

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
JULY 14, 2020
7:00 P.M.**

The meeting is being held electronically pursuant to Virginia Code Section 2.2-3708.2, as amended; the Governor's Executive Orders, as amended; and in accordance with Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended. Public comments will be received through the town clerk at town.clerk@herndon-va.gov.

CALL TO ORDER

1. Roll Call & Determination of Quorum.

APPROVAL OF MINUTES

June 9, 2020 Town Council Public Hearing Draft Minutes

COMMENTS

2. Comments from the Town Manager
3. Comments from the Town Council

PUBLIC HEARINGS

4. Ordinance 20-O-19, to approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower. **(Public Hearing continued from the April 14th TCPH).**
5. Ordinance 20-O-40, to approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's Alabama Drive Water Tower.
6. Resolution 20-G-18, to authorize the Reserve of FY 2020 Funding for Capital and On-going Projects and for Outstanding Encumbrances at June 30, 2020.
7. Ordinance 20-O-41, to consider amending the Fiscal Year (FY) 2021 Adopted Budget which, if adopted by Town Council, will amend the budgets of the General Fund, Water and Sewer Fund, Chestnut Grove Cemetery Fund, Downtown Parking Enterprise Fund, and Capital Projects Funds by recognizing the estimated outstanding encumbrances and authorized reserved amounts for FY 2020 as appropriated amounts for FY 2021.

GENERAL

8. Resolution 20-G-20, to approve the restructuring of some of the town's debt.

CONSENT

9. Resolution 20-G-19, to change the Meeting Schedule for the Town Council Work Session in August 2020.
10. Resolution numbers 20-G-21 through 20-G-27, to ratify Temporary License Agreements between the Town of Herndon and Green Lizard Cycling (20-G-21); Jimmy's Old Town Tavern (20-G-22); Mile 20 at Mediterranean Breeze (20-G-23); Red Kimono LLC, (20-G-24); Russia House Restaurant (20-G-25); Sully's Pour House (20-G-26); and Zeffirelli Ristorante Italiano (20-G-27) for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-21, to ratify a Temporary License Agreement between the Town of Herndon and Green Lizard Cycling for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-22, to ratify a Temporary License Agreement between the Town of Herndon and Jimmy's Old Town Tavern for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-23, to ratify a Temporary License Agreement between the Town of Herndon and Mile 20 at Mediterranean Breeze for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-24, to ratify a Temporary License Agreement between the Town of Herndon and Red Kimono, LLC for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-25, to ratify a Temporary License Agreement between the Town of Herndon and Russia House Restaurant for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-26, to ratify a Temporary License Agreement between the Town of Herndon and Sully's Pour House for use of public property or public right-of-way for temporary outdoor dining.

Resolution 20-G-27, to ratify a Temporary License Agreement between the Town of Herndon and Zeffirelli Ristorante Italiano for use of public property or public right-of-way for temporary outdoor dining.

Future Town Council Meetings

August 4, 2020	Town Council Work Session	7:00 p.m.
August 11, 2020	Town Council Public Hearing	7:00 p.m.
September 1, 2020	Town Council Work Session	7:00 p.m.
September 8, 2020	Town Council Public Hearing	7:00 p.m.

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JULY 14, 2020

Ordinance- to approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower.

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

1. The Town Council approves this Second Amendment to Deed of Lease dated July 14, 2020. This instrument amends the original Deed of Lease dated June 9, 2002 and the First Amendment to Deed of Lease dated August 15, 2012.
2. This instrument updates the approved equipment list and premises description.
3. This instrument approves revising the quantity and upper size limit of the following: 1 generator enclosure up to 10' x 15', 5 equipment cabinets up to 75" H x 33" W x 33" D, 1 15 KW diesel generator up to 80" H x 30" W x 50" D, 12 antennas up to 98" H x 20" W x 10" D, 3 distribution boxes up to 20" H x 16" W x 12" D, 6 remote radio units (RRU's) up to 22" H x 15" W x 10" D, 6 coax and/or fiber hybrid cables up to 1 5/8" diameter.
4. The Herndon 3rd Street Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee and Sublessee, at their respective expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee or Sublessee, or both, is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.
5. In all other respects the original lease remains in effect.

6. The Mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
7. This ordinance shall be in effect on and after the date of its adoption.

SECOND AMENDMENT TO DEED OF LEASE

This Second Amendment to Deed of Lease ("Second Amendment"), is made this 14th day of July 2020 by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("**Town**") and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless ("**Lessee**"), as successor in interest to Washington, D.C. SMSA Limited Partnership.

WHEREAS, Town and Lessee entered into a certain Deed of Lease dated June 9, 2002, as amended by the First Amendment to Deed of Lease dated August 15, 2012, (collectively referred to herein as the "Lease") whereby the Town leased to Lessee portions of Town's water tower and adjacent land known as the Third Street Water Tower, Third and Van Buren Street, Herndon, VA 20170, Fairfax County Tax Map Number 0104-02-0045A, all as more particularly described in the Original Deed of Lease.

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows;

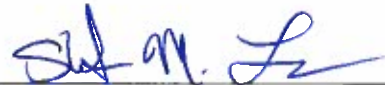
NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Second Amendment.
2. Exhibit A1 and A2 are deleted in their entirety and replaced with Exhibit A dated March 10, 2020, Exhibit B, is deleted in its entirety and replaced with Exhibit B dated March 10, 2020, Exhibit C, is deleted in its entirety and replaced with Exhibit C, Pages 1-5 dated March 10, 2020, all are attached hereto and incorporated herein.
3. The premises description is hereby modified as described in Exhibit B dated March 10, 2020 and its equipment list and drawings as described in Exhibit C, Pages 1-5 dated March 10, 2020, both attached hereto and incorporated herein.
4. The Herndon 3rd Street Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee and Sublessee, at their respective expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee or Sublessee, or both, is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.

5. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
6. This Second Amendment to Deed of Lease will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
7. Town represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
8. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Second Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

LESSEE:

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

BY: 
NAME: Stefanie M. Lewis
TITLE: Sr. Mgr. Real Estate
DATE: 2/7/20

Additional signatures on following page

TOWN:

TOWN OF HERNDON, VIRGINIA

BY:


Lisa C. Merkel

Mayor

DATE: 3-10-2020



ATTEST:


Town Clerk

APPROVED AS TO FORM:


Lesla J. Yeatts
Town Attorney

Exhibit A
March 10, 2020

The property lies in the Town of Herndon, Virginia and is described as follows:

1. 806 3rd Street
Herndon, VA 20170
2. Fairfax County Tax Map Number 10-4-2-45A

The geodetic coordinates of the Property are as follows:

North Latitude: 38° 58' 50"

West Longitude 77° 22' 59"

Exhibit B
March 10, 2020

The premises shall consist of the following:

1. The Ground Space, consisting of approximately 324 square feet for placement of equipment cabinets and a back-up generator and associated concrete pad.
2. Space on the Tower sufficient to accommodate the placement, installation, operation and maintenance of the equipment (listed on Exhibit "C").
3. The Access easement.
4. The Utility Easements.
5. The premises are depicted on the attached drawings.

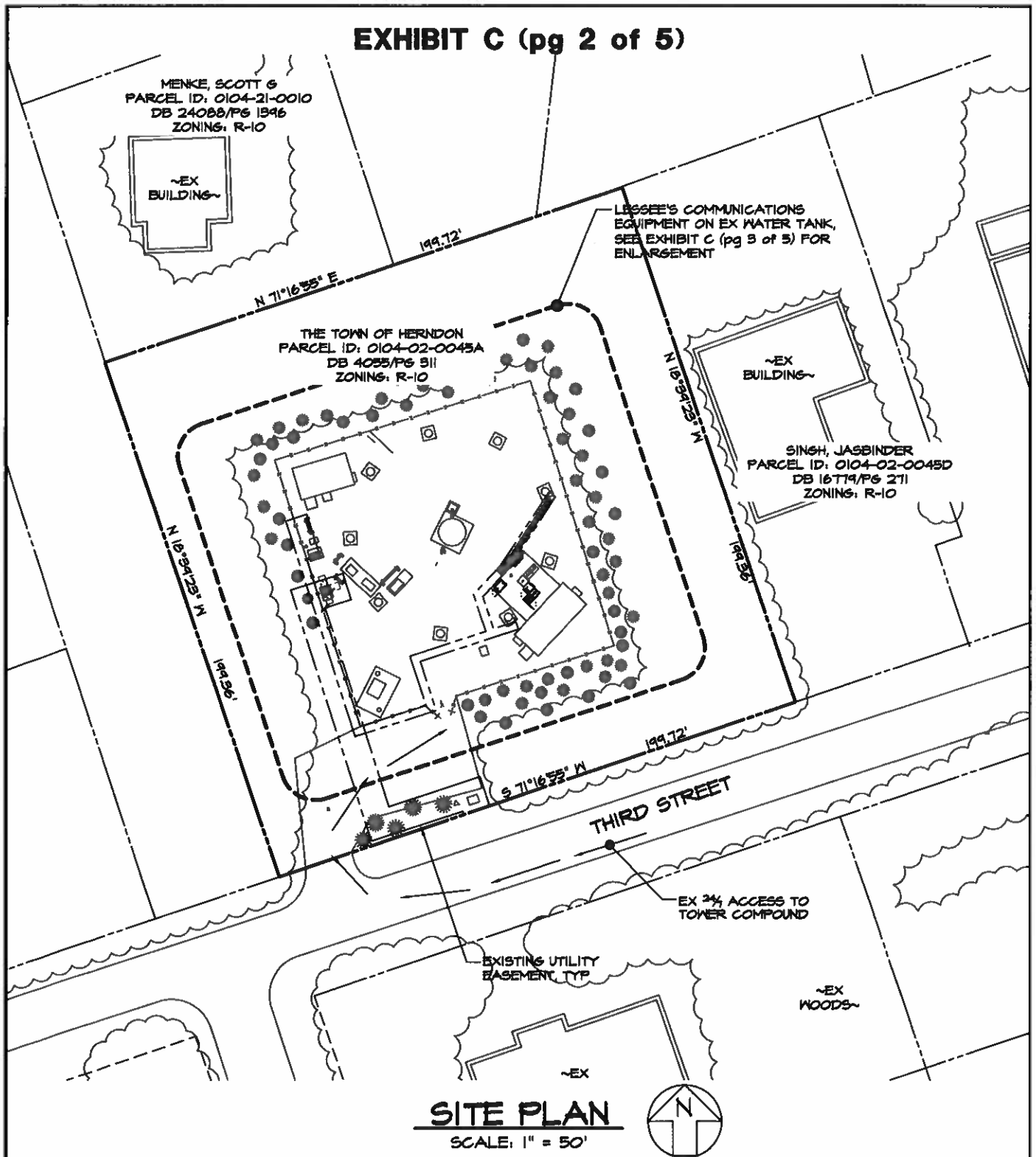
Nothing in this legal description shall convey to Lessee any rights in the Property other than what are specifically described in this Deed of Lease as to the Premises.

Exhibit C
Page 1 of 5
March 10, 2020

The following equipment together with any associated wires, cables, pipes, conduits and supporting structures associated with the equipment shall be located on the Third Street Water Tank as generally shown on the attached drawings.

<u>Quantity</u>	<u>Type</u>	<u>Approximate Size</u>
1	Generator Enclosure	10' X 15'
5	Equipment Cabinets	up to 75"H x 33" W x 33" D
1	15 KW Diesel Generator	80"H x 30" W x 50 " D
12	Antennas	up to 98" H x 20" W x 10" D
3	Distribution Boxes	up to 20" H x 16" W x 12" D
6	Remote Radio Units (RRU's)	up to 22" H x 15" W x 10 " D
6	Coax and/or Fiber Hybrid Cables	up to 1 5/8" diameter

EXHIBIT C (pg 2 of 5)



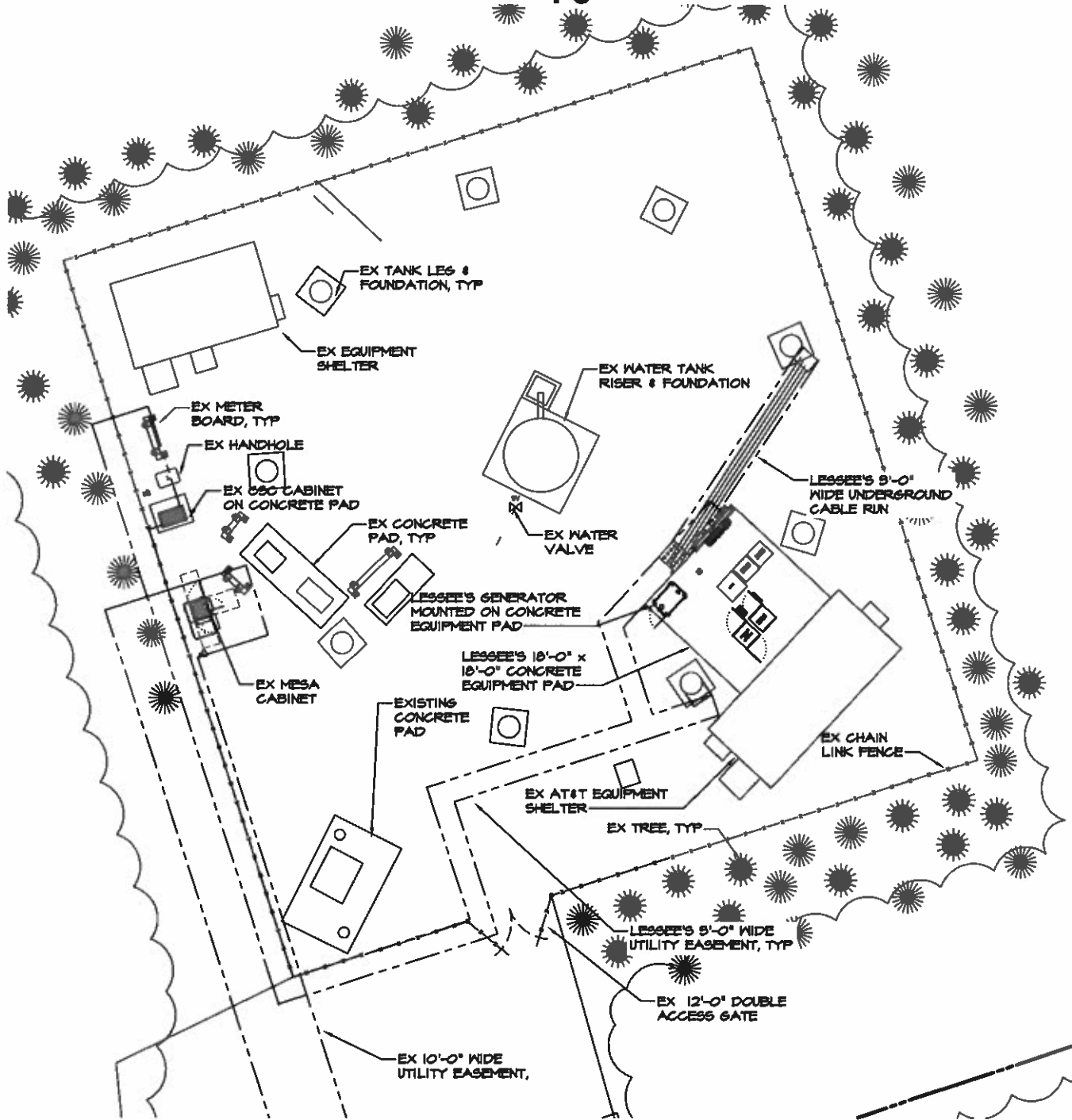
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE: AS NOTED	DATE: 03/10/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 119214.144
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EXHIBIT C (pg 3 of 5)



ENLARGED COMPOUND LAYOUT

SCALE: 1" = 20'



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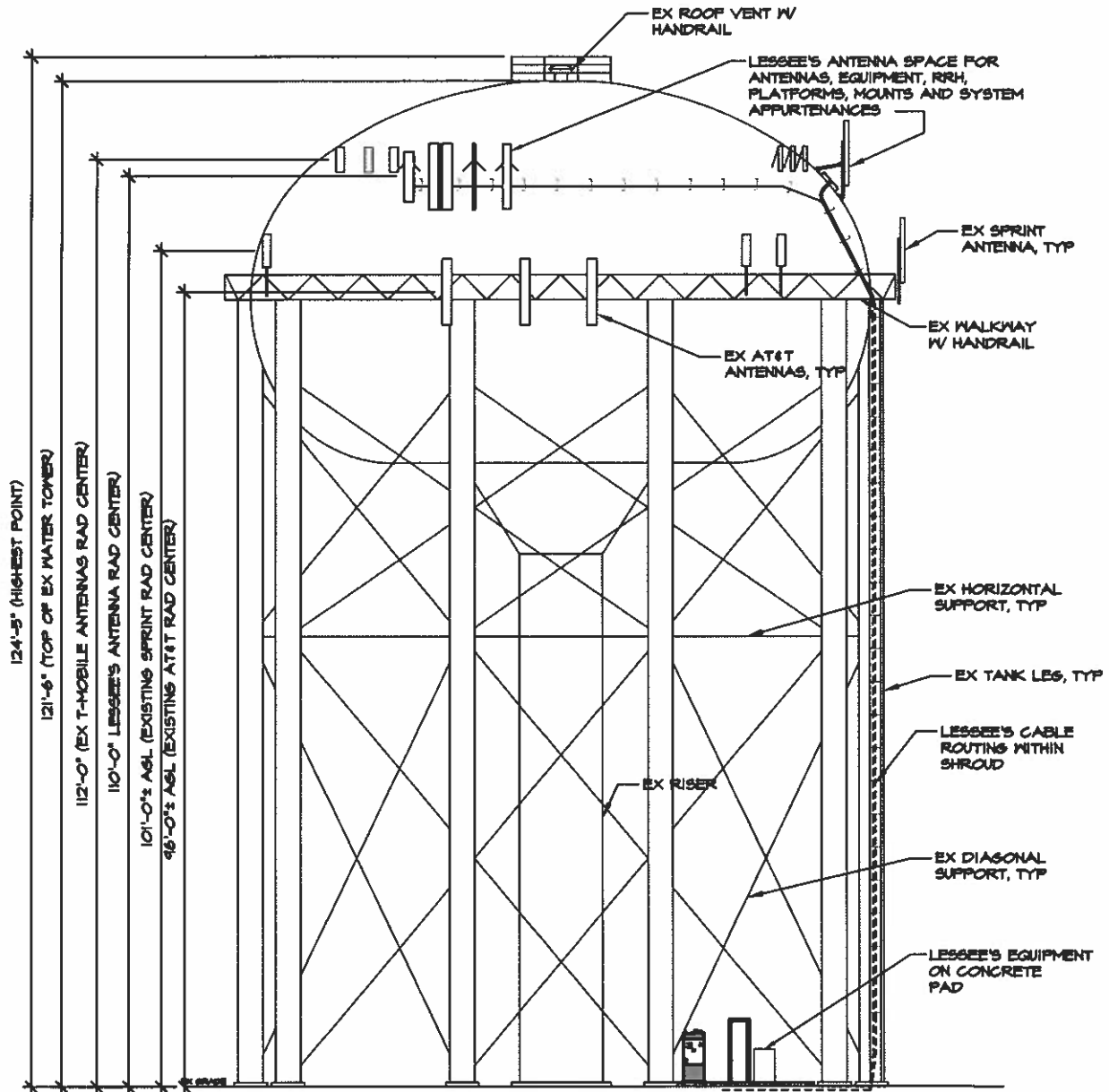
1220-C East Joppa Road, Suite 505
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**THIRD STREET WATER TANK
VZW - MONROE**

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HERNDON, VIRGINIA 20172**

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EXHIBIT C (pg 4 of 5)



WATER TOWER ELEVATION

SCALE: 1" = 20'



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ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

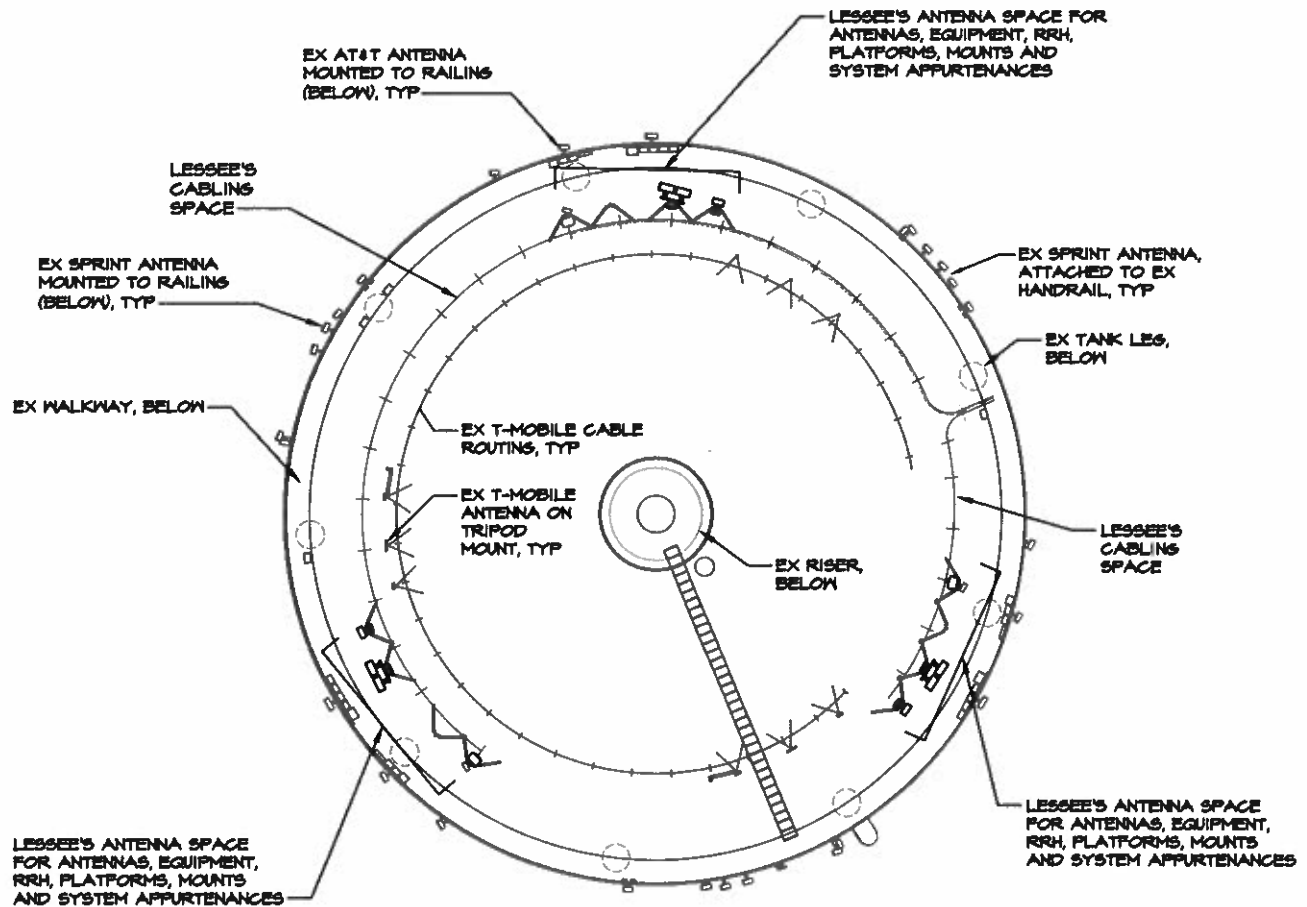
1220-C East Joppa Road, Suite 505
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**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE: AS NOTED	DATE: 03/10/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 119214.144
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EXHIBIT C (pg 5 of 5)



ANTENNA SECTOR LAYOUT

SCALE: 1" = 20'



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THIRD STREET WATER TANK
VZW - MONROE

806 THIRD STREET
HERNDON, VIRGINIA 20172

SCALE:	DATE:	DRAWN BY:	DESIGN BY:	REVIEW BY:	JOB NO.:
AS NOTED	03/10/20	BES	BES	BES	119214.144

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JULY 14, 2020

Ordinance - To approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's Alabama Drive Water Tower.

