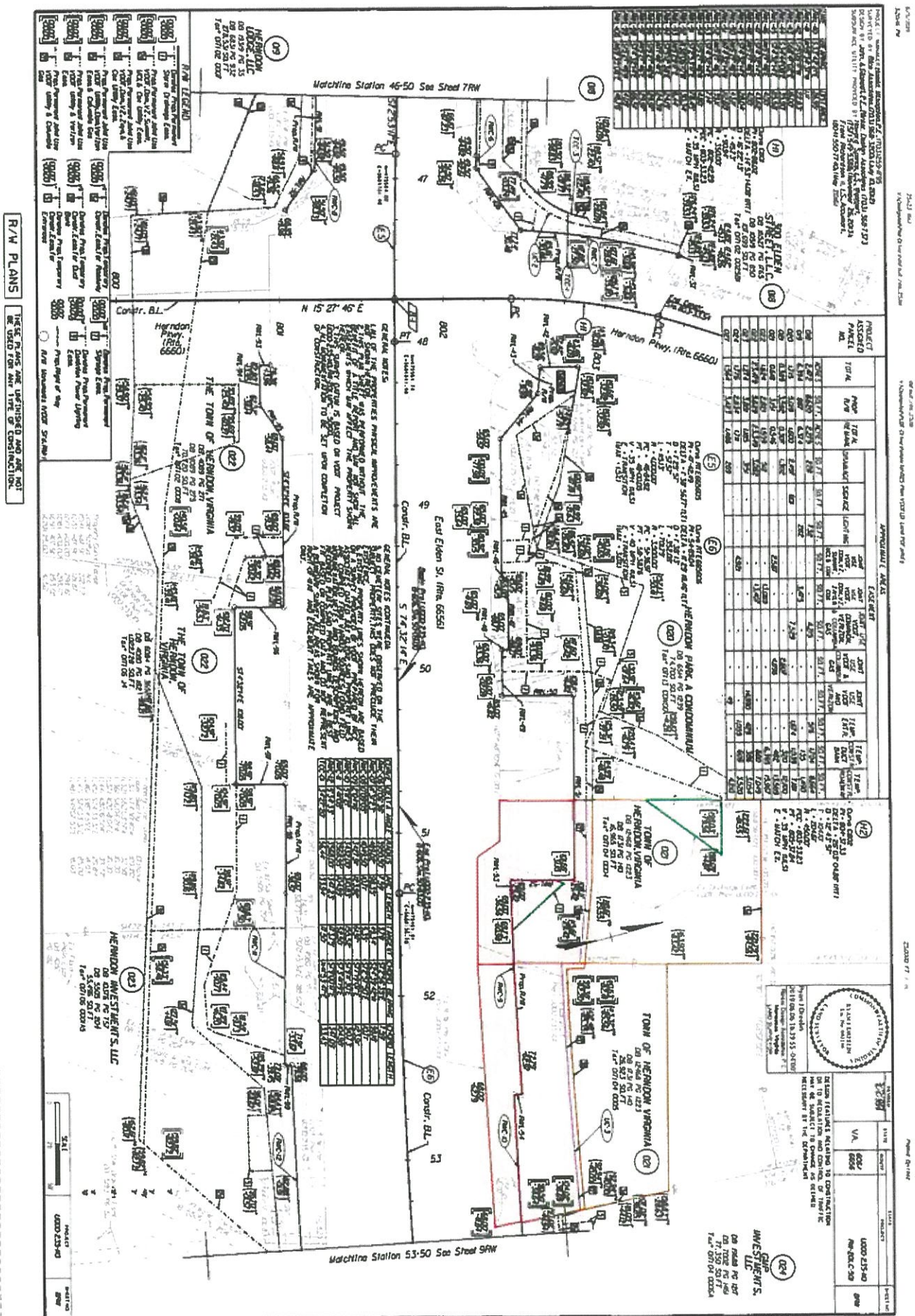
1. The conveyance by donation to the Commonwealth of Virginia, acting by and through the Commissioner of Highways, of interests in Town-owned real property on Elden Street designated in the Fairfax County Tax Records as Tax Map # 0171-04-0004 & 0171-04-0005 necessary for the completion of Project U000-235-110 to widen or improve state highway route 6656 (known as Elden Street) as shown on the attached plan sheets is approved.
2. The right to valuation is waived.
3. The Mayor is authorized to sign and deliver the necessary Acknowledgments and Deeds or any other instrument consistent with this ordinance to evidence, or otherwise effectuate the conveyance.
4. This ordinance shall be effective on and after the date of its adoption.

OFFICE OF THE TOWN ATTORNEY

5/14/2018

NORTHERN VIRGINIA
DISTRICT





**CONVEYANCE OF LAND AND/OR EASEMENTS
TO THE COMMONWEALTH OF VIRGINIA
ACKNOWLEDGMENT**

The Town of Herndon, Virginia (the "OWNER") is the owner of the property identified in the Plat attached to this **ACKNOWLEDGMENT**. It is the intention of OWNER to convey the described property right to the Commonwealth of Virginia (the "Commonwealth") to be used for highway or other transportation purposes.

The property right is identified on said Plat and further described in an executed Deed to be filed at Land Records with this acknowledgement.

OWNER's authorized agent (whose signature appears below) has been advised, pursuant to Virginia Code Section 25.1-417, A, 10, by a representative of the Virginia Department of Transportation (the "Department"), whose name is printed below, that OWNER is entitled to be monetarily compensated for this property right and is under no legal obligation to convey it to the Commonwealth. OWNER, by its authorized agent, hereby waives its right to be monetarily compensated for the property right being conveyed and hereby agrees, upon presentation, to execute deed conveying the property right to the Commonwealth.

By the signature of its authorized agent, OWNER also acknowledges that, prior to the conveyance, the Department will perform a valuation of the property right being donated and provide OWNER, in writing, with the Department's determination of the value of the property right being conveyed. OWNER, through its authorized agent, acknowledges that it has the right to waive this valuation and, by the signature of OWNER's authorized agent, does hereby ☐waive | ☐not waive its right to receive such valuation.

OWNER's authorized agent hereby warrants and represents that he/she has the full and unrestricted authority to execute this document on behalf of the OWNER and to waive or claim the rights set forth herein.

VDOT REPRESENTATIVE: _____

GIVEN this ____ day of _____, 20__.

OWNER: TOWN OF HERNDON, VIRGINIA, a municipal corporation

_____(SEAL) Name: Lisa C. Merkel
Signature Title: Mayor

City/County of _____)
Commonwealth of Virginia) to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lisa C. Merkel as Mayor of the Town of Herndon, Virginia, a municipal corporation.

My commission expires: _____
Registration #: _____

Notary Public

TAX MAPS # 0171-04-0005 & 0171-04-0004

UPC 50100
Parcel 021

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

This **DEED OF GIFT AND DONATION**, made this ____ day of _____, 20__, by and between **THE TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("GRANTOR"), and the **COMMONWEALTH OF VIRGINIA**, acting by and through the **VIRGINIA DEPARTMENT OF TRANSPORTATION**, ("GRANTEE").

WITNESSETH:

THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 6656, Project U000-235-110, RW-201, C-501, from Monroe Street (Route 228) to 0.006 miles West of Town of Herndon Limits in the Town of Herndon, Virginia; and

WHEREAS, GRANTOR is the Owner of certain real property situated in the Town of Herndon, which is designated in the Fairfax County Tax Records as Tax Map # 0171-04-0004 & 0171-04-0005 and is designated in the Commonwealth's Project plans as "Parcel 021" as shown on Sheets 8, 8 RW and 19(8(1)) of the plans for Route 6656, Project U000-235-110, RW-201, C-501, which Plan Sheets are attached hereto;

NOW, THEREFORE in consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, the **GRANTOR** hereby gives, grants and conveys unto the **GRANTEE** in fee simple, with General Warranty and English Covenants of Title, the land located in the Town of Herndon and more particularly described as follows:

PARCEL 021 - Being as shown on sheets 8, 8RW and 19(8(1)) of the plans for Elden Street (Route 6656), Project U000-235-110, RW-201, C-501, and beginning on the North (left) side of the East Elden Street (Route 6656) Construction Baseline Station from a point in the lands now or formerly belonging to Herndon Park, A Condominium opposite approximate Station 50+80 to a point in the lands now or formerly belonging to GMP Investments, LLC, opposite approximate Station 53+46, containing 6,743 square feet, more or less, land; together with the permanent right and easement to use the additional area shown as being required for the proper construction and maintenance of a permanent storm drainage easement, from opposite approximate Station 50+80 to opposite approximate Station 51+10 and from opposite Station 51+31.10 to opposite Station 51+60.98, altogether containing 1,302 square feet, more or less; together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes and for the proper construction of a utility duct bank together containing 26,471 square feet, more or less. Said temporary easements will terminate at such time as the construction of the aforesaid project is completed.

Being part of the land acquired by the Grantor from BETTY JANE CAMP, widow, by Deed of Gift dated October 22, 2001 and recorded December 12, 2001 as Deed Book 12468, Page 1223 in the office of the Clerk of the Circuit Court of Fairfax County.

For a more particular description of the land herein conveyed, reference is made to Sheets 8, 8RW and 19(8(1)) of the aforementioned project showing outlined in RED the land conveyed in fee simple, GREEN the permanent easement for storm drainage and ORANGE the temporary construction easements for cut /fill slopes and a utility duct bank, which is hereto attached as a part of this conveyance and recorded simultaneously herewith in the Clerk's Office of the County of Fairfax, Virginia in the State Highway Plat Book _____, Page(s) _____.

1) The **GRANTOR** by the execution of this instrument acknowledges that the land being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. **GRANTOR** also acknowledges that he is entitled to be compensated for the land hereby conveyed and, pursuant to Virginia Code Section 25.1-417 A 10 and by this donation, hereby waives its right to such compensation. A copy of **GRANTOR'S** acknowledgment of its rights is attached to and made a part of this deed.

2) The **GRANTOR** covenants and agrees for itself, its heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the **GRANTOR** which may result by reason of the use to

which the **GRANTEE** will put the land being conveyed, including such drainage facilities as may be necessary. This paragraph, however, does not apply to any physical damages caused by **GRANTEE**, its agents and contractors done to **GRANTOR**'s remaining property after construction of the aforesaid project begins.

[Signatures follow on next page]

WITNESS the following signatures and seals:

TOWN OF HERNDON, VIRGINIA

_____ (SEAL)

Name: Lisa C. Merkel

Title: Mayor

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

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

My Commission expires: _____.

Registration No: _____.

Notary Public

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Division
Attn: Acquisitions/Legal Section
4975 Alliance Drive
Fairfax, VA 22030

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS DEED OF EASEMENT, made this _____ day of _____, 20____, by and between TOWN OF HERNDON., a municipal corporation, Grantor, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, Grantee,

WITNESSETH: THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 6656, Project U000-235-110, RW-201, C-501, from Monroe Street (Route 228) to 0.006 miles West of the Town of Herndon Limits in the Town of Herndon, Virginia; and

WHEREAS, in the improvement it is necessary that the Grantee enter upon the lands of the Grantor located in the aforesaid town to establish and/or relocate utility facilities on the lands herein conveyed;

NOW THEREFORE, , in consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, the Grantor does hereby grant and convey to the Grantee, its agents, permittees, successors and assigns, the perpetual right and easement, to install, construct, operate, maintain, inspect, improve, relocate, alter, replace or remove one or more of the following, which shall collectively be referred to as "Utility Facilities":

- (a) communication systems, to be installed, operated, owned and maintained by Summit IG, Verizon Business, Cox Cable (formerly Media Cable), and Zayo, their agents, successors or

assigns, including, but not limited to telephone, cable television and high speed internet services, consisting of buried cables, buried wires, posts, terminals, pedestals, vaults, conduits, manholes, handholes, and related above-ground facilities including, but not limited to, cables, wires, poles, posts, terminals, location markers, cabinets, equipment housings, remote terminal units, and other appurtenances as may be from time to time required;

(b) electrical systems to be installed, operated, owned and maintained by Dominion Energy, their agents, successors or assigns, for transmitting and distributing electric power by one or more circuits, telephone and other communications systems relating thereto, and street lighting, consisting of wires, conduits, poles, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith;

(c) (c) gas systems for transmitting and distributing natural gas, consisting of various size gas pipelines, or pipelines, service pipes, valves, regulators and accessories, including wire or fiber optic communication cables;

over, under, through, upon and across the lands and property of the Grantor adjacent to Route 6656, situated in the Town of Herndon, Virginia, and including the right of reasonable egress and ingress to these Utility Facilities, said easement being more particularly bounded and described as follows:

Being as shown on Sheets 8RW and 19(8(1)) of the plans for Route 6656, State Highway Project U000-235-110, RW-201, C-501, Parcel 021, and beginning on the North (left) side of the East Elden Street (Route 6656) Construction Baseline from the lands now or formerly belonging to Herndon Park, A Condominium, opposite approximate Station 50+80 to the lands of now or formerly belonging to GMP Investments, LLC. opposite approximate Station 53+30 and containing 7,503 square feet in proposed

permitted utility easement as shown in **PINK**, a copy of which is attached hereto to be recorded herewith in State Highway Plat Book _____, Page _____.

