

**TOWN OF HERNDON, VIRGINIA
WORK SESSION AGENDA
HERNDON POLICE DEPARTMENT – COMMUNITY ROOM
397 HERNDON PARKWAY
July 5, 2022
7:00 PM**

CALL TO ORDER

1. Roll Call & Determination of Quorum

PUBLIC HEARINGS

2. Ordinance 22-O-17, to approve the conveyance and assignment of easements to Washington Metropolitan Area Transit Authority (WMATA) for construction and maintenance of rail facility improvements associated with the Herndon Metrorail Station that is part of the Dulles Corridor Metrorail Project Phase 2

GENERAL

3. Resolution 22-G-42, to Adopt Parks and Recreation Fee Waiver Procedure
4. Resolution 22-G-47, to endorse and approve the submission of a funding application to the Virginia Department of Transportation (VDOT) for FY26-FY27 Smart Scale Funding to be directed towards the project titled *'Herndon Parkway Improvements at Worldgate Drive Extension'*

DISCUSSION

5. Options for Changing Town Elections – Town Manager

ROUNDTABLE



STAFF REPORT

Town Council

July 5, 2022

Title:

Ordinance- to approve the conveyance and assignment of easements to Washington Metropolitan Area Transit Authority (WMATA) for construction and maintenance of rail facility improvements associated with the Herndon Metrorail Station that is part of the Dulles Corridor Metrorail Project Phase 2.

Staff Contacts:

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

Lauri A.N. Sigler, Deputy Town Attorney
(703)787-7370
lauri.sigler@herndon-va.gov

Action Requested:

The purpose of this item is to consider approval of the conveyance, the assignment, and designation of easements to the Washington Metropolitan Area Transit Authority (WMATA) on Town Owned property at 585 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #:0164-02-0026B2 (formerly Tax Map # 0164-02-0026B1) and on property owned by ERGS HMP, LLC at 194 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map # 0164-02-0026A1, for construction and maintenance of rail facility improvements associated with the Herndon Metrorail Station that is part of the Dulles Corridor Metrorail Project Phase 2 and to authorize the Mayor to execute the Deed of Easement and Assignment of Easements (Silverline-Herndon Station) in final form approved by the Town Attorney.

Description:

As a stakeholder in the Dulles Corridor Metrorail Project Phase 2 (the "Project"), the Town acquired a total of 0.6795 acres (29,601 square feet) of land in fee simple, now known as Fairfax County Tax Map No. 0164-02-0026B2 (the "Town Parcel"), from three separate adjacent property owners. The Town Parcel is now improved with a pavilion for passengers to access the new Herndon Metrorail Station, multiple facilities to support the new station, utilities, and a long walkway or promenade that will be the primary access to the new station from Herndon Parkway. The Town must now convey a surface easement, an exclusive surface easement, utility easements and

pedestrian bridge easement over and across the Town Parcel to enable WMATA to access, operate and maintain the pavilion buildings, utilities and other infrastructure constructed by the Project on the Town Parcel.

In 2019, the Town acquired a pedestrian bridge easement, a utility easement and a plaza easement over and across a parcel of land owned by ERGS HMP, LLC, known as Tax Map No. 0164-02-0026A1 (the “ERGS HMP Property”) by deed recorded in Deed Book 25834, Page 0647 of the Fairfax County Land Records, with the intent to later convey or assign these easements to WMATA for the benefit of the Project.

Furthermore, the Town acquired an ingress-egress easement and the right to use designated parking spaces over and across a parcel of land owned by Parkview Executive Center Joint Venture, R.L.L.P., known as Tax Map No. 0164-10-0007C (the “Parkview Property”) by deed recorded in Deed Book 25315, Page 1230 of the Fairfax County Land Records, with the intent to later designate WMATA as the permitted user of the easement rights to allow WMATA and its agents full and free access of the Town Property, the utilities and other facilities and infrastructure for the benefit of the Project.

Pursuant to Virginia Code §15.2-1800, the Town is required to conduct a public hearing prior to approving and granting easements on Town owned property or assigning easements the Town previously acquired.

There is a related Operation and Maintenance Agreement (DIAAH – DTR – Dulles Greenway – and Phase 2 Facilities Generally) that describes in detail the respective maintenance responsibilities of the Town, WMATA, Metropolitan Washington Airports Authority (MWAA), the Virginia Department of Transportation (VDOT), and Toll Road Investors Partnership II, L.P (TRIP II) for specific facilities and infrastructure located at the Herndon Metrorail Station. The Town Council approved this agreement at the June 12, 2022, public session meeting, and authorized the Mayor to sign it in final form approved by the Town Attorney.

Staff has reviewed the proposed Deed of Easement and Assignment of Easements (Silver Line – Herndon Station) and associated plat prepared by Wiles Mensch Corporation, between the Town and WMATA attached to this Staff Report and is recommending approval. The proposed Deed of Easement and Assignment of Easements with plat and a draft ordinance approving the documents are attached for Town Council’s consideration.

Fiscal Impact:

There is no financial obligation for the Town associated with the conveyance and assignment of the easements. Routine and long-term future maintenance cost of some of the easement areas and facilities will be the responsibility of the Town and will be funded through the annual budget.

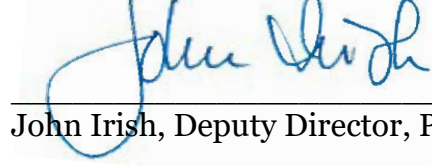
Recommendation:

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

Attachments:

1. Draft Ordinance
2. Deed of Easement and Assignment of Easements (Silver Line – Herndon Station) with associated plat attached

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

July 12, 2022

Ordinance- to approve the conveyance and assignment of easements to Washington Metropolitan Area Transit Authority (WMATA) for construction and maintenance of rail facility improvements associated with the Herndon Metrorail Station that is part of the Dulles Corridor Metrorail Project Phase 2.

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

1. The Town Council approves the Deed of Easement and Assignment of Easements (Silver Line – Herndon Station) conveying, assigning and designating the following easements to Washington Metropolitan Area Transit Authority (WMATA) for the construction and maintenance of rail facility improvements associated with the Herndon Metrorail Station that is part of the Dulles Corridor Metrorail Project Phase 2:
 - a. Conveying a surface easement, an exclusive surface easement, utility easements and pedestrian bridge easement over and across a Town owned parcel of land known as Fairfax County Tax Map No. 0164-02-0026B1 to Washington Metropolitan Area Transit Authority (WMATA) for construction and maintenance of rail facility improvements.
 - b. Assigning a pedestrian bridge easement, a utility easement and a plaza easement that was previously convey to the Town by ERGS HMP, LLC, over and across a parcel of land known as Tax Map No. 0164-02-0026A1 to Washington Metropolitan Area Transit Authority (WMATA) for the benefit of the Project.
 - c. Designating WMATA as the permitted user of the ingress-egress easement and the right to use designated parking spaces over and across a parcel of land owned by Parkview Executive Center Joint Venture, R.L.L.P., known as Tax Map No. 0164-10-0007C (the “Parkview Property”) for the benefit of the Project.
2. The Mayor is authorized to sign and deliver the Deed of Easement and Assignment of Easements (Silver Line – Herndon Station) and associated instruments necessary to evidence, effect, or correct this deed. This deed shall be on such form as approved by the Town Attorney.
3. This ordinance shall be effective on and after the date of its adoption.