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

1. The Town Council approves this Second Amendment to Deed of Lease dated July 14, 2020. This instrument amends the original Deed of Lease dated February 15, 2008 and the First Amendment to Deed of Lease dated August 15, 2012.
2. This instrument updates the approved equipment list and premises description.
3. This instrument approves revising the quantity and upper size limit of equipment to the following: 1 generator enclosure up to 11' x 13', 1 equipment shelter up to 12' x 20', 1 15 KW diesel generator up to 88" L x 40" W x 50" H, 15 antennas up to 98.5" H x 20" W x 10" D, 3 distribution boxes up to 20" H x 16" W x 11" D, 6 remote radio units (RRU's) up to 27" H x 13" W x 8" D, 6 diplexers up to 8" H x 8" W x 6" D, 3 hyperflex cables up to 1 3/4" diameter.
4. The Herndon Alabama Drive Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee and Sublessee, at their respective expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee or Sublessee, or both, is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.
5. In all other respects the original lease remains in effect.
6. The Mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
7. This ordinance shall be in effect on and after the date of its adoption.

SECOND AMENDMENT TO DEED OF LEASE

This Second Amendment to Deed of Lease ("Second Amendment"), is made this 14th day of July 2020 by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("**Town**") and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless ("**Lessee**"), as successor in interest to Washington, D.C. SMSA Limited Partnership.

WHEREAS, Town and Lessee entered into a certain Deed of Lease dated February 15, 2008, as amended by the First Amendment to Deed of Lease dated August 15, 2012, (collectively referred to herein as the "Lease") whereby the Town leased to Lessee portions of Town's water tower and adjacent land known as the Alabama Drive Water Tower located at 624 Alabama Drive in Herndon, Virginia 20170, Fairfax County Tax Map Number 0162-02-0148, all as more particularly described in the Original Deed of Lease.

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows;

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Second Amendment.
2. Exhibit A is deleted in its entirety and replaced with Exhibit A dated July 14, 2020, Exhibit B (Revised 2012), Exhibit B1, Exhibit B2, and Exhibit B-3 are deleted in their entirety and replaced with Exhibit B dated July 14, 2020, Exhibit C (Revised 2012), is deleted in its entirety and replaced with Exhibit C, Pages 1-4 dated July 14, 2020, all are attached hereto and incorporated herein.
3. The premises description is hereby modified as described in Exhibit B dated July 14, 2020 and its equipment list and drawings as described in Exhibit C, Pages 1-4 dated July 14, 2020, both attached hereto and incorporated herein.
4. The Herndon Alabama Drive Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee at its expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable its respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.

5. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
6. This Second Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
7. Town represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
8. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Second Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

LESSEE:

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

BY: 
Stefanie M. Lewis (Jun 17, 2020 14:40 EDT)
NAME: Stefanie M. Lewis
TITLE: Sr. Mgr. - Real Estate/Regulatory
DATE: 06/17/2020

Additional signatures on following page

Lessee Site Name/ID: Bruin Park/179366

TOWN:

TOWN OF HERNDON, VIRGINIA

BY: _____

Lisa C. Merkel

Mayor

DATE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

Exhibit A
July 14, 2020

The property lies in the Town of Herndon, Virginia and is described as follows:

1. 624 Alabama Drive
Herndon, VA 20170
2. Fairfax County Tax Map Number 16-2-02-0148

The geodetic coordinates of the Property are as follows:

North Latitude: 38° 58' 24.4"

West Longitude 78° 36' 0.0"

Exhibit B
July 14, 2020

The premises shall consist of the following:

1. The Ground Space, consisting of approximately 442 square feet for placement of equipment shelter and a back-up generator and associated concrete pad and enclosure.
2. Space on the Tower sufficient to accommodate the placement, installation, operation and maintenance of the equipment (listed on Exhibit C , Pages 1-4 dated July 14, 2020).
3. The Access Easement.
4. The Utility Easements.
5. The premises are depicted on the attached drawings.

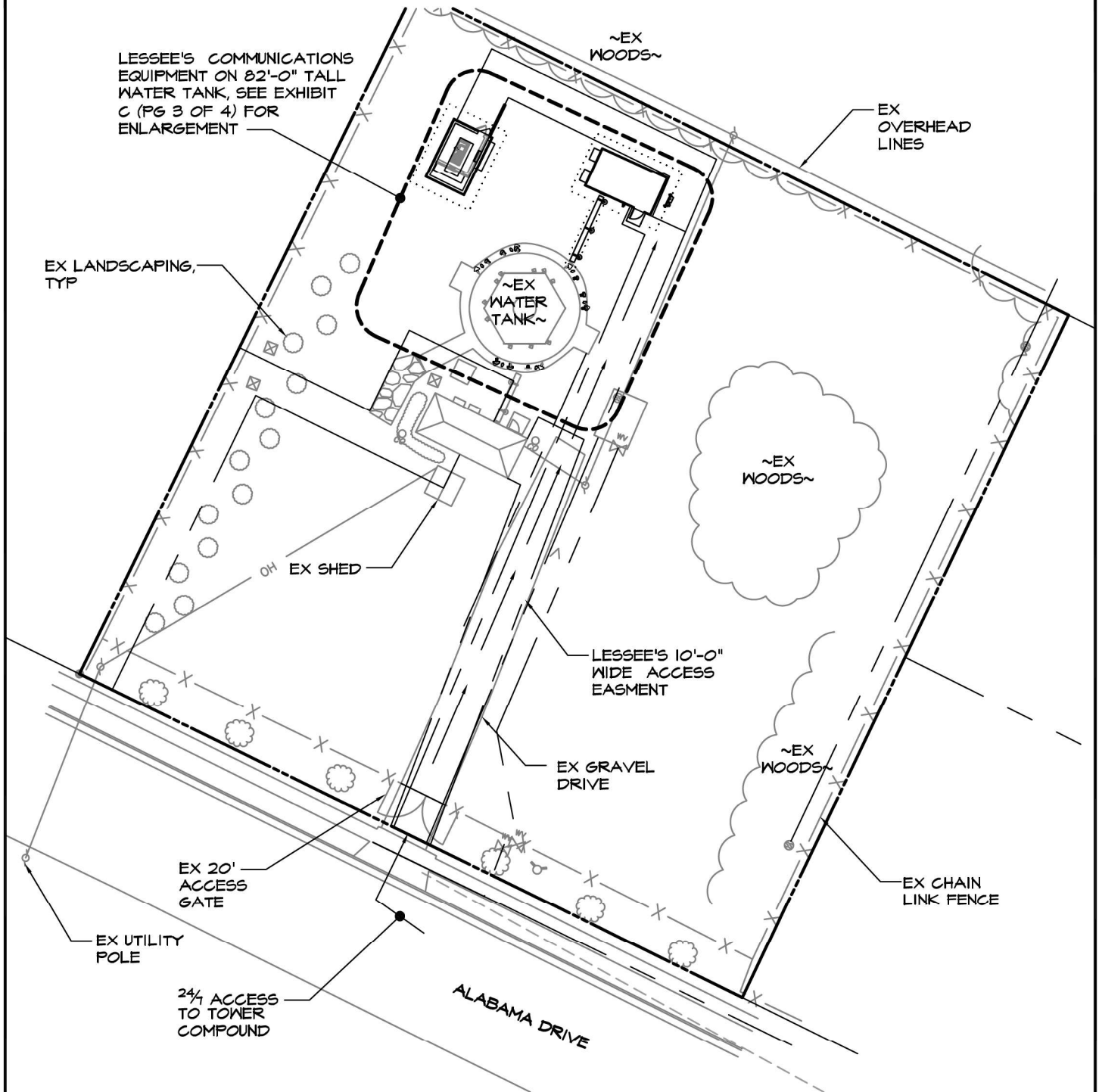
Nothing in this legal description shall convey to Lessee any rights in the Property other than what are specifically described in this Deed of Lease as to the Premises.

Exhibit C
Page 1 of 4
July 14, 2020

The following equipment together with any associated wires, cables, pipes, conduits and supporting structures associated with the equipment shall be located on the Third Street Water Tank as generally shown on the attached drawings.

<u>Quantity</u>	<u>Type</u>	<u>Approximate Size</u>
1	Generator Enclosure	11' X 13'
1	Equipment Shelter	12' X 20'
1	15 KW Diesel Generator	88" L x 40" W x 50" H
15	Antennas	up to 98.5" H x 20" W x 10" D
3	Distribution Boxes	up to 20" H x 16" W x 11" D
6	Remote Radio Units (RRU's)	up to 27" H x 13" W x 8" D
6	Diplexers	up to 8" H x 8" W x 6" D
3	Hyperflex Cables	up to 1 3/4" diameter

EXHIBIT C (PG 2 OF 4)



SITE PLAN

SCALE: 1" = 40'



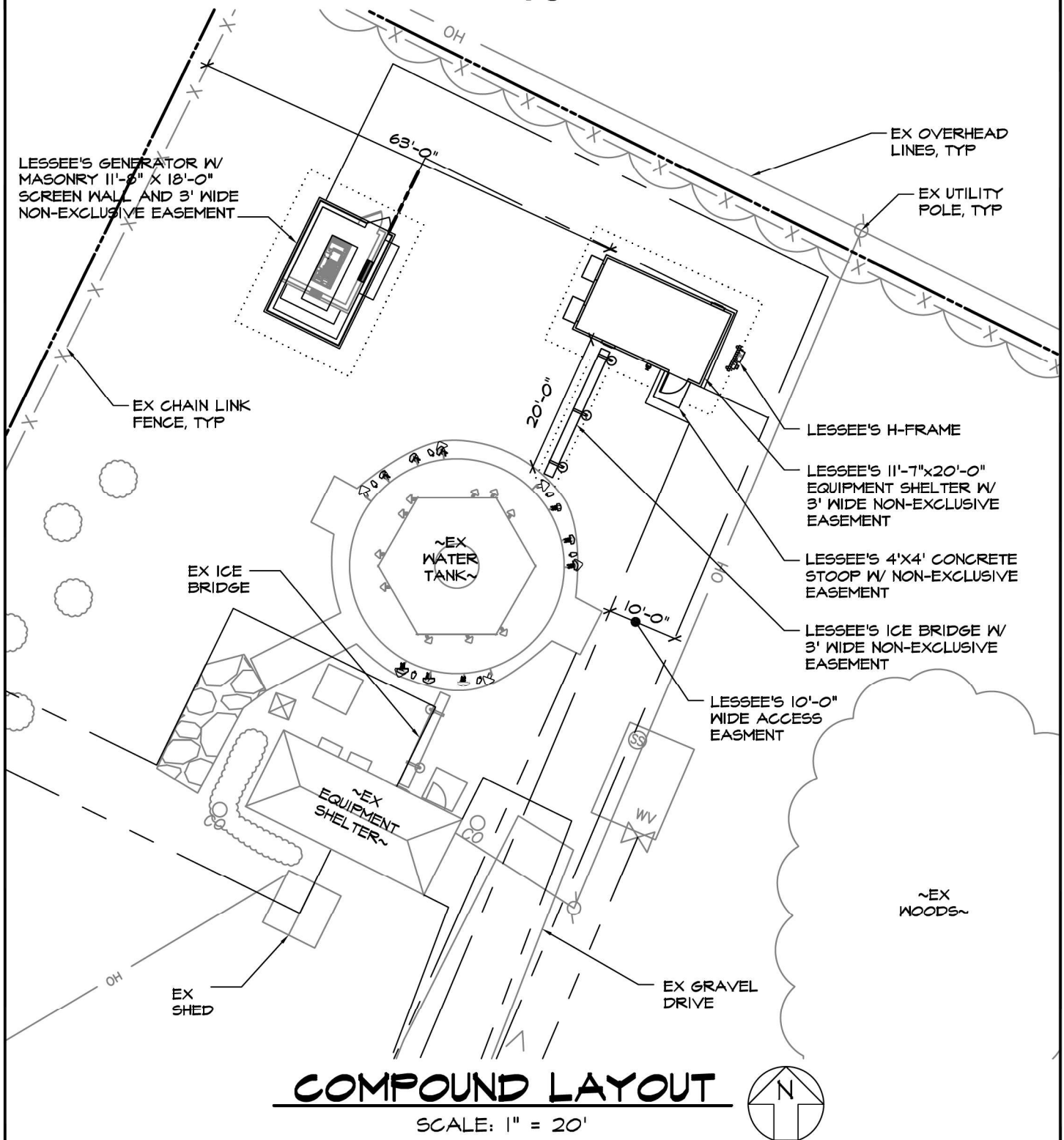
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

BRUIN PARK
624 ALABAMA DRIVE
HERNDON, VIRGINIA 20170
TOWN OF HERNDON

SCALE: AS NOTED	DATE: 07/14/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 19214.142
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EXHIBIT C (pg 3 of 4)



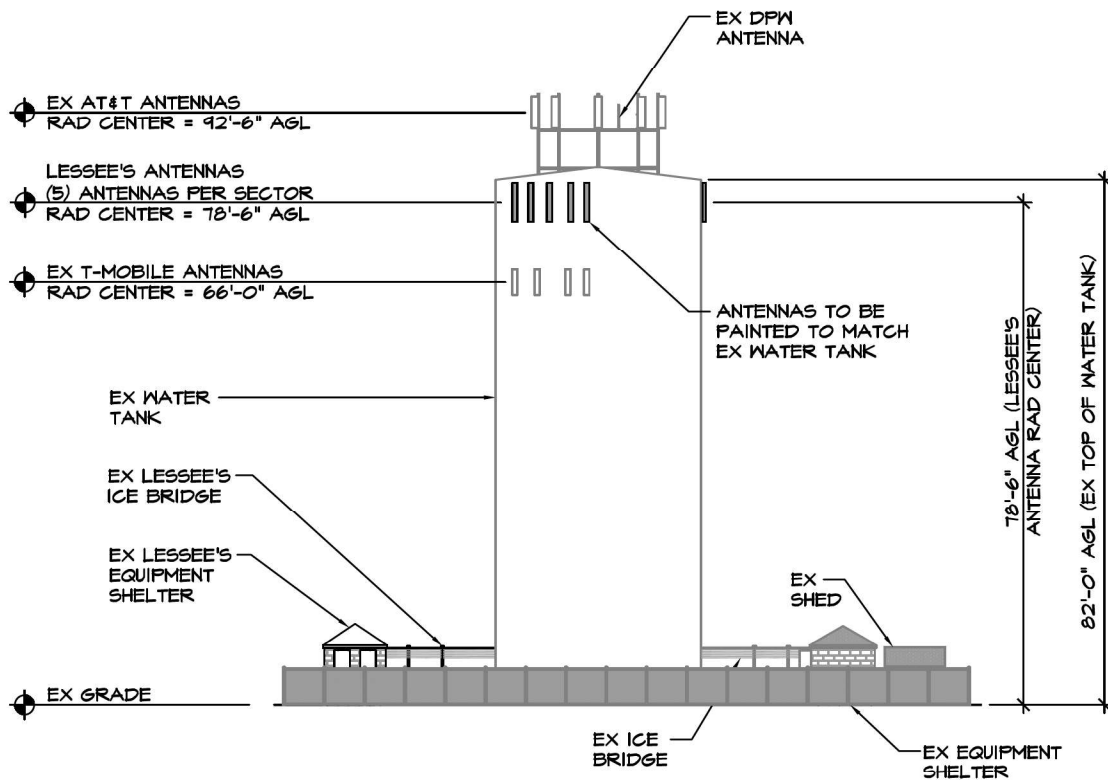
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BRUIN PARK
624 ALABAMA DRIVE
HERNDON, VIRGINIA 20170
TOWN OF HERNDON

SCALE: AS NOTED	DATE: 07/14/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 19214.142
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EXHIBIT C (pg 4 of 4)



WATER TANK ELEVATION

SCALE: 1" = 20'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

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BRUIN PARK
624 ALABAMA DRIVE
HERNDON, VIRGINIA 20170
TOWN OF HERNDON

SCALE: AS NOTED	DATE: 07/14/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 19214.142
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TOWN OF HERNDON, VIRGINIA

RESOLUTION

July 14, 2020

Resolution- Authorizing the Reserve of FY 2020 Funding for On-going Operations & Maintenance and Capital Projects and for Outstanding Encumbrances at June 30, 2020.

WHEREAS, the Town of Herndon closes its fiscal year on June 30, 2020; and

WHEREAS, the FY 2020 Annual Budget and subsequent amendments to the annual budget authorized and appropriated various monies for specific activities which were expected to be concluded at the close of the fiscal year; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby establishes and re-appropriates the reserved or encumbered amounts for the fiscal year ended June 30, 2020, as listed on the attached Schedules.

BE IT FURTHER RESOLVED that this resolution is effective retroactively to June 30, 2020.