Being part of the land acquired by the Grantor from Betty Jane Camp, by Deed of Gift dated October 22, 2001 and recorded December 12, 2001 as Deed Book 12468, Page 1223 in the office of the Clerk of the Circuit Court of Fairfax County.

The utility easements and all utility facilities installed thereon as hereinabove described are subject to the following conditions:

1. The Grantee, its agents, permittees, successors or assigns, and the respective owners of the utility facilities ("Utility Owners") shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise use of the easement and right of way as their interests are set forth herein, including the right of reasonable ingress to and egress from this easement over the remaining land of Grantor by such private roads as may now or hereafter exist on the property of Grantor. The right, however, is reserved to Grantor to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, then the Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall have such right of reasonable ingress and egress over the lands of the Grantor adjacent to the easement.
2. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall each conduct their operations within the easement area in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder. Any material interference or inconsistency between users of any joint utility easement created hereunder that is not otherwise resolved by the text of this deed shall be resolved in favor of the entity that held, prior to

the recording date of this deed, the first in time easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor. Notwithstanding the foregoing, should the operations of the Grantee, its agents, permittees, successors or assigns necessitate material interference with the easements, rights of way or interests of land acquired hereunder, the Grantee, its agents, permittees, successors or assigns shall, in accord with applicable law, have the right and obligation to provide a replacement easement to, or pay the relocation costs of, the affected entity, to the extent necessary to resolve such interference, provided the affected entity held an easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor prior to the recording date of this deed.

3. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities inside and outside the boundaries of the easement deemed to interfere with the proper and efficient use of the easement for the purposes named and/or the safe and proper operation of the utility facilities; provided, however, the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, at their own expense, shall restore, as nearly as possible, the property to its original condition, including the back-filling of trenches, the replacement of curbing and asphalt pavement, and the reseeded of grass areas, but not the replacement of structures, trees, or other obstructions. The right to trim, cut and remove trees or shrubbery inside the boundaries of the easement shall be in accordance with each Utility Owner's trimming specification, e.g., in compliance with the National Electric Safety Code; Virginia State Corporation Commission Guidelines on Tree-Trimming; the Virginia Overhead High Voltage Safety Act, Va. Code §§ 59.1-406 - 59.1-414; ANSI A-300 and ANSI Z-133. Outside the boundaries of the easement, the

Utility Owners may only trim, cut and remove trees or shrubbery (including but not limited to weak, diseased and/or dead vegetation) that pose a danger to the safe and reliable operation of the utility facilities in order to eliminate the hazard. All trees and limbs cut by the Grantee, its agents, permittees, successors and assigns, or the Utility Owners shall remain the property of Grantor.

4. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their respective utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of its facilities as it deems advisable, and consistent with the purposes named, without the prior consent of the Grantor.
5. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, subject to the rights acquired herein, repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement and right of way and (b) outside the boundaries of the easement caused by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners in the process of the construction, inspection, and maintenance of facilities by the Grantee, its agents, permittees, successors or assigns, and the Utility Owners, or in the exercise of their right of ingress and egress, provided that Grantor gives written notice thereof to Grantee, its agents, permittees, successors or assigns, or the Utility Owners, as appropriate, within sixty (60) days after such damage occurs.
6. The communications, electrical and gas systems constructed hereunder are and shall remain the property of the Grantee, its agents, permittees, successors or assigns, and the Utility Owners. The Grantee, its agents, permittees, successors or assigns, and the Utility

Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their individual utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of their facilities as they deem advisable, and consistent with the purposes named, without the prior consent of the Grantor. In making any such changes, alterations, substitutions, additions in and to, or extensions of its utility facilities after the initial installations for the Project herein described, the Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall not install any above ground pole, cabinet, transformer, fence or appurtenance within any existing paved parking area or entrance way without the prior consent of the Grantor; such consent shall not be unreasonably withheld. Manholes, vaults, handholes and similar types of appurtenances can be installed under paved areas and sidewalks provided they are load-bearing and are set flush with the existing pavement or sidewalk.

7. The Grantor, his successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby acquired, provided such use does not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of the rights acquired hereunder. Grantor shall not have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the easement; provided, however, Grantor may construct on the easement fences, landscaping (subject, however to the tree trimming rights in Paragraph 3 hereof), paving, sidewalks, curbing, gutters, street signs, and below-ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs and below-ground obstructions do not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their

exercise of any of its rights acquired hereunder. In the event such use by the Grantor does interfere with the exercise of any of the rights acquired by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners hereunder, the Grantee, its agents, permittees, successors or assigns, and the Utility Owners may, in their reasonable discretion, relocate such of its utility facilities as may be practicable to a new site designated by Grantor and acceptable to the Grantee, its agents, permittees, successors or assigns, and the Utility Owner. In the event any such facilities are so relocated, Grantor shall reimburse the Grantee, its agents, permittees, successors or assigns, or the Utility Owners for the cost thereof and convey to the Grantee, its agents, permittees, successors or assigns, and the Utility Owners an equivalent easement at the new site.

Grantee shall have the right to assign or permit usage of this easement, or portions thereof, said assignment and usage to be only for the purposes and subject to the limitations set forth herein.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to it or its authorized representative.

Grantor covenants that it is seized of the property and has the right to convey the easement and the rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and the rights and privileges hereby granted.

The Grantor covenants and agrees for itself, its heirs, successors and assigns that it has been made aware of its right to receive just compensation for the easement herein conveyed, and that the considerations aforementioned and paid to it shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation and maintenance of the utility facilities described herein.

[Signatures follow on next page]

WITNESS the following signatures and seals:

TOWN OF HERNDON, VIRGINIA

_____ (SEAL)

Name: Lisa C. Merkel

Title: Mayor

COMMONWEALTH OF VIRGINIA

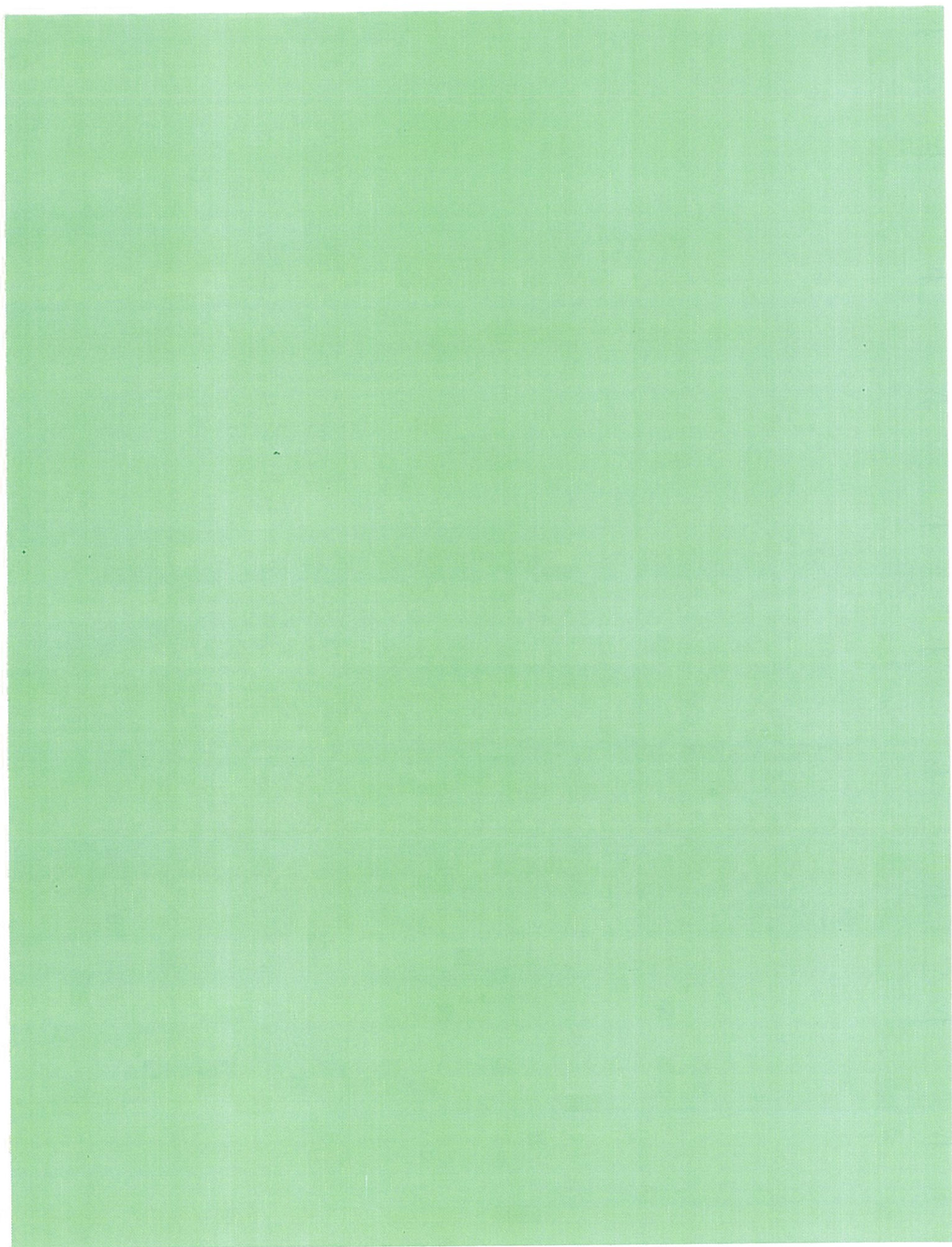
CITY/COUNTY OF _____

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

My Commission expires: _____

Registration No: _____

Notary Public



**CONVEYANCE OF LAND AND/OR EASEMENTS
TO THE COMMONWEALTH OF VIRGINIA
ACKNOWLEDGMENT**

The Town of Herndon, Virginia (the "OWNER") is the owner of the property identified in the Plat attached to this **ACKNOWLEDGMENT**. It is the intention of OWNER to convey the described property right to the Commonwealth of Virginia (the "Commonwealth") to be used for highway or other transportation purposes.

The property right is identified on said Plat and further described in an executed Deed to be filed at Land Records with this acknowledgement.

OWNER's authorized agent (whose signature appears below) has been advised, pursuant to Virginia Code Section 25.1-417, A, 10, by a representative of the Virginia Department of Transportation (the "Department"), whose name is printed below, that OWNER is entitled to be monetarily compensated for this property right and is under no legal obligation to convey it to the Commonwealth. OWNER, by its authorized agent, hereby waives its right to be monetarily compensated for the property right being conveyed and hereby agrees, upon presentation, to execute deed conveying the property right to the Commonwealth.

By the signature of its authorized agent, OWNER also acknowledges that, prior to the conveyance, the Department will perform a valuation of the property right being donated and provide OWNER, in writing, with the Department's determination of the value of the property right being conveyed. OWNER, through its authorized agent, acknowledges that it has the right to waive this valuation and, by the signature of OWNER's authorized agent, does hereby ☐waive | ☐not waive its right to receive such valuation.

OWNER's authorized agent hereby warrants and represents that he/she has the full and unrestricted authority to execute this document on behalf of the OWNER and to waive or claim the rights set forth herein.

VDOT REPRESENTATIVE: _____

GIVEN this ____ day of _____, 20__.

OWNER: TOWN OF HERNDON, VIRGINIA, a municipal corporation

Signature (SEAL) Name: Lisa C. Merkel
Title: Mayor

City/County of _____)
Commonwealth of Virginia) to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lisa C. Merkel as Mayor of the Town of Herndon, Virginia, a municipal corporation.

