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HERNDON TOWN COUNCIL
Tuesday
November 12, 2019

The Town Council met in public session on Tuesday, November 12, 2019, at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Lisa C. Merkel; Vice Mayor Sheila A. Olem; and Councilmembers Cesar del Aguila; Pradip Dhakal; Bill McKenna; and Signe Friedrichs.

Councilmember Jennifer K. Baker was absent.

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Maggie DeBoard, Chief of Herndon Police; Elizabeth Gilleran, Director of Community Development; Page Kalapasev, Director of Information Technology; Scott Robinson, Director of Public Works; Tammy Chastain and John Irish, Deputy Directors of Public Works; Police Officer Justin Sperling, Herndon Police; Amanda M. Kertz, Deputy Town Clerk; and Jessica Sizemore, Legislative Assistant.

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

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

ANNOUNCEMENTS

Mayor Merkel stated that Councilmember Baker would not be present at that night's meeting.

Mayor Merkel stated that this meeting was the Council's last before the Thanksgiving holiday. She wished all present a safe and wonderful Thanksgiving holiday with family and friends.

**November 12, 2019
(public hearing)**

Mayor Merkel stated that a joint Town Council and Heritage Preservation Review Board (HPRB) Work Session was scheduled to review and discuss the draft Heritage Preservation Overlay District Guidelines and Resource Guide as developed and presented by the project consultants and staff. The work session is on Monday, December 2, at 7:00 pm, in the Herndon Council Chambers Building. HCTV will broadcast the work session live for those that can't make it.

APPROVAL OF MINUTES

**Vote on October 17, 2019
Special Work Session Minutes**

On motion of Councilmember McKenna, seconded by Vice Mayor Olem, and carried by a vote of 6-0, the minutes of the October 17, 2019 special work session were approved. The vote was: Councilmembers, del Aguila, Dhakal, Friedrichs, McKenna, Vice Mayor Olem, and Mayor Merkel voting "Aye"; Councilmember Baker was absent.

**Vote on October 22, 2019
Work Session Minutes**

On motion of Councilmember Friedrichs, seconded by Councilmember McKenna, and carried by a vote of 6-0, the minutes of the October 22, 2019 work session were approved. The vote was: Councilmembers, del Aguila, Dhakal, Friedrichs, McKenna, Vice Mayor Olem, and Mayor Merkel voting "Aye"; Councilmember Baker was absent.

PRESENTATION

3. Proclamation, to recognize "Pearl Harbor Remembrance Day," December 7, 2019.

Councilmember McKenna read the proclamation recognizing "Pearl Harbor Remembrance Day" into the record.

Following comments from Council, Dave Womack, Commander, American Legion Wayne M. Kidwell Post 184, provided comments on the presentation.

The proclamation was presented to Commander Womack and members of American Legion Wayne M. Kidwell Post 184 that were present, along with members of the audience that have served or are serving in the armed forces.

**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
Pearl Harbor Remembrance Day
December 7, 2019**

**November 12, 2019
(public hearing)**

Each year, **Pearl Harbor Remembrance Day** is designated throughout the United States to remember and honor all those who died or were injured in the attack that occurred at Pearl Harbor near Honolulu, Hawaii, just before 8:00 a.m. on December 7, 1941. In this attack, more than 2,400 American military personnel were killed and the more than 1,200 were wounded. The attack on Pearl Harbor destroyed nearly 20 American naval vessels, including eight battleships and almost 200 airplanes. December 7, 1941, was a date that would "live in infamy" ~ as President Franklin Delano Roosevelt told an anxious nation after the attack.

On December 8, 1941, Congress approved President Roosevelt's declaration of war on Japan. Three days later, Japanese allies Germany and Italy declared war against the United States, and Congress reciprocated.

The Mayor and Town Council of the Town of Herndon, Virginia, proclaim December 7, 2019 as **Pearl Harbor Remembrance Day** in the Town of Herndon; call on all citizens to honor this day, which marks the 78th anniversary of the attack on the United States Armed Forces at Pearl Harbor; pay tribute with the appropriate observances and activities; and express unending appreciation for the selfless sacrifices of those who served, fought, and lost their lives during this war.

Further, the Mayor and Town Council of the Town of Herndon, Virginia, proclaim that the town shall annually observe the 7th of December as **Pearl Harbor Remembrance Day**; salute World War II veterans, along with all those brave individuals who have served or continue to serve in our armed forces; and thank them for their courage and dedication to our country.

4. COMMENTS FROM THE TOWN MANAGER

There were no comments from the Town Manager.

5. COMMENTS FROM THE TOWN COUNCIL

Councilmember del Aguila: Stated that the Pearl Harbor Remembrance Day presentation was a moving tribute.

Councilmember del Aguila spoke about the adult care facility in Herndon. He stated that he was blessed to recently care for his sister, who battles MS, and he learned about this facility. He was impressed that they can provide help to those who need it for their family members on a scale according to income levels. He asked that the town lobby the new Fairfax County Board of Supervisors to keep it funded.

Councilmember Friedrichs: Stated that she enjoyed the Veterans Day Remembrance on the Town Green the day before.

**November 12, 2019
(public hearing)**

Councilmember Friedrichs encouraged those present to let any homeless people or those that struggle to know about the Embry Rucker homeless shelter. The shelter has facilities for the homeless on cold nights like that one would be.

Councilmember McKenna: Appreciated Councilmember del Aguila's comments about the adult care facility. He stated that aligning those services is often daunting and overwhelming.

Councilmember McKenna stated that the 14th annual Herndon Holiday Model Train Show was coming up on the weekend of December 14-December 15. He provided details on the event, which would be at the Herndon Municipal Center, Herndon depot museum, and the W&OD caboose. The Model Train Show Chair, Richard Downer, was also at the meeting this evening.

Mayor Merkel stated that the train show was the one day of the year that the inside of the W&OD caboose is open.

Councilmember Dhakal: Echoed Councilmember Friedrichs' comments about the Veterans Day Remembrance Ceremony the day before. Additionally, he appreciated the Pearl Harbor Remembrance Day Proclamation. He said he was someone who came from another land and neither his parents or grandparents fought in WWII. He stated that he was speaking on behalf of those who came to the United States from other countries in expressing appreciation to America's forefathers and those that fought in wars, which allowed the freedom in the United States today. He was forever grateful and stated that he often says, "freedom isn't free."

Vice Mayor Olem: Echoed her colleagues' comments about the Veterans Day Remembrance Ceremony. She stated the weather was perfect and she thanked the Herndon Woman's Club for providing homemade refreshments.

Vice Mayor Olem asked those present to remember to bring their pets in from the cold.

Vice Mayor Olem stated that, despite that fact that it seemed like Halloween was going to be a bust due to the weather, she had about 250 kids stop by her house. She stated that most years she sees about 400 kids on Halloween. She left some of the extra Halloween candy on the table outside the Council Chambers.