Schedule 1 – Operations & Maintenance Reserves

Fund	Department	Cost Center	Amount	Type	Description of Project
General Fund	Emergency	0019494	431,000	O&M	Estimated unused portion of \$500k CARES funding appropriation for COVID-19-related expenditures
General Fund	HPD Operations	0010770	35,000	O&M	Use of state seized asset funding for updated cruiser graphics
General Fund	DPW-Admin	0010880	20,000	O&M	Engineering completion/short-term server room HVAC solution
Total O&M			<u>\$ 486,000</u>		

Schedule 2 – Capital Reserves

Fund	Account Number	Description	Amount
Capital Projects Fund	0150880-491710	Stream Restoration	\$ 110,375
Capital Projects Fund	0150885-490150	Gateway/Wayfinding/Historical	55,391
Capital Projects Fund	0150885-491860	Bicycle Facilities/Accomodatn	62,000
Capital Projects Fund	0150886-491470	Hern Pk/Spring St to Fx Co Pkw	1,549,000
Capital Projects Fund	0150886-491630	Sidewalks & Minor Trails	42,000
Capital Projects Fund	0150886-491650	Elden-Center St Intersection	1,623,329
Capital Projects Fund	0150886-491740	H Parkway/VanBuren Intersectio	2,900,232
Capital Projects Fund	0150886-491780	Trails to Herndon Metro	589,270
Capital Projects Fund	0150886-491790	Veh/Ped Access to Metro	1,236,290
Capital Projects Fund	0150886-491800	Sterling/HP Inter-70%	45,496
Capital Projects Fund	0150886-491810	Van Buren Complete Streets	2,760,298
Capital Projects Fund	0150886-491830	Elden/Monroe Intersection	2,672,865
Capital Projects Fund	0150886-491840	Van Buren-Hern Pk to S Town Ln	2,630,000
Capital Projects Fund	0150886-491910	Traffic Signal UPS	50,000
Capital Projects Fund	0159999-490080	Storm Drain Improve	323,688
Capital Projects Fund	0159999-490360	Bready Pk Court Ren	125,000
Capital Projects Fund	0159999-490650	Downtown Improve	533,887
Capital Projects Fund	0159999-490670	DT U&L Underground	840,000
Capital Projects Fund	0159999-491900	Parking & Arts Center	462,500
Total Capital Projects Fund			\$ 18,611,621
Water & Sewer Fund	0020887-480020	Capital Projects	\$ 1,419,000
Water & Sewer Fund	0020887-480190	Sewer Facility Repair	730,700
Water & Sewer Fund	0020887-480410	Utility Capacity Study	15,000
Water & Sewer Fund	0020887-481100	SCADA	15,700
Water & Sewer Fund	0020888-480020	Capital Projects	1,419,750
Water & Sewer Fund	0020888-480350	Water Tank Pumps & Tank Rehab	31,850
Total Water & Sewer Fund			\$ 3,632,000
Total Capital Reserves			22,243,621

Schedule 3 – Estimated Outstanding Encumbrances at June 30, 2020, by Fund

General Fund	\$ 200,000
Water & Sewer Fund	491,000
Chestnut Grove Cemetery Fund	1,702
Capital Projects Fund	2,444,000
<u>Downtown Parking Fund</u>	<u>40,000</u>
Total	\$3,176,702

TOWN OF HERNDON, VIRGINIA

ORDINANCE

July 14, 2020

Ordinance - Amending the Fiscal Year (FY) 2021 Adopted Budget by recognizing the outstanding encumbrances and authorized reserved amounts for FY 2020 as appropriated amounts for FY 2021.

Recital

In adopting this ordinance, the Town Council has considered the Town Manager's recommended budget modifications as described in Attachment A, FY 2021 Budget Amendment Number 1.

BE IT ORDAINED by the Council of the Town of Herndon, Virginia, that the financial adjustments to the FY 2021 budget, as described in Attachment A, FY 2021 Budget Amendment Number 1 to this ordinance, are hereby approved. This ordinance shall be effective on and after the date of its adoption.

TOWN OF HERNDON, VA
FY 2021

BUDGET AMENDMENT NUMBER 1

The following appropriations and revenue sources are proposed for amendment:

GENERAL FUND

Increase Expenditure Appropriations:

Estimated Outstanding Encumbrances at June 30, 2020	\$200,000
State of Emergency (CARES Funding)	3,779,441
Authorized Reserves at June 30, 2020	<u>486,000</u>
Total General Fund Appropriation Increase:	<u>\$4,465,441</u>

Increase Revenue Account Budgets:

Federal Grant – CARES Act	\$4,210,441
State Seized Assets	50,831
General Fund Designated Reserves	<u>204,169</u>
Total General Fund Revenue Increase	<u>\$4,465,441</u>

WATER & SEWER FUND

Increase Expense Appropriations:

Estimated Outstanding Encumbrances at June 30, 2020	\$ 491,000
Authorized Reserves at June 30, 2020	<u>3,632,000</u>
Total Water & Sewer Fund Appropriation Increase:	<u>\$4,123,000</u>

Increase Revenue Account Budget:

Water and Sewer Fund Designated Reserves:	<u>\$4,123,000</u>
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CHESTNUT GROVE CEMETERY FUND

Increase Expense Appropriations:

Estimated Outstanding Encumbrances at June 30, 2020	\$1,702
Authorized Reserves at June 30, 2020	<u>0</u>
Total Chestnut Grove Cemetery Fund Appropriation Increase:	<u>\$1,702</u>

Increase Revenue Account Budget:

Cemetery Fund Designated Reserves:	<u>\$1,702</u>
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DOWNTOWN PARKING ENTERPRISE FUND

Increase Expense Appropriations:

Estimated Outstanding Encumbrances at June 30, 2020	\$40,000
Authorized Reserves at June 30, 2020	<u>0</u>
Total Downtown Parking Fund Appropriation Increase:	<u>\$40,000</u>

Increase Revenue Account Budget:

Downtown Parking Enterprise Fund Designated Reserves:	<u>\$40,000</u>
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CAPITAL PROJECTS FUNDS

Expenditure Appropriations:

Estimated Outstanding Encumbrances at June 30, 2020	\$ 2,444,000
Authorized Reserves at June 30, 2020	18,611,621
Decrease Expenditure Appropriation	<u>(121,000)</u>
Net Capital Projects Funds Appropriation Increase:	<u>\$20,934,621</u>

Revenue Budgets:

Decrease Revenue Budget	\$(121,000)
Increase Capital Projects Funds Designated Reserves	<u>21,055,621</u>
Net Capital Projects Funds Revenue Increase	<u>\$20,934,621</u>



UPDATED STAFF REPORT

Town Council
July 14, 2020

Title:

Resolution – Providing for the issuance and sale of two series of General Obligation Refunding Bonds of the Town of Herndon, Virginia, heretofore authorized, in an aggregate principal amount not to exceed \$6,600,000, providing for the form, details and payment thereof and providing for the refunding of certain outstanding bonds

Staff Contact:

Jennie A. Tripoli, Director of Finance
703-435-6810
Jennie.tripoli@herndon-va.gov

Financial Advisor:

Kyle Laux, Senior Vice President, Davenport & Company

Bond Counsel:

Chris Kulp, Partner, Hunton Andrews Kurth, LLP

Background:

The town maintains strong fund balance levels expected of a “AAA” rated local government and in compliance with the town’s adopted financial policies. The COVID-19 pandemic and the related economic impact has caused the town (and many local governments) to consider using some of its fund balance to help offset the sudden, unforeseen, and substantial reduction in several revenue streams. While the potential use of fund balance is in compliance with the town’s financial policies, the town still faces unprecedented uncertainty surrounding budget projections for FY 2021 and years thereafter. As a result, the town has worked with its financial advisors (Davenport & Company) and bond counsel (HuntonAndrewsKurth) to strategically refund existing town debt with the goal of helping to conserve fund balance over the next several fiscal years while still maintaining a responsibly managed debt profile in line with the town’s adopted financial policies.

Fiscal Impact:

Based on actual bid results, the fiscal impact is a reduction in General Fund debt service payments of approximately \$770k in FY 2021 and \$590k per year from FY 2022 through FY 2024. The restructured debt smooths out debt service for each fiscal year from 2021

through 2030 and provides prepayment flexibility after year 5. The actual bid results show no present value cost for this refunding.

Note: the final rates may differ from the rates included in the refunding bid results presentation (Attachment 2). Final rates will be available the morning of Tuesday, July 14, 2020, and the presentation will be updated accordingly. Barring any material movements in the market, the final rates are not expected to differ significantly from the rates in the attached presentation.

Staff Recommendation:

Approve the resolution and move forward with the debt refunding, with a closing date on or before July 30, 2020.

Time is of the essence because the town's first semi-annual debt service payment for FY 2021 is due on August 1, 2020. The August payment is the larger of the two payments, comprising approximately 64 percent of the total General Fund debt service for the fiscal year.

Also, as noted on page 9 (PDF page 10) of the refunding bid results presentation, (Attachment 2), markets were extremely volatile from the onset of the COVID-19 pandemic through late May/early June 2020. Since June, long term interest rates have continued to decline and remain at historical lows. Consequently, these low interest rates made debt refunding an attractive and fiscally responsible option for the town.

Attachments:

Attachment 1 – Draft Resolution

Attachment 2 – Refunding Bid Results Presentation

Jennie A. Tripoli

Jennie A. Tripoli, CPA
Director of Finance

COVERING CERTIFICATE FOR RESOLUTION

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

1. At the regular meeting on July 14, 2020, the Town Council of the Town (the “Council”) adopted a resolution entitled “RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF TWO SERIES OF GENERAL OBLIGATION REFUNDING BONDS OF THE TOWN OF HERNDON, VIRGINIA, HERETOFORE AUTHORIZED, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,600,000, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF AND PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING BONDS” (the “Resolution”) by the recorded affirmative roll-call vote of a majority of all members elected to the Council as follows:

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

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

3. The Council meeting at which the Resolution was adopted was held at the time and place established by the Council for such meeting.

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

WITNESS my signature and the seal of the Town of Herndon, Virginia this ____ day of July, 2020.

(SEAL)

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

**RESOLUTION PROVIDING FOR THE ISSUANCE AND
SALE OF TWO SERIES OF GENERAL OBLIGATION
REFUNDING BONDS OF THE TOWN OF HERNDON,
VIRGINIA, HERETOFORE AUTHORIZED, IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$6,600,000, PROVIDING FOR THE FORM, DETAILS AND
PAYMENT THEREOF AND PROVIDING FOR THE
REFUNDING OF CERTAIN OUTSTANDING BONDS**

WHEREAS, the Town of Herndon, Virginia (the “Town”), has previously issued its (1) \$600,000 General Obligation Bond, Series 2010A (the “2010A Bond”), (2) \$650,000 General Obligation Bond, Series 2010B (the “2010B Bond”), (3) \$1,625,000 General Obligation Bond, Series 2010C (the “2010C Bond”), (4) \$3,015,000 General Obligation Refunding Bond, Series 2010D (the “2010D Bond”), (5) \$5,221,000 General Obligation Refunding Bond, Series 2014 (the “2014 Bond”), and (6) \$969,000 General Obligation Public Improvement Bond, Series 2018A (Federally Taxable) (the “2018 Bond” and, collectively with the 2010A Bond, the 2010B Bond, the 2010C Bond, the 2010D Bond and the 2014 Bond, the “Prior Bonds”);

WHEREAS, the Town Council of the Town (the “Council”), in consultation with Davenport & Company LLC, acting in its capacity as the Town’s financial advisor (the “Financial Advisor”), has determined to refund all or a portion of the outstanding principal installments of the Prior Bonds to effect a strategic restructuring of such indebtedness for cash flow and other governmental purposes;

WHEREAS, the Town’s administration, working in collaboration with the Financial Advisor, has recommended that the Town issue and sell (1) a federally tax-exempt general obligation refunding bond (as hereinafter described, the “2020 Tax-Exempt Bond”) to refund all or a portion of the outstanding principal installments of the 2010A Bond, the 2010B Bond, the 2010C Bond and the 2014 Bond (such refunded installments, the “Tax-Exempt Refunded Bonds”), and (2) a federally taxable general obligation refunding bond (as hereinafter described, the “2020 Taxable Bond” and, together with the 2020 Tax-Exempt Bond, the “Bonds”) to refund all or a portion of the outstanding principal installments of the 2010D Bond and the 2018 Bond (such refunded installments, the “Taxably Refunded Bonds” and, together with the Tax-Exempt Refunded Bonds, the “Refunded Bonds”), directly to one or more commercial banking or other financial institutions;

WHEREAS, on behalf of the Town, the Financial Advisor has solicited and received bids from various commercial banking and other financial institutions to make two loans to the Town to be evidenced by the purchase of the Bonds; and

WHEREAS, the Council desires to delegate to the Town Manager the authority to award the sale of the Bonds to one or more of the bidders and to determine the final terms of the Bonds within certain parameters set forth below;

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HERNDON,
VIRGINIA:**

1. **Issuance, Sale and Award.** The Council finds that it shall serve a governmental purpose and be in the best interests of the Town and its citizens for the Town to modify the timing and amount of its future debt service requirements by effecting a strategic restructuring of the indebtedness represented by the Refunded Bonds. Accordingly, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 and the Town Charter, the Council hereby provides for the issuance and sale of (a) the 2020 Tax-Exempt Bond in a principal amount not to exceed \$5,400,000 to provide funds, together with other available monies of the Town, to (i) refund the Tax-Exempt Refunded Bonds and (ii) pay costs incurred in connection with such refunding and the costs of issuing the 2020 Tax-Exempt Bond, and (b) the 2020 Taxable Bond in a principal amount not to exceed \$1,200,000 to provide funds, together with other available monies of the Town, to (i) refund the Taxably Refunded Bonds and (ii) pay costs incurred in connection with such refunding and the costs of issuing the 2020 Taxable Bond. The Council hereby authorizes the Town Manager, in collaboration with the Financial Advisor, to negotiate with the bidders concerning the final terms of the Bonds, subject to the parameters set forth below, and, on the basis of such negotiations, to determine which bidder or bidders offers the best terms to the Town (such winning bidder or bidders referred to herein as the “Bank”).

2. **Bond Details.**

(a) The 2020 Tax-Exempt Bond shall be issued in the form of a single, typewritten bond, designated “General Obligation Refunding Bond, Series 2020A (Federally Tax-Exempt),” shall be in registered form, shall be dated the date of its delivery and shall be numbered RA-1. The 2020 Tax-Exempt Bond shall contain such final terms as the Town Manager, in collaboration with the Financial Advisor, shall determine to be in the best interests of the Town; provided, however, that the 2020 Tax-Exempt Bond (i) shall be issued in an aggregate principal amount not to exceed \$5,400,000, (ii) shall bear interest at an annual rate not to exceed 2.00%, subject to adjustment, if any, as required by the terms of the bid submitted by the Bank and approved by the Town Manager, (iii) shall be sold to the Bank at a price of 100% of the original principal amount thereof, and (iv) shall mature no later than December 31, 2030. The principal of and interest due on the 2020 Tax-Exempt Bond shall be payable on dates and in amounts as determined by the Town Manager to be in the best interests of the Town.

(b) The 2020 Taxable Bond shall be issued in the form of a single, typewritten bond, designated “General Obligation Refunding Bond, Series 2020B (Federally Taxable),” shall be in registered form, shall be dated the date of its delivery and shall be numbered RB-1. The 2020 Taxable Bond shall contain such final terms as the Town Manager, in collaboration with the Financial Advisor, shall determine to be in the best interests of the Town; provided, however, that the 2020 Taxable Bond (i) shall be issued in an aggregate principal amount not to exceed \$1,200,000, (ii) shall bear interest at an annual rate not to exceed 2.00%, subject to adjustment, if any, as required by the terms of the bid submitted by the Bank and approved by the Town Manager, (iii) shall be sold to the Bank at a price of 100% of the original principal amount thereof, and (iv) shall mature no later than December 31, 2030. The principal of and interest due

on the 2020 Taxable Bond shall be payable on dates and in amounts as determined by the Town Manager to be in the best interests of the Town.

(c) Following the determination of the final terms of the Bonds, the Council directs the Town Manager to execute a certificate setting forth such final terms and to file such certificate with the records of the Council. The actions of the Town Manager in entering into the loans evidenced by the Bonds shall be conclusive, and no further action with respect to the issuance, sale and award of the Bonds shall be necessary on the part of the Council.

(d) If the date on which any payment is due with respect to a Bond is not a Business Day (as hereinafter defined), the payment shall be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment. "Business Day" shall mean a day on which banking business is transacted, but not including a Saturday, Sunday, legal holiday or any other day on which banking institutions are authorized or required by law to close in the Commonwealth of Virginia.

(e) Principal, premium, if any, and interest shall be payable by the Registrar (as hereinafter defined) by check or draft mailed to the registered owner at the address as it appears on the registration books kept by the Registrar on the last Business Day of the month preceding each interest payment date; provided, however, at the request of the registered owner of a Bond, payment may be made by wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

3. **Prepayment Provisions.** Each Bond may be subject to prepayment at the option of the Town on or after dates, if any, determined by the Town Manager, in whole or in part at any time, at a redemption price equal to the principal amount of the portion thereof to be redeemed, together with any interest accrued to the date fixed for redemption, plus a redemption premium, if any, determined by the Town Manager to be acceptable to the Town (which may include a "make-whole" redemption price as negotiated with the Bank).

4. **Pledge of Full Faith and Credit.** The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Council shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

5. **Execution and Form.** The Bonds shall be signed by the manual or facsimile signature of the Mayor or Vice Mayor, and the Town's seal shall be affixed thereto and attested by the manual or facsimile signature of the Town Clerk (such term as used in this Resolution to include any Deputy or Assistant Clerk). If the Bonds bear facsimile signatures, they shall be authenticated by the Town Manager or Town Treasurer prior to delivery to the Bank. The Bonds shall be issued as typewritten bonds in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Mayor or Vice Mayor, whose approval shall be evidenced conclusively by such officer's execution of the Bonds and delivery thereof to the Bank.

6. Registration, Transfer and Ownership of Bond.

(a) The Bonds shall be issued in registered form without coupons, payable to the registered owner or its registered assigns. The Council hereby appoints the Town Treasurer to act as the initial paying agent and registrar for the Bonds (in both capacities and together with any successor paying agent and registrar, the "Registrar"); provided, however, the Council may at any time, in its sole discretion, after notice to the registered owner(s) of the Bonds, appoint a qualified bank or trust company to act as successor Registrar for the Bonds. The Registrar shall maintain registration books for the registration and transfer of the Bonds. Upon presentation and surrender of a Bond to the Registrar, or its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate, if required by Section 5, and deliver in exchange a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate and registered in the name(s) as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person or entity requesting such exchange the amount of any tax or governmental charge required to be paid with respect thereto.

(b) The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal of and premium, if any, and interest on a Bond and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person or entity shown as owner on the registration books on the last Business Day of the month preceding each payment date.

7. Preparation and Delivery of Bonds. The officers of the Town are hereby authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with its terms and to deliver the Bonds to the Bank upon payment therefor.

8. Mutilated, Lost or Destroyed Bond. If a Bond has been mutilated, lost or destroyed, the Town officers authorized under Section 5 above to execute the original Bond shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that such Town officers shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the Town evidence satisfactory to such Town officers that such Bond was lost or destroyed and (b) has furnished to the Town satisfactory indemnity.

9. Deposit of Bond Proceeds. The Town Treasurer is authorized and directed to provide for delivery of the proceeds of the Bonds to or at the direction of the Town in such manner as necessary to (a) refund the Refunded Bonds and (b) pay the costs of issuing the Bonds and refunding the Refunded Bonds.

10. Escrow Deposit Agreement. The Town Manager, the Director of Finance and the Town Treasurer, any of whom may act, are authorized and directed to execute one or more escrow deposit agreements in connection with the Refunded Bonds (collectively, the "Escrow

Agreement”) between the Town and an escrow agent to be appointed by the Town Manager (the “Escrow Agent”). The Escrow Agreement shall be in the form approved by one of such authorized signatories, in collaboration with the Town Attorney and the Town’s bond counsel. The execution and delivery of the Escrow Agreement by any of such authorized signatories shall constitute conclusive evidence of their approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Bond proceeds in one or more escrow funds that shall be sufficient, when held in cash and/or invested in noncallable obligations of, or unconditionally guaranteed by, the United States Government (the “Government Obligations”), to provide for payment of principal of and premium, if any, and interest on the Refunded Bonds. The Escrow Agent is authorized to execute, on behalf of the Town, an initial and final subscription form for the purchase of the Government Obligations, if and as necessary.

11. **Redemption of Refunded Bonds.** The Town Manager is authorized and directed to (a) determine which principal installments (or portions thereof) of the Prior Bonds, if any, shall constitute the Refunded Bonds and (b) take all proper steps to call for redemption the Refunded Bonds and prepare and deliver any such notices and correspondence necessary therefor.

12. **Arbitrage Covenants.** The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the 2020 Tax-Exempt Bond to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), or otherwise cause interest on the 2020 Tax-Exempt Bond to be includable in the gross income for federal income tax purposes of the registered owner(s) thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the 2020 Tax-Exempt Bond, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the 2020 Tax-Exempt Bond from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law. The Town shall pay any such required rebate from its legally available funds.

13. **Non-Arbitrage Certificate and Elections.** Such officers of the Town as may be requested by the Town’s bond counsel are hereby authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the 2020 Tax-Exempt Bond in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and regulations issued pursuant thereto and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the Town’s bond counsel, and such elections shall be made after consultation with bond counsel.

14. **Limitation on Private Use.** The Town covenants that it shall not permit the proceeds of the 2020 Tax-Exempt Bond or the facilities refinanced therewith to be used in any manner that would result in 5% or more of such proceeds or facilities, as applicable, (a) being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) being used with respect to any output facility (other than a

facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the Town receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the 2020 Tax-Exempt Bond from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law, the Town need not comply with such covenants.

15. **Qualified Tax-Exempt Obligation.** If the Town Manager determines that (a) the Town is able to meet the requirements of Section 265(b)(3) of the Code with respect to the 2020 Tax-Exempt Bond, including (with certain exceptions) a restriction on the issuance by the Town of more than \$10,000,000 (in the aggregate) of tax-exempt obligations during the current calendar year, and (b) such designation is in the best interests of the Town, the Town Manager is hereby authorized to designate the 2020 Tax-Exempt Bond as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Code.

16. **Provision of Financial Information.** The Town Manager or his designee is hereby authorized and directed to provide, for each fiscal year in which a Bond remains outstanding, a copy of the Town’s comprehensive annual financial report and annual budget to the registered owner of such Bond.

