

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
OCTOBER 15, 2019
7:00 P.M.**

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

COMMENTS

3. Comments from the Town Manager
4. Comments from the Town Council
5. Comments from the Audience

GENERAL

6. Resolution 19-G-63, to accept the State of the Town Report, Fiscal Year 2019
(Continued from September 24)

PUBLIC HEARINGS

7. Ordinance 19-O-35, to authorize additional capital projects to be financed by the town's General Obligation Public Improvement Bonds, Series 2018B, by amending the provisions of a prior ordinance and prior resolution adopted by the Town Council on August 14, 2018
8. Ordinance 19-O-36, to consider amending the Fiscal Year (FY) 2020 Adopted Budget
9. Ordinance 19-O-37, to approve a lease of space in the Town's building at 397 Herndon Parkway to The Elden Street Players

CONSENT

10. Resolution 19-G-65, to appoint Charles "Charlie" A. Colligan, III to the Herndon Town Council's Herndon Youth Advisory Council

Future Town Council Meetings

October 17, 2019	Town Council Special Work Session	7:00 p.m.
October 22, 2019	Town Council Work Session	7:00 p.m.
October 29, 2019	Town Council Public Hearing	7:00 p.m.
November 6, 2019	Town Council Work Session	7:00 p.m.
November 12, 2019	Town Council Public Hearing	7:00 p.m.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

OCTOBER 15, 2019

Resolution— to accept the State of the Town Report, Fiscal Year 2019.

WHEREAS, pursuant to Chapter 4-2(d) of the Town of Herndon Charter, the Town Manager is required to prepare for publication and to submit to the Town Council each September at a regular meeting in September a concise, comprehensive report of the financial transactions and administrative activities of the Town government during the immediately preceding fiscal year; and

WHEREAS, following the Town's annual audit, a Comprehensive Annual Financial Audit report of the Town is presented to the Town Council in December; and

WHEREAS, the Town Manager has prepared a report of the administrative activities of the Town government titled "*Town of Herndon Annual Report FY 2019*," including an Executive Summary; and

WHEREAS, a copy of the report is posted on the Town's Web site and is available to citizens at the Herndon Fortnightly Library and the Herndon Municipal Center.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby accepts the "*Town of Herndon Annual Report FY 2019*."

COVERING CERTIFICATE FOR ORDINANCE

The undersigned Town Clerk of the Town of Herndon, Virginia (the “Town”), certifies as follows:

1. At the regular meeting on October 15, 2019, the Town Council of the Town (the “Council”) held a public hearing, duly noticed, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended. Following such public hearing, the Council adopted an ordinance entitled “ORDINANCE AUTHORIZING ADDITIONAL CAPITAL PROJECTS TO BE FINANCED BY THE TOWN’S GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2018B, BY AMENDING THE PROVISIONS OF A PRIOR ORDINANCE AND PRIOR RESOLUTION ADOPTED BY THE TOWN COUNCIL ON AUGUST 14, 2018” (the “Ordinance”) by the recorded affirmative roll-call vote of a majority of all members elected to the Council as follows:

Member	Attendance (Present/Absent)	Vote (Aye/Nay/Abstain)
Lisa C. Merkel, Mayor		
Sheila A. Olem, Vice Mayor		
Jennifer K. Baker		
Cesar del Aguila		
Pradip Dhakal		
Signe Friedrichs		
Bill McKenna		

2. A true, correct and complete copy of the Ordinance is attached hereto.

3. The Council meeting at which the Ordinance was adopted was held at the time and place established by the Council for its regular meetings.