My commission expires: _____
Registration #: _____

Notary Public

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

This **DEED OF GIFT AND DONATION**, made this ____ day of _____, 20__, by and between **THE TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("**GRANTOR**"), and the **COMMONWEALTH OF VIRGINIA**, acting by and through the **VIRGINIA DEPARTMENT OF TRANSPORTATION**, ("**GRANTEE**").

WITNESSETH:

THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 6656, Project U000-235-110, RW-201, C-501, from Monroe Street (Route 228) to 0.006 miles West of Town of Herndon Limits in the Town of Herndon, Virginia; and

WHEREAS, GRANTOR is the Owner of certain real property situated in the Town of Herndon, which is designated in the Fairfax County Tax Records as Tax Map # 0171-02-0008 & 0171-06-J4 and is designated in the Commonwealth's Project plans as "Parcel 022" as shown on Sheets 8, 8 RW, 19(7(1)) and 19(8(1)) of the plans for Route 6656, Project U000-235-110, RW-201, C-501, which Plan Sheets are attached hereto;

NOW, THEREFORE in consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, the **GRANTOR** hereby gives, grants and conveys unto the **GRANTEE** in fee simple, with General Warranty and English Covenants of Title, the land located in the Town of Herndon and more particularly described as follows:

PARCEL 022 - Being as shown on sheets 8, 8RW, 19(7(1)) and 19(8(1)) of the plans for Elden Street (Route 6656), Project U000-235-110, RW-201, C-501, and beginning on the South (right) side of the East Elden Street (Route 6656) Construction Baseline Station from a point in the lands of the landowner opposite Station 48+13.95 to a point in the lands now or formerly belonging to Herndon Investments, LLC, opposite approximate Station 51+56, containing 8,450 square feet, more or less, land; together with the permanent right and easement to use the additional area shown as being required for the proper construction and maintenance of a permanent storm drainage easement, from opposite Station 49+19.37 to opposite Station 49+61.35 and from opposite Station 50+70.05 to opposite approximate Station 51+56, altogether containing 3,594 square feet, more or less; together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes and for the proper construction of a utility duct bank containing 30,071 square feet, more or less. Said temporary easements will terminate at such time as the construction of the aforesaid project is completed.

Being part of the land acquired by the Grantor from SCUDDER H. DARRAGH, TRUSTEE, and ROBERT D. LANNING, TRUSTEE, by Certificate dated August 1, 1974 and recorded August 19, 1974 as Deed Book 4089, Page 271, confirmed by Order dated January 2, 1976 and recorded January 23, 1976 as Deed Book 4341, Page 165; and being part of the land acquired by the Grantor from NATHAN GLASSMAN, TRUSTEE, and MARVIN DAVIS, TRUSTEE, by Certificate dated August 1, 1974 and recorded August 19, 1974 as Deed Book 4089, Page 275, confirmed by Order dated September 2, 1975 and recorded September 15, 1975 as Deed Book 4268, Page 585; and being part of the land part of the land acquired by the Grantor by Deed of Dedication and Subdivision from W. EVANS BUCHANAN COMPANY dated June 20, 1974 and recorded August 1, 1974 as Deed Book 4080, Page 182; and being part of the land acquired by the Grantor from UNION LAND AND MANAGEMENT COMPANY, DANIEL R. BAKER, REBECCA BAKER, ROBERT W. MOBLEY, CAROLYN MOBLEY, WILLIAM C. HOWLETT and ELEANOR N. HOWLETT by Deed of Dedication and Resubdivision dated December 14, 1984 and recorded January 15, 1985 as Deed Book 6084, Page 365 in the office of the Clerk of the Circuit Court of Fairfax County.

For a more particular description of the land herein conveyed, reference is made to Sheets 8, 8RW, 19(7(1)) and 19(8(1)) of the aforementioned project showing outlined in RED the land conveyed in fee simple, GREEN the permanent easement for storm drainage and ORANGE the temporary construction easements for cut /fill slopes and a utility duct bank, which is hereto attached as a part of this conveyance and recorded simultaneously herewith in the Clerk's Office of the County of Fairfax, Virginia in the State Highway Plat Book _____, Page(s) _____.

1) The **GRANTOR** by the execution of this instrument acknowledges that the land being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. **GRANTOR** also acknowledges that he is entitled to be compensated for the land hereby conveyed and, pursuant to Virginia Code Section 25.1-417 A 10 and by this donation, hereby waives its right to

such compensation. A copy of **GRANTOR'S** acknowledgment of its rights is attached to and made a part of this deed.

2) The **GRANTOR** covenants and agrees for itself, its heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the **GRANTOR** which may result by reason of the use to which the **GRANTEE** will put the land being conveyed, including such drainage facilities as may be necessary. This paragraph, however, does not apply to any physical damages caused by **GRANTEE**, its agents and contractors done to **GRANTOR's** remaining property after construction of the aforesaid project begins.

[Signatures follow on next page]

WITNESS the following signatures and seals:

TOWN OF HERNDON, VIRGINIA

_____ (SEAL)

Name: Lisa C. Merkel

Title: Mayor

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

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

My Commission expires: _____.

Registration No: _____.

Notary Public

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Division
Attn: Acquisitions/Legal Section
4975 Alliance Drive
Fairfax, VA 22030

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS DEED OF EASEMENT, made this _____ day of _____, 20____, by and between TOWN OF HERNDON., a municipal corporation, Grantor, and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, Grantee,

WITNESSETH: THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 6656, Project U000-235-110, RW-201, C-501, from Monroe Street (Route 228) to 0.006 miles West of the Town of Herndon Limits in the Town of Herndon, Virginia; and

WHEREAS, in the improvement it is necessary that the Grantee enter upon the lands of the Grantor located in the aforesaid town to establish and/or relocate utility facilities on the lands herein conveyed;

NOW THEREFORE, , in consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, the Grantor does hereby grant and convey to the Grantee, its agents, permittees, successors and assigns, the perpetual right and easement, to install, construct, operate, maintain, inspect, improve, relocate, alter, replace or remove one or more of the following, which shall collectively be referred to as "Utility Facilities":

- (a) communication systems, to be installed, operated, owned and maintained by Summit IG, Verizon Business, Cox Cable (formerly Media Cable), and Zayo, their agents, successors or

assigns, including, but not limited to telephone, cable television and high speed internet services, consisting of buried cables, buried wires, posts, terminals, pedestals, vaults, conduits, manholes, handholes, and related above-ground facilities including, but not limited to, cables, wires, poles, posts, terminals, location markers, cabinets, equipment housings, remote terminal units, and other appurtenances as may be from time to time required;

- (b) gas systems to be installed, operated, owned and maintained by Columbia Gas of Virginia, their agents, successors or assigns, for transmitting and distributing natural gas, consisting of various size gas pipelines, or pipelines, service pipes, valves, regulators and accessories, including wire or fiber optic communication cables;
- (c) water systems to be installed, operated, owned and maintained by Town of Herndon, Virginia their agents, successors or assigns, for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances; and
- (d) sanitary sewer systems to be installed, operated, owned and maintained by Town of Herndon, Virginia, their agents, successors or assigns, for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances;

over, under, through, upon and across the lands and property of the Grantor adjacent to Route 6656, situated in the Town of Herndon, Virginia, and including the right of reasonable egress and ingress to these Utility Facilities, said easement being more particularly bounded and described as follows:

Being as shown on Sheets 8RW, 19(7(1)) and 19(8(1)) of the plans for Route 6656, State Highway Project U000-235-110, RW-201, C-501, Parcel 022, and beginning on the South (right) side of the East Elden Street (Route 6656) Construction Baseline from the lands now or formerly belonging to the Herndon Lodge, LLC. opposite approximate Station 47+20 to the lands of now or formerly belonging

to Herndon Investments, LLC. opposite approximate Station 51+56 and containing 26,476 square feet in proposed permitted utility easement as shown in **PINK**, a copy of which is attached hereto to be recorded herewith in State Highway Plat Book _____, Page _____.

Being part of the land acquired by the Grantor from SCUDDER H. DARRAGH, TRUSTEE, and ROBERT D. LANNING, TRUSTEE, by Certificate dated August 1, 1974 and recorded August 19, 1974 as Deed Book 4089, Page 271, confirmed by Order dated January 2, 1976 and recorded January 23, 1976 as Deed Book 4341, Page 165; and being part of the land acquired by the Grantor from NATHAN GLASSMAN, TRUSTEE, and MARVIN DAVIS, TRUSTEE, by Certificate dated August 1, 1974 and recorded August 19, 1974 as Deed Book 4089, Page 275, confirmed by Order dated September 2, 1975 and recorded September 15, 1975 as Deed Book 4268, Page 585; and being part of the land part of the land acquired by the Grantor by Deed of Dedication and Subdivision from W. EVANS BUCHANAN COMPANY dated June 20, 1974 and recorded August 1, 1974 as Deed Book 4080, Page 182; and being part of the land acquired by the Grantor from UNION LAND AND MANAGEMENT COMPANY, DANIEL R. BAKER, REBECCA BAKER, ROBERT W. MOBLEY, CAROLYN MOBLEY, WILLIAM C. HOWLETT and ELEANOR N. HOWLETT by Deed of Dedication and Resubdivision dated December 14, 1984 and recorded January 15, 1985 as Deed Book 6084, Page 365 in the office of the Clerk of the Circuit Court of Fairfax County.

The utility easements and all utility facilities installed thereon as hereinabove described are subject to the following conditions:

1. The Grantee, its agents, permittees, successors or assigns, and the respective owners of the utility facilities ("Utility Owners") shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise use of the easement and right of way as their interests are set forth herein, including the right of reasonable ingress to and egress from this easement over the

remaining land of Grantor by such private roads as may now or hereafter exist on the property of Grantor. The right, however, is reserved to Grantor to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, then the Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall have such right of reasonable ingress and egress over the lands of the Grantor adjacent to the easement.

2. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall each conduct their operations within the easement area in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder. Any material interference or inconsistency between users of any joint utility easement created hereunder that is not otherwise resolved by the text of this deed shall be resolved in favor of the entity that held, prior to the recording date of this deed, the first in time easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor. Notwithstanding the foregoing, should the operations of the Grantee, its agents, permittees, successors or assigns necessitate material interference with the easements, rights of way or interests of land acquired hereunder, the Grantee, its agents, permittees, successors or assigns shall, in accord with applicable law, have the right and obligation to provide a replacement easement to, or pay the relocation costs of, the affected entity, to the extent necessary to resolve such interference, provided the affected entity held an easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor prior to the recording date of this deed.
3. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other

obstructions or facilities inside and outside the boundaries of the easement deemed to interfere with the proper and efficient use of the easement for the purposes named and/or the safe and proper operation of the utility facilities; provided, however, the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, at their own expense, shall restore, as nearly as possible, the property to its original condition, including the back-filling of trenches, the replacement of curbing and asphalt pavement, and the reseeding of grass areas, but not the replacement of structures, trees, or other obstructions. The right to trim, cut and remove trees or shrubbery inside the boundaries of the easement shall be in accordance with each Utility Owner's trimming specification, e.g., in compliance with the National Electric Safety Code; Virginia State Corporation Commission Guidelines on Tree-Trimming; the Virginia Overhead High Voltage Safety Act, Va. Code §§ 59.1-406 - 59.1-414; ANSI A-300 and ANSI Z-133. Outside the boundaries of the easement, the Utility Owners may only trim, cut and remove trees or shrubbery (including but not limited to weak, diseased and/or dead vegetation) that pose a danger to the safe and reliable operation of the utility facilities in order to eliminate the hazard. All trees and limbs cut by the Grantee, its agents, permittees, successors and assigns, or the Utility Owners shall remain the property of Grantor.

4. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their respective utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of its facilities as it deems advisable, and consistent with the purposes named, without the prior consent of the Grantor.

5. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, subject to the rights acquired herein, repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement and right of way and (b) outside the boundaries of the easement caused by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners in the process of the construction, inspection, and maintenance of facilities by the Grantee, its agents, permittees, successors or assigns, and the Utility Owners, or in the exercise of their right of ingress and egress, provided that Grantor gives written notice thereof to Grantee, its agents, permittees, successors or assigns, or the Utility Owners, as appropriate, within sixty (60) days after such damage occurs.
6. The communications and electrical systems constructed hereunder are and shall remain the property of the Grantee, its agents, permittees, successors or assigns, and the Utility Owners. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their individual utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of their facilities as they deem advisable, and consistent with the purposes named, without the prior consent of the Grantor. In making any such changes, alterations, substitutions, additions in and to, or extensions of its utility facilities after the initial installations for the Project herein described, the Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall not install any above ground pole, cabinet, transformer, fence or appurtenance within any existing paved parking area or entrance way without the prior consent of the Grantor; such consent shall not be unreasonably withheld. Manholes, vaults, handholes and similar types of appurtenances can be installed under paved areas

and sidewalks provided they are load-bearing and are set flush with the existing pavement or sidewalk.