DEED EASEMENT AND ASSIGNMENT OF EASEMENTS
(SILVER LINE – HERNDON STATION)

Tax Map Numbers:

0164-02-0026B2; 0164-02-0026A1

This instrument was prepared by
Jo Anne S. Bitner, Esquire
Odin, Feldman & Pittleman, P.C.
1775 Wiehle Avenue, Suite 400
Reston, Virginia 20190
VSB #35773

After recordation return to Grantee's Address:
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001
ATTN: Anabela Talaia, Contracting Officer

**Exempted from Grantor taxes under Section 58.1-811(C)(4) and
from Grantee taxes and fees pursuant to Section 78 of the WMATA
Compact Va. Code Sections 56-529 and 56-530 and as set forth in full in the
2009 Acts of Assembly of Virginia Chapter 771**

THIS DEED OF EASEMENT AND ASSIGNMENT OF EASEMENTS (“Deed”) is made as of the ____th day of _____, 20__, by and between **THE TOWN OF HERNDON, VIRGINIA**, a municipal corporation (the “Town”) (Grantor); **ERGS HMP, LLC**, a Delaware limited liability company (Grantor for indexing purposes only), and **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic, organized and existing under the Interstate Compact by and between the State of Maryland, the District of Columbia and the Commonwealth of Virginia, Public Law 89-774, for the purpose of providing a public transit system to serve the Washington Metropolitan Area including but not limited to the Town of Herndon and Fairfax County, Virginia (“**WMATA**”) (Grantee).

W I T N E S S E T H:

WHEREAS, the Town is the owner and proprietor of certain real property in fee simple located in the Town of Herndon, Virginia consisting of approximately 0.6795 acre or 29, 601 square feet, a portion of which is identified as Fairfax County Tax Map No. 0164-02-26B2 as more particularly shown on the plat entitled “Plat Showing DCMP Phase 2 Rail Facilities Easements TOWN OF HERNDON,” dated June 28, 2022 prepared by Wiles Mensch Corporation of Reston, Virginia, attached hereto as **Exhibit A** and made a part hereof by this reference (the “**Property**”), having acquired the Property by deeds recorded among the land records of Fairfax County, Virginia in Deed Book 25276 at Page 0750; Deed Book 25315 at Page 1230 and Deed Book 25834 at Page 0647; and

WHEREAS, the Town is the owner of a Plaza Use and Maintenance Easement, a Pedestrian Bridge Easement, and a Utility Easement (referred to herein as the “Existing Plaza Use and Maintenance Easement”, the “Existing Pedestrian Bridge Easement” and the “Existing Utility Easement” and collectively, the “Existing Easements”), and located on land adjacent to the Property and identified as Tax Map No. 0164-02-0026A1, having acquired the foregoing Existing Easements by Deed of Dedication and Easement, dated July 24, 2019 and recorded among the Land Records in Deed Book 25834 at Page 0647; and

WHEREAS, the Metropolitan Washington Airports Authority (the “**Airports Authority**”) has facilitated the construction and installation of various structures, improvements, facilities, utilities and equipment on the Property as part of the Dulles Corridor Metrorail Project, Silver Line Extension Phase 2 (the “**Project**”), in accordance with the terms of that certain Letter Agreement, dated March 31, 2015, by and between the Airports Authority and the Town, as may be amended from time to time (the “**Cooperative Agreement**”); and

WHEREAS, the Property is not subject to the lien of any deed of trust; and

WHEREAS, as contemplated by the Cooperative Agreement, the Town desires to grant and convey or assign to WMATA certain easements and WMATA desires to accept, such easements and assignments of easements through the Property and adjacent land as provided herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars, (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town does hereby grant and convey unto WMATA, its successors and assigns, without warranty, the following described easements, for the purposes set forth below and subject to the conditions set forth herein:

Pedestrian Bridge Easement, Surface Easement, and Utility Easement (collectively, the “**Rail Facilities Easements**”), said Rail Facilities Easements being located in, upon, over, under and across the Property, to construct, operate, maintain, repair, replace, modify, relocate, reconstruct and remove a rail transit system and related transit facilities and appurtenances, including without limitation passenger pavilions, plazas, lighting, pedestrian bridges, parking areas, structures, columns, piers, footings, foundations, structural components, drainage facilities, cable, safety fences, tiebreaker stations, conduits and lines providing power, sanitary sewer, water or communications services to the Project, traction power stations, duct banks and related facilities constructed or installed within the Rail Facilities Easements (collectively, the “**Rail Facilities**”). The term “Rail Facilities” as used herein shall specifically exclude those facilities and improvements located on the Property and owned, operated and maintained by the Town and which do not otherwise serve the Project. All Rail Facilities located within exclusive areas of the Rail Facilities Easements will be owned and operated by WMATA.

The locations and limits of the Rail Facilities Easements shall be as described herein and as generally shown on the plans attached hereto as **Exhibit A**. The Rail Facilities Easements shall be permanent and perpetual in nature, except as provided below.

“**Pedestrian Bridge Easement**” refers to those portions of the Rail Facilities Easements containing Rail Facilities consisting of pedestrian bridge providing access to or otherwise serving the Herndon passenger station and pavilions. The boundary of the Pedestrian Bridge Easement shall be a three-dimensional “envelope” defined by and conforming to the “exteriormost” upper, lower and lateral surfaces of all Rail Facilities constructed within the Pedestrian Bridge Easement, as shown on **Exhibit A**. The Pedestrian Bridge Easement shall be for WMATA’s exclusive use, and the Town shall not have any right to enter the Pedestrian Bridge Easement for any purpose without WMATA’s express written consent pursuant to any applicable provisions of the Operation and Maintenance Agreement of even date herewith to which the Town and WMATA are both a party (the “**Maintenance Agreement**”).