Vice Mayor Olem wished those present a Happy Thanksgiving to those that celebrate and said she was looking forward to seeing her son, who she had not seen in a while.

6. COMMENTS FROM THE AUDIENCE

The following members of the audience provided comments:

- Alexander Burke, 910 Jorss Place, Apt #304, Herndon, had provided written materials for the record earlier that day, which are on file in the Town Clerk's office.

**November 12, 2019
(public hearing)**

He spoke about affordable housing in town, specifically affordable housing for seniors. He asked the town to work closely with the Dranesville District Supervisor's office and Cornerstones on options for affordable housing, which would be a win-win for the town, county, and their citizens;

- Rob Morris, 701 Nash Street, Herndon, thanked the town for their efforts to address speeding on Spring Street. He expressed concern over pedestrian safety on Spring and Nash streets and the lack of crosswalks. He asked the town to add a crosswalk to the Spring and Nash street intersection;
- Richard Downer, 815 Branch Drive, Apartment #308, Herndon, thanked staff for doing a professional job on paving in the downtown. He appreciated the town using railroad ties near the W&OD Trail and stated that it reflected well on the town's railroad history.

Mr. Downer discussed the Rotary Club's Dolly Parton Imagination Library, which had raised a lot of money over the years to encourage children to read.

Mr. Downer echoed Councilmember McKenna's comments on the 14th annual Model Train Show and stated that Councilmember McKenna would serve as the co-chairman this year. He provided flyers about the train show for the Council, which were distributed, and are on file in the Town Clerk's office;

- Cordelia Morgan, 704 Nash Street, Herndon, provided comments on pedestrian safety and accessibility. On October 24, while crossing Grove Street, she was struck by a SUV. She was taken to Reston Hospital, where she was just released on the previous Saturday. She emphasized the need for both pedestrian and driver education. She stated that there were some walk signals that do not work or do not work well in town. She asked for periodic checks to make sure that the signals were working. Ms. Morgan stated that a minimum of 25 seconds would be a better length for the walk signal to ensure that people of all abilities could cross the road.

Mayor Merkel stated that Ms. Morgan's three minutes were up, but she did not want to cut her off because she was speaking on such an important topic. She stated that she would follow-up with Ms. Morgan and listen to her concerns. She asked the Town Clerk to make sure staff followed up with Ms. Morgan.

Vice Mayor Olem called a point of order and stated that she had been harping on the intersection by Mr. Morris' house. She encouraged Ms. Morgan to keep talking about pedestrian safety.

Mayor Merkel stated that there would be a Pedestrian and Bicycle Advisory Committee meeting that Thursday at 7:00 p.m., and they would love for Ms. Morgan to attend; and

**November 12, 2019
(public hearing)**

- Anne Vayda, 631 Oak Street, Herndon, stated that she spent the evening applying plastic to her 125-year old windows. She stated that the town would not allow her to have airtight, functional windows to keep out the cold. She thanked Mayor Merkel and Council for the upcoming HPRB Guidelines rewrite and hoped they would be aggressive in publicizing the upcoming joint work session. She encouraged the Council to widen the scope to reevaluate the structures to which the Guidelines apply and to recognize the town's relators who feature heritage responsibilities to prospective buyers. She provided further comments on historic structures in town.

PUBLIC HEARINGS

7. Ordinance 19-O-39, to grant a ten-year telecommunications franchise to AT&T Communications of Virginia, LLC.

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearing had been duly advertised in the Friday, October 25; and Friday, November 1, 2019 issues.

Mayor Merkel opened the public hearing and announced that the town would follow the bid process. The proposed ordinance would require a roll call vote pursuant to the state code.

Mayor Merkel stated that the town had received one bid from AT&T Communications of Virginia, LLC, which is entered into the record and on file in the Town Clerk's office. She asked Tammy Chastain, Deputy Director of Public Works, whether staff had received additional bids.

Hearing none, Mayor Merkel closed the bidding process. She called on Ms. Chastain for the staff report.

Ms. Chastain presented the staff report dated November 6, 2019, which is on file in the Town Clerk's office. This franchise agreement between AT&T Communications of Virginia, Inc., a subsidiary of AT&T Corporation, and the town, would permit a 10-year franchise agreement for maintenance of underground telecommunications facilities existing from their previous franchise with the town. There would be no changes to existing infrastructure. Staff recommends approval of the proposed ordinance, as presented.

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

Following the public hearing (there were no comments from the audience), on motion of Vice Mayor Olem, seconded by Councilmember del Aguila, and carried by a roll call vote of 6-0, Ordinance 19-O-39 was approved, as presented without comment. The vote was: Councilmembers del Aguila, Dhakal, Friedrichs, McKenna, Vice Mayor Olem and Mayor Merkel voting "Aye." Councilmember Baker was absent.

**November 12, 2019
(public hearing)**

Ordinance 19-O-39, Granting a ten-year telecommunications franchise to AT&T Communications of Virginia, LLC.

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 AT&T Communications of Virginia, LLC a ten-year telecommunications franchise to use Town streets as set out in the franchise dated November 12, 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.

[Note: Attached for reference is the franchise agreement and Exhibit A dated November 12, 2019 b/n the Town and AT&T Communications of Virginia, LLC.]

**November 12, 2019
(public hearing)**



AT&T Corp.
3450 Riverwood Parkway SE
Suite 162
Atlanta, GA 30339
T: 720-539-8714
ls1762@att.com

October 24, 2019

William H. Ashton, II
Town Manager
Town of Herndon
777 Lynn Street
Herndon, VA 20170

Dear Mr. Ashton:

This letter shall serve as the formal written response of AT&T Communications of Virginia, LLC, a subsidiary of AT&T Corp. AT&T Communications of Virginia, LLC, a subsidiary of AT&T Corp to bid on the draft Franchise Agreement dated November 12, 2019. This franchise bid request is the subject of the Town of Herndon, Virginia Town Council public hearing on November 12, 2019. AT&T Communications of Virginia, LLC, a subsidiary of AT&T Corp requests that its franchise bid be accepted.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me at (720) 539-9714 or ls1762@att.com.

A handwritten signature in cursive script that reads "Lana Scarlett-Rowell".

Lana Scarlett-Rowell
Professional – Technical Process/Quality

cc: Lesa J. Yeatts, Town Attorney (via elec. corr.)
lesa.yeatts@herndon-va.gov

**November 12, 2019
(public hearing)**

TOWN OF HERNDON, VIRGINIA

FRANCHISE AGREEMENT

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

This Agreement (the "Agreement") is dated this 12th day of November 2019, by and between the TOWN OF HERNDON, a Virginia municipal corporation (the "Town") and AT&T COMMUNICATIONS OF VIRGINIA, LLC, a subsidiary of AT&T, Corp. ("Franchisee"), having its principal place of business at One AT&T Way, Bedminster, New Jersey 07921.