7. The Grantor, his successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby acquired, provided such use does not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of the rights acquired hereunder. Grantor shall not have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the easement; provided, however, Grantor may construct on the easement fences, landscaping (subject, however to the tree trimming rights in Paragraph 3 hereof), paving, sidewalks, curbing, gutters, street signs, and below-ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs and below-ground obstructions do not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of its rights acquired hereunder. In the event such use by the Grantor does interfere with the exercise of any of the rights acquired by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners hereunder, the Grantee, its agents, permittees, successors or assigns, and the Utility Owners may, in their reasonable discretion, relocate such of its utility facilities as may be practicable to a new site designated by Grantor and acceptable to the Grantee, its agents, permittees, successors or assigns, and the Utility Owner. In the event any such facilities are so relocated, Grantor shall reimburse the Grantee, its agents, permittees, successors or assigns, or the Utility Owners for the cost thereof and convey to the Grantee, its agents, permittees, successors or assigns, and the Utility Owners an equivalent easement at the new site.

Grantee shall have the right to assign or permit usage of this easement, or portions thereof, said assignment and usage to be only for the purposes and subject to the limitations set forth herein.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to it or its authorized representative.

Grantor covenants that it is seized of the property and has the right to convey the easement and the rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and the rights and privileges hereby granted.

The Grantor covenants and agrees for itself, its heirs, successors and assigns that it has been made aware of its right to receive just compensation for the easement herein conveyed, and that the considerations aforementioned and paid to it shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation and maintenance of the utility facilities described herein.

[Signatures follow on next page]

WITNESS the following signatures and seals:

TOWN OF HERNDON, VIRGINIA

_____ (SEAL)

Name: Lisa C. Merkel

Title: Mayor

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

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

My Commission expires: _____.

Registration No: _____.

Notary Public



STAFF REPORT

Town Council
August 7, 2019

Title:

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

Staff Contacts:

David S. Stromberg, Zoning Administrator
(703) 787-7380
david.stromberg@herndon-va.gov

Lesa J. Yeatts, Town Attorney
(703) 787-7370
lesa.yeatts@herndon-va.gov

Summary:

This resolution approves a temporary license agreement which grants permission to Jimmy's Old Town Tavern to use the town alley located between 689 and 681 Spring Street for outdoor seating during an event on September 1st of 2019.

Description:

Jimmy's is seeking a Temporary Use Permit per Section 78-90.2 of the Town of Herndon Zoning Ordinance to use designated alley public space adjacent to Jimmy's for outdoor seating during an event on September 1st of 2019. The Town Attorney has determined that this use also requires a temporary license agreement. This resolution authorizes the Mayor to sign the necessary license agreement to permit Jimmy's to utilize the town's property.

Recommendation:

We recommend the Mayor and Town Council adopt the attached resolution approving the license agreement.

Attachments:

1. Resolution
2. Temporary License Agreement

3. Temporary Use Permit Application
4. Sketch of Property/Vicinity Map
5. Noise Permit

Prepared and Approved by:



Lesa J. Yeatts, Town Attorney



David S. Stromberg, Zoning Administrator

TOWN OF HERNDON, VIRGINIA

DRAFT RESOLUTION

AUGUST 13, 2019

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

BE IT RESOLVED by the Town Council for the Town of Herndon that:

1. The Town Council approves a temporary license agreement dated August 13, 2019 between the Town of Herndon as licensor and JOTT, INC. d/b/a Jimmy's Old Town Tavern (Jimmy's) as licensee. The license allows Jimmy's to use designated alley public space adjacent to Jimmy's for outdoor seating during an event on September 1st of 2019. The license agreement may contain other terms agreed to by the Mayor and is on file in the office of the Town Attorney.
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.

AGREEMENT

This Agreement ("Agreement") is made this 13th day of August 2019 by and between JOTT, INC. d/b/a Jimmy's Old Town Tavern ("Jimmy's") and the TOWN OF HERNDON, VIRGINIA, ("Town").

WHEREAS Jimmy's represents that they have a Temporary Use Permit to conduct an event in the Town of Herndon on September 1st of 2019 represented in "Exhibit 1" attached hereto ("Permit") and that Jimmy's would like to use the Town's property behind Jimmy's Old Town Tavern Restaurant as shown on the Permit and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley by Jimmy's on these dates as described in the Permit (on September 1st of 2019 only).

Now therefore the parties agree as follows:

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

Insurance limits shall not be less than the following amounts:

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

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

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

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

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

JOTT, INC.

d/b/a Jimmy's Old Town Tavern

By



James C. Cirrito
President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 30th day of July, 2019 by JAMES C. CIRRITO, President of JOTT, INC. d/b/a Jimmy's Old Town Tavern, a Virginia corporation, on its behalf.





Notary Public

My Commission Expires: 5/31/2022

Registration No.: 7771261

ATTEST:

TOWN OF HERNDON, VIRGINIA

Town Clerk

By _____
Lisa C. Merkel
Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

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

Notary Public
My Commission Expires: _____
Registration No.: _____

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

TUP #19-12

March 2013



RECEIVED ON

JUL 16 2019

DEPARTMENT OF COMMUNITY DEVELOPMENT

Department of Community Development, P. O. Box 427, Herndon, Virginia 20172-0427

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

(Not all temporary uses require a permit. See § 78-403.4 of the Herndon Town Code.)

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

Name of Business or Organization:

Jimmy's Old Town Tavern

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

697 Spring St. Herndon VA 20170

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

OUTDOOR DINING/FUNDRAISER
Sept 1, 2019 8AM - 11 PM

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

Alley behind Jimmy's

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

Name of Contact for the Temporary Use
(Applicant):

Jimmy Cirrito

Address of Permanent Residence:

9254 Matthew Dr. Manassas Park VA

Jimcirrito@aol.com

E-mail address

7/470-4014

Telephone # for
duration of temporary
use

7/435-2182

FAX #

The undersigned hereby applies for a Temporary Use Permit under the provisions of § 78-202.6
and § 78-403 of the Herndon Town Code.

I hereby affirm and certify that:

- The information provided on this form is true and correct to the best of my knowledge.
- The requirements associated with this application under § 78-202.6 and § 78-403 of the Herndon Town Code have been read and are understood.
- The use and occupancy of buildings and/or the use of land noted above is in conformance with all provisions of the Town of Herndon, Virginia Zoning Ordinance regulations to the best of my knowledge.
- The site shall be returned within 48 hours to its condition prior to the establishment of the temporary use.

James C. Cirrito

Signature of Contact (Applicant)

7-12-19

Date

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

Name and Title of Property Owner (Applicant):

Curtis/Herndon Properties

Mailing Address:

Vicki Wilhelm

Vicki@gvwillhelm.com

E-mail address

410-404-4839

Telephone

FAX #

TO BE SUBMITTED WITH THIS APPLICATION (Zoning Ordinance § 78-202.6)

☒ Proof of the validity of the contact information provided;

☒ A letter signed by the owner or owner's agent consenting to the application for the Temporary Use Permit;

☒ A Site Plan prepared in accordance with § 78-202.6 and showing the area of proposed activity with signage, display areas, illumination, vehicular entrances to the site (location, type and size), parking area associated with the temporary use (location, layout, and surface material);

☒ The detailed description of the proposed temporary activity requested above should include an analysis of any noise that may not comply with the noise provisions in the Herndon Town Code;

☒ Sample signage to be used;

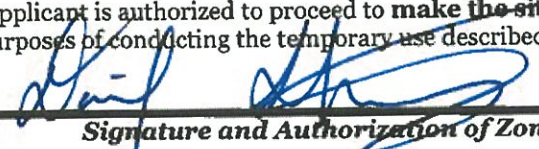
N/A A statement from the landowner(s) authorizing an agent to act on their behalf (if applicable);

N/A If a pre-application conference took place, a statement indicating the date and time a pre-application conference was held with the Town, as well as a list of participants in the conference;

_____ A receipt or other documentation indicating that taxes have been paid on lands subject to the application (may be obtained when application is filed).

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

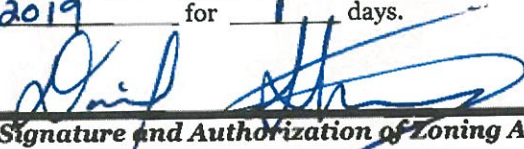
The applicant is authorized to proceed to **make the site improvements** shown on Site Plan # TUP 19-12 for purposes of conducting the temporary use described above.


Signature and Authorization of Zoning Administrator

7/29/2019
Date

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

The applicant has completed the site improvements in accordance with Site Plan # TUP 19-12 and the applicant is authorized to **begin operation of the temporary use**. This Permit is effective beginning 9/1/2019 for 1 days.


Signature and Authorization of Zoning Administrator

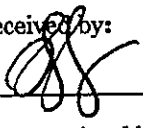
7/29/2019
Date

Signature of Zoning Inspector

Date

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

For Office Use Only:

STEP ONE (Site Plan)	Received by: 	Fee paid for Temporary Use Site Plan* application:	Date: 7/16/19	Case No.: TUP #19-12
	Use permitted by Town Code Section:			
	Tax Map Reference: 0162020086A		Zoning District: CC	
	Business and Occupational License #:		Status of Taxes: ☒ Paid ☐ Delinquent	
STEP TWO (ZIP)	Received by:	Fee paid for Zoning Inspection Permit/Temporary Use Permit:		Date:
*Note: no application fee is required for uses of less than 90 consecutive days in duration.				

**Distribution
after
approval:**

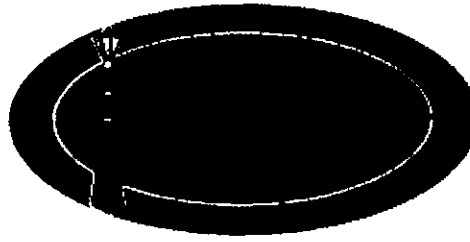
Applicant

Community
Development

Fire
Department

Finance

**NO
ALCOHOL
PAST THIS
POINT**



July 12, 2019

Special Agent, Samantha Rogers
Division of Law Enforcement Operations
Commonwealth of Virginia
Department of Alcoholic Beverage Control
Alexandria Regional Office
6308 Grovedale Drive
Alexandria VA 22310

Re: Request for Extension of License Privileges for outdoor Event, Sunday, September 1, 2019.

Dear Special Agent Samantha Rogers:

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

Sunday, September 1, 2019, from 8:00 AM to 11:00 PM

Enclosed please find the following:

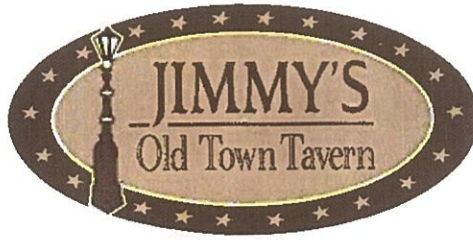
- Drawing of the proposed area.
- Application to the Town of Herndon for this event.

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

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

Sincerely,

James Cirrito
Owner
Jimmy's Old Town Tavern



July 12, 2019

Raymond P. Ocel, Jr.

Development Program Planner/Deputy Zoning Administrator

Town of Herndon

Department of Community Development

777 Lynn Street
Herndon VA 20170-0427

Re: Temporary Use Permit for the Extension of Retail Sales, Sunday, September 1, 2019

Dear Mr. Ocel,

This letter serves as a Request/Application for permission for Jimmy's Old Town Tavern, 697 Spring Street, to have the Town of Herndon issue a Temporary Use Permit for the Extension of Outdoor Retail Sales per The Town of Herndon Zoning Ordinance, Division 3. Temporary Uses; Sec.78-1392 Item (3) and Sec. 78-1395 Item (3) Outdoor Retail Sales Events & Sec. 78-1395 Item (4). Additional Permits for Temporary Use inclusive of Sunday, September 1, 2019 from 8am to 11:00pm.