“Surface Easement” refer to those portions of the Rail Facilities Easements containing Rail Facilities constructed at grade level or partially below grade level (such as foundations, supporting structures, utility lines and traction power facilities). The boundaries of the Surface Easement shall be a three-dimensional “envelope” defined by and conforming to the “exteriormost” upper, lower and lateral surfaces of all Rail Facilities constructed within the Surface Easements, as shown on Exhibit A. Notwithstanding the foregoing Surface Easement boundaries, with respect to those portions of the Surface Easements located at grade level, including, without limitation, driveways or plaza areas, WMATA shall have the right to enter the area immediately above the Surface Easement to the extent necessary for the full and free use and operation of its Rail Facilities located within such Surface Easements, provided that such use does not interfere with the use and operation of the Property by the Town. That portion of the Surface Easement identified on Exhibit A as “Surface Easement (Exclusive) Area = 4,176 SQ FT” shall be for WMATA’s exclusive use, and the Town shall not have any right to enter such Exclusive Area for any purpose without WMATA’s express written consent pursuant to any applicable provisions of the Maintenance Agreement. Any portion of a Surface Easement which is not located within an Exclusive Area shall be for WMATA’s non-exclusive use, and the Town shall have the right to enter such non-exclusive areas to the extent permitted by and pursuant to any applicable provisions of the Maintenance Agreement.

“Utility Easements” refer to those portions of the Rail Facilities Easements containing utility systems and appurtenant equipment and facilities serving the Rail Facilities as set forth in subsections (a), (b) and (c) below. The boundaries of the Utility Easements shall be a three-dimensional “envelope” defined by and conforming to the “exteriormost” upper, lower and lateral surfaces of all utility lines, utility facilities and equipment constructed and installed within the Utility Easements, as shown on Exhibit A.

(a) communication systems, 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 equipment and appurtenances as may be from time to time

desirable in connection therewith, shown on Exhibit A as “Utility Easement (COMM) = 5,695 SQ.FT. Hereby Granted”;

(b) electrical systems for transmitting and distributing electric power by one or more circuits, or other systems relating thereto, and lighting, consisting of wires, conduits, poles, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and other equipment and appurtenances desirable in connection therewith, shown on Exhibit A as “Utility Easement (ELEC. COMM) = 3,141 SQ.FT. Hereby Granted”; and

(c) water lateral systems consisting of various size water pipes and lines, lateral service lines, valves, manholes, water meters and appurtenances for the transmission of water, shown on Exhibit A as “Utility Easement (WATER) = 446 SQ.FT. Hereby Granted”.

The Rail Facilities Easements shall be subject to the following terms:

1. All Rail Facilities which are constructed or installed within the Rail Facilities Easements shall be and remain the property of WMATA, its successors and assigns. WMATA and its agents shall have full and free use of the Rail Facilities Easements for the purposes named, and in addition to any existing public access rights, WMATA shall have the right of access thereto, including the right to use designated parking spaces as shown on Exhibit A as “Ex. 2 Maintenance Vehicle Parking Spaces within Ex. Ingress-Egress Easement DB 25315 PG 1230”, via an existing easement granted to the Town by Deed of Dedication and Easement dated January 26, 2018 and recorded among the Land Records in Deed Book 25315 at Page 1230, shown on Exhibit A as “Ex. Ingress-Egress Easement Deed Book 25315 at Page 1230 (the “**Existing Access and Parking Easement**”)), and any applicable provisions of the Maintenance Agreement. The Town hereby designates WMATA as a permitted user of the Town’s easement rights under the Existing Access and Parking Easement.
2. It is understood that WMATA may in the future need minor modifications, including but not limited to, extensions of the Rail Facilities Easements to accommodate additional Rail Facilities. In such cases, WMATA will request a modification of the applicable Rail Facilities Easement from the Town, which will not be unreasonably denied, and the parties agree to amend this Deed of Easement to reflect any approved modification of the Rail

Facilities Easements and to record such amendment among the land records of the Town. Notwithstanding the foregoing, the Town shall not be required to approve any requested modification that would unreasonably restrict or interfere with the Town's use or operation of, or access to any facility or property controlled by the Town, or for which the Town has an obligation to maintain.

3. Nothing in this Deed of Easement shall be construed to: (i) impose upon the Town any provisions of the WMATA Adjacent Construction Project Manual outside the Rail Facilities Easements or within any non-exclusive Rail Facilities Easement areas, unless otherwise agreed by WMATA and the Town; (ii) prohibit WMATA, during any coordination and review process contemplated by Article IV of the Maintenance Agreement, from making comments and recommendations on the proposed activity that are based on the WMATA Adjacent Construction Project Manual; or (iii) prohibit WMATA from applying the WMATA Adjacent Construction Project Manual, in whole or in part, to any request from the Town to enter any Exclusive Area within the Rail Facilities Easements. Additional provisions regarding activities occurring (i) within non-exclusive areas of the Rail Facilities Easements, or (ii) within the Property and outside the Rail Facilities Easements are set forth in the Maintenance Agreement.
4. WMATA also shall have the right to install, operate, maintain and replace communications systems, equipment and facilities, including, without limitation, fiber optic cabling, within the Rail Facilities Easements as and to the extent required for WMATA to comply with applicable state or federal regulations, ordinances or statutes mandating the provision of such systems, equipment and facilities within the Rail Facilities for the benefit of its passengers and patrons.
5. The Maintenance Agreement shall apply to the operation and maintenance of the Rail Facilities, including access and permits for maintenance.
6. WMATA shall have the right to assign the Rail Facilities Easements in whole or in part to a successor entity or agency to WMATA as the owner or operator of the Rail Facilities. An assignment to any other entity or agency shall require the prior written consent of the Town.
7. In no event shall any provision in this Deed of Easement be construed so as to constitute a waiver of any sovereign immunity of the Town or WMATA.

8. Nothing contained herein, express or implied, is intended to or shall confer upon any non-party any rights, benefits or remedies of any nature whatsoever under or by reason of this Deed of Easement.
9. This Deed of Easement shall be construed in accordance with laws of the Commonwealth of Virginia.
10. The easement rights conveyed herein are easements in gross, personal to WMATA, but subject to WMATA's assignment rights set forth in this Deed, and further subject to any right, privilege, easement, condition or restriction encumbering the Property of record, whether located above, upon, or under the surface. The Rail Facilities Easements granted to and covenants received from WMATA shall run with the land and shall be binding on the parties hereto, and their successors and assigns.
11. If the Rail Facilities Easements, or any portion of them, cease to be used for a public transit system, the Rail Facilities Easements, or such portion, shall automatically terminate and all real property interests within such terminated Rail Facilities Easements or portion thereof conveyed or established under this Deed shall revert to the Town, without cost, in a condition which will not harm or decay Town facilities.

ASSIGNMENT OF PEDESTRIAN BRIDGE AND UTILITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of sum of Ten Dollars, (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town does hereby quitclaim, release, and assign unto WMATA, and WMATA does hereby accept from the Town, all right, title, and interest of the Town in and to the following Existing Easements, together with any and all obligations, conditions and restrictions binding the Town thereunder and all utility facilities and improvements within the bounds thereof:

- (i) The Existing Pedestrian Bridge Easement in the location as shown on the Plat as "Ex. Pedestrian Bridge Easement 25834 Page 0647 Hereby Assigned"; and
- (ii) The Existing Utility Easement in the location as shown on the Plat as "Ex. Utility Easement 25834 Page 0647 Hereby Assigned."