17. **Other Actions.** All other actions of officers of the Town and the Council in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the refunding of the Refunded Bonds are hereby ratified, approved and confirmed. The officers of the Town are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds.

18. **Repeal of Conflicting Resolutions.** All resolutions or parts of resolutions in conflict herewith are repealed.

19. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

EXHIBIT A

FORM OF BOND

REGISTERED

REGISTERED

No. R[A/B]-1

_____, 2020

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

TOWN OF HERNDON

**General Obligation Public Improvement Bond
Series 2020[A/B] (Federally [Tax-Exempt/Taxable])**

The Town of Herndon, Virginia (the “Town”), for value received, promises to pay, to [_____] (the “Bank”), or its registered assigns or legal representative, the principal sum of [_____] **DOLLARS (\$_____)**, together with interest from the date of this bond on the unpaid principal, at the rate of [_____] % per year, calculated on the basis of a 360-day year of twelve 30-day months, subject to prepayment as hereinafter provided. Installments of interest shall be payable semi-annually on [_____] and [_____] , commencing [_____] , and installments of principal shall be payable annually on [_____] , commencing [_____] , in the amounts set forth on Schedule I attached hereto. If not sooner paid, all amounts due under this bond shall be due and payable on [_____].

If the date on which any payment is due with respect to this bond is not a Business Day (as hereinafter defined), the payment shall be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment. “Business Day” shall mean a day on which banking business is transacted, but not including a Saturday, Sunday, legal holiday or any other day on which banking institutions are authorized or required by law to close in the Commonwealth of Virginia. Principal, premium, if any, and interest are payable in lawful money of the United States of America by the Town Treasurer, who has been appointed the initial paying agent and registrar for this bond (in both capacities, the “Registrar”).

This bond is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Town Charter and the Public Finance Act of 1991. This bond has been authorized and issued pursuant to a resolution adopted by the Town Council of the Town (the “Council”) on July 14, 2020, to provide funds (a) to refund [all or a portion of the outstanding principal installments of _____], and (b) to pay the costs of refunding such principal installments and issuing this bond.

[This bond is subject to prepayment _____].

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the Council shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on this bond.

[The Town has designated this bond as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to the payment of principal of and premium, if any, and interest on this bond and the exercise of all rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the last Business Day of the month preceding each payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this bond have happened, exist and have been performed, and this bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town of Herndon, Virginia, has caused this bond to be to be signed by its [Mayor or Vice Mayor], its seal to be affixed hereto and attested by the [Town Clerk or Deputy Clerk], and this bond to be dated the date first written above.

(SEAL)

[Vice] Mayor, Town of Herndon, Virginia

[Deputy] Town Clerk, Town of Herndon, Virginia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFeree:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____,
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such as
a Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union, or
Savings Association who is a member of a
medallion program approved by The
Securities Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the registered
owner as it appears on the front of this bond
in every particular, without alteration or
enlargement or any change whatsoever.

TRANSFER OF BOND

Transfer of this bond may be registered by the registered owner or its duly authorized attorney upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE I

[Attach Amortization Schedule at Closing]

Town of Herndon, VA

Results of General Obligation Refunding Strategy



July 14, 2020

Background



- On Tuesday, July 7, 2020, Davenport & Company LLC (“Davenport”), in our capacity as the Town’s Financial Advisor, presented a “General Obligation Refunding Strategy” to the Town. The July 7 presentation is included as an appendix.
- The Refunding Strategy contemplated refunding approximately \$6.1 million of existing debt in order to:
 - Lower the interest on the existing debt; and,
 - Free cash-flow on the refunded and thus allow the Town to conserve critical fund balance levels in the face of the currently uncertain economic and budgetary environment.
- Since that meeting, Davenport received, on behalf of the Town, competitive proposals from bank institutions to provide the refunding bonds.
- Seven (7) banks provided a bid for the bonds. The recommended bid will allow the Town to lock in an interest rate substantially below the planning estimates used in the July 7 presentation. The 7 banks that provided a response are:
 - Chase Bank;
 - John Marshall Bank;
 - Key Bank;
 - Pinnacle Public Finance;
 - Sterling National Bank;
 - TD Bank; and
 - Truist Bank/BB&T.

Summary of Recommended Bid



- After review and analysis by Davenport, the Town's Bond Counsel (HuntonAndrewsKurth) and Town Staff, Chase Bank is the recommended funding provider.

- The rationale for this recommendation is as follows:
 1. The interest rates that Chase provided for both the 2020A and 2020B bond are the lowest of any of the proposing banks by approximately 30 bps for the Tax-Exempt Series 2020A Bond and 10 bps for the Taxable Series 2020B Bond.* Once locked in by the Town, these interest rates are fixed for the full term of the loan.
 2. Chase provided future prepayment flexibility. The recommended option will allow the Town to prepay after year 5 of the loan without penalty (Note: the majority of the principal that will be repaid on refunding bond is paid after year 5).
 3. The Chase Bank bid already fully credit approved.

- The recommended Chase Bank interest rates are as follows:
 - Tax-Exempt 2020A Bond (approximately \$5.4 Million) – 1.016%* (fixed for the full 10 year term of the loan)
 - Taxable 2020B Bond (approximately \$1.2 Million) – 1.453%* (fixed for the full 5 year term of the loan)
 - The average interest rate on the aggregate refunding (i.e. when the 2020A and 2020B are blended) is less than 1.10% versus the existing average interest rate in the high 3% range.

* Rates shown above are per Chase's bid dated July 8. Chase's rate will float with the market until it is locked in by the Town, which can be done with approval of the financing resolution by Town Council on Tuesday, July 14. Davenport will obtain an updated rate from Chase on July 14 prior to Town Council's consideration/approval at the July 14 Meeting.



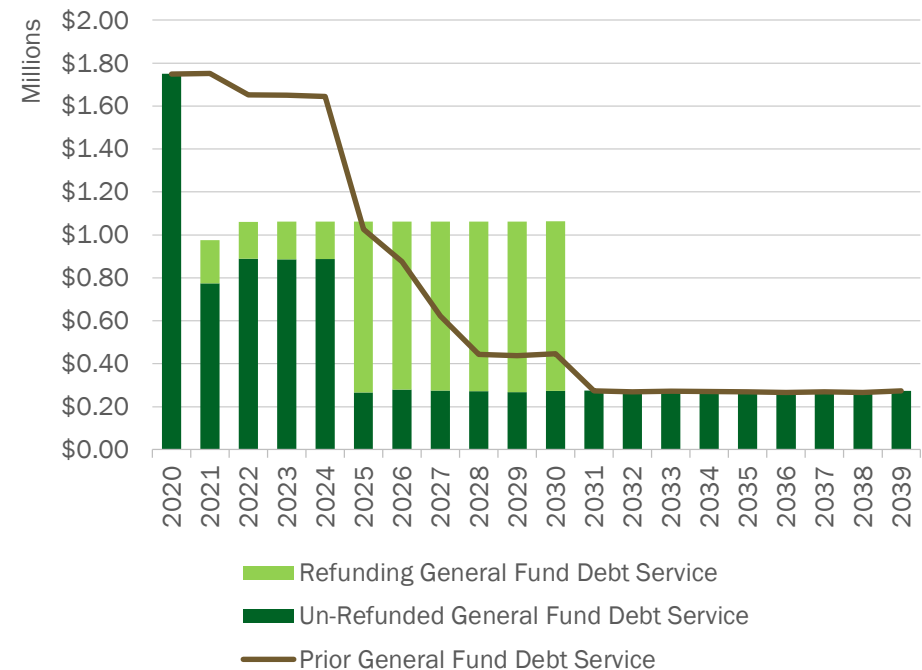
Refunding Results | General Fund | Structured Debt Service

Chase 5-Year Call Proposal | Tax-Exempt BQ 1.016% | Taxable 1.453%

■ Preliminary results of the refunding are as follows:

- Maintain the current final maturity of the Town's debt; and
- Free a total of more than \$2.5 million in cash flow in FY 2021-2024 (see yellow shading below);
- Produce a present value savings to the Town equal to approximately 3.6% (i.e. no present value cost);
- Maintain prepayment flexibility beginning in year 5 when the majority of the principal begins to mature on the 2020A Loan.

A	B	C	D	C + D = E	B - E = F
Fiscal Year	Prior General Fund Debt Service	Un-Refunded General Fund Debt Service	Refunding General Fund Debt Service	Resulting General Fund Debt Service	Savings
Total	\$14,729,497	\$9,251,416	\$5,460,967	\$14,712,383	\$17,114
2020	1,749,476	1,749,476	-	1,749,476	-
2021	1,751,756	774,096	202,679	976,775	774,981
2022	1,652,105	888,701	171,564	1,060,265	591,840
2023	1,650,618	886,484	174,850	1,061,334	589,284
2024	1,643,877	887,221	174,062	1,061,283	582,594
2025	1,025,107	265,631	795,261	1,060,892	(35,785)
2026	875,756	278,381	783,862	1,062,243	(186,487)
2027	621,745	275,131	786,293	1,061,424	(439,678)
2028	443,075	271,631	789,622	1,061,253	(618,179)
2029	437,228	267,881	793,839	1,061,721	(624,493)
2030	445,854	273,881	788,935	1,062,816	(616,962)
2031	274,131	274,131	-	274,131	-
2032	268,881	268,881	-	268,881	-
2033	272,581	272,581	-	272,581	-
2034	270,981	270,981	-	270,981	-
2035	269,231	269,231	-	269,231	-
2036	267,044	267,044	-	267,044	-
2037	269,700	269,700	-	269,700	-
2038	266,738	266,738	-	266,738	-
2039	273,613	273,613	-	273,613	-



Note: Estimated results are preliminary and subject to change. Based on Chase Bank proposal dated 7/8/2020. Actual results may vary from these estimates.

Next Steps



- Wednesday, July 8
 - Responses due to Davenport from banking institutions.
- Post July 8
 - Davenport to analyze and summarize the responses and provide a written summary and recommendation to the Town.
 - Bond Counsel to prepare required documentation for approval by the Town Council at the July 14 meeting.
- July 14, 2020
 - **Regular Meeting of Town Council:**
 - Results of bidding process presented along with recommended next steps.
 - Town Council approval of documents authorizing the financing.
- By July 30
 - Close on Strategic Refunding. **(Note: Closing by August 1 is necessary in order to maximize the benefit to the Town's FY2021 budget).**



Appendix

July 7 Presentation



- Davenport & Company LLC (“Davenport”) serves as Financial Advisor to the Town of Herndon (the “Town”). In our capacity as Financial Advisor, Davenport provides guidance on the following areas, amongst others:
 - Assist the Town in Multi-Year Financial and Capital Planning;
 - Regularly monitor the Town’s Debt Portfolio for Refunding Opportunities; and
 - Interact with the National Credit Rating Agencies, with the goal of maintaining the Town’s strong Credit Ratings;
 - Assist the Town in obtaining financing whether for new money projects or to refund existing debt.
- The Town enjoys “AAA” credit ratings from all three national credit rating agencies (Moody’s, Standard & Poor’s, and Fitch). These are the highest credit ratings a local government can achieve and are an important asset for the Town in the current climate and as the Town plans for the future.

Background (cont.)

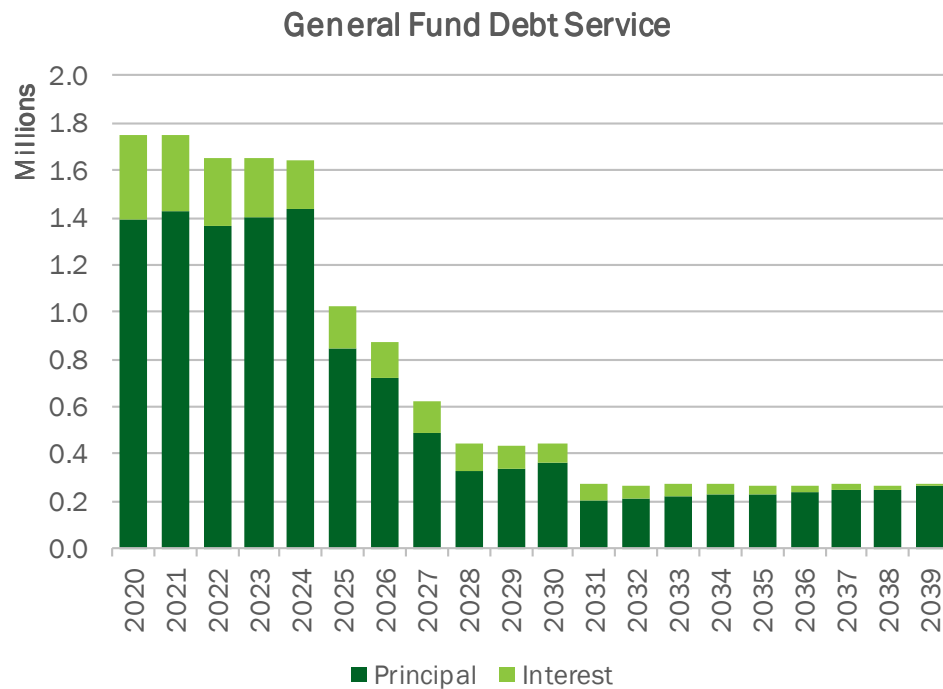


- The National Credit Rating Agencies utilize a variety of criteria when assessing the credit worthiness of the Town. Fund Balance/Reserve Levels are arguably the most important of the financial criteria measured by the Rating Agencies.
- The Town has historically maintained strong Fund Balance levels that are in compliance with expectations for a “AAA” rated local government and in compliance with the Town’s adopted financial policy guidelines.
- The COVID19 pandemic and related economic/financial impact has forced the Town – and many of its peers – to consider using some of its Fund Balance to help offset the sudden, unforeseen, and substantial impact to the Town’s finances.
- While the Town’s use of Fund Balance is in accordance with its adopted Financial Policies, identifying strategies to minimize/offset its use is important level of uncertainty surrounding budget projections for FY2021 and years thereafter.
- To this end Davenport, working with the Town’s Senior Administration and Bond Counsel (HuntonAndrewsKurth) has developed a strategy to strategically refund existing Town debt with the goal of helping to conserve Fund Balance over the next several fiscal years while still maintain a responsibly managed debt profile in line with the Town’s adopted financial policies.



Outstanding General Fund Debt Profile

- The Town's has approximately \$12 million of outstanding General Fund debt.
- The debt is repaid rapidly with over 80% retired in the next 10 years. This "10 year payout" ratio is a substantially faster payout than is required via the Town's Financial Policy guidelines which mandate a minimum of 55%.



FY	Principal	Interest	Total	Payout Ratio
Total	\$12,193,162	\$2,536,334	\$14,729,497	
2020	1,388,246	361,230	1,749,476	26.6%
2021	1,426,944	324,812	1,751,756	36.3%
2022	1,365,994	286,111	1,652,105	45.6%
2023	1,402,183	248,435	1,650,618	55.1%
2024	1,434,150	209,727	1,643,877	64.8%
2025	847,884	177,223	1,025,107	70.6%
2026	724,668	151,088	875,756	75.5%
2027	490,843	130,903	621,745	78.9%
2028	328,550	114,525	443,075	81.1%
2029	337,700	99,528	437,228	83.4%
2030	361,000	84,854	445,854	85.8%
2031	205,000	69,131	274,131	87.2%
2032	210,000	58,881	268,881	88.7%
2033	220,000	52,581	272,581	90.8%
2034	225,000	45,981	270,981	92.3%
2035	230,000	39,231	269,231	93.7%
2036	235,000	32,044	267,044	95.2%
2037	245,000	24,700	269,700	96.7%
2038	250,000	16,738	266,738	98.3%
2039	265,000	8,613	273,613	100.0%

Note: Based on Town CAFRs, Bond Documents, and Davenport Debt Model.



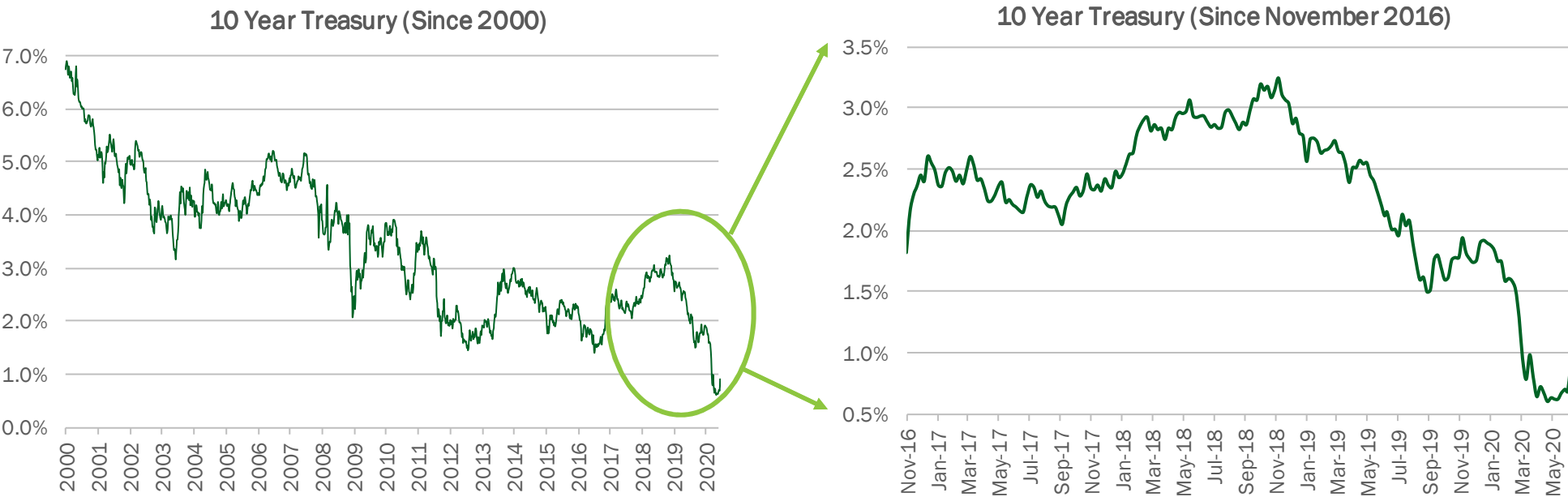
Interest Rate Environment | Tax-Exempt



Long term interest rates have continued to decline and remain at historical lows.



Interest Rate Environment | Taxable



Long term interest rates have continued to decline and remain at historical lows.

Refunding Strategy



- Davenport identified approximately \$6.1 million of existing Town debt that can be strategically refunded and restructured in order to:
- Allow the Town to minimize the use of critical Fund Balance levels during the highly uncertain FY2021 and years thereafter;
- Reduce the average interest rate on the refunded debt, where possible;
- Maintain compliance with the Town's adopted Financial Policy Guidelines;
- Provide an approximately level annual debt service payment (in the aggregate) for the General Fund into the future.
- Additional detail is shown on the following pages

Refunding Strategy (cont.)



- Debt anticipated to be refunded totals approximately \$6.1 million including the following. Note: Relatively small amounts related to the Cemetery and Golf Fund are also anticipated to be included because they are part of the same bond issues.

Series	General Fund	Cemetery	Golf	Total
VML.VACo 2010A	498,000	-	102,000	600,000
VML.VACo 2010B	539,500	-	110,500	650,000
VML.VACo 2010C	373,500	-	76,500	450,000
VML.VACo 2010D	205,051	53,030	91,919	350,000
GO Bonds - 2014	3,340,000	-	-	3,340,000
GO Bonds - 2018	706,000	-	-	706,000
Total	\$5,662,051	\$53,030	\$380,919	\$6,096,000

- The average interest rate on the refunded debt is in the high 3% range. It is anticipated that the new, post refunding average interest will be lower.
- In order to ensure continued federal tax code compliance a portion of the refunded debt (approximately \$5 million) will be structured on a Tax Exempt basis with the balance (approximately \$1.1 million) on a Taxable basis.

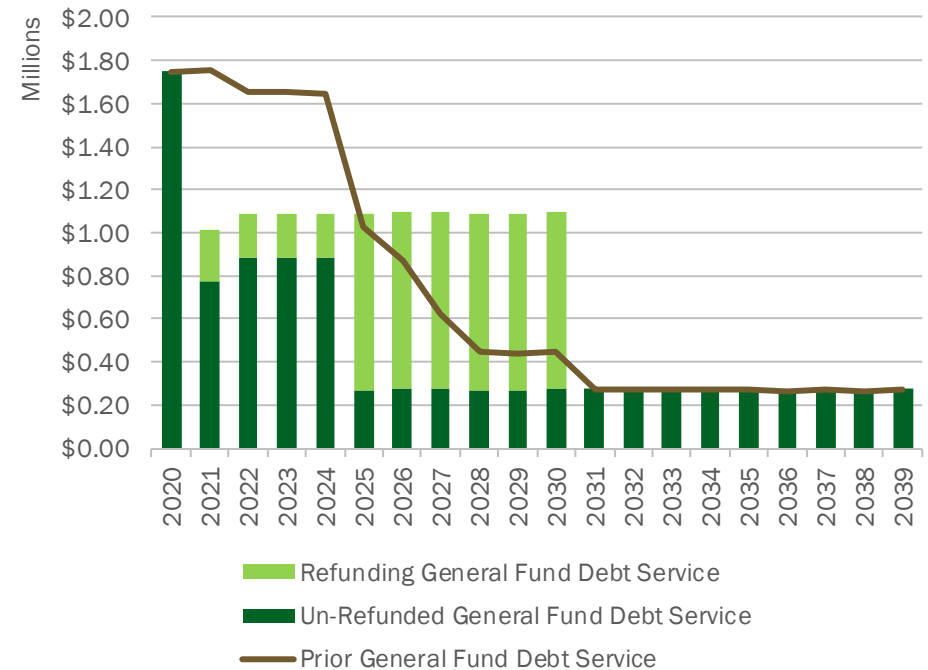


Estimated Refunding Results | General Fund

Structured Debt Service

- The Town could potentially achieve the following by strategically refunding/restructuring the General Fund:
 - Maintain the current final maturity of the Town's debt; and
 - Free a total of more than \$2.4 million in cash flow in FY 2021-2024 (see yellow shading below);
 - Produce an estimated breakeven present value cost/benefit when the "time value" of payments over the next 10 years is taken into account.