Enclosed please find the following:

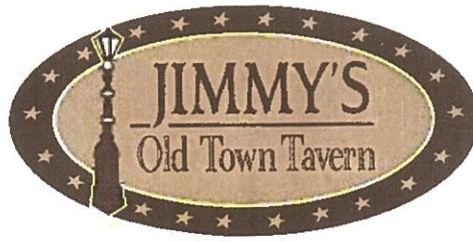
- Drawing of the proposed area
- Letters signed by the adjacent business allowing this event (The Upholstery Shop)
- Letter to the ABC Board of Virginia requesting an extension of license privileges.

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

Sincerely,

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

James C. Cirrito
Owner
Jimmy's Old Town Tavern



July 12, 2019

Mr. Raymond P. Ocel, Jr.
Town of Herndon
Dept. of Community Development
777 Lynn Street
Herndon VA 20170

Re: Temporary Use Permit for the Extension of Retail Sales for Outdoor Event, September, 2019.

Dear Mr. Ocel:

Relative to your request, I hereby give my permission for my business neighbor, Jimmy's Old Town Tavern, to provide an outdoor event on September, 2019 from 8am to 11pm. The location shall be in the alleyway behind and adjoining our businesses. The purpose of this event if to provide and sell food and beverages as an extension of the existing retail business known as Jimmy's Old Town Tavern.

Sincerely,

Jeff Colon, Owner
The Upholstery Shop
757 Elden Street
Herndon, VA 20170

Date:

A handwritten signature in black ink, appearing to be "Jeff Colon", written over a horizontal line. Below the signature, the date "7/12/19" is handwritten in the same ink.



William H. Ashton II
TOWN MANAGER
T(703) 787-7368
Bill.ashton@herndon-va.gov

TOWN COUNCIL
Lisa C. Merkel, Mayor
Sheila A. Olem, Vice Mayor
Jennifer K. Baker
Cesar del Aguila
Pradip Dhakal
Signe Friedrichs
Bill McKenna

March 25, 2019

James C. Cirrito
jimCirrito@aol.com

Re: Noise Permits for May 26, 2019 and September 1, 2019

Dear Mr. Cirrito:

This is in response to your request for noise permits for outdoor events to be held at Jimmy's Old Town Tavern, 697 Spring Street on Sunday, May 26, 2019 and on Sunday, September 1, 2019 from 8:00 a.m. until 11:00 p.m. Since there will be amplified sound, noise permits are required for these events. Your request is approved in accordance with the Town's noise ordinance, which allows music to be played until **10:00 p.m.**, and this letter will serve as your permit.

By copy of this letter to the Herndon Police, I am advising them of your upcoming events, since they enforce the noise ordinance.

Best wishes for successful events.

Sincerely,

A handwritten signature in black ink that reads "Bill Ashton".

Bill Ashton
Town Manager

c. Maggie A. DeBoard, Chief of Police

**TOWN OF HERNDON
APPLICATION FOR ROAD USE AUTHORIZATION**

(PRINT CLEARLY OR TYPE)

DATE OF APPLICATION: 3/25/19

DATE OF EVENT: 5/26/19 & 9/1/19 SPONSORED BY: Jimmy's Old Town Tavern

TIME BEGIN: 6:00am TIME END: 9:30am INCLEMENT WEATHER DATE:

ORGANIZERS OR PRIMARY CONTACT PERSONS

NAME Jimmy Cirrito

ADDRESS

cell 703-470-4014

HOME PHONE

REASON FOR EVENT AND NECESSITY FOR ROAD USE

Memorial Day & Labor Day Events

Road Closure of Spring St b/w Elden & Locust for motorcycles

INDICATE ROADWAYS TO BE USED - ATTACH A MAP OR ROUTES OR AREAS TO BE UTILIZED ON TRAVELED

Road Closure on Spring b/w Elden & Locust

WHAT TOWN SERVICES AND/OR EQUIPMENT ARE REQUIRED

DPW to provide Cones for Road closure (approx 12)

ESTIMATED NUMBER OF PARTICIPANTS: 100-200

ESTIMATED NUMBER OF VEHICLES: 100-200

**PERSON RESPONSIBLE FOR LIAISON WITH TOWN DURING EVENT AND NOTIFYING
PUBLIC WORKS DIRECTOR OF CANCELLATION/POSTPONEMENT**

NAME: _____ WORK PHONE: _____ HOME PHONE: _____

REVIEWING AUTHORITIES

DIR. OF PUBLIC WORKS DATE

POLICE CHIEF

DATE

TOWN MANAGER

DATE

APPROVAL ☒ DISAPPROVAL ☐ REASON _____

COMPLETED FORM SENT TO ORGANIZER:

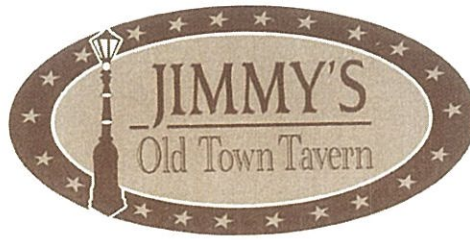
Michelle Port DATE 3/26/19

FOR PUBLIC WORKS USE ONLY

DATE RECEIVED: _____ BY: _____ SUPERVISION ASSIGNED: _____

SPECIAL EQUIPMENT NEED:

* Jimmy Cirrito to notify adjacent property owners & FCFD of Road Closures.



March 1, 2019

Michelle Flores
Assistant to the Town Manager
Town of Herndon
777 Lynn Street
Herndon VA 20170

Re: Request for Noise Permit for Outdoor Event, Sunday, May 29, 2019

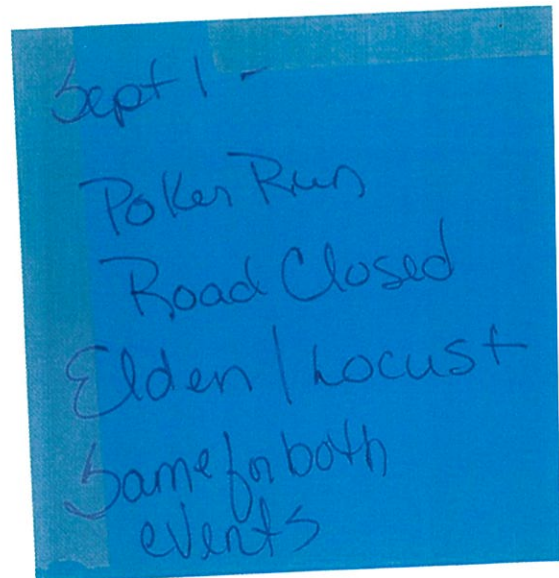
Dear Ms. Flores:

This letter serves as an Application/Request for a Noise Permit for Jimmy's Old Town Tavern, 697 Spring Street, to be issued in conjunction with a Temporary Use Permit for an Outdoor Event to begin at 8:00 AM and end at 11:00 PM on Sunday, May 26, 2019. In accordance with the Town's noise ordinance, music will be allowed to be played from 8:00 AM to 10:00 PM outside in the rear Alley on this date.

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

Sincerely,

James C. Cirrito
Owner
Jimmy's Old Town Tavern





STAFF REPORT

Town Council
August 7, 2019

Title: Herndon Bicycle Network Master Plan

Staff Contact: Bryce A. Perry, Deputy Director of Community Development
Bryce.perry@herndon-va.gov (703) 787-7380

Elizabeth M. Gilleran, Director of Community Development
Lisa.Gilleran@herndon-va.gov (703) 787-7380

Summary:

This is an initiative of the Town to adopt a standalone bicycle plan that sets forth the long term strategy for bicycle route locations and facility types, offers policy guidance on bicycle network planning and design, and summarizes the existing bicycle planning program and projects. This document was largely developed in coordination with Pedestrian & Bicycle Advisory Committee (PBAC) input and would build upon the previous Town Council endorsed Fairfax County Bicycle Master Plan for areas within Town boundaries.

Background:

The Town has been actively engaged in incorporating multi-modal accommodations into its transportation system for many years. This effort has been largely guided by the comprehensive plan, the Town Council vision statements and the objectives crafted to realize the vision, input provided by the PBAC, and best practices implemented by the professional planning and engineering staff. Specific to planning for enhanced bicycle service levels, the town first adopted a Master Trails plan that laid out a planned trail and sidewalk system designed to accommodate shared pedestrian and cyclists facilities. In 2012, the PBAC, Planning Commission, and Town Council endorsed the Town's inclusion in the Fairfax County Bicycle Master Plan. The Fairfax County plan imparted the location of existing and future bicycle routes and the type of facility for each route (i.e. bike lane, sharrow, cycle track, trail, etc.).

Planning Commission Comments and Endorsement

The PBAC steered the development of the proposed Herndon Bicycle Network Plan over the past year, reviewing the plan's iterations over several PBAC meetings. The Planning Commission reviewed the proposed plan in June 2019. They sought clarification regarding maintenance, types of facilities and proposed connections and locations. Two members of the Four Seasons community spoke voicing concerns due to the amount of traffic and vehicle parking along Summerfield Drive and April Way, as well as trail access within the community. Following further discussion and clarification, the Commission endorsed the plan via resolution. See Attachment #2.

Description:

The proposed Herndon Bicycle Master Plan is composed of three principle parts; an articulation of the guiding principles and objectives for bicycle planning and design, an

overview of the existing network and identification of the long-term planned network improvements, and an overview of the existing bicycle planning program and ongoing projects.

The document begins with an introduction that explains the plan's purpose, its basis for development, and how it should be implemented and maintained. After the introduction, the principles and objectives are provided. This section offers both a broad list of guiding standards to consider when any decision is made regarding bicycle planning and design projects, and a clear direction of the results sought. The section focused on the physical bicycle infrastructure network is next and contains information regarding the current environment for cyclists in town, as well as the active public improvement projects that will add dedicated bicycle facilities to the network. This section also includes the Bicycle Network Master Plan Map. This map shows the locations of every existing and planned bicycle route in town and the type of facility expected for each route. This is a long-term plan which assumes that some route locations and facilities types may require modification when the plan is evaluated in future years. The last section, covering the bicycle planning program, serves a dual purpose of summarizing the current program and offering some recommendation for expanding bicycle program initiatives.

Staff Analysis:

- This bicycle plan would serve as an important guiding document for the town. It would be the first plan solely dedicated to bicycle planning within Herndon Town limits. Herndon is one of the few jurisdictions in the Washington DC metropolitan area and Northern Virginia that does not currently have an adopted plan dedicated to the planning and design of its bicycle network and facilities. Town staff and decision-makers can rely on this plan to provide consistent and clear direction on how bicycle accommodations should be incorporated into the overall transportation system in town and what projects should be considered to ensure that the town continues to foster a safe, accessible, well-designed, and sufficiently-connected bicycle route network. Furthermore, this plan demonstrates the town's commitment to multi-modal transportation, a critical factor to success when applying for regional funding and recognition.
- The town is seeking to achieve a Bicycle Friendly Community Award. This nationally-recognized program, operated by the League of American Bicyclists, issues awards to the localities that excel at providing bicycle programs, services, and infrastructure to their respective communities. Local jurisdictions such as Fairfax County, Town of Vienna, City of Alexandria, and Arlington County have received this award. Herndon's eligibility for this award is greatly increased with the adoption of a dedicated bicycle plan.
- Though anticipated for adoption as a standalone document, this plan should be incorporated by reference in the town's 2030 Comprehensive Plan and some of its content reinforced within the transportation chapter of the comprehensive plan. Staff recommends that this amendment to the comprehensive plan occur following the 5-year review of the comprehensive plan when other updates to the transportation chapter may be evaluated and proposed.

Motion Alternatives:

1. Motion to approve draft resolution, adopting the proposed plan.
2. Motion to approve draft resolution, adopting the proposed plan, with changes.
3. Motion to continue to a date certain future Town Council public hearing.
4. Motion to deny adoption of the plan as recommended.

Staff Recommendation:

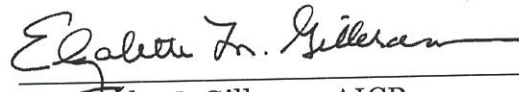
Staff recommends a motion to approve draft resolution in accordance alternative #1.

Attachments:

1. Draft Town Council Resolution, dated August 13, 2019
2. Planning Commission Resolution, Dated June 24, 2019
3. Draft Herndon Bicycle Network Master Plan, Dated June 2019



Bryce A. Perry
Deputy Director of Community Development



Elizabeth M. Gilleran, AICP
Director of Community Development

TOWN OF HERNDON, VIRGINIA

DRAFT RESOLUTION

August 13, 2019

Resolution- to consider the Town of Herndon Bicycle Master Plan.