4. The Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Herndon, Virginia this _____ day of _____, 2019.

(SEAL)

Viki L. Wellershaus, Town Clerk Town
of Herndon, Virginia

**ORDINANCE AUTHORIZING ADDITIONAL CAPITAL
PROJECTS TO BE FINANCED WITH PROCEEDS OF THE
TOWN'S GENERAL OBLIGATION PUBLIC IMPROVEMENT
BONDS, SERIES 2018B, BY AMENDING THE PROVISIONS OF A
PRIOR ORDINANCE AND A PRIOR RESOLUTION ADOPTED BY
THE TOWN COUNCIL ON AUGUST 14, 2018**

WHEREAS, the Town Council of the Town of Herndon, Virginia (the "Town"), adopted on August 14, 2018, an ordinance (the "Prior Ordinance") and bond resolution (the "Prior Resolution") authorizing and providing for the issuance of general obligation public improvement bonds to finance the acquisition, construction, improvement and equipping of various capital projects, including (without limitation) (a) relocation of utilities in the downtown area; (b) sidewalk, storm drainage and other streetscape improvements in the downtown area; (c) intersection and related roadway improvements; (d) water system improvements and the purchase of additional capacity for the water system; and (e) parking improvements (the "2018 Bond Projects");

WHEREAS, pursuant to such authorization, the Town issued its \$11,135,000 General Obligation Public Improvement Bonds, Series 2018B (the "Series 2018B Bonds"), on September 13, 2018;

WHEREAS, the Town has experienced delays in fully undertaking certain of the 2018 Bond Projects in accordance with initial expectations; and

WHEREAS, the Town has other capital improvement projects ready to be undertaken and the Town Council desires to broaden the purposes for which the Series 2018B Bond proceeds may be expended;

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HERNDON, VIRGINIA:

1. It is hereby determined to be necessary and expedient, and in furtherance of the development and general welfare of the Town and its citizens, for the Town to finance various roadway and multi-modal transportation improvement projects (the "Transportation Improvement Projects") and to use a portion of the Series 2018B Bond proceeds to finance such projects.

2. The provisions of the Prior Ordinance and the Prior Resolution are hereby amended to authorize and provide that the Series 2018B Bond Proceeds may be expended on the Transportation Improvement Projects in addition to the capital projects already described in the Prior Ordinance and the Prior Resolution.

3. Except as amended hereby, the Prior Ordinance and the Prior Resolution are hereby ratified, confirmed and approved.

4. All other actions of officers of the Town in conformity with the purposes and intent of the Prior Ordinance, the Prior Resolution and this ordinance are approved and confirmed. The officers of the Town are authorized and directed to execute and deliver all certificates and

instruments and to take all such further action as may be considered necessary or desirable in connection with the uses of the proceeds of the Series 2018B Bonds, as hereby provided.

5. The Town Clerk, in collaboration with the Town Attorney, is hereby authorized and directed to see to the immediate filing of a certified copy of this ordinance in the Circuit Court of Fairfax County, Virginia.

6. This ordinance shall take effect immediately upon its adoption.

TOWN OF HERNDON, VIRGINIA

ORDINANCE

October 15, 2019

Ordinance - Amending the Fiscal Year 2020 Adopted Budgets of the General Fund, Capital Projects Fund, and Information Systems Improvement Fund to provide the financial adjustments needed to implement the Town Manager's recommended budget modifications.

Recital

In adopting this ordinance, the Town Council has considered the Town Manager's recommended budget modifications as described in Attachment A, FY 2020 Budget Amendment Number 2.

BE IT ORDAINED by the Council of the Town of Herndon, Virginia that the financial adjustments to the FY 2020 budget, as described in Attachment A, FY 2020 Budget Amendment Number 2, dated October 15, 2019 and incorporated as part of this ordinance, are hereby approved.

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

TOWN OF HERNDON, VA**FY 2020
BUDGET AMENDMENT NUMBER 2****October 15, 2019****GENERAL FUND**

Expenditure Appropriations:

Increase General Fund Operations & Maintenance Expenditures	\$	1,067,277
General Fund Capital Asset Expenditures		56,400
Decrease Transfers from General Fund		(177,000)
Total	\$	946,677

Revenue Budgets:

Increase Grant Revenues	\$	558,000
Increase Transfer from Information Systems Fund		190,000
Increase Use of Unassigned Fund Balance		198,677
Total	\$	946,677

CAPITAL PROJECTS FUND

Expenditure Appropriations:

Increase Public Works Capital Projects Expenditures	\$	2,173,000
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Revenue Budget:

Decrease Transfer from General Fund	\$	(177,000)
Increase Grant Revenues		1,850,000
Increase Use of Assigned Fund Balance		500,000
Total	\$	2,173,000

INFORMATION SYSTEMS IMPROVEMENT FUND

Expenditure Appropriations:

Increase Transfer to General Fund	\$	190,000
Decrease IS Improvement Project		(190,000)

TOWN OF HERNDON, VIRGINIA

ORDINANCE

October 15, 2019

Ordinance- to approve a lease of space in the Town's building at 397 Herndon Parkway to The Elden Street Players

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

1. The Town Council approves a lease dated October 15, 2019 by which the Town would lease to The Elden Street Players, space in the Town's building at 397 Herndon Parkway, Herndon, Virginia. The rent shall be \$1.00 for the term. The term shall be from October 15, 2019 through October 14, 2020. The lease may contain certain other terms agreed to by the Mayor and Town Manager.
2. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 15th day of October 2019, by and between the TOWN OF HERNDON, a municipal corporation (Landlord) and THE ELDEN STREET PLAYERS, a Virginia corporation (Tenant).

Recitals

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

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

THEREFORE, the parties agree as follows:

1. Commencement and Ending Date of Term. Beginning October 15, 2019, Landlord leases the leased premises to Tenant according to the terms of this lease. The Tenant may possess the leased premises with the Tenant having the right to terminate the Lease upon 30 days prior written notice to the Landlord, and the Landlord having the right to terminate the Lease upon 90 days prior written notice to the Tenant. The term of this lease shall expire October 14, 2020.

2. Rent. Tenant shall pay Landlord on demand \$1.00 rent for the entire term.

3. Use of Premises. Tenant shall use the leased premises solely for rehearsal. Tenant shall have access to and from the leased premises and to the restrooms. Landlord retains for itself and its employees, agents, and invitees, a right of access through the leased premises to and from spaces. Tenant certifies to Landlord that uses of this space are consistent with the Town of Herndon

Zoning Ordinance and architectural guidelines or ordinances of the Herndon Town Code.

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

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

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

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

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

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

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

the account of Tenant.

9. Custodial. Landlord shall provide custodial services, consisting of emptying trash and vacuuming, once a week for the leased premises.

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

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

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

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

14. Removal of Improvements and Restoration by Tenant. All alterations except

lighting not necessary for normal use of the building or conformance with the Virginia Uniform Statewide Building Code made by Tenant shall remain the property of Landlord at the expiration or termination of the lease. This property will remain part of the leased premises and Tenant shall not have any obligation to remove it.

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

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

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

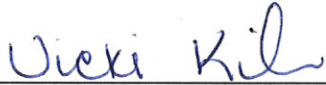
17. Surrender of Premises. At the expiration or termination of the term of this lease, Tenant shall surrender the leased premises in the same condition that the leased premises were in at the commencement of this lease, except as provided in paragraph 14, reasonable wear and tear

excepted, and shall surrender all keys for the leased premises to Landlord.