The foregoing easement rights were acquired by the Town pursuant to that certain Deed of Dedication and Easement, dated July 24, 2019 and recorded among the Land Records in Deed Book 25834 at Page 0647 (the “Deed of Dedication and Easement”). The foregoing assignment is expressly subject to the terms and conditions set forth in the Deed of Dedication and Easement, and WMATA hereby accepts such easement rights and obligations in accordance with the terms of this Deed.

PARTIAL ASSIGNMENT OF PLAZA EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of sum of Ten Dollars, (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations and conditions set forth herein, the Town does hereby quitclaim, release and assign unto WMATA, and WMATA does hereby accept from the Town, all right, title and interest of the Town to operate a public plaza area pursuant to the terms of that certain Plaza Easement acquired by the Town by the Deed of Dedication, in the location identified on the Plat as “Plaza Use and Maintenance Easement Deed Book 25834 Page 0647 Hereby Assigned” (the “Plaza Easement”). The foregoing assignment of the Plaza Easement is subject to the following reservations and conditions:

- (i) The Town reserves to itself all rights and obligations under the Plaza Easement to provide to for maintenance (including replacement and repair) of the public plaza located within the Plaza Easement and serving the adjacent passenger pavilion and pedestrian bridge (the “Plaza Area”), including, without limitation, hardscaped areas, drainage facilities, utilities, conduits, and related facilities, equipment and appurtenances. WMATA shall have the right to use the Plaza Easement to perform maintenance (including replacement and repair) of the passenger pavilion and pedestrian bridge located adjacent to the Plaza Area.
- (ii) The Town and WMATA shall comply with any and all conditions of the Plaza Easement as set forth in the Deed of Dedication when exercising or performing their respective rights or obligations under the Plaza Easement, including without limitation, Conditions 1, 2 and 3 of the Plaza Easement.
- (iii) The Town and WMATA shall be responsible for performing any and all maintenance, repair and replacement of the facilities and improvements located

within the Plaza Easement as required by the terms and conditions set forth in the Plaza Easement and the Maintenance Agreement.

- (iv) WMATA shall comply with all conditions and restrictions set forth in the Deed of Easement and Assignment of Easements binding the Town thereunder and all utility facilities and improvements within the bounds thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easement and Assignment of Easements to be executed pursuant to due and proper authority as of the date set forth on Page 1 above.

TOWN:

TOWN OF HERNDON, VIRGINIA

Sheila Olem, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Sheila Olem, Mayor of the Town of Herndon, a Virginia municipal corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

WASHINGTON METROPOLITAN AREA TRANSIT
AUTHORITY

By: _____ (SEAL)