WHEREAS, in 2008 the Town Council adopted the 2030 Comprehensive Plan which guides the town to *facilitate alternative modes of transportation within the town and provide safe streets that are friendly to pedestrians and bicyclists and continue to integrate pedestrian and bicycle facilities with the street and transit network;* and

WHEREAS, the Town Council's adopted 2035 Vision Statement expresses that *Residents walk, cycle, drive, or use public transit to their jobs, restaurants, and cultural events and Through thoughtful planning, the town has a network of sidewalks, trails, streets and connections to public transportation that provides residents the opportunity for one-car or no-car living;* and

WHEREAS, on August 14, 2012, the Town Council adopted a resolution endorsing specific bicycle route and facility improvements in coordination with the Fairfax County Bicycle Master Plan; and

WHEREAS, the Code of Virginia §15.2-2231 requires each locality to develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that may include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, bicycle accommodations; and

WHEREAS, the Town Council appointed Pedestrian & Bicycle Advisory Committee steered the development of the plan at several meetings and recommends its adoption; and

WHEREAS, the Planning Commission reviewed the plan at its public hearing on June 24, 2019, endorses the plan, and recommends its adoption;

NEW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia that the Town Council hereby adopts the Town of Herndon Bicycle Network Master Plan.

BE IT FURTHER RESOLVED that, the Town Council authorizes staff to make certain revisions to the Bicycle Network Master Plan, without prior Town Council approval for correction of clerical and administrative errors, updates of an administrative nature, excluding substantive changes.

BE IT FURTHER RESOLVED that, the Bicycle Network Master Plan shall be forwarded to Fairfax County transportation planning staff for integration into the County's Bicycle Master Plan.

BE IT FURTHER RESOLVED that, the Town Council recommends the Planning Commission to consider updates to the 2030 Comprehensive Plan transportation chapter to reference the Bicycle Network Master Plan and reinforce its content.

**TOWN OF HERNDON, VIRGINIA
PLANNING COMMISSION**

RESOLUTION

JUNE 24, 2019

Resolution- Town of Herndon Bicycle Master Plan.

WHEREAS, in 2008 the Town Council adopted the 2030 Comprehensive Plan which guides the town to *facilitate alternative modes of transportation within the town and provide safe streets that are friendly to pedestrians and bicyclists and continue to integrate pedestrian and bicycle facilities with the street and transit network;* and

WHEREAS, the Town Council's adopted 2035 Vision Statement expresses that *Residents walk, cycle, drive, or use public transit to their jobs, restaurants, and cultural events and Through thoughtful planning, the town has a network of sidewalks, trails, streets and connections to public transportation that provides residents the opportunity for one-car or no-car living;* and

WHEREAS, on August 14, 2012, the Town Council adopted a resolution endorsing specific bicycle route and facility improvements in coordination with the Fairfax County Bicycle Master Plan; and

WHEREAS, the Code of Virginia §15.2-2231 requires each locality to develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that may include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, bicycle accommodations; and

WHEREAS, the Town Council appointed Pedestrian & Bicycle Advisory Committee steered the development of the plan at several meetings and recommends its adoption; and

NEW THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Herndon, Virginia that the Planning Commission hereby endorses the Town of Herndon Bicycle Network Master Plan and recommends the Town Council hold a public hearing for the plan to maximize opportunity for public input.

BE IT FURTHER RESOLVED that, the Planning Commission recommends that the Town Council authorize staff to make certain revisions to the Bicycle Network Master Plan, without prior Town Council approval for correction of clerical and administrative errors, updates of an administrative nature, excluding substantive changes.

BE IT FURTHER RESOLVED that, the Planning Commission recommends the Bicycle Network Master Plan, upon adoption, is forwarded to Fairfax County transportation planning staff for integration into the County's Bicycle Master Plan.

BE IT FURTHER RESOLVED that, the Planning Commission will consider updates to the 2030 Comprehensive Plan transportation chapter to reference the Bicycle Network Master Plan and reinforce its content.



Bicycle Network Master Plan

June 2019 DRAFT

Prepared By:

Town of Herndon Department of Community Development

Herndon Pedestrian & Bicycle Advisory Committee:

- Council Member Cesar del Aguilar, Chair

Marcia Bouchard, Planning Commission Liaison

Eric Boll, HPRB-ARB Liaison

Martha "Jo" Adams

Sherry Blanton

Matthew Dykstra

Dua'a Elbarasse

Janis Linkov-Johnson

Ian MacDonald

Nancy Myers
- Bobby Galpin

Bryce Perry

Cindy Roeder

Richard Smith

Michael Wallick

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1

INTRODUCTION



Plan Purpose & Overview

This document serves as the Town of Herndon's first official plan dedicated principally to the development and maintenance of a safe, accessible, well-designed, and connected bicycle route network that serves the entire town. This plan also profiles the Town's existing bicycle program, guides further development of the program, and provides bicycle policy principles for consideration by land use decision makers. Accommodating active and non-motorized means of travel has been an important goal of town planning for decades and this plan serves to advance that effort.

This plan has been developed as a long-range planning document to guide the town's multi-modal approach to transportation planning and design, and maximize access to transit stations, schools, employment centers, and local goods and services providers.

Herndon has a relatively high population density compared to other suburban communities and with expected redevelopment around the Metrorail stations, downtown, and in Herndon's commercial, office, and industrial areas, additional growth is assured. Where density increases and mass transit becomes available or improves, bicycle trips increase substantially. This plan means to meet that trend and encourage cycling by creating the necessary programmatic and physical infrastructure to ensure safety and viability of cycling as a travel mode for commuting, for local trips to goods and services, and for recreation. If enhanced cycling service levels are achieved thus encouraging more trips by bicycle, reliance on motor vehicle transport may be reduced. Vehicle trip reduction could provide some relief of the land use and fiscal demands of moving and parking cars.

Plan Background & Methodology

Previously, bicycle network planning and design decisions were guided by the Town of Herndon Pedestrian and Bicycle Advisory (PBAC) and Town Council endorsed Fairfax County Bicycle Master Plan, which was developed by County staff in 2012 in consultation with Herndon staff and the PBAC. Prior to the 2012 initiative, such decisions were guided by the Town's Master Trails Plan. The Master Trails Plan called for a mixed use trail network with facilities that required combining the various alternative transportation options into a single facility. With the endorsement of the Fairfax County plan, and to reflect current best practice, the Town's policy has transitioned to dedicated bicycle facilities and a separation of cyclists from pedestrians to maximize the safety and encourage the use of both travel modes. This document implements the Town's revised policy.

TOH Bicycle Network Master Plan

Town staff worked closely with the PBAC in development of this plan. Each principle, objective, network route and type, and recommended program element was evaluated based on best practices, industry standard models, and local conditions and considerations.

The route locations and facility types were determined using the Peter Furth model for cycling infrastructure and his Bicycle Facility Selection Matrix (see Appendix) as the baseline. This model focuses on cyclist stress levels derived from roadway design and vehicle speed and volume. It should continue to be used in this manner for any revisions or updates to the network plan. In addition to the Furth model, local conditions were considered for each route location and facility type. It was important to identify how best to provide access to transit, schools and public facilities, as well as routes along commercial corridors for access to goods and services and employment.

This plan builds on the earlier Fairfax County plan by showing additional routes that more thoroughly respond to the Town Vision and Comprehensive Plan goals, and provide network access from all areas of Town. While the network routes and improvements proposed in this plan supersede the Fairfax County Bicycle Master Plan as it relates to areas within Town boundaries; continued coordination with the County plan is vital to ensuring regional connectivity.

Policy Guidance

Herndon has prioritized bicycle planning along with pedestrian planning to reduce reliance on motorized vehicles and the land use requirements to move and park motor vehicles, to encourage active living and a healthier public, and to move towards environmentally responsible land development. This policy is prevalent in the Town's 2030 Comprehensive Plan and the Town's 2035 Vision Statement. The vision statement expresses that:

Residents walk, cycle, drive, or use public transit to their jobs, restaurants, and cultural events.

Through thoughtful planning, the town has a network of sidewalks, trails, streets and connections to public transportation that provides residents the opportunity for one-car or no-car living.

The Transportation section of the Comprehensive Plan sets a goal to "Provide safe streets that are friendly to pedestrians and bicyclists". An objective for transportation states:

Continue to integrate pedestrian and bicycle facilities with the street and transit network through the Trail and Sidewalk Program and other project components of the Town's Capital Improvement Program involving transportation improvements.

Plan Implementation & Management

This plan was developed by Town planning staff in close consultation with the Town's Pedestrian & Bicycle Advisory Committee. Adopted by the Town Council by resolution following review and recommendation by the Planning Commission, this plan sets forth the Town's official policy for future implementation and maintenance of cycling infrastructure.

TOH Bicycle Network Master Plan

The Departments of Community Development and Public Works are largely responsible for implementation and maintenance. As initially devised, the plan does not set a specific schedule for implementation however that may be included as a plan addendum at a later date.

The PBAC will evaluate the plan annually and staff will report on the progress of its implementation.

Staff will consult with the PBAC for any minor changes to the network map. If any change is proposed for a significant portion of a route and/or facility, a map change and new resolution by the Town Council would be required.

2

PLAN PRINCIPLES & OBJECTIVES



Plan Principles

In implementing the Herndon Bicycle Network Master Plan the following principles shall be applied.

1. The network map should be followed to the greatest extent possible. Changes in route locations or facility type may be considered for modification in specific locations if overriding design and engineering challenges arise.
2. Designs for each route facility type should adhere to National Association of City Transportation Officials (NACTO) and American Association of State Highway and Transportation Officials (AASHTO) design guidelines. Signage shall adhere to the Manual for Traffic Control Devices (MUTCD) where applicable.
3. For routes that run within or along streets, cycle facilities should be separate from sidewalks. As an interim condition, extra wide sidewalks that serve a shared use function may be considered where better options are not available.
4. Dedicated bicycle facilities such as bicycle lanes and cycle tracks should be separated to the greatest extent possible from travel lanes. The use of striping on-street to create a buffered bike lane or the use of a raised tree zone off-street between the curb and facility is preferred where space allows.
5. Routes should coordinate with similar routes at the Town boundary as they continue into neighboring jurisdictions.
6. Route continuity is vital for route safety and usage however certain routes may be dependent on private development and completed in phases or segments. In those instances, the termini must provide safe connection to existing conditions.
7. Some routes may require land acquisition or access easement over private property. All route design must be sensitive to these instances and cognizant of impacts for property owners and costs to the Town.
8. Bicycle routes should provide access to Metrorail stations and Fairfax Connector stops. Transit stops benefit from bicycle amenities such as racks, shelters, lockers, and maintenance stations.

9. The safety of bicycle routes relies on appropriate maintenance. Routes should be kept clean and re-striped as part of a regular maintenance program.
10. Bicycle route design shall be sensitive to the service levels of other modes of travel and must coordinate with safe pedestrian and transit planning and design practices.
11. Provision of bicycle amenities such as racks, shelters, lockers, and maintenance stations should be coordinated with routes. Nonresidential property owners and business owners should be encouraged to provide bicycle accommodations outside the right-of-way for employees and customers.
12. Bicycle infrastructure planning, design, and construction should take into account all types of cyclists and the various reasons and personal preferences guiding the reasons people ride bicycles. Cycling is an activity that may be strictly recreational for some and it may be a necessary mode of travel for others. Cyclists may be commuting to work or just out for a family ride. Some cyclists may prefer to ride with vehicle traffic while some may opt to stay off-street. Bicycle facilities should be designed to recognize equity in this regard and maximize potential usage by ensuring the largest cross-section of cyclists are comfortable and safe using the provided facilities.

Plan Objectives

In implementing the Herndon Bicycle Network Master Plan the following objectives shall be achieved.