A	B	C	D	C + D = E	B - E = F
Fiscal Year	Prior General Fund Debt Service	Un-Refunded General Fund Debt Service	Refunding General Fund Debt Service	Resulting General Fund Debt Service	Savings
Total	\$14,729,497	\$9,251,416	\$5,775,303	\$15,026,718	(\$297,222)
2020	1,749,476	1,749,476	-	1,749,476	-
2021	1,751,756	774,096	227,283	1,001,379	750,378
2022	1,652,105	888,701	204,620	1,093,321	558,784
2023	1,650,618	886,484	206,500	1,092,984	557,634
2024	1,643,877	887,221	205,300	1,092,521	551,356
2025	1,025,107	265,631	828,080	1,093,711	(68,604)
2026	875,756	278,381	815,360	1,093,741	(217,985)
2027	621,745	275,131	818,600	1,093,731	(471,986)
2028	443,075	271,631	822,480	1,094,111	(651,037)
2029	437,228	267,881	825,980	1,093,861	(656,634)
2030	445,854	273,881	821,100	1,094,981	(649,127)
2031	274,131	274,131	-	274,131	-
2032	268,881	268,881	-	268,881	-
2033	272,581	272,581	-	272,581	-
2034	270,981	270,981	-	270,981	-
2035	269,231	269,231	-	269,231	-
2036	267,044	267,044	-	267,044	-
2037	269,700	269,700	-	269,700	-
2038	266,738	266,738	-	266,738	-
2039	273,613	273,613	-	273,613	-



Note: Estimated results are preliminary and subject to change. Based on planning interest rate as of 6/12/2020. Actual results may vary significantly from these estimates.

Competitively Bid Direct Bank Loan



- The Strategic Refunding can be accomplished via a Competitively Bid Direct Bank Loan.
- This is a strategy that the Town has employed successfully in the past as have many of its peer local governments.
- This strategy allows the Town to:
 - Competitively bid the financing to National, Regional, and Local Banking Institutions;
 - The bidding process is not binding and it does not obligate the Town to any specific course of action unless formally approved by Town Council after the bids are received;
 - Town Council will be able to know the results prior to formally make an award to a banking institution, if any;
 - No costs are incurred unless the Town Council decides to move forward after seeing the results of the bidding process;
 - No formal credit rating update is required nor it is necessary for the Town to prepare a formal offering prospectus.

Next Steps



- Wednesday, June 24
 - Davenport distributes competitive solicitation to local, regional, and national banking institutions.
- Tuesday, June 7
 - **Town Council Worksession:**
 - Davenport briefs Town Council on Refunding Strategy.
- Wednesday, July 8
 - Responses due to Davenport from banking institutions.
- Post July 8
 - Davenport to analyze and summarize the responses and provide a written summary and recommendation to the Town.
 - Bond Counsel to prepare required documentation for approval by the Town Council at the July 14 meeting.
- July 14, 2020
 - **Regular Meeting of Town Council:**
 - Results of bidding process presented along with recommended next steps.
 - Town Council approval of documents authorizing the financing.
- By July 30
 - Close on Strategic Refunding. **(Note: Closing by August 1 is necessary in order to maximize the benefit to the Town's FY2021 budget).**



Summary of Refunded Bonds

Maturity	Coupon	General Fund	Cemetery Fund	Golf Fund	Total
VML/VACo 2010A Bonds (Taxable RZEDBs)					
2/15/2024	5.512%	37,350	-	7,650	45,000
2/15/2025	5.512%	136,950	-	28,050	165,000
2/15/2026	-	-	-	-	-
2/15/2027	-	-	-	-	-
2/15/2028	-	-	-	-	-
2/15/2029	6.067%	157,700	-	32,300	190,000
2/15/2030	6.067%	166,000	-	34,000	200,000
Sub-Total		498,000	-	102,000	600,000
VML/VACo 2010B Bonds (Taxable BABs)					
2/15/2024	5.612%	95,450	-	19,550	115,000
2/15/2025	-	-	-	-	-
2/15/2026	5.917%	141,100	-	28,900	170,000
2/15/2027	5.917%	149,400	-	30,600	180,000
2/15/2028	5.917%	153,550	-	31,450	185,000
Sub-Total		539,500	-	110,500	650,000
VML/VACo 2010C Bonds (Tax-Exempt)					
2/15/2021	4.000%	120,350	-	24,650	145,000
2/15/2022	4.000%	124,500	-	25,500	150,000
2/15/2023	4.000%	128,650	-	26,350	155,000
Sub-Total		373,500	-	76,500	450,000
VML/VACo 2010D Bonds (Taxable)					
2/15/2021	3.500%	205,051	53,030	91,919	350,000
Sub-Total		205,051	53,030	91,919	350,000
General Obligation Refunding Bond, Series 2014 (Tax-Exempt)					
8/1/2020	2.100%	496,000	-	-	496,000
8/1/2021	2.100%	505,000	-	-	505,000
8/1/2022	2.100%	518,000	-	-	518,000
8/1/2023	2.100%	521,000	-	-	521,000
8/1/2024	2.100%	536,000	-	-	536,000
8/1/2025	2.100%	542,000	-	-	542,000
8/1/2026	2.100%	222,000	-	-	222,000
Sub-Total		3,340,000	-	-	3,340,000
General Obligation Public Improvement Bond, Series 2018 (Federally Taxable)					
2/1/2021	3.720%	131,000	-	-	131,000
2/1/2022	3.720%	136,000	-	-	136,000
2/1/2023	3.720%	141,000	-	-	141,000
2/1/2024	3.720%	146,000	-	-	146,000
2/1/2025	3.720%	152,000	-	-	152,000
Sub-Total		706,000	-	-	706,000
Totals		5,662,051	53,030	380,919	6,096,000

Municipal Advisor Disclaimer



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to change the Meeting Schedule for the Town Council Work Session in August 2020.

WHEREAS, the Herndon Town Council's meeting schedule was adjusted to hold the work session on the first Wednesday in August to accommodate the participation of the elected officials in **National Night Out** activities; and

WHEREAS, as a result of COVID-19, the annual National Night Out will be rescheduled.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Herndon, Virginia, hereby reschedules its regular work session previously scheduled on Wednesday, August 5, 2020 **TO Tuesday, August 4, 2020, at 7:00 pm.**

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby request the town clerk to work in coordination with the Chief Communications Officer to ensure the change in schedule is widely publicized.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Green Lizard Cycling for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 26, 2020 between the Town of Herndon and **Green Lizard Cycling** for use of public property or public right-of-way for temporary outdoor dining, 718 Lynn Street, Herndon.

Permit Case Number: TODP20- 006 Application Date: 5/29/2020

Property Address: 718 Lynn Street

Establishment Name: Green Lizard Cycling

Hours of Operation: X M X T X W X Th X F X S X Sun: from 7:00AM-8:00PM

Applicant Information (Principal Operator of dining establishment):

Name: Dave Meyer

Telephone No.: 907-317-2177 Email Address: dam@greenlizardcycling.com

Are you the property owner? N Y/N

Property Owner Information (if different from applicant):

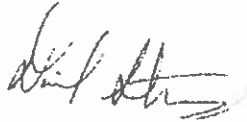
Property Owner Y / N Authorized Agent Acting on Behalf of the Property Owner Y / N

Name(s): Town of Herndon

Mailing Address: _____

Telephone No: _____ Email Address: _____

Zoning Administrator Approval:



Date: **5/29/2020**

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☒ A plan which clearly shows the following:
- o dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on Town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

additional insureds to the applicant's Business Liability Insurance and if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of Insurance.

- If requesting a location on Town owned property, execute the Temporary Outdoor Dining Use Agreement.
 - Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

☒ If alcohol will be served on site, a copy of Virginia ABC license.

☒ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area:
 - a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
 - b. Fencing / barriers must be installed (water-filled security barriers recommended);
 - c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
 - d. Any modification to the approved plan must be submitted and approved;
 - e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
 - f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the Town. Any proposed lighting must be approved by the Town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:
 - a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
 - b. No more than ten patrons may be seated as a party.
 - c. Tables at which dining parties are seated must be positioned six feet apart from other tables.
3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area: including, but not limited to, live entertainment and retail sales.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas.
8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.
9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT - WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties")

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A - LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein,

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.
2. This Agreement shall expire 60 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "Term").
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

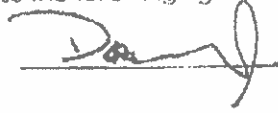
Commercial General Liability - Combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.

Liquor Liability (if applicable) - \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By:  5/28/20 DAVID A. MEYER SR.
Owner

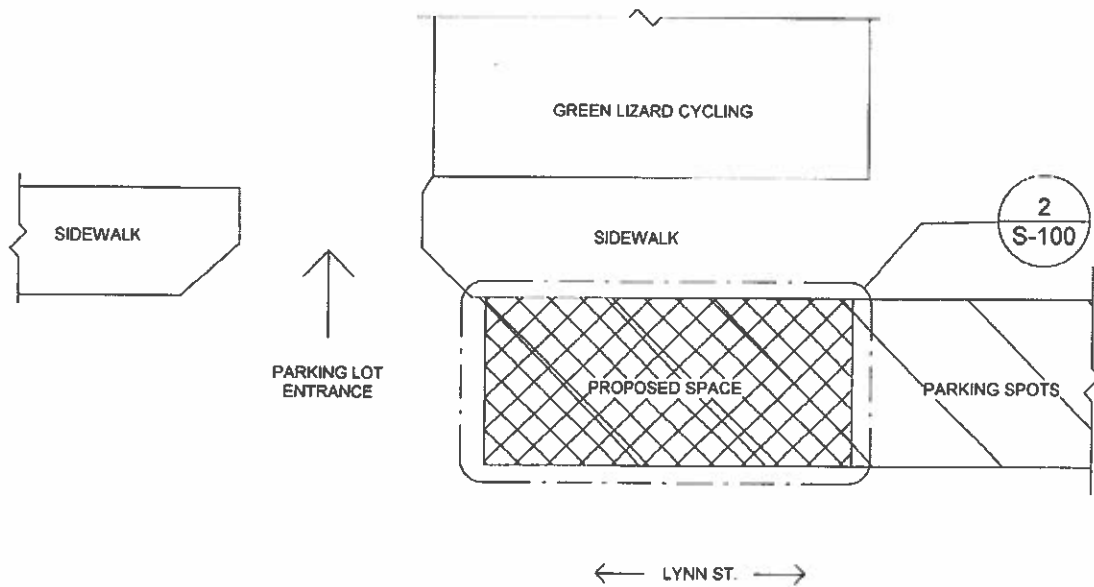
Its: _____

TOWN OF HERNDON:

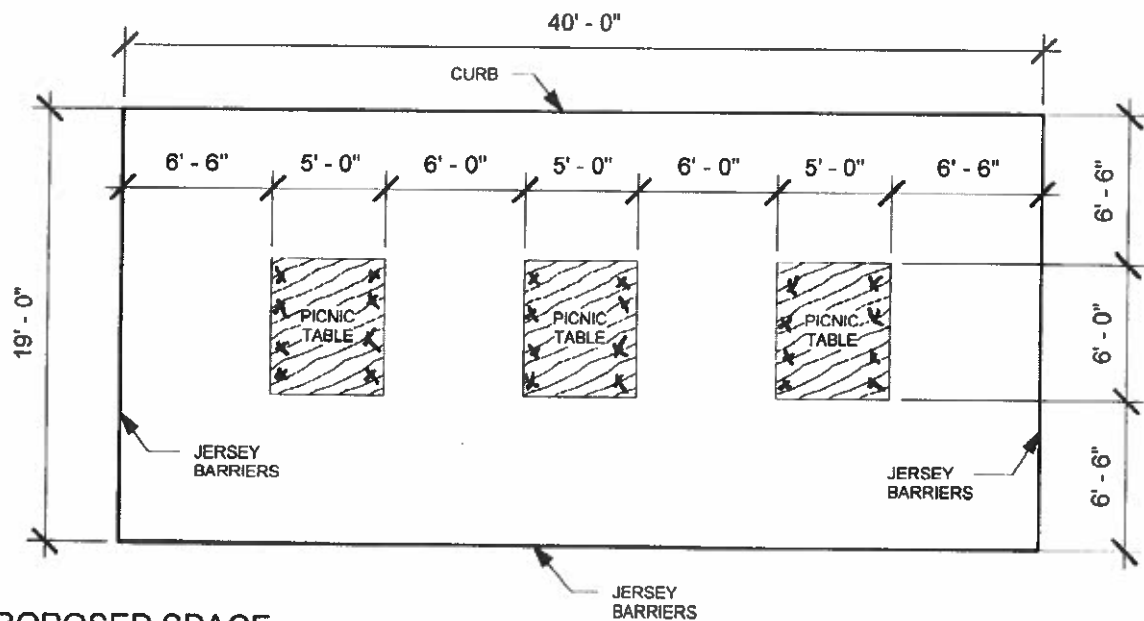
By:


Town Manager

26 May 2020
Date



① SITE
1" = 20'-0"



② PROPOSED SPACE
1/8" = 1'-0"

Each Table will support 8 Customers = 24 total Customers outside
X = Seats

GLC

David Meyer
Green Lizard
Cycling

OUTDOOR SEATING

Project number 0024

Date 05/28/2020

Drawn by DAM III

S-100

License Number

090385

License Type

Beer On and Off Premises/Delivery Permit

ABC LICENSE

Expires Period

DOT 01, 2018 TO SEP 30, 2020

Expires Date

SEP 20

License Name & Trade Address

Green Lizard Cycling LLC
Green Lizard Cycling
718 Lynn St
Herndon VA 20170-4601

Establishment Type

Restaurant

Telephone Number (703) 772-9463

Fairfax County - TERRITORY # 70
Alexandria - Region 4
(703) 313-4432

By Order of the Alcoholic Beverage Control Board

Jeff Painter
Chairman

License Privileges and Instructions

The privileges of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Complainant named above to operate in accordance with the terms of the license herein designated and the applicable statute, if any, of the Commonwealth of Virginia and regulations of the Board.

The privileges conferred by this license, except banquet licenses and mixed beverage licenses, shall remain in effect until the last day of the twelfth month next ensuing or the last day of the twelfth month next ensuing, whichever is later, unless the license is renewed or renewed by operation of law, voluntary surrender, Order of the Board, or failure to pay the required annual fee. Licenses may be suspended or annulled as provided in a regulatory code.

The license may be suspended or annulled in accordance with the Virginia Alcoholic Beverage Control Act of the Commonwealth of Virginia, which is applicable.

Please return the above license which must be posted in a conspicuous place in the establishment, you may keep the license for reference.

A separate receipt may be obtained from the Board, if desired, in the event the license is forfeited and returned to the Board.

Any questions relative to the license, privileges and regulations of your ABC license should be addressed to your local ABC office.

GREEN LIZARD CYCLING LLC
GREEN LIZARD CYCLING
718 LYNN ST
HERNDON VA 20170-4601

From: Orrison, John john.orrison@herndon-va.gov
Subject: RE: Occupancy Permit - 718 Lynn Street
Date: May 28, 2020 at 12:02 PM
To: Building Inspections buildinginspections@herndon-va.gov
Cc: Holste, Dennis Dennis.Holste@herndon-va.gov, dam@greenlizardcycling.com

✱ Our records reflect an occupant load of 50 for 718 Lynn Street, Green Lizard Cycling.
This is base on permit 13-13.

Sent from Mail for Windows 10

From: Building Inspections <buildinginspections@herndon-va.gov>
Sent: Thursday, May 28, 2020 10:44:35 AM
To: Orrison, John <john.orrison@herndon-va.gov>
Cc: Holste, Dennis <Dennis.Holste@herndon-va.gov>; dam@greenlizardcycling.com
<dam@greenlizardcycling.com>
Subject: FW: Occupancy Permit - 718 Lynn Street

John:

Can you please respond to the email below?

Thanks!

Sue

Sue Jaston
Department of Public Works
703-435-6850 (Building Inspections)
703-435-6853 (Public Works)

www.herndon-va.gov

TOWN OF
Herndon
DEPARTMENT OF PUBLIC WORKS

From: Holste, Dennis <Dennis.Holste@herndon-va.gov>
Sent: Thursday, May 28, 2020 10:39 AM
To: Building Inspections <buildinginspections@herndon-va.gov>
Cc: dam@greenlizardcycling.com
Subject: Occupancy Permit - 718 Lynn Street

Good Morning,

Mr. Meyer is working on his application for a temporary outdoor dining permit. He is



GREEN-2

QP ID: LV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HRI Associates ** Insurance Since 1953 ** 719 Pine Street Herndon, VA 20170-4660 Douglas G. Downer, CIC	703-435-3500	CONTACT Lori VanBuskirk PHONE (A/C, No, Ext): 703-435-3500 FAX (A/C, No): 703-481-0234 EMAIL ADDRESS: certificates@hriassociates.com
INSURED Green Lizard Cycling, LLC 718 Lynn St. Herndon, VA 20170		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Hartford Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10677

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		ECP 035 26 65	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000
A	☒ Liquor Liab		ECP 035 26 65	12/15/2019	12/15/2020	MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Liquor L \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER					
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ECP 035 26 65	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ None		ECP 035 26 65	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	42 WEC CM5330	04/20/2020	04/20/2021	☒ PER STATUTE ☐ OTH. ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Herndon is additional insured with respects to general liability and liquor liability, when required by written contract. 30 day notice of cancellation or non-renewal applies.

CERTIFICATE HOLDER

TOWN OF H

Town of Herndon
777 Lynn St.
Herndon, VA 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Green Lizard Cycling
718 Lynn Street
Herndon VA, 20170
Owner Dave Meyer

To whom it may concern:

The above applicant has my approval to apply for a temporary outdoor dining permit.

Sincerely,
Arthur Nachman
Partner
Nachman Partnerships, LP
Property Owner



TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Jimmy's Old Town Tavern for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 28, 2020 between the Town of Herndon and **Jimmy's Old Town Tavern** for use of public property or public right-of-way for temporary outdoor dining, 697 Spring Street, Herndon.