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.

**November 12, 2019
(public hearing)**

No construction under this franchise 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 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 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, 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

**November 12, 2019
(public hearing)**

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 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

**November 12, 2019
(public hearing)**

judgment, including all 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 Town's demand provide to Town an insurance certificate indicating such coverage.

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for consequential, incidental, punitive, exemplary, or similar damages under this agreement.

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 Franchise is 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 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,

**November 12, 2019
(public hearing)**

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 20170, and to Franchisee at, Attention: ROW Manager 3450 Riverwood Pkwy SE, Atlanta, GA 30339, 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.

AT&T COMMUNICATIONS OF VIRGINIA,
LLC, a subsidiary of AT&T Corp.

Date of Acceptance:

By: Lana Scarlett Rowell
Name: Lana Scarlett Rowell
Title: Professional - Technical Process/Quality

October 15, 2019

TOWN OF HERNDON, VIRGINIA

By:

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

Attest:

[Signature]
Town Clerk



APPROVED AS TO FORM:

[Signature]
Lisa J. Yearis
Town Attorney

[illegible]

**November 12, 2019
(public hearing)**

8. Ordinance 19-O-40, to grant a ten-year telecommunications franchise to Teleport Communications America, LLC.

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notices of said public hearing had been duly advertised in the Friday, October 25; and Friday, November 1, 2019 issues.

Mayor Merkel opened the public hearing and announced that the town would follow the bid process. The proposed ordinance would require a roll call vote pursuant to the state code.

Mayor Merkel stated that the town had received one bid from Teleport Communications America, LLC, which was entered into the record and on file in the Town Clerk's office. She asked Tammy Chastain, Deputy Director of Public Works, whether staff had received additional bids.

Hearing none, Mayor Merkel closed the bidding process. She called on Ms. Chastain for the staff report.

Ms. Chastain presented the staff report dated November 6, 2019, which is on file in the Town Clerk's office. This franchise agreement between Teleport Communications America, LLC., and the town, would permit a 10-year franchise agreement for maintenance of underground telecommunications facilities existing from their previous franchise with the town that expired. Staff recommends approval of the proposed ordinance, as presented.

The following members of the audience provided comments:

- Richard Downer, 815 Branch Drive, Apartment #308, Herndon asked if these franchises would support 5G services; and
- Wally Ibrahim, applicant's agent, (who also represented AT&T on the previous lease) provided brief comments on the two franchises. He stated that the AT&T Communications franchise was the long-haul network. It would not handle 5G capacity, but would take internet or phone traffic over longer distance. Teleport was the local carrier. They do not have cell phone towers but would connect to the towers. They were one step closer to 5G communication.

Following the public hearing, on motion of Councilmember McKenna, seconded by Councilmember Dhakal, and carried by a roll call vote of 6-0, Ordinance 19-O-40 was approved, as presented without comment. The vote was: Councilmembers del Aguila, Dhakal, Friedrichs, McKenna, Vice Mayor Olem, and Mayor Merkel voting "Aye." Councilmember Baker was absent.

**November 12, 2019
(public hearing)**

Ordinance 19-O-40, Granting a ten-year telecommunications franchise to Teleport Communications America, LLC.

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 Teleport Communications America, LLC a ten-year telecommunications franchise to use Town streets as set out in the franchise dated November 12, 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.

[Note: Attached for reference is the franchise agreement and Exhibit A dated November 12, 2019 b/n the Town and Teleport Communications America, LLC.]

November 12, 2019
(public hearing)



Christopher J. Och
Network Engineering
One AT&T Way
Office 3A234G
Bedminster, NJ 07921
Phone: 908-234-3722
Cell: 908-672-6473
Fax: 281-664-5446

October 22, 2019

William H. Ashton, II
Town Manager
Town of Herndon
777 Lynn Street
Herndon, VA 20170

Dear Mr. Ashton:

This letter shall serve as the formal written response of Teleport Communications America, LLC to bid on the draft Franchise Agreement dated November 12, 2019. This franchise bid request is the subject of the Town of Herndon, Virginia Town Council public hearing on November 12, 2019. Teleport Communications America, LLC requests that its franchise bid be accepted.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me at 908-234-3722 or c01471@att.com.

Sincerely,


Christopher J. Och

cc: Lesa J. Yeatts, Town Attorney (via elec. corr.)
lesa.yeatts@herndon-va.gov

November 12, 2019
(public hearing)

TOWN OF HERNDON, VIRGINIA

FRANCHISE AGREEMENT

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

This Agreement (the "Agreement") is dated this 12th day of November 2019, by and between the TOWN OF HERNDON, a Virginia municipal corporation (the "Town") and TELEPORT COMMUNICATIONS AMERICA, LLC., a Virginia corporation ("Franchisee"), having its principal place of business at One AT&T Way, Bedminster, New Jersey 07921.

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

**November 12, 2019
(public hearing)**

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 franchise 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 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 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, 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,

**November 12, 2019
(public hearing)**

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 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,

**November 12, 2019
(public hearing)**

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 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 Town's demand provide to Town an insurance certificate indicating such coverage.

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for consequential, incidental, punitive, exemplary, or similar damages under this agreement.

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 Franchise is 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 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

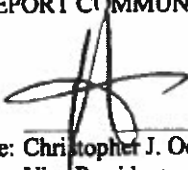
**November 12, 2019
(public hearing)**

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 20170, and to Franchisee at One AT&T Way, Office: 3A234G, Bedminster, NJ 07921, Attention: Right of Way with a copy sent to One AT&T Way, Office: 3A105, Bedminster, NJ 07921, Attention: Legal Department 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.

TELEPORT COMMUNICATIONS AMERICA,
LLC

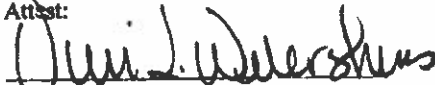
By: 
Name: Christopher J. Och
Title: Vice President

Date of Acceptance: _____

TOWN OF HERNDON, VIRGINIA

By: 
Name: Lisa C. Merkel
Title: Mayor

Attest:

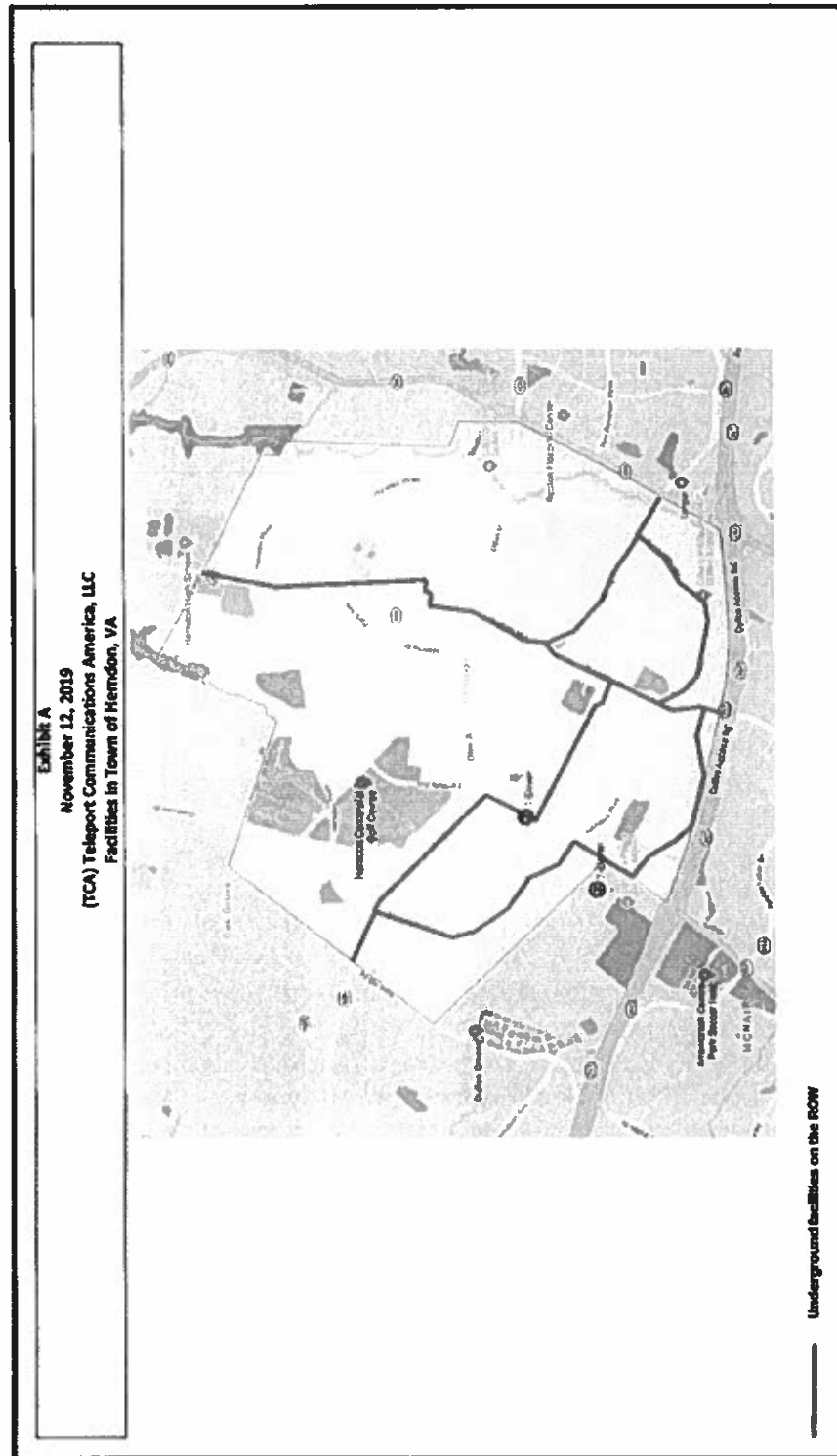

Devin J. Waters
Town Clerk

APPROVED AS TO FORM:


Lisa J. Yeatts
Town Attorney



November 12, 2019
(public hearing)



November 12, 2019
(public hearing)

9. **Ordinance 19-O-41, to approve a lease of space in the Town's building at 397 Herndon Parkway to the Board of Supervisors of Fairfax County, Virginia.**

A Certificate of Publication was filed from the Editor of the *Fairfax County Times Newspapers*, showing that notice of said public hearing had been duly advertised in the Friday, November 1, 2019 issues.

Mayor Merkel opened the public hearing and called on Lesa Yeatts, Town Attorney, for the staff report.

Ms. Yeatts presented the staff report dated November 6, 2019, which is on file in the Town Clerk's office. The proposed ordinance was a lease between the town and the Fairfax County Board of Supervisors for office space at the town's building at 397 Herndon Parkway. Supervisor Foust and his Legislative Aide, Jenny Phipps, were advised of the move, which was necessitated by the town's hiring of a risk manager, who needed the space at town hall. This lease was for a one-year term and would expire on November 11, 2020. The rent for this space would be \$1.00 per lease term, consistent with similar leases on town property for office space. Staff recommends approval of the proposed ordinance, as presented.

Following the public hearing (there were no comments from the audience), Vice Mayor Olem moved approval of Ordinance 19-O-41, as presented. Councilmember McKenna seconded the motion.

There were brief comments from Council.

Vice Mayor Olem supported this lease, which would put several of the town's elected officials in one place. The facility was also ADA compliant.

Councilmember del Aguila stated that as he discussed at last week's work session, he would like the town to consider a market analysis of the town's rentals that it provides at \$1.00 per lease term. Rather than providing the leases at \$1.00, he would like to categorize them as in-kind contributions from the town.

Mayor Merkel stated that she had followed up with staff and the town would look at the market analysis for the town's leases going forward. There was not enough time to make such a substantive change for tonight's meeting.

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

**November 12, 2019
(public hearing)**

Ordinance 19-O-41 Approving a lease of space in the Town's building at 397 Herndon Parkway to the Board of Supervisors of Fairfax County, Virginia.

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

1. The Town Council approves a lease dated November 12, 2019 by which the Town would lease to the Board of Supervisors of Fairfax County, Virginia 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 November 12, 2019 through November 11, 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.

[Note: Attached for reference is the lease and base building plan dated November 12, 2019 b/n the Town and the Fairfax County Board of Supervisors.]

**November 12, 2019
(public hearing)**

LEASE AGREEMENT

THIS LEASE made on the 12th day of November 2019, by and between the TOWN OF HERNDON, a municipal corporation (Landlord) and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia ("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) (the lease premises).

THEREFORE, the parties agree as follows:

1. **Commencement and Ending Date of Term.** Beginning November 12, 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 November 11, 2020.

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

**November 12, 2019
(public hearing)**

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

7. 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.

**November 12, 2019
(public hearing)**

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

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

10. 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 13, Tenant shall return the leased premises to its original condition prior to Tenant's vacation of the premises, normal wear and tear excepted.

11. 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.

12. 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.

13. 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

**November 12, 2019
(public hearing)**

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. 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.

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

16. 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 13, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord.

17. 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.

18. 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.

19. Appropriations Clause. All of Tenant's financial obligations under this lease are subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. In the event funds are not appropriated at the beginning of

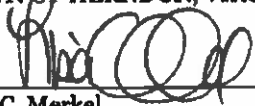
**November 12, 2019
(public hearing)**

any fiscal year for the leasing of the lease premises, then the lease shall terminate on the last day of the fiscal year for which appropriations were received. Tenant shall furnish Landlord with written notice that funds were not appropriated by the Board of Supervisors at least sixty (60) days prior to the beginning of the fiscal year involved. In the event funds for the leasing of the leased premises are not appropriated, Tenant shall vacate the lease premises prior to the beginning of the next County of Fairfax fiscal year. Landlord and Tenant agree that this clause shall supersede any and all financial obligations imposed by any other provision of this lease nor shall any subsequent amendment or addendum of this lease compromise the full legal implication of this section between the parties hereto or their respective successors or assigns.

**BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA**

Name: _____
Title: _____

TOWN OF HERNDON, VIRGINIA

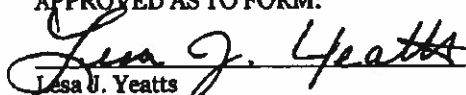
By: 
Lisa C. Merkel
Mayor

ATTEST:

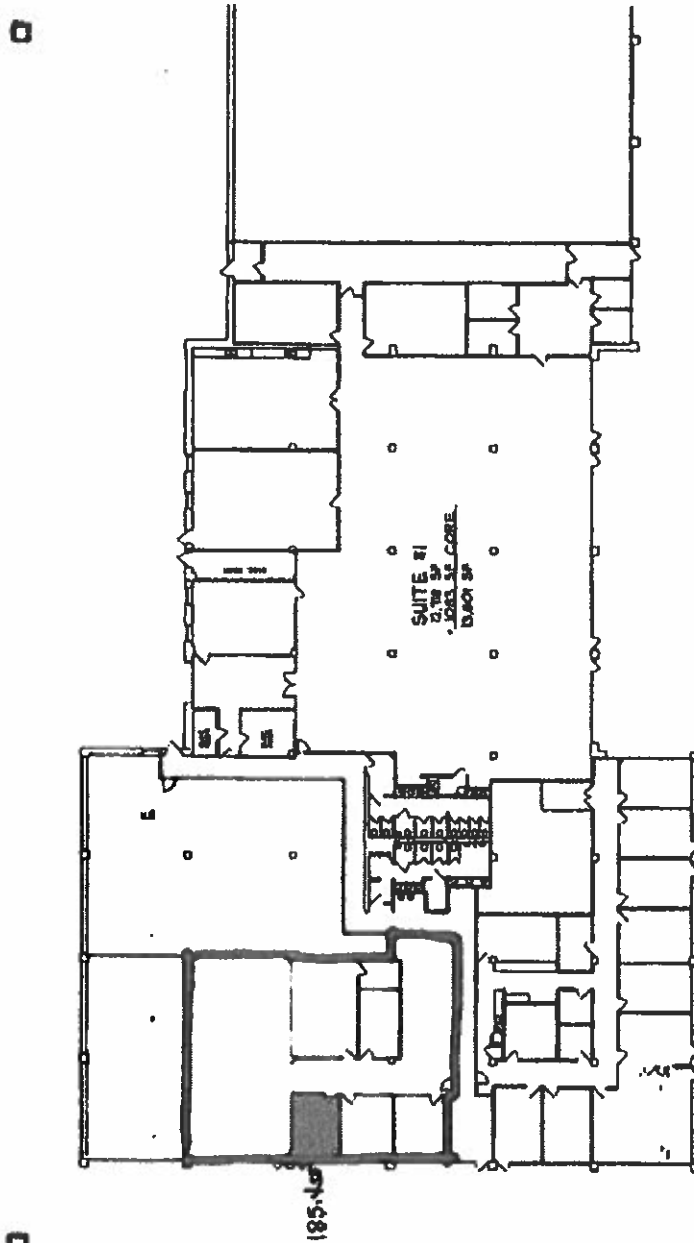

Jini J. Wilkerson
Town Clerk



APPROVED AS TO FORM:


Lisa J. Yeatts
Town Attorney

November 12, 2019
(public hearing)



BUILDING S.F. = 27,479

BASE BUILDING 397 HERNDON PARKWAY HERNDON, VIRGINIA 2010	Arencibia Architects Inc. 103-733-0190 9349 POINT RIDGE LANE, HERNDON, VA. 2018		DATE 11 FEB. 2005
			SCALE 1" = 30'

November 12, 2019
(public hearing)

GENERAL

10. Resolution 19-G-68, to authorize Project Administration Agreements between the Town and Fairfax County for the administration of Herndon Metrorail Station Access Management Study (HMSAMS) Projects.

Mayor Merkel recognized Town Manager William H. Ashton II for an update.

Mr. Ashton stated that staff had not received the final draft agreements from Fairfax County. Therefore, he respectfully asked that the Council continue Resolution 19-G-68 until its next public hearing on December 10, 2019.

Lesa Yeatts, Town Attorney, stated that staff had sent the drafts back to Fairfax County with comments. The town had not received anything since providing them. Ms. Yeatts stated that since this was a General item, the Council did not have to open a public hearing. The procedure would be to continue the item to the next Council meeting.

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

In response to queries from Councilmember McKenna about timelines, Mr. Ashton recognized John Irish, Deputy Director of Public Works, for comment.

Mr. Irish stated that the Fairfax County Board of Supervisors had been scheduled to review this item at its meeting on December 3.

Mayor Merkel stated that it appeared the county would have to delay its review of the agreements, since the town had not received the final draft.

Following clarification from the Town Attorney, Vice Mayor Olem moved to continue Resolution 19-G-68 to December 10, 2019. Councilmember Friedrichs seconded the motion.

There were brief comments from Council.

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

11. Ordinance 19-O-42, to amend Chapter 66 (STREETS, SIDEWALKS, AND CERTAIN OTHER PLACES), of the Code of the Town of Herndon, to add Article V (Shared Mobility Devices).

Lesa Yeatts, Town Attorney, presented the staff report and PowerPoint dated November 12, 2019, which are on file in the Town Clerk's office. In February, the Virginia General Assembly passed a law permitting shared mobility devices, subject to local regulations. New safety and operational rules became effective July 31, 2019,

**November 12, 2019
(public hearing)**

which included a 20 mile per hour speed limit; head and taillights; and a requirement that if less than 14 years old, riders need parental supervision. Shared mobility devices include motorized skateboards, scooters, bicycles, or electric-power assisted bicycles. Local jurisdictions were given until January 1, 2020 to implement shared mobility device pilot programs or legislation. Localities could not ban motorized skateboards, scooters, bicycles, or electric power-assisted bicycles but could regulate them. If a locality did not implement an ordinance or pilot program by January 1, 2020, shared mobility device companies could operate as authorized by the state legislation.

In response to queries from Mayor Merkel, Ms. Yeatts agreed that if the town did not pass an ordinance regulating these devices by December 31, the town would lose the opportunity to do so and its laws would default to the state regulations.

Ms. Yeatts continued her PowerPoint and stated that the proposed ordinance would define shared mobility devices; require the Council to issue a franchise or license agreement to operate in the rights-of-way before considering a permit to operate; task the Town Manager, or his designee, with developing permit operational standards for shared mobility devices; and preserve the town's authority to regulate these devices.