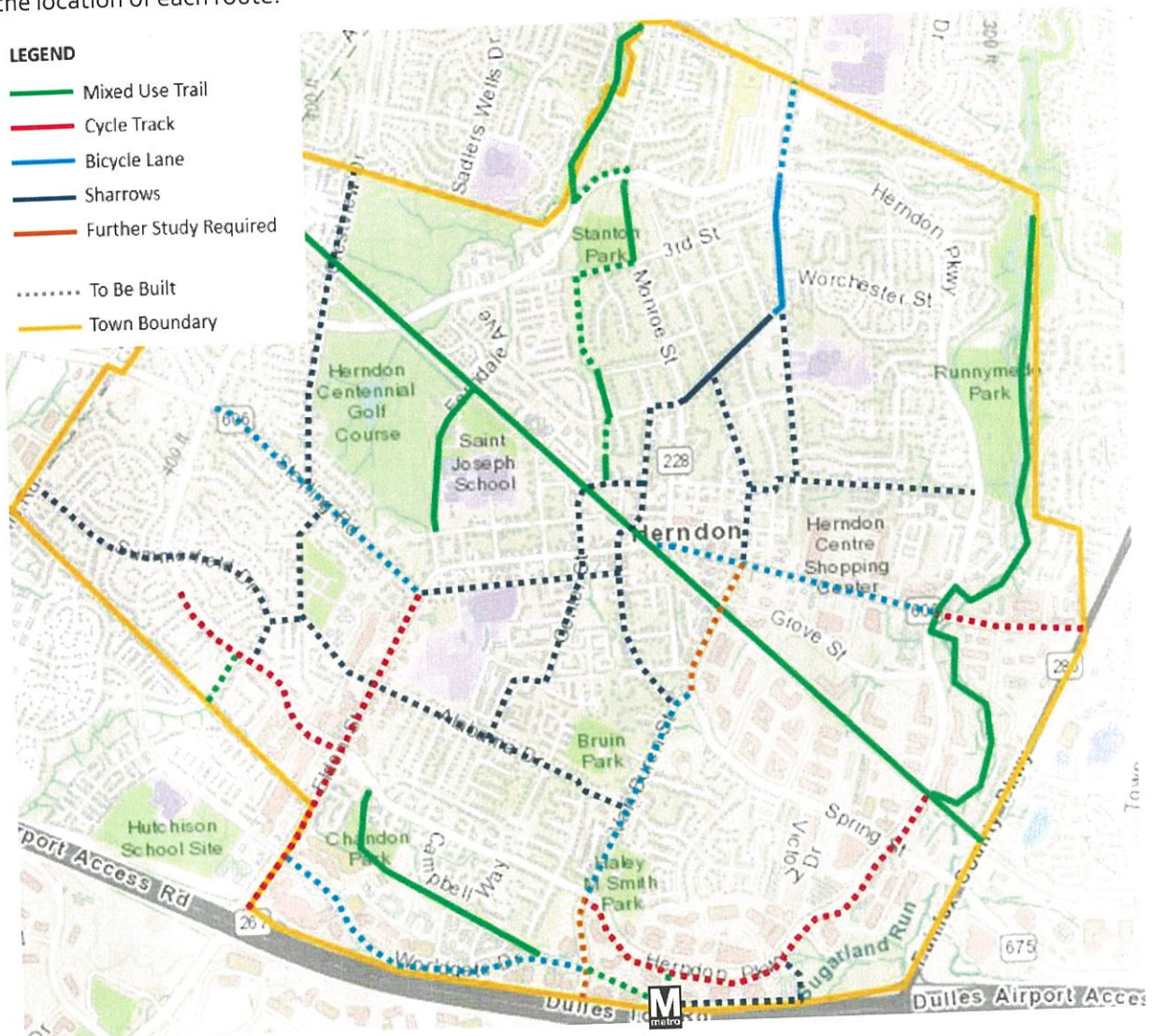
1. Establish baseline and seek to increase bicycle level of service townwide.
2. Establish baseline and seek to increase bicycle ridership throughout town.
3. Increase bicycle route network mileage annually until the network is completed in accordance with the plan.
4. Consider bicycle service levels and integrate bicycle facilities into all private development plans and public improvement plans.
5. Continue and expand bicycle use education and awareness programs and events.
6. Continue to develop partnerships with bicycle planning staff in other local jurisdictions, regional planning groups, and local advocacy groups.
7. Enhance bicycle safety and reduce opportunities for conflicts with other modes of travel.
8. Increase the available bicycle parking and bicyclist amenities on both private and public property.
9. Continue to utilize the PBAC as stewards of the Town's bicycle plan and advocates for safe, convenient, and well connected bicycle facilities.

3 NETWORK PLAN & MAP



Bicycle Network Master Plan Map

The Bicycle Network Master Plan Map shows all existing and proposed bicycle network routes and facility types. It shows the eventual final condition of the Town's bicycle route network and functions as a planning tool for programming when and how certain routes are created. This map may be modified as part of its annual review. Town staff will maintain a larger version of this map that more clearly indicates the location of each route.



Bicycle Network Projects

The Town has numerous public improvement projects in construction, design, and planning phases that include significant upgrades to bicycle service level and facilities. The following table lists the current projects. This table will be updated as part of this plan's annual review.

ACTIVE PROJECTS <i>Last Updated: June 2019</i>			
Project Name	Project Location	Status	Notes
East Elden Street - Bicycle Lanes & Cycle Track	Between Fairfax County Parkway and Monroe Street	Design Completed.	Expected to be under construction in 2024. Town project.
Chandon Park - Mixed Use Trail	To connect with Worldgate Trail to Van Buren Street	Design Completed.	Expected to begin construction in 2019. Town Project.
Herndon Parkway - Cycle Track	From Spring Street to Van Buren Street	Fully planned and concept designed. Portions completed.	To be built in phases <i>dependent on private development</i>
Van Buren Street Phase I- Bicycle Lanes	From Spring Street to Herndon Parkway	Fully planned and designed.	Expected to begin construction in late 2019. Town project.
Van Buren Street Phase II – TDB Facility Type	From Herndon Parkway to south town line and Spring Street to W&OD	Planned and beginning concept design	May also be built in phases <i>dependent on private development</i> .
Sterling Road – Bicycle Lanes	From Elden Street to Herndon Parkway	Planned, not yet designed.	Expected concept design in FY20. Town project.
Trails to Metro – Mixed Use Trail	From Worldgate Drive to Herndon Metrorail Station	Fully planned and designed	Expected to begin construction in late 2019. Town project.
Folly Lick Regional Trail	From Herndon Parkway to Center Street	Fully planned and concept designed	Dependent on substantial land acquisition (as currently designed). Town project.
Station & Spring Streets - Sharrows	From Park Avenue to Van Buren Street	Fully planned and designed	Expected construction 2019. Within existing right-of-way. Town project.

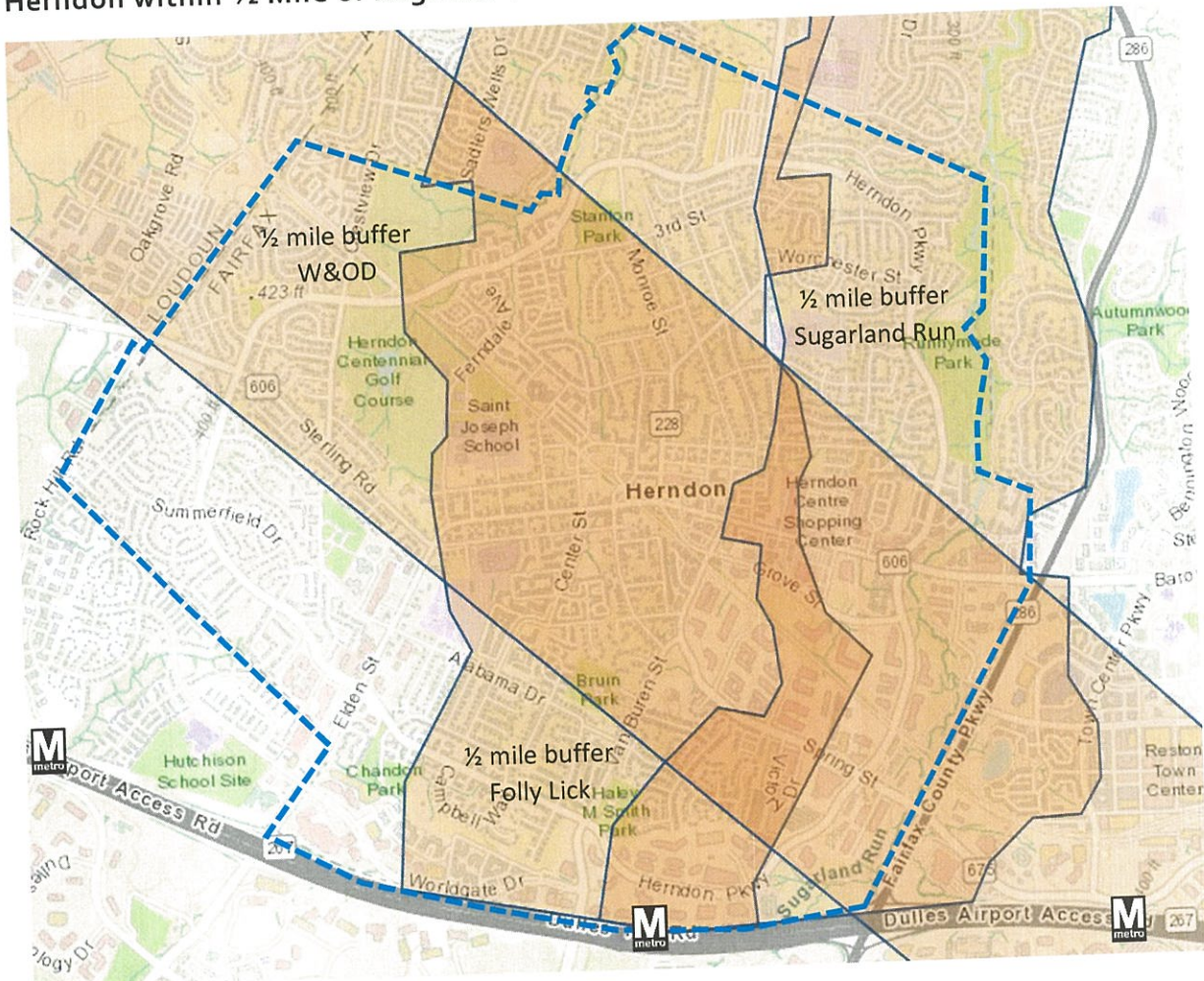
Existing Network

In recent years, Herndon has become a leader in the incorporation of bicycle facilities into public improvement plans. Many of the dedicated bicycle routes shown on the Network Map (Page 10), are

programmed to be constructed in the coming years. Those projects are listed in the Active Bicycle Network Projects table on Page 11 and will add approximately 6 miles of bicycle routes in town. Before completion of these new facilities, numerous routes are already available to cyclists in Herndon, and are heavily used. Three mixed use off-road regional trails either fully or partially pass through the town; the Sugarland Run Trail, Folly Lick Branch Trail, and the W&OD Trail. The W&OD Trail in particular has become a vital connection for cyclists commuting, training, and recreating. In addition to these regional off-road trails, Herndon has several wide sidewalks that were built as part of the Master Trails Plan to accommodate both cyclists and pedestrians. Many of these sidewalks provide local connectivity to residential neighborhoods in Town.

The following map shows the extent to which the Town is accessible by means of off-street trails. Most of the Town is within a half mile of a regional trail that provides off-street connectivity to neighboring jurisdictions, recreational areas, and Metrorail stations.