Permit Case Number: TODP20- 004 Application Date: _____ 20 _____

Property Address: 697 SPRING ST HERNDON VA 20170

Establishment Name: JIMMY'S OLD TOWN TAVERN

Hours of Operation: ☒ M ☒ T ☒ W ☒ Th ☒ F ☒ S ☒ Sun; from 11 AM 2 AM

Applicant Information (Principal Operator of dining establishment):

Name: James C. Cirrito

Telephone No.: 703 470-4014 Email Address: JIMCIRRITO@aol.com

Are you the property owner? N Y/N

Property Owner Information (If different from applicant):

Property Owner N Y/N Authorized Agent Acting on Behalf of the Property Owner Y Y/N

Name(s): Vicki Wilhelm

Mailing Address: A + L Management

P.O. Box 35 Woodstock MD 21163

Telephone No.: 410-418-4537 Email Address: Vwilhelm@a-lmanagement.com

Zoning Administrator Approval:

Date:

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☐ A plan which clearly shows the following:
 - o dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on Town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

Insurance limits shall not be less than the following amounts:

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

Umwelt Liability (if applicable) - \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By:

James C. Smith

5-27-2020

Its:

TOWN OF HERNDON:

By:

Wendy Deese

Town Manager

5/28/20

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/27/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O'SULLIVAN INSURANCE AGENCY, LLC PO Box 968 Haymarket, VA 20168		CONTACT NAME PHONE (A/C No. Ext.) (703) 726-6427 FAX (A/C No.) (703) 832-0377 E-MAIL ADDRESS osullivaninsurance@gmail.com	
INSURED JOTT, Inc Jimmy's Old Town Tavern 697 Spring St Herndon, VA 20170		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty INSURER B: Erie INSURER C: Accident Fund INSURER D: Scottsdale INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

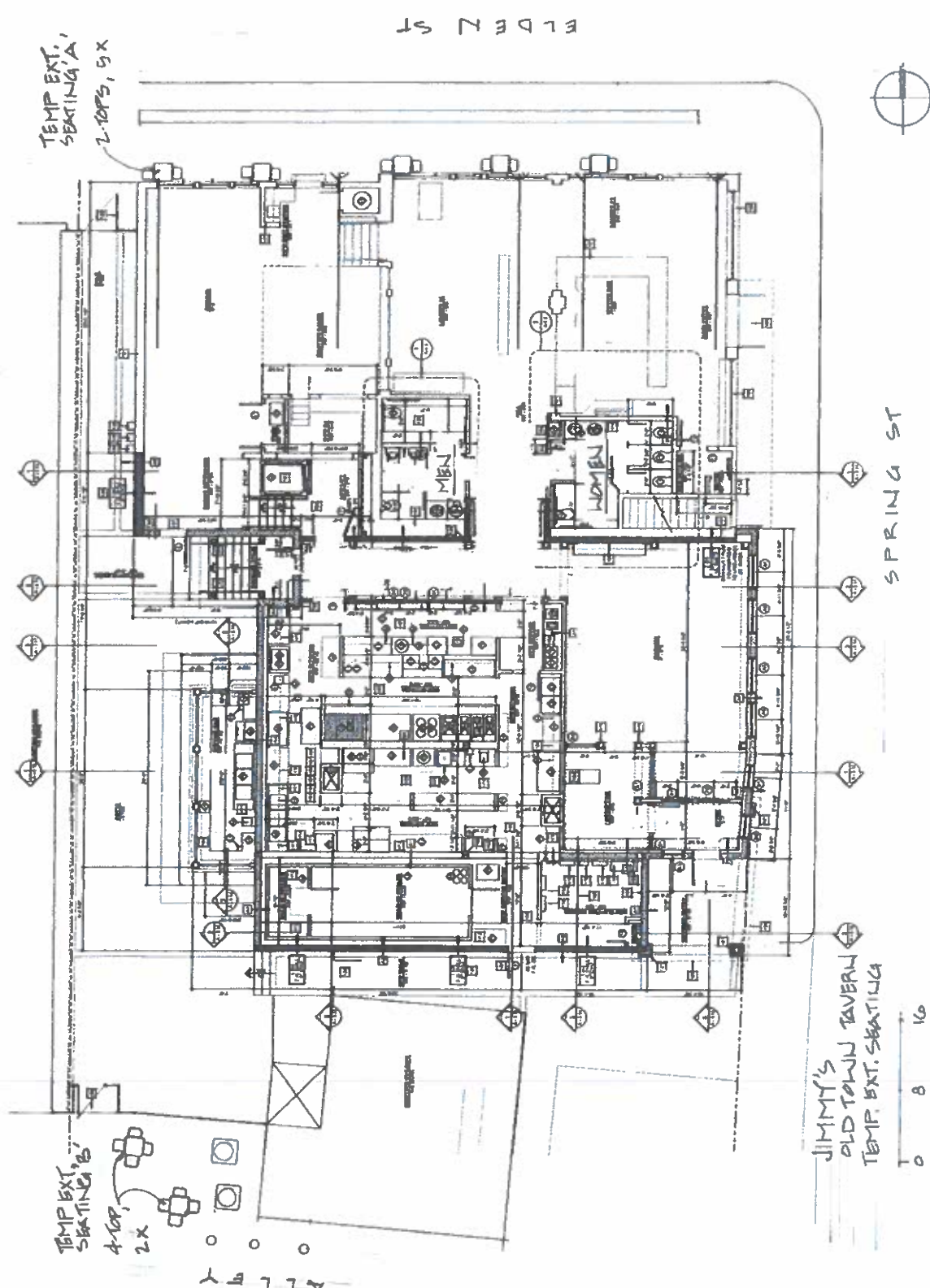
INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CS20001668-01	5/31/19	5/31/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	Y		Q083130290	08/31/19	08/31/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS	X		XBS0127668	5/31/19	5/31/20	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y N/A		ARP12002605400	6/13/19	6/13/21	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Bus Income Property Business Income			CS20001668-01	6/13/19	6/13/21	\$100,000 L1 \$200,000 L2 \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Town of Herndon and its employees, volunteers, and agents**CERTIFICATE HOLDER****CANCELLATION**

Town of Herndon 777 Lynn St Herndon, VA 20171	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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JIMMY'S
OLD TOWN TAVERN
TEMP. EXT. SEATING

0 8 16

5.10.2010

[illegible]

5.18.2020



3

TOWN OF HERNDON
VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD _____ LBS. PER SQ. FT.

OCCUPANCY LOAD 138 NO DANCE FL.
50 W/ DANCE FL. PERSONS

USE GROUP A-2

CONST. TYPE 5B

FOR 697 SPRING St. Jimmie's

APPROVED 4/14/03

[Signature]
BUILDING INSPECTOR



VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2001 Heritage Ridge • P.O. Box 2740 • Richmond, VA 23261-7401

License Number: **75822**

ABC LICENSE

License Type(s):

Wine and Beer On Premises

Effective Date:

MAY 01, 2019 TO APR 30, 2020

Expiration Date:

APR 20

Mixed Beverage Restaurant (Seating Capacity - over 150 seats)

MAY 01, 2019 TO APR 30, 2020

APR 20

Licensee Name & Trade Address:

Jolt Inc
Jimmy's Old Town Tavern
697 Spring St
Herndon VA 20170-5125

Establishment Type: Restaurant

Telephone Number: 703-435-5467

Fairfax County - TERRITORY 070
Alexandria - Region 4
703-813-6432

By Order of Alcoholic Beverage Control Board


Chairman



June 12, 2020

Town of Herndon
Dept. of Community Development
777 Lynn Street
Herndon VA 20170

Re: Temporary Use Permit for the Extension of Retail Sales.

Dear Town of Herndon:

I hereby give permission for my business neighbor, Jimmy's Old Town Tavern, to provide outdoor seating on my property on Saturday, June 13, 2020 from 4pm - 2am, and Sunday, June 14, 2020 from 11am - 11pm. The location shall be behind our building and adjoins our businesses. The purpose of this is to allow the sale of food and beverages as an extension of the existing retail business known as Jimmy's Old Town Tavern.

Sincerely,

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

Date:

Elden St

Up-holstry Shoppe

(Beer Garden)

Jimmy's
old Town Tavern

requested
Seating
area

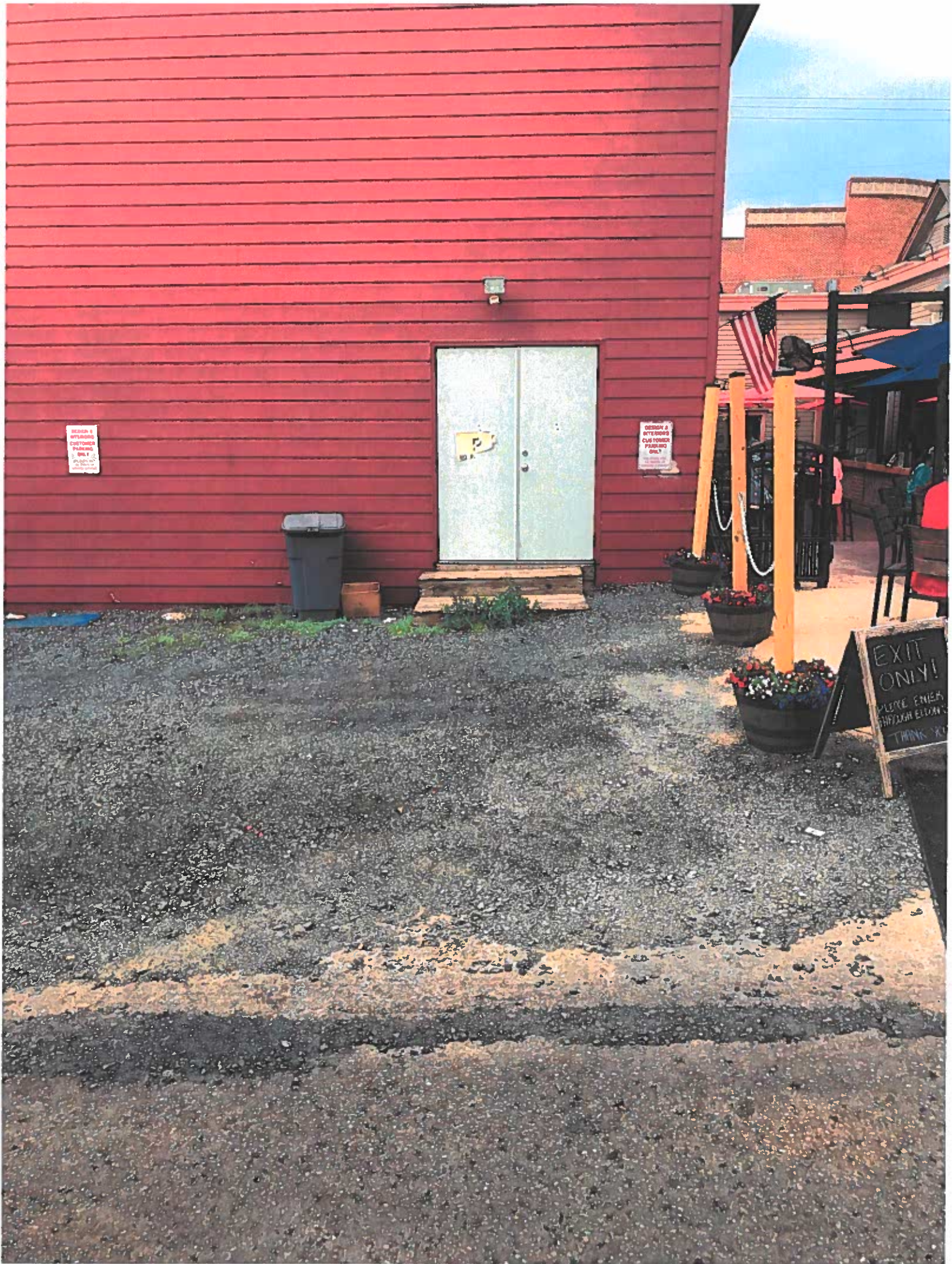
approved
Seating
area

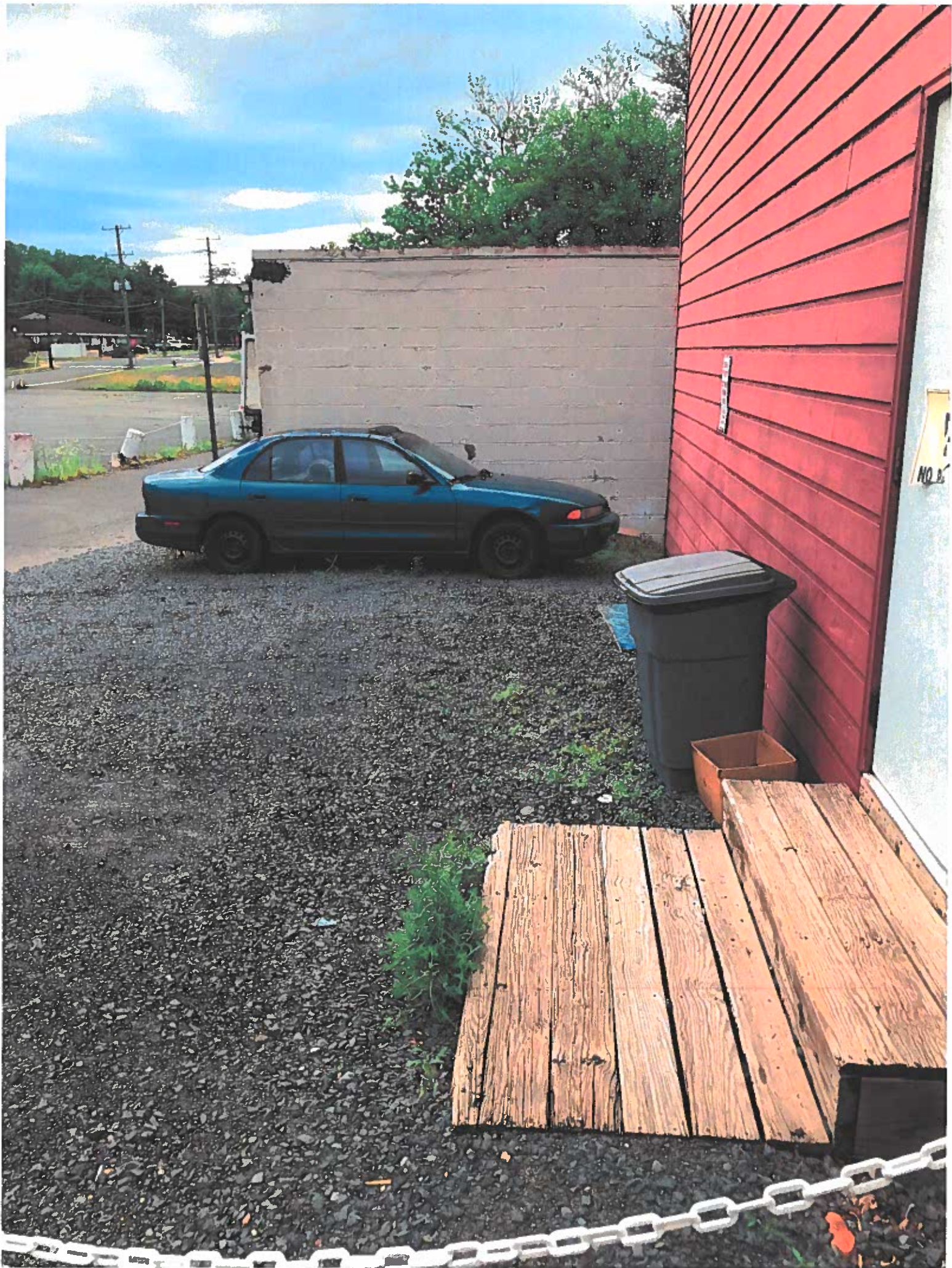
Jimmy's
Catering
Buildings

(Ailys to remain open)

Former Robert's Carpet
Building

Springs St







06/02/2020

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Mile 20 at Mediterranean Breeze for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 28, 2020 between the Town of Herndon and **Mile 20 at Mediterranean Breeze** for use of public property or public right-of-way for temporary outdoor dining, 781 Station Street, Herndon.

Permit Case Number: TODP20-003_____ Application Date: _____20____

Property Address: 781 Station St Herndon, VA 20170

Establishment Name: Mile 20 at Mediterranean Breeze

Hours of Operation: ___ M X T X W X Th X F X S X Sun; from _____

Applicant Information (Principal Operator of dining establishment):

Name: Phillip Orwe

Telephone No.: (c) 301-641-0222 Email Address: medbreezeva@yahoo.com

Are you the property owner? W Y/N

Property Owner Information (if different from applicant):

Property Owner ___ Y / N Authorized Agent Acting on Behalf of the Property Owner ___ Y / N

Name(s): Steve Mitchell - James Building Development

Mailing Address: 1291 Monroe St Herndon, VA 20170

Telephone No.: 703-966-2576 Email Address: monroe1291@aol.com

Zoning Administrator Approval:



Date: 5/28/2020

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☒ A plan which clearly shows the following:
- o dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of Insurance.

- If requesting a location on town-owned property, execute the Temporary Outdoor Dining Use Agreement.
 - Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

☒ If alcohol will be served on site, a copy of Virginia ABC license.

☒ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area:

- a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
- b. Fencing / barriers must be installed (water-filled security barriers recommended);
- c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
- d. Any modification to the approved plan must be submitted and approved;
- e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
- f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the town. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.

2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:

- a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
- b. No more than ten patrons may be seated as a party.
- c. Tables at which dining parties are seated must be positioned six feet apart from other tables.

3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.

4. Hours of operation shall be limited to between 6 am and 11 pm.

5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment and retail sales.

6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.

7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas

8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.

9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.
2. This Agreement shall expire 100 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "term").
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured.

This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

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

Liquor Liability (if applicable) – \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By: Rally H. Quire

Its: Owner

TOWN OF HERNDON:

By:

 Wanda D. Osborn
Town Manager

 26 May 2020
Date



Map data ©2020, Map data ©2020 20 ft

105' Fence line along the bushes

- 6ft wide walkway down the side of dominion Animal hospital for walk through people
- 17' x 9' each Parking Spot

- 6' to 8' long Benches in every other parking Spot to give 8'-10' foot gap between each table.

- Then in diagonal layout of spot w/ picnic table in open area between the rows of parking spaces.



Home



Work



Coronavirus (COVID-19)

Get local info & updates

Search this area

75°

VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD _____ LBS. PER SQ FT.

OCCUPANCY LOAD 185 SEATING PERSONS

USE GROUP A-2

CONST. TYPE 5-B

FOR MEDITERRANEAN BREEZE RESTURANT

781 STATION STREET APPROVED 6/1/05

John Orman
BUILDING INSPECTOR



VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road · P O Box 27491 · Richmond VA 23261-7491

License Number: 39202

ABC LICENSE

License Type(s):

Wine and Beer On and Off Premises/Delivery Permit

Effective Period

MAY 01, 2020 TO APR 30, 2021

Expiration Date

APR 21

Mixed Beverage Restaurant (Seating Capacity - over 150 seats)

MAY 01, 2020 TO APR 30, 2021

APR 21

License Name & Trade Address:

**Teryanna LLC
Mile 20 at Mediterranean Breeze
781 Station St
Herndon VA 20170-4607**

Establishment Type: Restaurant

**Telephone Numbers: 703-435-4495
301-641-0222**

**Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432**

By Order of Alcoholic Beverage Control Board

Chair

License Privileges and Instructions

The privilege(s) of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Licensee named above to operate in accordance with the terms of the license herein designated and the applicable statutes of the Commonwealth of Virginia and regulations of the Board.

The privilege(s) conferred by this license, except banquet licenses and mixed beverage special event licenses, shall continue until the last day of the twelfth month next ensuing or the last day of designated month of expiration, and thereafter year to year provided no cause exists for which the Board would be entitled to refuse to issue the license or until terminated by the operation of the law, voluntary surrender, Order of the Board, or failure to pay the required license tax or penalties. License periods may be adjusted as necessary to maintain distribution of annual license reissuance as equally as practicable on a monthly basis.

This license may be suspended or revoked in accordance with the Virginia Alcoholic Beverage Control Act or the Mixed Beverage Laws, whichever is applicable.

Please detach the above license which must be posted in a conspicuous place in the establishment. You may keep the bottom portion for reference.

A separate receipt may be obtained from the Board, if desired, in the event this license is terminated and returned to the Board.

Any questions relative to the issuance, privileges and maintenance of your ABC license should be addressed to your local ABC office.

**Teryanna LLC
Mile 20 at Mediterranean Breeze
781 Station St
Herndon VA 20170-4607**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cushman Insurance Agency, Inc. P.O. Box 1069 Herndon VA 20172	CONTACT NAME: Syeda Ayman-Rahman PHONE (A/C, No, Ext): (703) 471-4335 FAX (A/C, No): (703) 471-0938 E-MAIL ADDRESS: sayman@cushmaninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Southern Insurance Companies of VA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Teryanna, LLC T/A Mile 20 at Mediterranean Breeze 781 Station Street Herndon VA 20170	NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL1991017106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			BSS9228139	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 2,000,000
	☒ Liquor Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 4,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						PRODUCTS - COMPI/OP AGG \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE ☐ OTH-ER ☐
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Herndon and its employees, volunteers, and agents are listed as additional insureds when required by written contract. 30 days notice of cancellation will be given.

CERTIFICATE HOLDER**CANCELLATION**

Town of Herndon 777 Lynn St Herndon VA 20170	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Red Kimono, LLC for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 29, 2020 between the Town of Herndon and **Red Kimono, LLC** for use of public property or public right-of-way for temporary outdoor dining, 790 Station Street, Herndon.

Permit Case Number: TODP20-010 Application Date: 5/28 2020

Property Address: 790 Station Street, Herndon, VA 20170

Establishment Name: Red Kimono, LLC

Hours of Operation: V M V T V W V Th V F V S V Sun: from 11:30 - 10:00

Name: Hye-Jin Kim

Telephone No.: 201-989-5880 Email Address: tn+6622@gmail.com

Are you the property owner? N Y/N

Property Owner Yes

Name(s): LYNN STREET ASSOCIATES, LP by Arthur Nachman, Partner

Mailing Address: 720 Lynn Street

Arthur S. Nachman 558-200

Herndon, VA 20170

Telephone No.: (703) 437-1300

Email Address: Arthur.Nachman@inf.com

Zoning Administrator Approval: [Signature]

Date: 5/29/2020

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☒ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☒ A plan which clearly shows the following:
- o dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of Insurance.

- o If requesting a location on town-owned property, execute the Temporary Outdoor Dining Use Agreement.

- Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

☒ If alcohol will be served on site, a copy of Virginia ABC license.

☒ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area:
 - a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
 - b. Fencing / barriers must be installed (water-filled security barriers recommended);
 - c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
 - d. Any modification to the approved plan must be submitted and approved;
 - e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
 - f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the town. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:
 - a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
 - b. No more than ten patrons may be seated as a party.
 - c. Tables at which dining parties are seated must be positioned six feet apart from other tables.
3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment and retail sales.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas
8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.
9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.
2. This Agreement shall expire 100 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "term").
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured.