Ms. Yeatts reviewed the potential challenges of regulating these devices and issues that were to be decided, as provided in the PowerPoint. She discussed how e-scooters work and stated that they were often deployed as fleets of devices throughout a geographic area. Shared mobility devices were frequently "dockless," meaning that they would park in public spaces and "lock" themselves through an app.

Staff recommends adoption of the proposed ordinance requiring the franchiser license, to be followed by a permit to operate, to meet the January 1, 2020 deadline. Staff would gather information and work to provide Council with a subsequent ordinance(s) to address any outstanding issues. It was anticipated that the lease would be amended at least once.

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

There was a brief question and answer period between Councilmember Dhakal and Ms. Yeatts.

There was a brief question and answer period between Councilmember del Aguila and Ms. Yeatts.

In response to queries from Councilmember del Aguila about the Northern Virginia Regional Park Authority's (NVRPA) W&OD Trail, Ms. Yeatts stated that the town could regulate the points of access to the trail in town. She did not know if the Park Authority had plans to regulate the trail further.

There was a brief question and answer period between Vice Mayor Olem and Ms. Yeatts.

**November 12, 2019
(public hearing)**

In response to queries from Vice Mayor Olem, Ms. Yeatts stated that she would have to look up the NVRPA's regulations for e-scooters. She stated that the town's proposed ordinance would be consistent with the surrounding counties, especially Fairfax County. She stated that the Council could regulate e-scooters on the sidewalk through a future amendment to the ordinance or in a license agreement.

Vice Mayor Olem asked that the Council, going forward, consider adding safety inspections to the town's regulations.

Ms. Yeatts stated that the town would benefit from the experience of nearby jurisdictions in regulating e-scooters and discussed the amendment process further.

There was a brief question and answer period between Councilmember Friedrichs and Ms. Yeatts.

Responding to Councilmember Friedrichs, Ms. Yeatts stated that the Pedestrian and Bicycle Advisory Committee would see these regulations.

Councilmember del Aguila moved approval of Ordinance 19-O-42, as presented. Councilmember McKenna seconded the motion.

There were brief comments from Council.

Mayor Merkel suggested that the Northern Virginia Regional Commission to look at this and see what is happening regionally to try and have as cohesive of a policy as possible.

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

Ordinance 19-O-42, to amend Chapter 66 (STREETS, SIDEWALKS, AND CERTAIN OTHER PLACES), of the Code of the Town of Herndon, to add Article V (Shared Mobility Devices).

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

1. Chapter 66, Streets, Sidewalks, and Certain Other Places, Herndon Town Code (2000), is amended as follows:

November 12, 2019
(public hearing)

ARTICLE V. – SHARED MOBILITY DEVICES

DIVISION 1. - IN GENERAL

Section 66-104. - Purpose.

The purpose of this article is to establish regulations and licensing requirements governing the offering of (i) bicycle or electric power-assisted bicycles and (ii) motorized skateboard or scooters (collectively, “shared mobility devices”) for hire within the Town to ensure safe, reliable, adequate, and efficient service.

Regulations regarding the operation of shared mobility devices by riders shall be governed by Chapter 46.2 of the Code of Virginia and Section 66-1 of the Town Code.

State Law Reference – Code of Virginia §§ 46.2-100, 46.2-1315, 15.2-2100.

Sec.66-105 – Definitions.

All definitions of words and phrases contained in Section 46.2-100 et seq. of the Code of Virginia, as amended, shall apply to such words and phrases, when used in this article, unless clearly indicated to the contrary.

Applicant shall mean any person that files an application to offer shared mobility devices for hire in the Town.

Permittee shall mean any person who has been granted a Shared Mobility Device Permit.

Town Manager shall mean the Town Manager for the Town of Herndon or his authorized designee(s).

Shared Mobility Devices shall mean motorized skateboards or scooters, bicycles, or electric power-assisted bicycles as defined by Section 46.2-100 of the Code of Virginia, as amended.

Shared Mobility Device Permit shall mean a permit to offer for hire motorized skateboards or scooters, bicycles, or electric power-assisted bicycles as defined by Section 46.2-100 of the Code of Virginia, as amended, issued by the Town of Herndon.

Sec. 66-106 – Shared Mobility Device Permit Required; Prerequisites to Issuance.

- (a) *It shall be unlawful for any person to offer shared mobility devices for hire without first obtaining a shared mobility device permit from the Town*

**November 12, 2019
(public hearing)**

manager. For purposes of this article, offering shared mobility devices for hire shall mean offering a ride for hire that originates within the Town of Herndon.

- (b) A shared mobility device permit shall not be issued unless the applicant has first obtained approval, in the form of a franchise, license or other similar agreement, from the Town Council to use public rights-of-way for this purpose pursuant to Sec. 15.2-2100 of the Code of Virginia. Such franchise, license or other agreement may include such terms as the Town Council deems necessary and appropriate, including but not limited to those pertaining to the regulation and/or limitation of the number, operation, maintenance, specifications, and parking of shared mobility devices; insurance; indemnification; community outreach and communication; records and data sharing; reporting; fees; and rider/user regulations and agreements.*
- (c) Nothing herein shall be construed to require the Town Council to grant a franchise, license or other similar agreement to any person or to otherwise limit the discretion of the Town Council with regard to terms of any shared mobility device agreement or shared mobility device permit condition.*
- (d) Compliance with this article is a separate and additional legal requirement for shared mobility devices and issuance of a shared mobility device permit shall not be construed to authorize the offering for hire of shared mobility devices in a manner that does not conform to other applicable federal, state, and local law.*

State Law Reference – Code of Virginia §§ 15.2-2100 et seq., 46.2-1315.

Sec. 66-107– Shared Mobility Device Permit Requirements and Conditions.

Shared mobility device permits issued pursuant to this article shall be subject to the following general conditions. In addition, in granting a shared mobility device permit, the Town manager may impose conditions, requirements, and restrictions as are necessary to reasonably protect the public health, safety, and welfare.

- (a) Shared mobility device permittees shall be compliant with all applicable federal, state, and local laws, including but not limited to Herndon Town Chapter 30, Article VII as amended, pertaining to business licenses and Code of Virginia § 2.2-4311.2, as amended, pertaining to authorization to transact business in the Commonwealth of Virginia, and the provisions of this article.*
- (b) Shared mobility device permits shall not be non-assignable without the prior written consent of the Town manager.*
- (c) Shared mobility device permittees shall be compliant with the applicable franchise, license or other similar agreement for use of public rights-of-way. Expiration or termination of such franchise, license or other similar agreement shall be cause for immediate revocation of the shared mobility device permit.*

**November 12, 2019
(public hearing)**

State Law Reference – Code of Virginia §§ 15.2-2100 et seq., 46.2-1315.

Sec. 66-108 – Application and Review Process for Shared Mobility Device Permits.