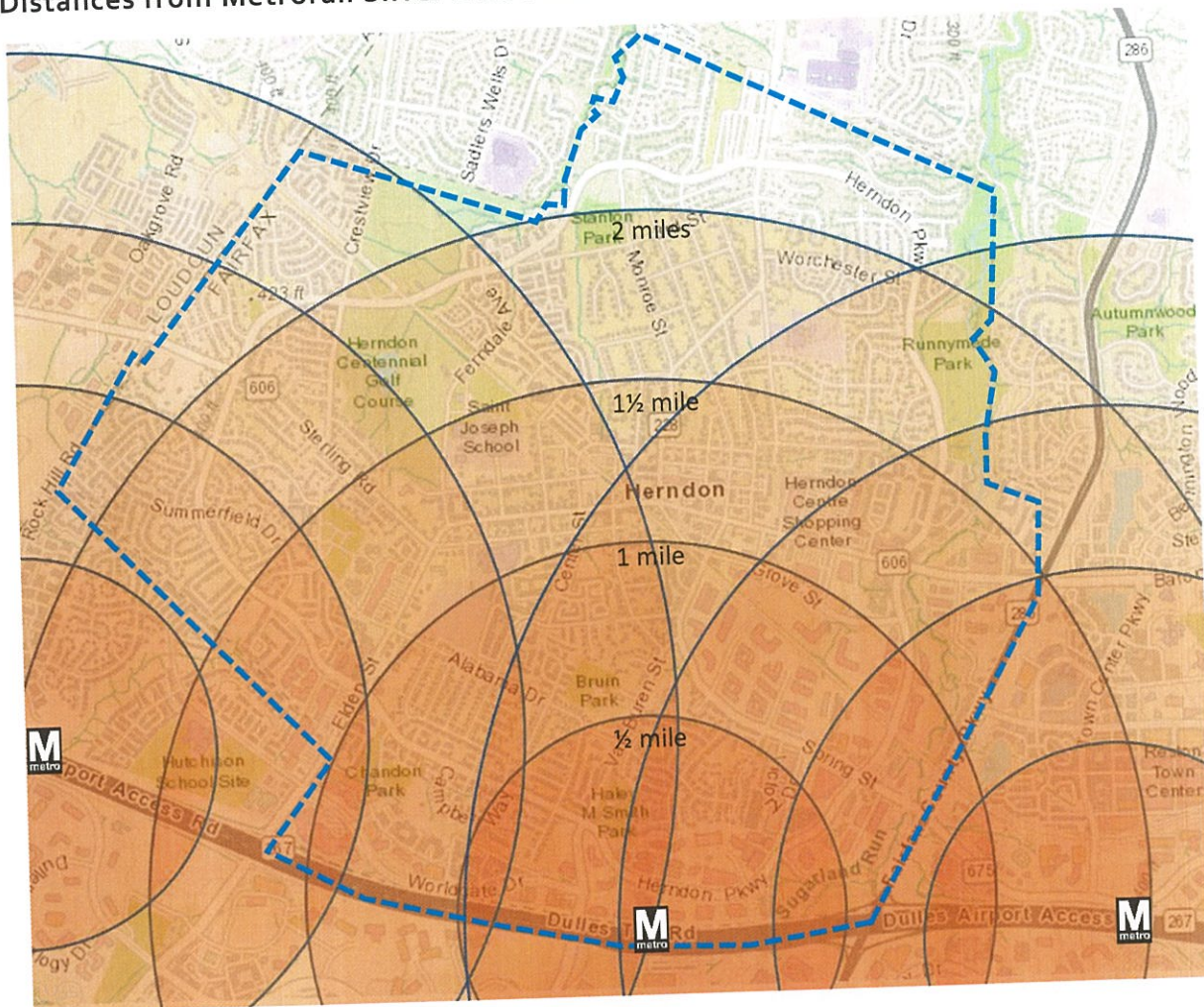
Herndon within ½ Mile of Regional Trail



TOH Bicycle Network Master Plan

In the future, the Town will have three Metrorail stations within cycling distance; Herndon Station, Innovation Center Station, and Reston Town Center Station. Access to these stations is of paramount consideration when implementing the bicycle plan and maintaining its planned network routes as they come to fruition. The following map shows the proximity of various Herndon neighborhoods to the Metrorail stations.

Distances from Metrorail Silver Line Stations



The Town seeks to improve and expand its bicycle network as guided by this plan. This will be primarily achieved through the Town's Capital Improvement Program (CIP). The CIP currently has 15 projects that include significant bicycle facility components and a project sheet solely dedicated to installing bicycle routes in compliance with the bicycle plan.

With the existing trails serving as the backbone to a well-connected bicycle route network, continued supportive planning foresight, and a commitment to implementing the principles and objectives

TOH Bicycle Network Master Plan

provided in this plan through the CIP Program and Bicycle Program, Herndon has great opportunity to become a model for creating and maintaining a connected bicycle network that integrates into the pedestrian environment and transit network and enhances multi-modal levels of service. Herndon faces challenges though in effectuating a more balanced multi-modal transportation system in town is due to an increasingly competitive funding environment and the physical constraints of retrofitting its suburban land development pattern. Staying mindful of these challenges are important when evaluating and developing schedules for the bicycle program and bicycle project implementation.

4 BICYCLE PROGRAM



Existing Program

Bicycle-related activities are managed across multiple town departments including Parks and Recreation, Public Works, Herndon Police Department, and Community Development. Town initiatives principally focused on or partially inclusive of bicycle programs or infrastructure are typically an inter-departmental effort. The Pedestrian and Bicycle Advisory Committee functions as a Town Council appointed group tasked to advise the Council on projects, plans, programs, and policies with bicycle (or pedestrian) components.

Bicycle infrastructure projects are largely managed through the Capital Improvement Program (CIP) as either standalone CIP projects or part of larger public improvement projects. Funding originates from various local, regional, and federal sources. Bicycling planning staff reviews public improvement project designs as part of a formal internal review process.

Bicycle facility design is guided by NACTO, AASTHO, and MUTCD standards, the Herndon Streetscape Manual, the Urban Design and Architectural Guidelines for the Herndon Transit-Oriented Core, and the Herndon Parkway Cycle Track Design Guidelines. The streetscape manual include design standards and material specifications for features such as bicycle racks, bicycle shelters, and bicycle repair stations. Both sets of guidelines set dimensional standards and material guidance for specific bicycle routes nearest to the Herndon Metrorail Station.

Program Projects

Transportation Demand Management Programs

The Town requires Transportation Demand Management (TDM) plans and practices for redevelopment that occurs nearest to the Herndon Metrorail Station. As part of TDM plans, the Town encourages the use of bicycle trips and the accommodation of cyclists to be integrated into building and site design. TDM plans should be established for developments and commercial enterprises throughout town to reduce the need for parking, reduce congestion, and provide alternative travel solutions to employees or customers.

Bicycle Parking

Herndon's zoning ordinance requires off-street bicycle parking within three planned development zoning districts. These three districts comprise the areas in town with the highest permitted densities. This

TOH Bicycle Network Master Plan

bicycle parking regulation is meant to ensure that residents, employees, and visitors on private property are provided appropriate facilities to park bicycles. Specific ratios are used to calculate the number of bicycle parking spaces per square footage of each specific land use category. A town-wide bicycle ordinance that expands required off-street bicycle parking to all zoning districts other than single family residential districts would ensure consistency in the types of bicycle facilities available throughout town.

The Town installs bicycle racks along public streets typically as part of larger public improvement projects and requires public bicycle racks as part of private development requiring a site plan. On-street public bicycle racks may be sponsored by a private entity and placed based on need determined by staff and preference of the sponsor. Expanding and formalizing a public bicycle rack program whereby citizens, organizations, or businesses may request a public bicycle rack and/or partnering with a private individual or group to sponsor public bicycle racks may encourage bicycle ridership by providing safe and convenient parking and possibly deter parking of bicycles in areas that obstruct sidewalks, damage landscaping, or pose a safety or security risk.

Design Manual

The Town relies on design guidance from the American Association of State Highway and Transportation Officials' (AASHTO) *Guide for the Development of Bicycle Facilities* and the National Association of City Transportation Officials' (NACTO) *Urban Bikeway Design Guide* when planning and designing bicycle routes. Additionally, Herndon design guideline documents and the Herndon Streetscape Manual are used. The streetscape manual mostly focuses on the design of public right-of-ways behind the curb and pedestrian accommodations. The development of design standards and guidelines would be beneficial to ensure clear and consistent direction for designers working on a bicycle route project and articulate the expected level of design. Those standards may be developed as part of a standalone bike facility design manual, or better may be integrated into this bicycle plan or the streetscape manual or both.

Bicycle Sharing

Access to bicycle sharing has become an important component of urban transportation networks. The Town is pursuing the establishment of a bicycle sharing program in partnership with Fairfax County. The County currently uses Capital Bikeshare as its public bicycle sharing vendor. Capital Bikeshare operates stations immediately outside Herndon within Reston. The Town is undergoing a planning study to determine the preferred location and number of stations, and is evaluating potential funding sources. It is the Town's intent to provide bicycle sharing services throughout town, but its initial focus is to locate them within areas of higher density, mix of uses, and close proximity to mass transit, employment, retail centers, and access to the W&OD Regional Trail. The Town is also considering policy for dockless bicycle and scooter sharing companies that already operate in Fairfax County and other areas of metropolitan Washington DC. As the nearby Metrorail stations begin to operate and redevelopment continues in Herndon, availability of bicycle sharing programs that integrate with other nearby programs should encourage bicycle ridership, enhance access to bicycles, and improve the balance of the current transportation modal split.

Personal Transporters

The use of personal transporters both by bicycle and scooter sharing companies and by private individuals, have increased in recent years. That trend is expected to continue in Fairfax County and the

TOH Bicycle Network Master Plan

Town of Herndon. Personal transporters typically use small electric motors to fully power mobility or assist with manual power. These vehicles are now permitted on the W&OD Trail and Fairfax County trails and are beginning to be used on Herndon sidewalks and streets. While electric scooter, pedal-assist bicycles, Segways, and other similar transporters have become a viable transit option, ensuring that they can be used safely with other travel modes is a key consideration. Pursuing guidelines and policies to best manage their use with the primary goals of enhancing transportation options but avoiding potential conflict with pedestrians, cyclists, and motorists, would be an important early step to addressing integration of personal transporters into the bicycle network.

Complete Streets

Herndon has implemented Complete Streets planning and design principles for years if not decades. Using the Town's 2030 Comprehensive Plan as the source of guidance, the town's transportation-related ordinances, programs, and projects have consistently employed a balanced approach to transportation infrastructure network improvements that address not just motor vehicles but also pedestrian, bicycle, and transit-user mobility. The concept of Complete Streets is meant to create a public facility that is accessible, safe, convenient, and comfortable for all modes of travel where no single mode level of service is operated at the expense of another mode. The success of the Bicycle Network Master Plan hinges on the plan's ability to consider impacts to other modes and adaptability to effectively incorporate those consideration into plan implementation. To best articulate and reinforce the town's commitment to a balanced transportation infrastructure network, a Complete Street Policy should be established and formally adopted. This policy would be instrumental in aiding decisions through the planning and design phases of infrastructure projects and serve a promotional function that demonstrates an obligation to a better balanced and more sustainable transportation system in Herndon.

5

APPENDIX



Bicycle Facility Stress Level Matrix

Bicycle Facility Selection Matrix

LANE CONFIGURATION	DAILY VEHICLE TRIPS	STREET TYPE & SPEED LIMIT			
		Urban Local	Urban Through	Rural Local	Fast Traffic
		25MPH speed limit	30MPH speed limit	40MPH speed limit	45MPH speed limit or more
2 LANES (one-way each), no center-line	< 2500	sharrows	bike lane	buffered bike lane	cycle track
	2000 to 3000	sharrows	bike lane	buffered bike lane	cycle track
	3000 to 5000	sharrows	bike lane	cycle track	cycle track
	> 4000	bike lane	buffered bike lane	cycle track	cycle track
2 LANES (one-way each), with center-line	any	bike lane	buffered bike lane	cycle track	cycle track
4 LANES (two-way) or more	any	n/a (does not exist)	cycle track	cycle track	cycle track

Town Council Resolution

TOWN OF HERNDON, VIRGINIA

ORDINANCE

AUGUST 13, 2019

Ordinance - to amend Chapter 54 (PERSONNEL), Article V (Conflict of Interest), Section 54-111 (Disclosure by town officers and employees), to revise the positions required to complete a disclosure statement of personal interests identified in Code of Virginia, §§ 2.2-2115 and 2.2-3117

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

1. Chapter 54, (PERSONNEL) of the Herndon Town Code is amended and reenacted as follows.

Sec. 54-111. - Disclosure by town officers and employees.

As a condition to assuming office or employment, the town manager, the town attorney, the director of finance, the director of parks and recreation, the director of public works, the director of community development, the chief of police, the director of information technology, the director of human resources, the director of golf, the deputy town attorney, the deputy director of finance and the purchasing agent ~~town attorney~~ shall each file, under oath or affirmation, a disclosure statement of personal interests and other information as required on the form or forms identified in Code of Virginia, §§ 2.2-2115 and 2.2-3117 at such times and for such periods as required by state law. The town clerk shall distribute the statement of economic interest form to the designated individuals at least 20 days prior to the filing deadline.

(Code 1992, § 17-101; Ord. No. 05-O-36, § 1, 9-27-2005; Ord. No. 12-O-29, § 1, 11-13-2012; Ord. No. 15-O-05, § 1, 1-13-2015; Ord. No. 17-O-02, 1-24-2017)