This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

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

Liavor Liability (if applicable) - \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

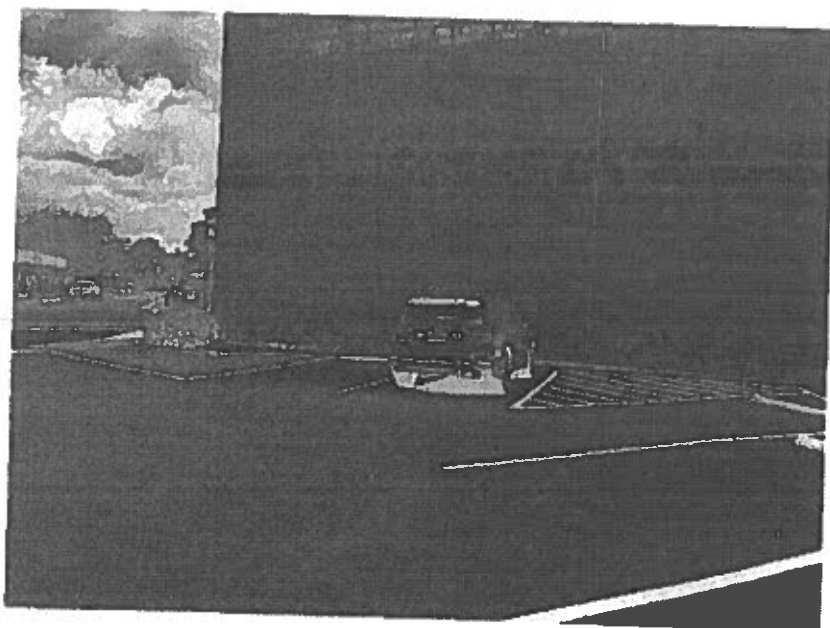
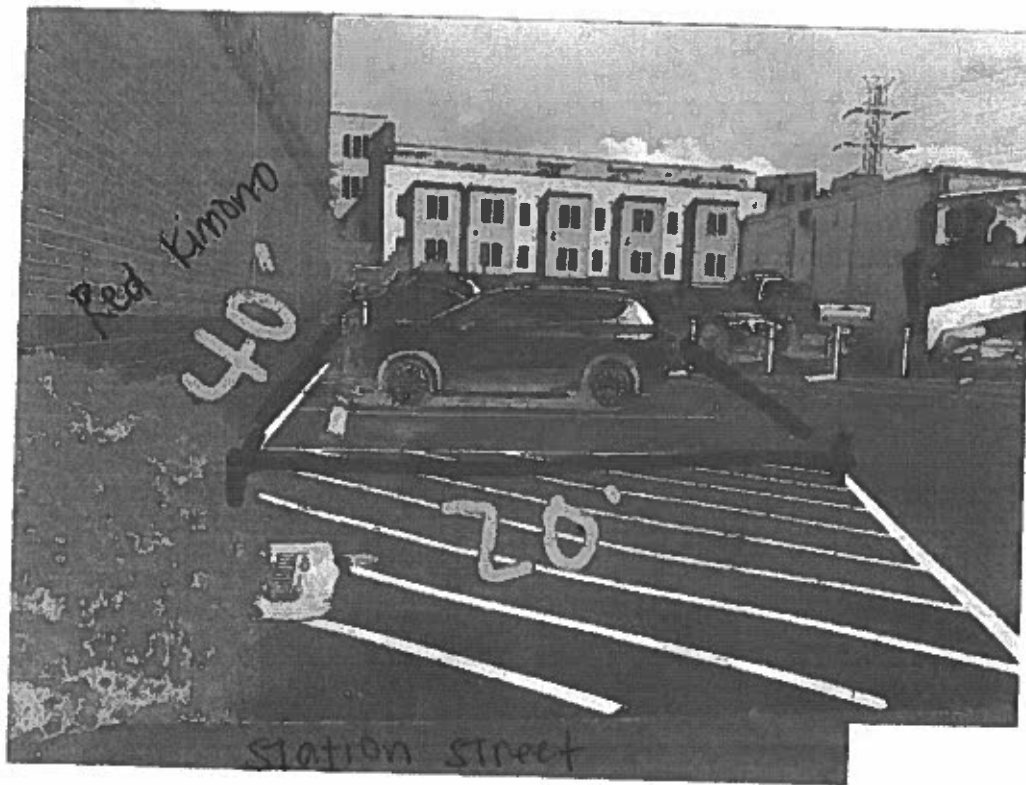
By: Wm Jim Kim
Its: Owner

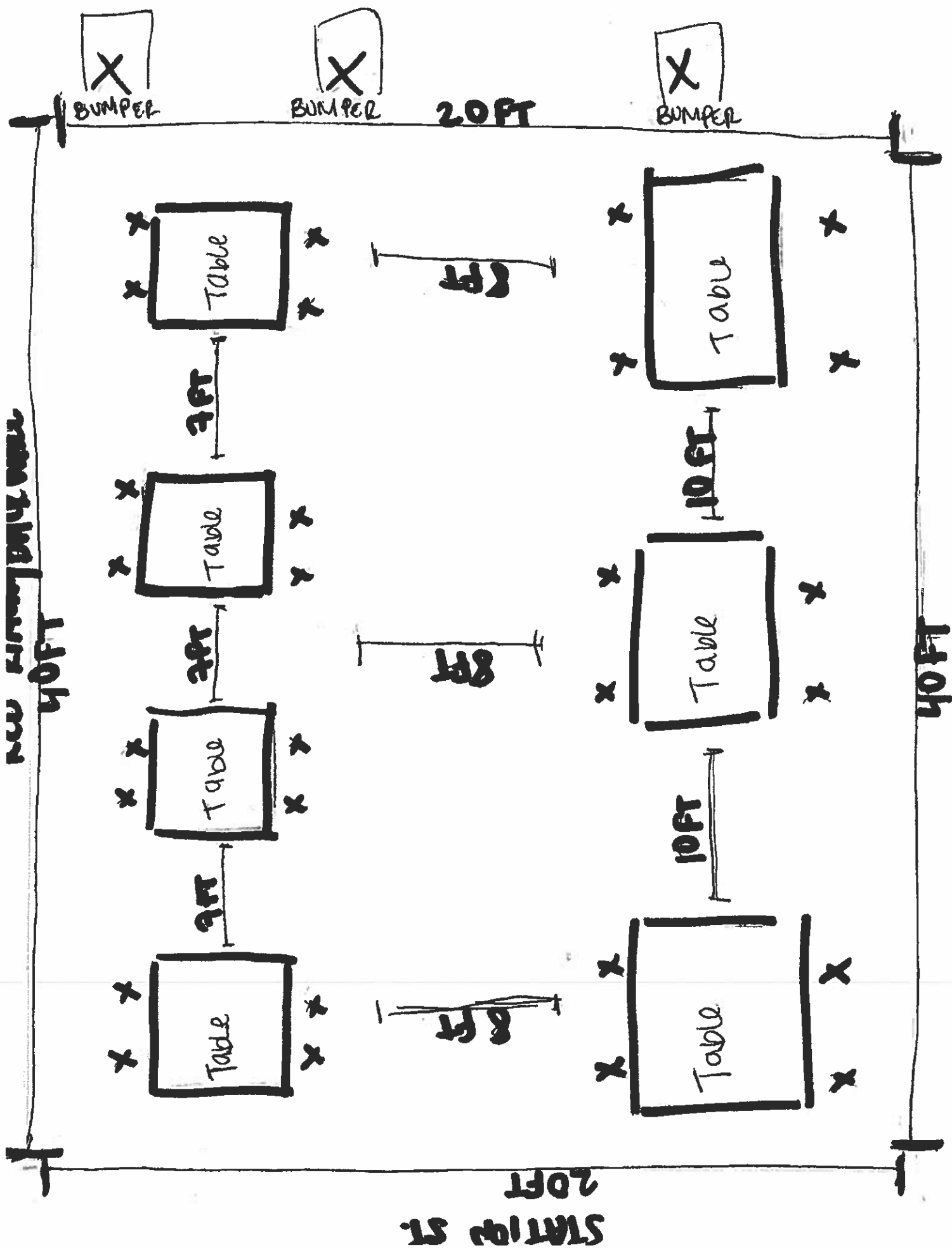
TOWN OF HERNDON:

By:

Wendy Rose
Town Manager

29 May 2020
Date







VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road • P O Box 27491 • Richmond VA 23261-7491

License Number: **93840**

ABC LICENSE

License Type(s):

Wine and Beer On Premises

Effective Period

FEB 01, 2020 TO JAN 31, 2021

Expiration Date

JAN 21

Mixed Beverage Restaurant (Seating Capacity - 1 to 100 seats)

FEB 01, 2020 TO JAN 31, 2021

JAN 21

License Name & Trade Address:

Red Kimono LLC

Red Kimono Japanese and Korean Cuisine

790 Station St Ste 1000

Herndon VA 20170-4663

Establishment Type: Restaurant

Telephone Numbers: 703-435-3515

201-989-5880

Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432

By Order of Alcoholic Beverage Control Board

Chairman

License Privileges and Instructions

The privilege(s) of this license is (are) hereby granted by the Virginia Alcoholic Beverage Control Board to the Licensee named above to operate in accordance with the terms of the license herein designated and the applicable statutes of the Commonwealth of Virginia and regulations of the Board.

The privilege(s) conferred by this license, except banquet licenses and mixed beverage special event licenses, shall continue until the last day of the twelfth month next ensuing or the last day of designated month of expiration, and thereafter year to year provided no cause exists for which the Board would be entitled to refuse to issue the license or until terminated by the operation of the law, voluntary surrender, Order of the Board, or failure to pay the required license tax or penalties. License periods may be adjusted as necessary to maintain distribution of annual license reissuance as equally as practicable on a monthly basis.

This license may be suspended or revoked in accordance with the Virginia Alcoholic Beverage Control Act or the Mixed Beverage Laws, whichever is applicable.

Please detach the above license which must be posted in a conspicuous place in the establishment. You may keep the bottom portion for reference.

A separate receipt may be obtained from the Board, if desired, in the event this license is terminated and returned to the Board.

Any questions relative to the issuance, privileges and maintenance of your ABC license should be addressed to your local ABC office.

Red Kimono LLC
Red Kimono Japanese and Korean Cuisine
790 Station St Ste 1000
Herndon VA 20170-4663



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hana Financial Group Inc 13880 BRADDOCK RD STE 306 CENTREVILLE VA 20121-2462	CONTACT NAME: HYOUNG NOH PHONE (A/C No. Ext): (703) 266-7552 E-MAIL ADDRESS: hanains2005@gmail.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED RED KIMONO LLC/ RED KIMONO JAPANESE AND KOREAN CUISINE 790 STATION ST STE 1000 HERNDON VA 20170-4663	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		0K823265 680	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Owners Policy		0K823265 680	11/01/2019	11/01/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Herndon, Virginia is listed as an additional insured.

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Herndon, Virginia

777 Lynn Street
Herndon

VA 20170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF OCCUPANCY

PERMANENT

Issue Date 1/06/18
Parcel Number 0162 02 0280
Property Address 790 STATION ST
HERNDON VA 20170
Subdivision Name
Legal Description HERNDON
790 STATION ST
Property Zoning CCD CENTRAL COMMERCIAL
Owner LYNN STREET ASSOCIATES LP
Contractor
Application number 18-00000013 000 000
Description of Work CHANGE OF OCCUPANCY W/ NO AU
Construction type TYPE II-B IBC
Occupancy type ASSEMBLY RESTAURANTS ETC
Flood Zone
Special conditions
Red Kimono Restaurant
Fire Alarm Require
Fire Sprinkler Require
2012 USBC
Occupant Load 99 Seats

Approved


Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL

LYNN STREET ASSOCIATIES, LP
720 Lynn Street
Herndon, VA 20170
(703) 437-1300 (office)
Arthur.nachman@lnf.com (email)

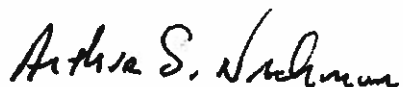
May 28, 2020

To Whom it May Concern:

As Landlord for Red Kimono, LLC ("Tenant") located at 790 Station Street, Herndon, VA 20170, I hereby approve outdoor seating and alcohol sales in the parking lot located adjacent to the property.

If you have addition questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Arthur S. Nachman". The signature is written in a cursive style with a large, stylized 'A' and 'N'.

Arthur Nachman
Partner
Lynn Street Associates, LP

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Russia House Restaurant for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated June 4, 2020 between the Town of Herndon and **Russia House Restaurant** for use of public property or public right-of-way for temporary outdoor dining, 724 Pine Street, Herndon.

TOWN OF Herndon VIRGINIA

APPLICATION

Temporary Outdoor Dining Permit

Permit Case Number: TODP20-005 Application Date: May 17 2020

Property Address

724 Pine Street, Herndon, 20170

Establishment Name

Russia House Restaurant

Hours of Operation: M T W Th F S Sun from

5:30 To 9:30

Applicant Information (Principal Operator of dining establishment)

Name

Ali + Homeyra Davugar

Telephone No. 703-787-8880 Email Address

alidavugar@gmail.com

Are you the property owner? Y/N

Property Owner Information (if different from applicant)

Property Owner Y/N Authorized Agent Acting on Behalf of the Property Owner Y/N

Name(s)

Edgar Gutierrez

Mailing Address

13575 Tabscott Drive

Chantilly, VA 20151

Telephone No. 571-331-8005 Email Address

prime.services_cg@yahoo.com

Zoning Administrator Approval:



Date: 5/29/2020

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner.
- ☐ A plan which clearly shows the following:

- dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
- a copy of the Capacity Certificate for the establishment.
- If requesting a location on town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of Insurance.
- If requesting a location on town-owned property, execute the Temporary Outdoor Dining Use Agreement.
 - Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

- ☒ If alcohol will be served on site, a copy of Virginia ABC license
- ☒ Pictures (2-3) of the location of the outdoor dining

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area
 - a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment.
 - b. Fencing / barriers must be installed (water-filled security barriers recommended).
 - c. Concrete barriers, provided by the town, are required on town property used for outdoor dining.
 - d. Any modification to the approved plan must be submitted and approved.
 - e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk.
 - f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the town. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:
 - a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
 - b. No more than ten patrons may be seated as a party.
 - c. Tables at which dining parties are seated must be positioned six feet apart from other tables.
3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area, including, but not limited to, live entertainment and retail sales.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas.
8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.
9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties")

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto,

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam, and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit
2. This Agreement shall expire 100 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "term")
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured. This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted

Insurance limits shall not be less than the following amounts:

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

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

- 8 Termination. The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
- 9 This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
- 10 This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
- 11 This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS.

By

Its

TOWN OF HERNDON

By

Town Manager

Date



Edit

Herndon
April 30 6:39 PM

LIVE



Virginia Alcoholic Beverage Control Authority

2901 Hermitage Road • P.O. Box 27491 • Richmond, VA 23261-7491 • www.abc.virginia.gov

License Number:

084954

ABC LICENSE

License Type(s)

Wine and Beer On and Off Premises

Effective Period

MAY 01, 2020 TO APR 30, 2021 APR 21

Expiration Date:

Mixed Beverage Restaurant (Seating Capacity - 1 to 100 seats)

MAY 01, 2020 TO APR 30, 2021 APR 21

License Name & Trade Address

**Feral Ltd
Russia House Restaurant
724 Pine St
Herndon VA 20170-4660**

Establishment Type

Restaurant

Telephone Numbers

**(703) 787-8880
(703) 531-9611**

By Order of the Alcoholic Beverage Control Board

Maria J. K. Everett

Chair

**Fairfax County - TERRITORY # 70
Alexandria - Region 4
(703) 313-4432**



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2020PRODUCER
GRG INSURANCE AGENCY
GREGG GLOGOWSKI
404 PINE STREET SUITE 205TEL: 703-242-9302
FAX: 703-242-9306THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

VIENNA, VA 22180

INSURED
PERAL LTD
DBA: RUSSIA HOUSE RESTAURANT
724 PINE STREET
HERNDON, VA 20170
703-531-9611 EMAIL: ahdarugar@gmail.com

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONWIDE INSURANCE

23787

INSURER B: X

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	ACP 2404741723	11/01/19	11/01/20	EACH OCCURRENCE \$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		CLAIMS MADE X OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 2,000,000
	X	POLICY 03 PRO-JECT X LOC				
X	X	AUTOMOBILE LIABILITY	X	X	X	COMBINED SINGLE LIMIT (Ea accident) \$ X
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	X	HIRED AUTOS				
	X	NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ACP 2404741723	11/01/19	11/01/20	WC STATU-TORY LIMITS X OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE X INCL OFFICER/MEMBER EXCLUDED? EXCL				E L EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000
A		LIQUOR LIABILITY	ACP 2404741723	11/01/2019	11/01/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER ALSO LISTED AS ADDITIONAL INSUREDX
X
X
X
X
X

CERTIFICATE HOLDER

TOWN OF HERNDON
1777 Lynn Street
Herndon, VA, 20170

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gregg R. Glogowski/GRG

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MAXIMUMS APPROVED

SECTION 1004 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD 100 LBS. PER SQ FT.

OCCUPANCY LOAD 78 Tables & Chairs w/8 Bar Stools

USE GROUP A-2 Assembly Use, Restaurant

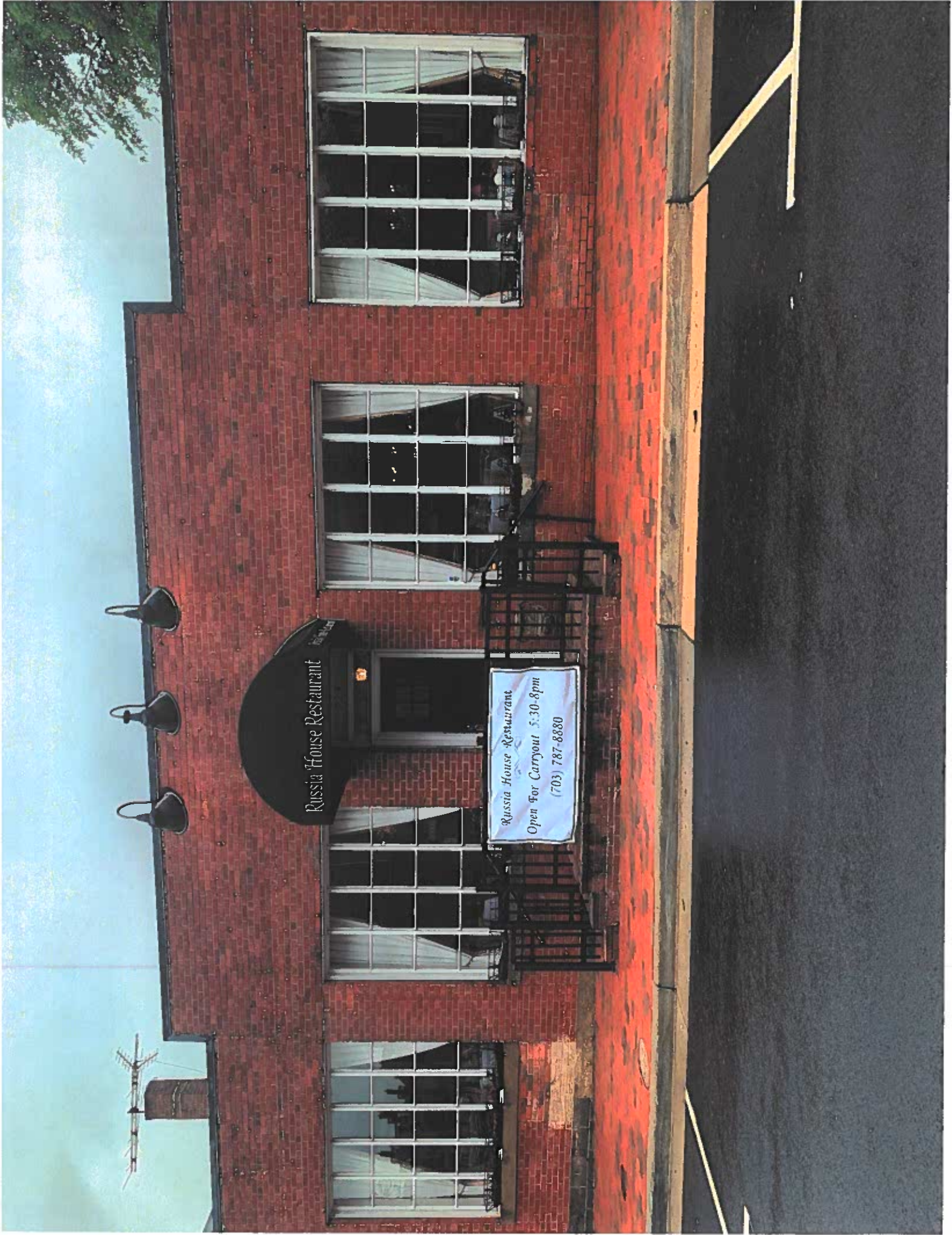
CONST. TYPE III-B ICC

FOR 724 Pine Street, Russia House Restaurant

APPROVED May 8, 2014

John Orin

BUILDING OFFICIAL



Russia House Restaurant

Russia House Restaurant
Open For Carryout 5:30-8pm
(703) 787-8880

2:40



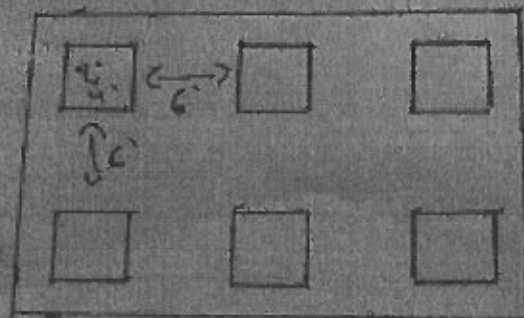
Herndon
Yesterday 7:48 PM

Edit

⦿ LIVE



Russia House



18'

28'

T-I
Ed@T-I
Ed@dCT
E

TOWN OF HERNDON BUILDING INSPECTIONS
P.O. BOX 427
HERNDON VA 20172

CERTIFICATE OF OCCUPANCY

PERMANENT

Issue Date 12/22/15

Parcel Number 0162 02 0272

Property Address . . . 724 PINE ST
HERNDON VA 20170

Subdivision Name . . .