- (a) *The Town manager is authorized and directed to develop an application process for shared mobility device permits, which shall be kept on file in the office of Town manager. No shared mobility device permit shall be approved until a complete application and fee is received. In order to carry out the purposes of this article, the Town manager may require the applicant to provide information in addition to that provided in the application. A fee of \$300 shall accompany all applications for shared mobility device permits.*
- (b) *After receipt and review of the complete application materials, the Town manager may: (1) approve the shared mobility device permit with or without additional conditions if it meets the standards for approval set forth in this article; or (2) deny the shared mobility device permit if it does not meet the standards for approval set forth in this article. Upon denial of a shared mobility device permit application, the applicant shall be apprised of the reasons for denial in writing and shall be entitled to appeal the decision as set forth in Section 66-110.*
- (c) *Upon receipt of an application for a shared mobility device permit or an application for a franchise, license or similar agreement for use of shared mobility devices within public rights-of-way, the Town Council may, in its sole discretion, direct the Town manager to solicit additional proposals through a competitive bidding process and/or direct the Town manager to implement a pilot program for shared mobility devices prior to acting on an application. If a pilot program or competitive bidding process is employed, the Town Council may defer action upon or deny the permit application.*

Sec. 66-109 – Term of Shared Mobility Device Permit; Extensions.

- (a) *The term of any shared mobility device permit shall run concurrently with the term of the applicable franchise, license or other similar agreement for use of public rights-of-way.*

Sec. 66-110– Suspension and Termination of Shared Mobility Device Permits; Appeal.

- (a) *A shared mobility device permit may be suspended or revoked by the Town manager upon the following conditions:*

**November 12, 2019
(public hearing)**

- (1) Continuing violation of this article after reasonable notice to comply has been provided to permittee.
 - (2) Continuing violation of the terms and conditions of the shared mobility device permit after reasonable notice to comply has been provided to permittee.
 - (3) Expiration or termination of the franchise, license or other similar agreement for use of shared mobility devices within public rights-of-way granted to Permittee.
 - (4) False or misleading statements made by the Permittee or applicant in its application materials or other communications with the Town of Herndon.
 - (5) A determination that the Permittee is not operating the authorized shared mobility devices in such a manner as to serve the public health, safety, or welfare.
 - (6) Continuing violation of any federal, state, or local law after reasonable notice to comply has been provided to Permittee.
- (b) In the case of revocation, a Permittee may not apply for a shared mobility device permit until one (1) year has elapsed from the date of the revocation.
- (c) An aggrieved applicant or Permittee may appeal in writing the suspension, revocation, refusal to renew, or denial of a shared mobility device permit within 30 days of the date notice was sent of such fact by Town manager. Within 30 days of receipt of an appeal, the Town manager shall schedule a hearing and provide the appellant reasonable notice thereof. The decision on appeal shall be final and unappealable.

Sec. 66-111 – Enforcement of Article; Penalties.

- (a) The Town manager shall have the authority to enforce all provisions of this article.
- (b) Any person who violates or causes to be violated any provisions of this Article will be guilty of a misdemeanor punishable by a fine of not more than \$50.00 for the first offense and not more than \$500.00 for each subsequent offense. Each day a violation continues shall constitute a separate offense.
- (c) In addition to any penalties imposed, a court may enjoin the continuing violation of this article by proceedings for an injunction brought in any court of competent jurisdiction.

State Law Reference- Virginia Code § 15.2-1429, 15.2-1432.

November 12, 2019
(public hearing)

12. Resolution 19-G-69, to establish the Town of Herndon's 2020 Legislative Program to request that the 2020 Virginia General Assembly amend § 58.1-3910.1 Code of Virginia allowing the Town to enter into an agreement with Fairfax County for the county treasurer to collect and enforce delinquent or non-delinquent real or personal property taxes; or request that the 2020 Virginia General Assembly amend the Code of Virginia to add § 58.1-3910.2 to allow the Town to enter into an agreement with Fairfax County for the county treasurer to collect and enforce delinquent or non-delinquent real or personal property taxes and the Town's position on anticipated legislation.

Lesa Yeatts, Town Attorney, presented the staff report dated November 6, 2019, which is on file in the Town Clerk's office. She reviewed the action and position statement items the town proposed to support at the 2020 General Assembly.

Ms. Yeatts had been in communication with the county on the action item, which was to amend the state code to allow the county to bill and collect delinquent and non-delinquent real estate taxes on behalf of the town. Loudoun County has this capability and the town's proposed item would add Fairfax County as having the option to collect the town's real estate taxes in the state code. Staff has been in contact with the county treasurer to tax administration who would be willing to implement this change. This would allow the town to take advantage of the county's collection tools. Staff also has alternative proposals for the legislation.

Ms. Yeatts reviewed the positional and information items included in the proposed legislative agenda. These were based on what the Council had previously indicated they would like to support, along with the Virginia Municipal League's (VML) position statements. The items included in the staff report were what staff considered the most important, drawing on VML's statements. After last week's work session, Ms. Yeatts stated that she added the item suggested by Councilmember Friedrichs on neighborhood preservation. Staff recommends approval of the proposed resolution, as presented, so the program could be taken to the legislators to request their support for these items.

There was discussion amongst Council and staff on this item.

In response to queries from Councilmember Friedrichs about the information item on plastic bags, Ms. Yeatts stated that it would allow localities to regulate plastic bag use. In response to Councilmember Dhakal, Ms. Yeatts and William H. Ashton II, Town Manager, provided comments about how the county would collect taxes.

Mr. Ashton stated that the only "con" he had heard from other jurisdictions was that allowing the county to collect the taxes would be giving something up that the town had control over.

There was a brief question and answer period between Mayor Merkel and Ms. Yeatts.

**November 12, 2019
(public hearing)**

Councilmember Dhakal moved approval of Resolution 19-G-69, as presented. Councilmember del Aguila seconded the motion.

There were brief comments from Council.

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

Resolution 19-G-69, Establishing the Town of Herndon's 2020 Legislative Program to request that the 2020 Virginia General Assembly amend § 58.1-3910.1 Code of Virginia allowing the Town to enter into an agreement with Fairfax County for the county director of tax administration to collect and enforce delinquent or non-delinquent real or personal property taxes; or request that the 2020 Virginia General Assembly amend the Code of Virginia to add § 58.1-3910.2 to allow the Town to enter into an agreement with Fairfax County for the county director of tax administration to collect and enforce delinquent or non-delinquent real or personal property taxes.

Recitals

The Mayor and the Town Council of the Town of Herndon, Virginia, to render the Town government more responsive to the citizens, yearly advise the Town's representatives in the General Assembly of legislative positions on important issues.

The Mayor and Town Council enjoy a favorable relationship with their representatives in the General Assembly and thank them for their interest and support.

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

1. Action Items

The Town Council respectfully requests the General Assembly to pass the following legislation:

Amendment to § 58.1-3910.1. Collection of town taxes by county.