Name: _____

Title: _____

_____ OF _____)

_____ OF _____) to-wit:

The foregoing instrument was acknowledged before me this ____ day of

_____, 20 ___, by _____, as

_____ on behalf of the Authority.

Notary Public

My Commission Expires: _____

Notary Registration Number: _____

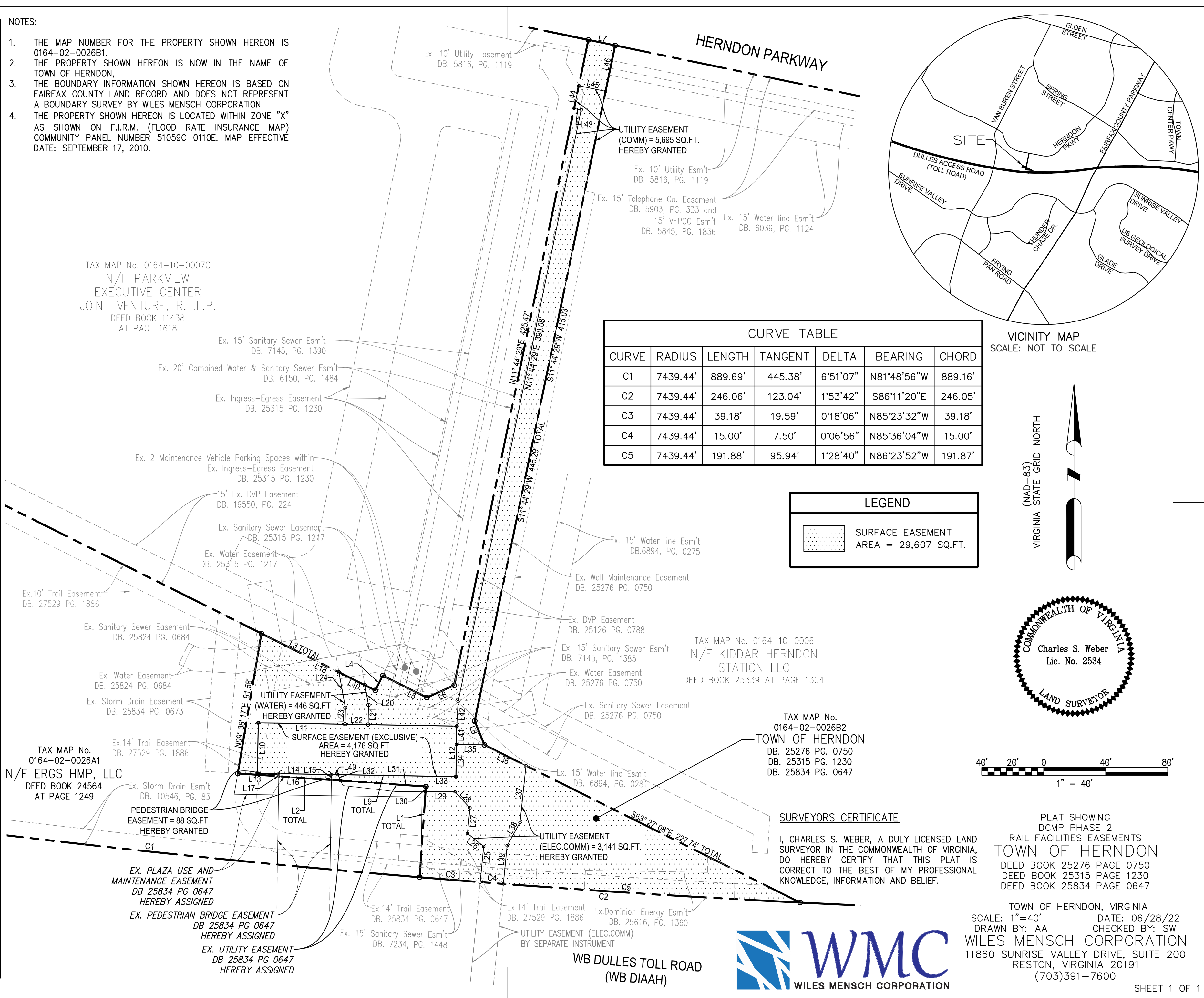
EXHIBIT A
PLAT SHOWING LOCATION OF EASEMENT AREAS

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	58.70'	N3° 57' 09"E
L2	121.71'	N86° 00' 56"W
L3	82.12'	S63° 27' 08"E
L4	10.73'	N26° 33' 21"E
L5	31.85'	S63° 27' 12"E
L6	19.32'	N65° 46' 02"E
L7	17.65'	S78° 15' 31"E
L8	16.70'	S22° 00' 52"E
L9	128.10'	S89° 01' 57"E
L10	32.60'	S0° 58' 03"W
L11	128.10'	N89° 01' 57"W
L12	32.60'	N0° 58' 03"E
L13	26.55'	N86° 00' 57"W
L14	34.00'	N89° 01' 57"W
L15	3.50'	N0° 52' 04"E
L16	34.05'	S86° 00' 57"E
L17	1.70'	S0° 52' 04"W
L18	55.93'	S63° 27' 08"E
L19	18.72'	S63° 27' 08"E
L20	12.90'	S10° 11' 30"E
L21	12.74'	S0° 58' 03"W
L22	15.00'	S89° 01' 57"E
L23	10.61'	N0° 58' 03"E
L24	23.32'	N10° 11' 30"W
L25	23.16'	N5° 35' 59"E
L26	13.42'	N51° 15' 40"W
L27	16.51'	N5° 35' 59"E
L28	14.17'	N42° 41' 00"W
L29	19.04'	N89° 48' 30"W
L30	3.36'	N3° 57' 09"E
L31	55.16'	N86° 00' 57"W
L32	4.21'	N24° 16' 10"W
L33	76.11'	S89° 01' 57"E
L34	20.79'	N0° 58' 03"E
L35	18.04'	S89° 01' 57"E
L36	29.99'	S63° 27' 08"E
L37	36.86'	S5° 58' 44"W
L38	17.22'	S28° 57' 43"W
L39	24.72'	S5° 35' 59"W
L40	4.16'	S89° 01' 57"E
L41	11.81'	N0° 58' 03"E
L42	15.78'	N3° 11' 54"E
L43	4.66'	N78° 15' 31"W
L44	15.01'	N11° 44' 29"E
L45	17.65'	S78° 15' 31"E
L46	30.25'	N11° 44' 29"E

NOTES:

1. THE MAP NUMBER FOR THE PROPERTY SHOWN HEREON IS 0164-02-0026B1.
2. THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF TOWN OF HERNDON,
3. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON FAIRFAX COUNTY LAND RECORD AND DOES NOT REPRESENT A BOUNDARY SURVEY BY WILES MENSCH CORPORATION.
4. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "X" AS SHOWN ON F.I.R.M. (FLOOD RATE INSURANCE MAP) COMMUNITY PANEL NUMBER 51059C 0110E. MAP EFFECTIVE DATE: SEPTEMBER 17, 2010.

TAX MAP No. 0164-10-0007C
N/F PARKVIEW
EXECUTIVE CENTER
JOINT VENTURE, R.L.L.P.
DEED BOOK 11438
AT PAGE 1618



STAFF REPORT

Town Council
July 5, 2022

Title:

Resolution, to Adopt Parks and Recreation Fee Waiver Procedure

Staff Contact:

Cindy S. Roeder, Director of Parks & Recreation
703-435-6800 ext. 2123
cindy.roeder@herndon-va.gov

Proposal/Description:

The Parks and Recreation Department Recreation Fee Waiver Policy was established by Town Council (91-G-85) on May 14, 1991. This procedure also addresses the department's scholarship program. The program offers a fee-waiver program for participants who are currently enrolled in federally-funded low-income programs. If qualified, participants receive a 50% fee reduction on classes based on their residency status. Based on available funds if eligible, participants could receive additional assistance through the department's scholarship program.

The Town Council adopted a resolution on October 10, 2000, amending the recreation program fee waiver policy to include individuals who receive public assistance through low income programs, to include "food stamps, health care, Medicaid, reduced lunch, free lunch, seniors and disabilities..."

Initially, the Town worked with outside agencies, first Northern Virginia Family Services and later Reston Interfaith (now Cornerstones), to process potential fee waiver and scholarship patrons for eligibility and to handle the funds. In 2010, Cornerstones indicated this service no longer aligned with their mission and they withdrew from the program. Parks and Recreation staff met with the Director of Finance at the time to establish a process to handle the scholarship fund within the constraints of the Town. Beginning July 1, 2010, Parks and Recreation became responsible for verifying eligibility, collecting and allocating the scholarship funds using the department's registration software program, and directing the funds to an account finance established.

The process states that an individual who participates in one of the following federal low-income programs is automatically eligible for assistance: Women Infant and Children Program (WIC). Electronic Benefits Transfer (EBT) [formerly food stamps], or the free lunch program administered at the public

schools. All three programs are established by the USDA and fall under the umbrella of the Supplemental Nutrition Assistance Program, also known as SNAP. These individuals qualify for the Town Fee Waiver and additional assistance from the scholarship fund when funds are available.

If an individual participates in Families Access to Medical Insurance Security (FAMIS) including FAMIS MOMS, or Reduced Lunch, he/she is eligible for the Town Fee Waiver only.

Applicants interested in assistance are asked to complete a request form and provide a copy of their program card(s). A designated staff person reviews the request and documentation and when eligible, applies the fee waiver percentage to the registration fee. When scholarship funds were available, an additional discount may be applied.

In 2020 during the COVID-19 pandemic, the program was put on hold. The department wishes to reinstate the program with several changes described below.

The current policy reads..."The scholarship program provides greater assistance to youth... For qualified individuals, 50% of the class fee is waived by the Town for both youth and adults. The scholarship pays for the remaining 50% for youth and 25% for adults. The remaining 25% for the adult fee will be paid by the participant.

Assistance is available only to classes and programs and does not include programs meeting three times or fewer, trips, daily admission, court payments, facility rentals or passes to the facility. Scholarships may be limited to one person per family per season. The town fee waiver will still be applied."

The proposed changes are:

- Eliminate the scholarship fund.
- Declare only Town of Herndon residents are eligible for the waiver.
- Provide a 50% fee reduction for participants ages 17 & under.
- Provide a 25% fee reduction for participants ages 18 & older
- Declare that 10-visit admission passes are eligible for the fee reduction. No reduction is available for daily admissions, passes other than the 10-visit pass, special admission rates, or any facility rentals.
- States the fee waiver is available for programs and classes meeting three times or more and not available for classes or programs meeting two times or less.
- Documentation of eligibility remains as described above and adds, the Town of Herndon will accept a letter from the Fairfax County Department of Family Services, the Fairfax Department of Housing and Community Development, or the Virginia Department of Social Services that states the family's income falls below the Federal Poverty Level.
- Documentation of eligibility is verified but not retained for any applicant.