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

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

THE ELDEN STREET PLAYERS


Name: Vicki Kile
Title: President

TOWN OF HERNDON, VIRGINIA

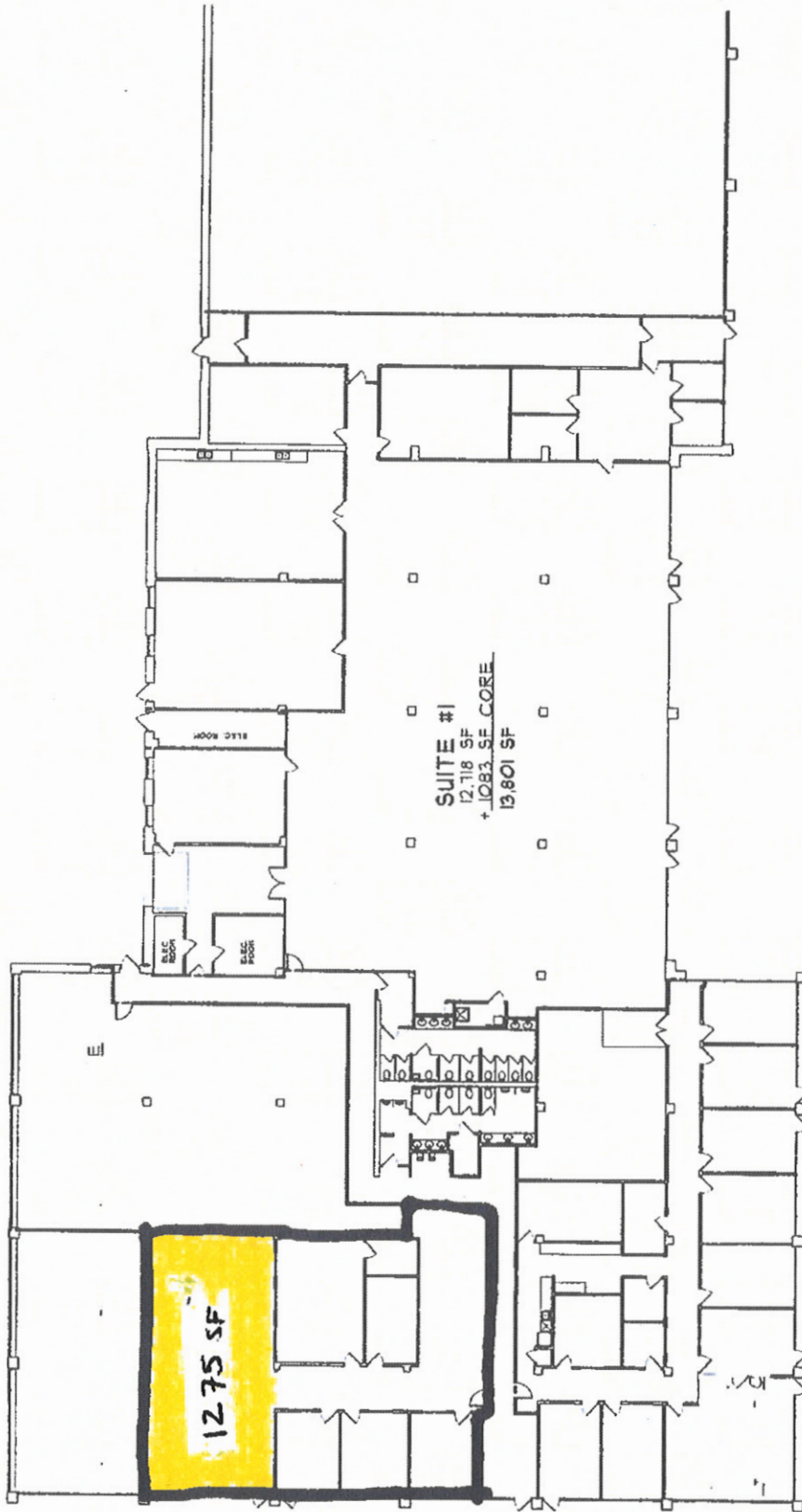
By: _____
Lisa C. Merkel
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Lesia J. Yeatts
Town Attorney



BUILDING S.F. = 27,479

BASE BUILDING 397 HERNDON PARKWAY HERNDON, VIRGINIA 20170	Arencibia Architects Inc. 703-733-0190 13368 POINT RIDER LANE, HERNDON, VA. 20171	DATE 17 FEB. 2005 SCALE 1" = 30'
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TOWN OF HERNDON, VIRGINIA

RESOLUTION

OCTOBER 15, 2019

Resolution- to appoint Charles “Charlie” A. Colligan, III to the Herndon Town Council’s Herndon Youth Advisory Council.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby appoints Charles “Charlie” A. Colligan, III as the TRIBE student member to the Herndon Youth Advisory Council to fill an unexpired two-year term ending December 31, 2020.