Notwithstanding any other provision of law, the Loudoun County Board of Supervisors may authorize the treasurer of Loudoun County to enter into an agreement with any town located partially or wholly within Loudoun County for the county treasurer to collect and enforce delinquent or non-delinquent real or personal property taxes owed to such town. Notwithstanding any other provision of law, the Fairfax County Board of Supervisors may authorize the director of tax administration of Fairfax County to enter into an agreement with any town located partially or wholly within Fairfax

**November 12, 2019
(public hearing)**

County for the county director of tax administration to collect and enforce delinquent or non-delinquent real or personal property taxes owed to such town. The county director of tax administration collecting town taxes pursuant to an agreement made under this section shall account for and pay over to the town the amounts collected, as provided by law. Any such agreement shall establish the terms for such collection and enforcement, including payment of reasonable compensation by the town for the services of the county director of tax administration and the order in which the county director of tax administration will credit partial payments between taxes owed to the county and those owed to the town.

OR

Amendment to § 58.1-3910.2. Collection of town taxes by Fairfax county. Notwithstanding any other provision of law, the Fairfax County Board of Supervisors may authorize the director of tax administration of Fairfax County to enter into an agreement with any town located partially or wholly within Fairfax County for the county director of tax administration to collect and enforce delinquent or non-delinquent real or personal property taxes owed to such town. The county director of tax administration collecting town taxes pursuant to an agreement made under this section shall account for and pay over to the town the amounts collected, as provided by law. Any such agreement shall establish the terms for such collection and enforcement, including payment of reasonable compensation by the town for the services of the county director of tax administration and the order in which the county director of tax administration will credit partial payments between taxes owed to the county and those owed to the town.

2. Positions and Informational Items

The Town Council advises its representatives in the General Assembly of the following legislative positions without requesting any such specific legislation:

Blight and Neighborhood Preservation. The Town supports broadening the laws regarding blight. This could be done through empowering localities' flexibility with building permits issued for repairs or renovation. Methods include the requirement of timely completion of the work or, failing a legitimate plan by the owner, diligently pursued, to complete the work, authorizing local government action to correct the health and public safety problems created by incomplete structures to either seize available assets of the owner and use them to fund corrective action, or impose high fees that would recover the locality's costs on a priority basis. This would be similar to the localities' powers for recovering unpaid taxes. Further, the Town supports expansion of the definition of derelict building

**November 12, 2019
(public hearing)**

contained in Virginia Code Section 15-2.907.1 to include buildings that are not completed. The Town supports strengthening the minimum Property Maintenance Code.

Housing Solutions. The Town supports housing solutions. Local governments are the solution for solving the housing crisis in the Commonwealth. Allowing local governments, the authority to use flexible tools for achieving housing goals and greater land use authority for creative housing types is needed including state funding for affordable and workforce housing.

State Maintenance Funds for Roadway Paving. The Town supports efforts to require that the Virginia Department of Transportation fund road maintenance through the two programs established to help localities with roadway maintenance, the Revenue Sharing maintenance program and the State of Good Repair program.

Commercial Vehicles on Public Streets. The Town supports legislation that would amend Section 46.2-1222.1 of the Code of Virginia to allow localities to prohibit the parking of commercial vehicles weighing 8,000 lbs., or more on residential streets. The current minimum gross vehicle weight that can be regulated is 12,000 lbs.

Proffers. The Town supports that until a comprehensive impact fee system is authorized, the state code should extend to all localities full authority for conditional zoning to meet the needs to new citizens for public infrastructure.

Commonwealth Attorney Funding. The Town urges the General Assembly to fully fund all currently authorized positions for Commonwealth's Attorney offices statewide to allow these offices to fully comply with new discovery rules being promulgated by the Virginia Supreme Court; to keep up with and effectively incorporate new sources of evidence resulting from new technology, including body worn camera video; and to make up for historic under-funding of these offices.

Communications Sales and Use Tax. The Virginia Communications Sales and Use Tax was enacted to establish a statewide tax rate and to preempt local taxes on communications sales and services. Town supports setting the tax rate at the same level as the state sales tax rate and broadening the coverage of the tax to include audio and video streaming services and prepaid calling cards. The Town opposes transfers of these revenues to the state general fund for purposes other than those currently stipulated in the Code of Virginia.

**November 12, 2019
(public hearing)**

Distracted & Inattentive Driving. The Town supports local government authority to enforce full attention and time to driving ordinances. The Town supports access to training for impartial enforcement of these ordinances by all law enforcement personnel.

Local Option Regulation of Disposable Plastic Bags. The Town supports legislation to allow local option authority to develop incentives or regulations to decrease or otherwise regulate the distribution, sale, or offer of disposable plastic bags.

Stormwater Local Assistance. The Town supports continued investment in the Stormwater Local Assistance Fund to assist localities with critical stormwater projects to meet federal and state clean-water requirements.

Equal Rights Amendment. The Town supports the passage of the Equal Rights Amendment (ERA) and urges the General Assembly to take the necessary steps to put this matter before the citizens of the Commonwealth of Virginia.

Education Funding. The Town opposes changes in methodology and changes in the division of financial responsibility that result in a shift of funding responsibility from the state to localities.

Taxing, Licensing, and Regulating Internet-based Businesses and Services. In taking state action to regulate private enterprises employing a business model that emphasizes the use of the Internet to either provide retail or facilities or ridesharing services, local government interests should be acknowledged, and localities should be included in the decision-making. The Town supports preservation of its ability to enter into voluntary collection agreements provided that such agreements include provisions to protect the public's interest.

Use of Locally-owned Rights-of-Way. Private use of public rights-of-way significantly increase management responsibilities and maintenance costs. The Town supports fair market value funding for private use of locally owned rights-of-way so that these costs not be disproportionately borne by local taxpayers.

3. The Town Attorney shall mail or deliver a copy of this resolution to the Town's representatives in the General Assembly, other selected members of the General Assembly, area local governments, and to other interested persons, as appropriate.

November 12, 2019
(public hearing)

CONSENT AGENDA

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

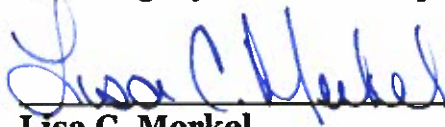
13. **Resolution 19-G-70, to appoint Tamarin Hannon as a Member of the Building Board of Appeals.**

Resolution 19-G-70, to appoint Tamarin Hannon as a Member of the Building Board of Appeals.

BE IT RESOLVED BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby appoints **Tamarin Hannon** as the "experienced real estate/ property manager" member to the Building Board of Appeals to fill an unexpired term ending December 31, 2021.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:20 p.m.


Lisa C. Merkel
Mayor


Amanda M. Kertz
Deputy Town Clerk



Minutes approved by Town Council: **December 10, 2019.**