Prior to developing these recommendations staff researched the procedures used in the northern Virginia region including the towns of Leesburg and Vienna, counties of Arlington, Fairfax, and Loudoun, and cities of Alexandria, Fairfax, and Falls Church, as well as Reston Community Center. These jurisdictions all require the applicant to submit their eligibility documentation with their application and in all nine, only their own residents are eligible for a discount. These departments all use their own application form, and their staff review the application and documentation. The accepted documentation, percent discount, and specific eligibility varies per locality.

Fiscal Impact:

The Fee Waiver Program has a limit of \$10,000 for FY2023. From January 1, 2018, until December 31, 2019, a total of 705 requests were processed and \$41,000 in fees were waived in the two year period which included a full schedule of programs and eligibility of non-residents to receive the discount.

Staff Comments:

These proposed changes eliminate retention of sensitive documents and eliminates the scholarship fund which has had nominal success during its existence. It stipulates the reduction is given only to Town residents in alignment with other northern Virginia entities, emphasizes youth participation with a greater per cent discount, and encourages health and wellness by adding a discount to community center admission passes.

Recommendation:

Approve adoption of the revised Parks and Recreation Department Fee Waiver procedure.

Staff:



Cindy S. Roeder, Director of Parks & Recreation

TOWN OF HERNDON, VIRGINIA

RESOLUTION

July 12, 2022

Resolution- to Adopt Parks and Recreation Fee Waiver Procedure.

WHEREAS, the Parks and Recreation Department has had a Town Council adopted fee waiver and scholarship program since 1991; and

WHEREAS, the program provides discounted registration to eligible classes and programs for qualifying applicants; and

WHEREAS, peer jurisdictions throughout the northern Virginia region designate their fee reduction program for only their residents; and

WHEREAS, reducing financial barriers particularly for the town's youth which is central to the department's mission, the procedure provides a 50% fee reduction for residents ages 17 & under, and a 25% fee reduction for residents ages 18 & older; and

WHEREAS, 10-visit admission passes, and programs and classes meeting three or more times are eligible for the fee reduction encouraging the development of life skills and healthy behaviors; and

WHEREAS, the Fee Waiver program is limited to \$10,000 in fiscal year 2023;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia, the Parks and Recreation Department Fee Waiver procedure shall be adopted.

Town of Herndon Parks & Recreation Department – Administrative Manual
--

Effective date: May 1991

Section: 230a

Revision date: July 12, 2022

Supersedes: May 3, 2010
July 29, 2013
November 10, 2014

Approved by: Cindy S. Roeder, Director _____

Policy established by Town Council (91-G-85) May 14, 1991

Subject: **RECREATION FEE WAIVER PROCEDURES**

I. PROGRAM

The Town of Herndon Parks and Recreation Department (HPR) offers a fee-waiver program for eligible classes, programs and admission passes for Town of Herndon (TOH) residents who are currently eligible; see below. If qualified, participants ages 17 & under receive a 50% fee reduction on eligible classes, programs, and admission passes. If qualified, participants ages 18 & older receive a 25% fee reduction on eligible classes, programs, and admission passes.

The fee waiver program is available for programs and classes meeting three times or more. The fee waiver is also available for 10-visit admission passes. The fee waiver is not available for classes or programs meeting two times or less. It is not available for daily admissions, passes other than the 10-visit pass, special admission rates, or any facility rentals.

II. ELIGIBILITY

An individual or family who participates in one of the following federal, state or local government low-income programs is eligible for assistance: Women Infant and Children Program (WIC), Electronic Benefits Transfer (EBT), Families Access to Medical Insurance Security (FAMIS), Temporary Assistance to Needy Families (TANF), or the Free or Reduced Lunch Program administered at Fairfax County Public Schools.

Alternatively, the Town of Herndon Parks and Recreation Department will accept a letter from the Fairfax County Department of Family Services, the Fairfax Department of Housing and Community Development, or the Virginia Department of Social Services that states the family's income falls below the Federal Poverty Level.

Questions about eligibility should be directed to the Community Center Supervisor II who is responsible to verify that all requirements of the fee waiver program are met.

III. PROCEDURES

- a. The person requesting financial assistance must make that request known to Community Center staff. The staff member receiving the request should verify that the person is a Town of Herndon (TOH) Resident per section 220 of the Town of Herndon Parks and Recreation Department Administrative Manual. If they are not a TOH resident, they should be informed the Fee Waiver program is only for TOH residents. If they are a TOH resident, they should be given the Fee Waiver Request Form.
- b. In all instances, the completed Fee Waiver Request Form should be turned into the front desk. The person requesting assistance should bring proof that they are currently enrolled in the program selected on the Fee Waiver Request Form or bring a letter, as per the eligibility section. The Recreation Assistant should review the information provided and confirm they witnessed the information. Only the Fee Waiver Request Form will be retained by staff.
 - i. For class registrations, the Class Registration form should be turned into the front desk with the Request form. The Recreation Assistant will verify that the class is eligible for the fee waiver. Only the Fee Waiver Request form and Class Registration form will be retained by staff.
 - ii. For the 10-visit pass, only the completed Fee Waiver Request form is needed.
- c. The Recreation Assistant will complete the transaction at the discounted rate. To reduce the fee, the Fee Waiver -Youth or Fee Waiver - Adult coupon codes should be used. The class fee should never be adjusted. The participant is responsible for the remaining fees. The requester should be told that the request will be reviewed, and the individual will be contacted to confirm the status.
- d. The Fee Waiver Request form and Registration forms are given to the Community Center Supervisor II who will review the request. If correct, the Center Supervisor will sign and authorize the request. In the absence of the Community Center Supervisor II, the request may be authorized by the Community Center Manager, Deputy Director, or Director.
- e. For classes, the Fee Waiver Request form will be attached to the registration form(s). All request forms will be stored with the registration forms per the town's document retention policy.

IV. Reporting

The Community Center Supervisor II is responsible for generating a quarterly report tracking the total dollars awarded and the amount of financial assistance will be reported on the department's quarterly report.

V. Limits

The Fee Waiver Program has an annual limit of \$10,000.

#



HERNDON PARKS & RECREATION DEPARTMENT

FEE WAIVER REQUEST FORM

Head of Household _____

Address _____
Street City State Zip

Phone _____ E-Mail _____

Please list any household members 17 and under that are included in this request. Anyone 18 and over needs to complete their own form.

Household Member _____ Date of birth _____

Household Member _____ Date of birth _____

Household Member _____ Date of birth _____

Household Member _____ Date of birth _____

The above requester provided information affirming they participate in one of the assistance programs below, or they provided a letter from Fairfax County or the State of Virginia confirming a qualifying income level. Any Town of Herndon resident participating in one of the recognized programs or who presents the required letter, confirms he/she qualifies for the Town of Herndon Parks and Recreation Department Fee Waiver.

EBT _____ WIC _____ FAMIS _____ TANF _____ Free or Reduced Lunch _____ Letter presented _____

I hereby declare that the information provided is true and correct to the best of my knowledge. I also understand that any willful dishonesty may result in refusal of this request.

Requester Signature _____ Date: _____

For Department Use Only

Town of Herndon Resident _____ Non-resident _____ Checked By _____

Information Witnessed by:

Town of Herndon Staff Signature Date: _____

Reviewed and Approved By:

Town of Herndon Staff Signature Date: _____



STAFF REPORT

Town Council

July 5, 2022

Title: Resolution to endorse and approve the submission of a funding application to the Virginia Department of Transportation (VDOT) for FY26-FY27 Smart-Scale Funding to be directed towards the project titled '*Herndon Parkway Improvements at Worldgate Drive Extension*'.

Staff Contacts

Mark Duceman, AICP, MBA - Senior Planner / Transportation Program Manager

(703)787-7380

mark.duceman@herndon-va.gov

Jaleh Moslehi, PE - Capital Project Planner / Engineer

(703)787-7380

jaleh.moslehi@herndon-va.gov

Requested Action

Town Council review and approval of a **revised** resolution permitting staff to submit one Smart-Scale project application to the Virginia Department of Transportation (VDOT) for a funding allocation in FY26-FY27 towards roadway construction of the future Worldgate Drive and Herndon Parkway intersection and the extension of Worldgate Drive, from Van Buren Street to Herndon Parkway, in the amount of \$22.1 million. The revision is based on VDOT's recommendation to include in the application the entirety of the Worldgate Drive extension and not just the future intersection with the Herndon Parkway.

Synopsis

The Town of Herndon's Smart-Scale funding application for future multimodal and signalized intersection improvements at Herndon Parkway and Worldgate Drive Extension was approved by the Town Council on May 24, 2022 by Resolution 22-G-37 towards obtaining \$11.6 million in funding. Since the adoption of Resolution 22-G-37, VDOT has advised staff to amend the town's funding application and include both the future Worldgate Drive Extension roadway, connecting Van Buren Street to Herndon Parkway, as well as the signalized intersection of Herndon Parkway and Worldgate Drive Extension and the applicable right-of-way acquisition costs. If adopted, the attached resolution, with reference to a modified scope and revised cost estimate, will **supersede** the previously adopted Resolution 22-G-37.

The attached resolution, if approved, provides Town Council endorsement of the project, and directs staff to submit a FY26-FY27 Smart-Scale funding application, for up to \$22.1 million to the Virginia Department of Transportation (VDOT) for evaluation and scoring under VDOT's Smart-Scale transportation funding program.

The project will include extending Worldgate Drive from Van Buren Street to Herndon Parkway, providing additional capacity to the street network for Metrorail redevelopment, enhanced pedestrian facilities and dedicated cycle track facilities at the intersection along with enhanced crosswalks, pedestrian/vehicle signalization and additional turn lanes. The design of the improvements will incorporate Americans with Disabilities Act (ADA) standards. *There is not a local match requirement under VDOT's Smart-Scale funding program.*

Background

The town's proposed project for VDOT Smart-Scale funding is titled 'Herndon Parkway Improvements at Worldgate Drive Extension' and is included in the town's adopted 2030 Comprehensive Plan and adopted Capital Improvement Program, as well as Virginia's Department of Transportation Six-Year Improvement Program and the Metropolitan Washington Council of Governments Transportation Planning Board's Constrained Long-Range Plan. This project is also included in NVTAs regional TransAction Plan.

Specific safety improvements are to include LED signalization for pedestrians and bicyclists, mode-separation for the ADA sidewalks/curb cuts and cycle track as well as street lighting and paver crosswalks. The enhanced pedestrian crossings and improved traffic flow will provide additional safety measures for motorized and non-motorized traffic modes. The project is to also continue the installation of utilities underground.

The project has previously encumbered \$150,000 of NVTAs Local Share funding to complete the initial engineering design phase (Attachment 2). And, since 2017, the town has accumulated \$3.4 million of NVTAs-approved, federal Congestion Mitigation and Air Quality (CMAQ) funding, and recently approved \$4.5 million of NVTAs Regional funding for this project. The total cost to construct this project is estimated at up to \$30.0 million. The project estimate includes engineering design, right-of-way acquisition, utility relocation and construction costs. Accordingly, the funding effort for this project is to utilize previously allocated CMAQ and NVTAs Regional funding and to request remaining VDOT Smart-Scale funding totaling up to \$22.1 million.

Fiscal Impact

If approved, up to \$22.1 million of VDOT's Smart-Scale funding would be directed towards the project as well as NVTAs approved CMAQ funds of \$7.9 million. *There is no local match requirement under VDOT's Smart-Scale funding program.*

Town Council Alternatives

The following alternatives are available to the Town Council for its decision on matter.

1. Endorsement and approval of the resolution.
2. Deny endorsement and approval of the resolution.

Staff Report

July 5, 2022, Page 3

To endorse and approve a regional transportation project and its funding application under the VDOT
FY2026 - FY2027 Smart-Scale program

Recommendation

That the Town Council approve the resolution as proposed.

Attachments

1. Proposed Resolution, dated July 12, 2022
2. Adopted project engineering design, approved December 13, 2016

Staff

Mark Duceman

Mark Duceman, AICP, MBA

Transportation Program Manager / Senior Planner

Jaleh Moslehi

Jaleh Moslehi, PE

Capital Projects Planner / Engineer

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 12, 2022

Resolution- to endorse and approve the submission of a funding application to the Virginia Department of Transportation (VDOT) for FY26-FY27 Smart-Scale Funding to be directed towards the project titled '*Herndon Parkway Improvements at Worldgate Drive Extension*'.

WHEREAS, VDOT has requested that its member jurisdictions propose candidate projects to be evaluated and scored for Smart-Scale funding under the VDOT FY2023-FY2028 Six-Year Improvement Program; and

WHEREAS, the Town of Herndon's Smart-Scale funding application for future multimodal and signalized intersection improvements at Herndon Parkway and Worldgate Drive Extension was approved by the Town Council on May 24, 2022 by Resolution 22-G-37; and

WHEREAS, since the adoption of Resolution 22-G-37, VDOT has advised staff to amend the town's funding application and include both the future Worldgate Drive Extension roadway, connecting Van Buren Street to Herndon Parkway, as well as the signalized intersection of Herndon Parkway and Worldgate Drive Extension; and

WHEREAS, the revised project scope, for the funding application, now contains the roadway extension and the previously adopted signalized intersection project and includes the applicable right-of-way acquisition costs associated with the project; and

WHEREAS, the project will include extending Worldgate Drive from Van Buren Street to Herndon Parkway, providing additional roadway and turning lane capacity to the street network for Metrorail redevelopment, while enhancing pedestrian and dedicated cycle track facilities at the intersection along with enhanced crosswalks, pedestrian and vehicle signalization; and

WHEREAS, the design of the improvements will incorporate Americans with Disabilities Act (ADA) standards and also continue the installation of utilities underground; and

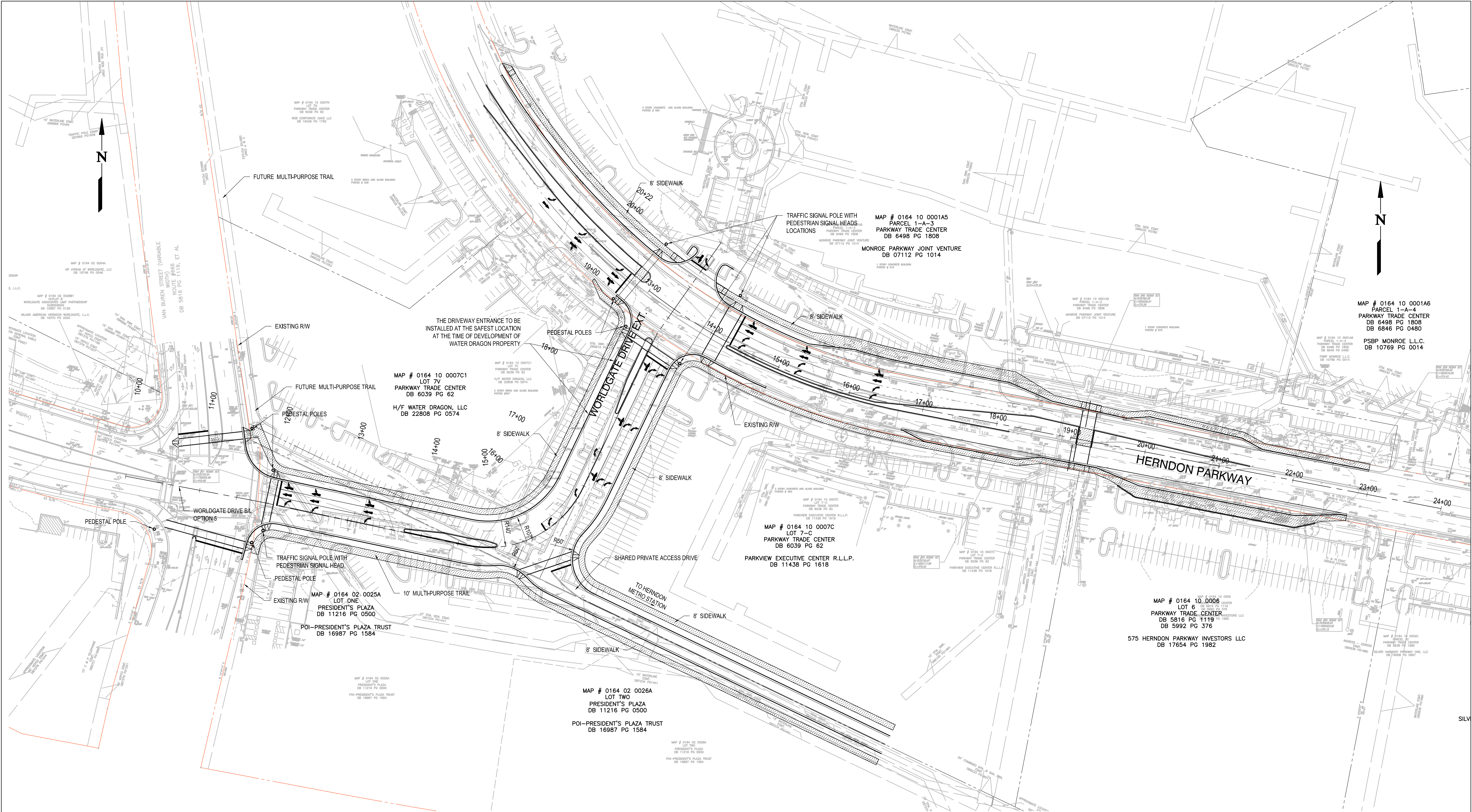
WHEREAS, this resolution with the modified scope and revised cost estimate ***supersedes*** Resolution 22-G-37; and

- WHEREAS,** the overall purpose of this project is to improve and enhance intermodal connections for drivers, transit users, pedestrians, and bicyclists to access the town's northside area of the future Herndon Metrorail Station, while providing roadway capacity and turning lane improvements at each intersection approach; all in a concerted effort to reduce congestion and accommodate increasing density and subsequent traffic resulting from Herndon Metrorail multi-land use TOD redevelopment; and
- WHEREAS,** this project is included in the VDOT Six-Year Improvement Program and the Metropolitan Washington Council of Governments, Transportation Planning Board's Constrained Long-Range Plan as well as listed in the Northern Virginia Transportation Authority (NVTA) adopted regional TransAction Plan (identified under Herndon Metrorail Multimodal Improvements, Project 12e); and
- WHEREAS,** the Town of Herndon 2030 Comprehensive Plan, adopted August 12, 2008 and as amended through May 24, 2022, advises roadway access and capacity improvements for future Worldgate Drive Extension as well as multimodal improvements along Herndon Parkway at the future signalized intersection of Herndon Parkway and Worldgate Drive Extension; and
- WHEREAS,** on March 11, 2014, the Town Council adopted Resolution 14-G-22 that authorized the mayor to sign a Memorandum of Agreement for the distribution of NVTA's Local Share funding revenues to the town for Public Works staff and the town's transportation consultant to begin right-of-way survey, concept and the engineering design for the Worldgate Drive Extension project; and
- WHEREAS,** on December 13, 2016, the Town Council adopted Resolution 16-G-75 that had selected Option 5 as the preferred engineering design for this project, based on review of the traffic data analysis, safety considerations, private property owner feedback and land acquisition requirements; and
- WHEREAS,** the adopted Option 5 and its roadway design for Worldgate Drive Extension had also included the engineering design for the intersection with Herndon Parkway and its adjoining bus bay drop-off/pick-up facility to access the northside of the Herndon Metrorail Station; and
- WHEREAS,** the total project cost to construct the '*Herndon Parkway Improvements at Worldgate Drive Extension*' project is estimated at up to \$30 million; and
- WHEREAS,** the town has previously utilized approved NVTA Local Share revenue of \$150,000 to complete the initial engineering design phase, and since 2017 the town has accumulated \$3.4 million of NVTA approved

Congestion Mitigation and Air Quality (CMAQ) funding and \$4.5 million of NVTa Regional funding for this project; and

WHEREAS, for this year's FY26-FY27 Smart-Scale funding application, the town is to utilize the aforementioned NVTa and CMAQ funding totaling \$7.9 million and will seek a funding request totaling up to \$22.1 million to be directed towards the remaining project balance.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby endorses and approves the submission of one funding application to VDOT with a funding request of up to \$22.1 million, under VDOT's FY26-FY27 SmartScale funding program, to be directed towards the project titled '*Herndon Parkway Improvements at Worldgate Drive Extension.*'



CLARK NEXSEN