Legal Description . . . HERNDON
724 PINE ST

Property Zoning CCD CENTRAL COMMERCIAL

Owner LLC 724 PINE

Contractor

Application number . . . 14-00000245 000 000

Description of Work . . CHANGE OF OCCUPANCY W/ NO ALTERATIONS

Construction type . . . TYPE III-B IBC

Occupancy type A-2 ASSEMBLY USE

Flood Zone

Special conditions . . .
Russia House
Construction Type: III-B IBC
Occupancy Type: Assembly/Restaurants
Fire Alarms: No
Fire Sprinkled: Hood Only
USBC Code Year: 2003
Occupant Load: 78 Tables & Chairs w/ 8 Bar Stools

Approved 
Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Sully's Pour House for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated May 29, 2020 between the Town of Herndon and **Sully's Pour House** for use of public property or public right-of-way for temporary outdoor dining, 754 Elden Street, #102, Herndon.

Permit Case Number: TODP20-007 Application Date: MAY 27 20

Property Address: 754 ELDEN STREET # 102 HERNDON VA 20170

Establishment Name: SULLY'S POUR HOUSE

Hours of Operation: X M X T X W X Th X F X S X Sun; from 11am-11pm

Applicant Information (Principal Operator of dining establishment):

Name: JENNA KUHN

Telephone No.: 7034640522 Email Address: JENNA@SULLYSPOURHOUSE.COM

Are you the property owner? N Y / N

Property Owner Information (if different from applicant):

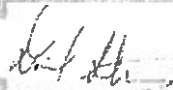
Property Owner Y / N Authorized Agent Acting on Behalf of the Property Owner Y / N

Name(s): GIL BLANKESPOOR

Mailing Address: 2003 LAKEPORT WAY RESTON VA 20191

Telephone No.: 7036206061 Email Address: GILBLANKESPOOR@GMAIL.COM

Zoning Administrator Approval:



Date: 5/29/2020

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☒ A plan which clearly shows the following:
- o dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of Insurance.

- o If requesting a location on town-owned property, execute the Temporary Outdoor Dining Use Agreement.
 - Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

☒ If alcohol will be served on site, a copy of Virginia ABC license.

☒ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area:

- a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
- b. Fencing / barriers must be installed (water-filled security barriers recommended);
- c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
- d. Any modification to the approved plan must be submitted and approved;
- e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
- f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the town. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.

2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:

- a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
- b. No more than ten patrons may be seated as a party.
- c. Tables at which dining parties are seated must be positioned six feet apart from other tables.

3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.

4. Hours of operation shall be limited to between 6 am and 11 pm.

5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment and retail sales.

6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.

7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas

8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.

9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.
2. This Agreement shall expire 100 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "Term").
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured.

This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

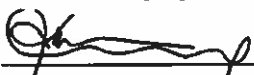
Commercial General Liability – Combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Policy shall be endorsed to name the Town as an additional insured.

Liquor Liability (if applicable) – \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS:

By:  _____

Its: Jenna Kuhn -Owner

TOWN OF HERNDON:

By:  _____
Town Manager

29 May 2020
Date



SULLY-1

OP ID: LT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Langford Insurance Agency, Inc 3107 Pine Oaks Way Herndon, VA 20171 Terry L Williams		703-938-3232		CONTACT Terry L Williams PHONE (A/C, No, Ext): 703-938-3232 FAX (A/C, No): 703-938-2855 E-MAIL: twilliams.langfordinsurance@verizon.net ADDRESS:	
INSURED Sully's Pour House (Messi Kuhns LLC dba) 42940 Golf View Drive Chantilly, VA 20152				INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP 0441608	05/30/2020	05/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP 0441508	05/30/2020	05/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP 0441608	05/30/2020	05/30/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0441609	05/30/2020	05/30/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Property			EPP 0441608	05/30/2020	05/30/2021	Property \$ 250,000
A	Liquor Liability			EPP 0441608	05/30/2020	05/30/2021	Liquor \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Herndon Virginia is an additional insured on the above general liability policy if required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

TOWN-01

Town of Herndon
777 Lynn Street
Herndon, VA 20170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Virginia Alcoholic Beverage Control Authority

2501 Hemmille Road • P.O. Box 27491 • Richmond, VA 23267-7491 • www.abc.virginia.gov

License Number

092413

ABC LICENSE

License Type(s)

Wine and Beer On Premises

Effective Period

JUL 01, 2019 TO JUN 30, 2020

Expiration Date

JUN 20

Mixed Beverage Restaurant (Seating Capacity - 1 to 100 seats)

JUL 01, 2019 TO JUN 30, 2020

JUN 20

License Name & Trade Address

Establishment Type

Restaurant

Messi Kuhns LLC

Telephone Number(s)

(703) 870-5555

Sullys Pour House

(240) 500-5988

754 Elden St Ste 102

Herndon VA 20170-4679

Fairfax County - TERRITORY # 70

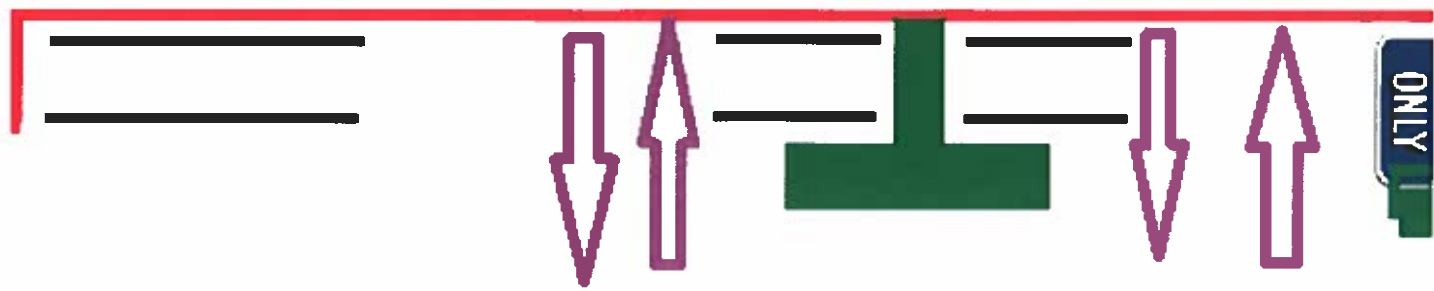
Alexandria - Region 4

(703) 313-4432

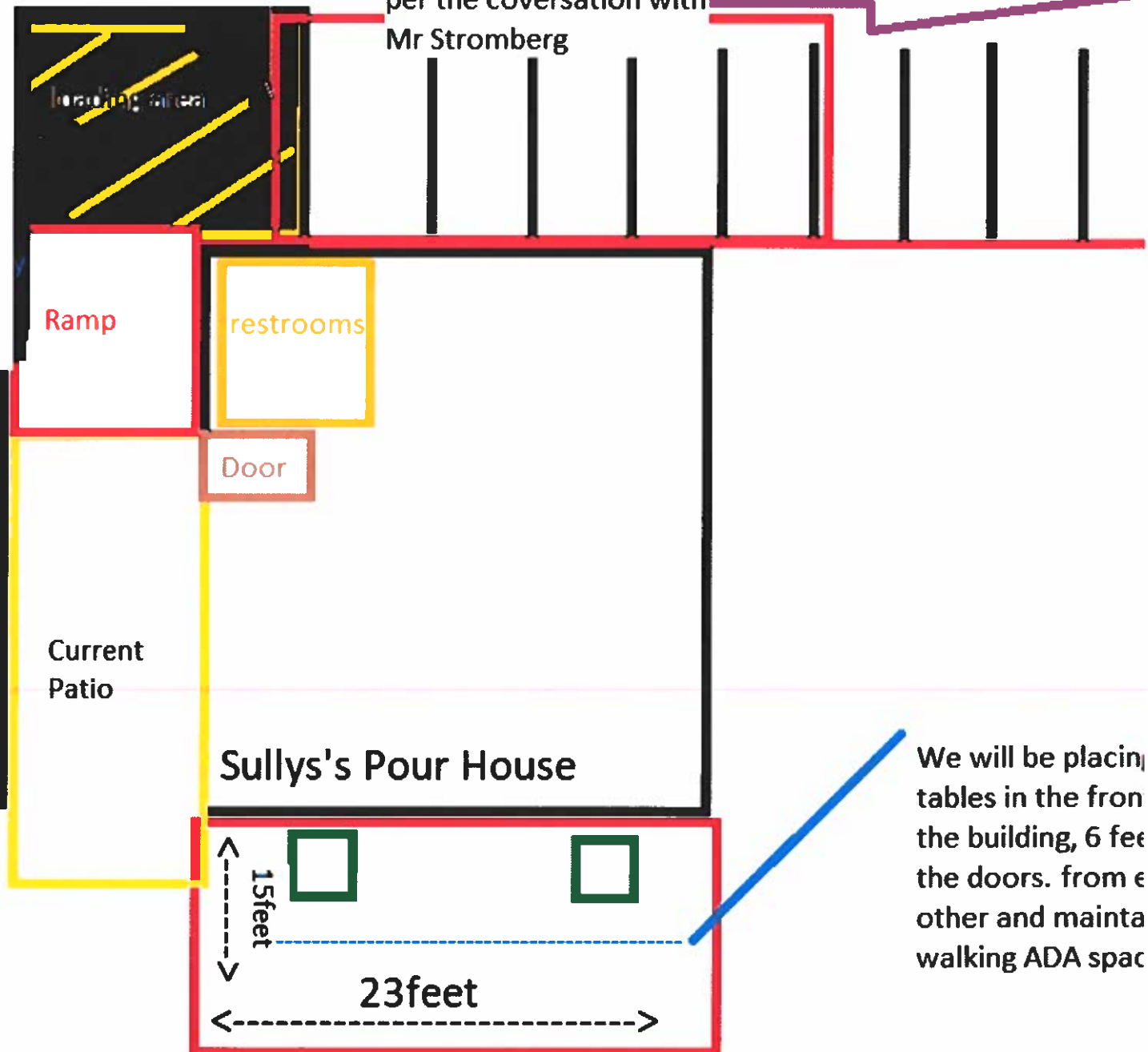
By Order of the Alcoholic Beverage Control Board

Chairman





We will be placing 10 tables in the 5 parking spots behind our behind per the coversion with Mr Stromberg



We will be placing tables in the front of the building, 6 feet from the doors. from each side to maintain walking ADA space

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 14, 2020

Resolution- to ratify a Temporary License Agreement between the Town of Herndon and Zeffirelli Ristorante Italiano for use of public property or public right-of-way for temporary outdoor dining.

WHEREAS, the Town of Herndon is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas; and

WHEREAS, due to the COVID-19 pandemic, indoor dining service for businesses were prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, pursuant to the Governor's Executive Orders, as amended; and Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended, the Town Manager was authorized to approve temporary license agreements for use of public property or public right-of-way for temporary outdoor dining.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the temporary license agreement dated June 30, 2020 between the Town of Herndon and **Zeffirelli Ristorante Italiano** for use of public property or public right-of-way for temporary outdoor dining, 728 Pine Street, Herndon.

Permit Case Number: TODP20- 016 Application Date: _____ 20 ____

Property Address: 728 Pine Street, Herndon, VA 20170

Establishment Name: ZEFFIRELLI RISTORANTE ITALIANO

Hours of Operation: ✓ M ✓ T ✓ W ✓ Th ✓ F ✓ S ✓ Sun; from 5 PM - to - 10 PM.

Applicant Information (Principal Operator of dining establishment):

Name: SYED HUSSAIN

Telephone No.: 703-318-7000 Email Address: ZEFL@AOL.COM

Are you the property owner? Yes Y / N

Property Owner Information (if different from applicant):

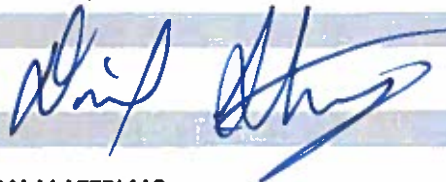
Property Owner ____ Y / N Authorized Agent Acting on Behalf of the Property Owner ____ Y / N

Name(s): SYED Z HUSSAIN

Mailing Address: 728 PINE STREET HERNDON, VA 20170

Telephone No.: 703 508-7769 (C) Email Address: ZEFL@AOL.COM

Zoning Administrator Approval:



Date:

6/25/2020

REQUIRED APPLICATION SUBMISSION MATERIALS

- ☐ Written authorization or signature from the property owner if the principal operator is not the property owner;
- ☐ A plan which clearly shows the following:
 - ✓ dimensions showing the layout and arrangement of the proposed outdoor seating area, including its overall dimensions, aisle widths, access to the adjacent building and restrooms, the locations of chairs, tables, umbrellas, barriers, and all other appurtenances to be located within the boundaries of the proposed outdoor seating area; if outdoor dining is located in a designated parking area, please show the location of available parking and identify traffic control measures.
 - o a copy of the Capacity Certificate for the establishment.
 - o If requesting a location on town-owned property: A Certificate of Insurance showing that the Town of Herndon and its employees, volunteers, and agents have been added as

additional insureds to the applicants' Business Liability Insurance and, if applicable, Liquor Liability Insurance. The endorsement to the policy showing that the Town et al. has been added to the policy is also required. If the policy has additional insured language required by contract, please attach that portion of the policy to the Certificate of insurance.

- o If requesting a location on town-owned property, execute the Temporary Outdoor Dining Use Agreement.
 - Town property consists of sidewalks adjacent to a public street, public parking lots, and public open spaces.

☒ If alcohol will be served on site, a copy of Virginia ABC license.

☒ Pictures (2-3) of the location of the outdoor dining.

CONDITIONS OF TEMPORARY OUTDOOR DINING PERMIT

1. Temporary outdoor dining area:
 - a. Must be located directly adjacent to the establishment, or a location within 100' of the establishment;
 - b. Fencing / barriers must be installed (water-filled security barriers recommended);
 - c. Concrete barriers, provided by the town, are required on town property used for outdoor dining;
 - d. Any modification to the approved plan must be submitted and approved;
 - e. The proposed dining operation and location will not significantly interfere with pedestrian traffic or otherwise constitute a health and safety risk;
 - f. The only permitted furniture within the temporary outdoor dining area are tables, chairs, and properly anchored umbrellas, unless specifically approved by the town. Tents with a capacity greater than 50 or other structures requiring a separate building permit are not permitted unless specifically approved by the town. Any proposed lighting must be approved by the town and any cables must be secured so as not to create a tripping hazard.
2. Must comply with all applicable Governor's Executive Orders, as amended, including, but not limited to:
 - a. Establishments must limit occupancy of both the establishment and the outdoor dining area to 50% of the lowest occupancy load on the certificate of occupancy.
 - b. No more than ten patrons may be seated as a party.
 - c. Tables at which dining parties are seated must be positioned six feet apart from other tables.
3. A copy of this permit must be kept on site at all times and a copy of the capacity certificate must be on display at all times.
4. Hours of operation shall be limited to between 6 am and 11 pm.
5. No other uses are permitted within the Temporary Outdoor Dining Area; including, but not limited to, live entertainment and retail sales.
6. No pets are permitted in Temporary Outdoor Dining Areas, except service animals.
7. No open flames, cooking or food prep is permitted in Temporary Outdoor Dining Areas
8. Businesses are responsible for properly disposing of all trash in approved private refuse containers.
9. This permit shall expire 100 days from the Approval Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first.

TEMPORARY LICENSE AGREEMENT – WHEN LOCATED ON TOWN PROPERTY

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement"), is made as of the date it is signed by the Herndon Town Manager (the "Effective Date"), by and between the TOWN OF HERNDON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "Town") and (the "Applicant") (collectively, the "Parties").

WHEREAS, the Town is the owner of the public property or right-of-way, including any adjacent sidewalks and green areas (the "Property"), as shown on EXHIBIT A – LICENSED AREA of the TEMPORARY OUTDOOR DINING PERMIT (the "Permit") attached hereto;

WHEREAS, due to the COVID-19 pandemic, indoor dining service for Applicant's business has been prohibited or limited by Executive Orders of Governor Northam; and

WHEREAS, the Parties desire to allow Applicant to enter upon the Property for the purpose of outdoor seating and dining (the "Use") in conjunction with the Applicant's business during the Term, as defined herein.

NOW, THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Town hereby grants Applicant temporary use of the property for the purposes described in the permit.
2. This Agreement shall expire 100 days from the Effective Date or 10 days from the lifting or repeal of any Executive Order limiting or prohibiting indoor dining service at the Applicant's business, whichever occurs first (the "term").
3. The applicant shall comply with the terms of the Permit and all applicable town, state, and federal laws and regulations and maintaining at all times any other permit(s) required under applicable law for the use.
4. The parties expressly agree and contract that there shall be no fee for the use of the Town property during this term only.
5. The permission to use the Property granted by this agreement is nonexclusive in nature, and the Town reserves the right to make concurrent use of the Property.
6. Applicant hereby assumes all risk of damage by reason of its occupation of the property caused by any defects therein or activity occurring thereon, whether caused by the negligence of the Town, its officers, agents, or employees, or otherwise, and the applicant hereby agrees to hold harmless and indemnify the Town, its officers, agents, and employees, from and against any such liability for such damage or injury to the extent permitted under the laws of the Commonwealth of Virginia.
7. Applicant shall secure, provide and maintain insurance to protect the Town of such type and in such amount as is described below naming the Town as an additional insured.

This agreement shall not take effect until evidence of insurance is provided to the Town and the Town gives the applicant written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

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

Liaver Liability (if applicable) - \$1,000,000. Policy shall be endorsed to name the Town as an additional insured.

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

8. Termination: The Town may terminate this Agreement upon 24 hours notice to Applicant for cause.
9. This Agreement is subject to ratification by the Town Council for the Town of Herndon pursuant to Ordinance #20-O-30.
10. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.
11. This Agreement contains the entire and only agreement between the parties and it supersedes and merges all pre-existing agreements. Any representations, understandings, promises and any conditions not expressly incorporated herein shall not be binding upon either party or their respective successors in interest.

WITNESS the following signatures and seals: BUSINESS.

By:

Its:

TOWN OF HERNDON:

By:

Town Manager

June 30, 2020

Date

Remove Pine Street

side walk



side walk

Station Drive

5- outdoor Tables

ZEFFIRELLI RESTAURANT

728 Pine Street

Herndon, VA. 20170

Parking Lot.



ZEFFRIS-01

CWHQOLERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Preferred Insurance Services, Inc 4035 Ridge Top Road, Suite 150 Fairfax, VA 22030		CONTACT Certificate Department PHONE (A/C, No, Ext): (703) 667-5940 FAX (A/C, No): (703) 991-4838 E-MAIL ADDRESS: certs@preferins.com		
INSURED Pine Street INC DBA Zeffirelli; Zulfar Family Limited Partnership 728 Pine St Herndon, VA 20170		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Erie Insurance Exchange		26271
		INSURER B : Hartford Accident And Indemnity Company		22357
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		X	Q97-1400629	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			Q97-1400629	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42WECEK9473	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			Q97-1400629	10/1/2019	10/1/2020	Each Common Cause 2,000,000
A	Liquor Liability			Q97-1400629	10/1/2019	10/1/2020	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The Town of Herndon and its employees, volunteers, and agents, 777 Lynn St., Herndon, VA 20170 have been added as an additional insured to the applicant's Business Liability Insurance.

CERTIFICATE HOLDER

CANCELLATION

The Town of Herndon
777 Lynn St
Herndon, VA 20170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: Q97-1400629

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The Town of Herndon and its employees, volunteers, and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations



VIRGINIA ALCOHOLIC BEVERAGE CONTROL AUTHORITY
2901 Hermitage Road · P O Box 27491 · Richmond VA 23261-7491

License Number: **39278**

ABC LICENSE

License Type(s):

Wine and Beer On and Off Premises

Effective Period

JAN 01, 2020 TO DEC 31, 2020

Expiration Date

DEC 20

Mixed Beverage Restaurant (Seating Capacity 101 to 150 seats)

JAN 01, 2020 TO DEC 31, 2020

DEC 20

License Name & Trade Address:

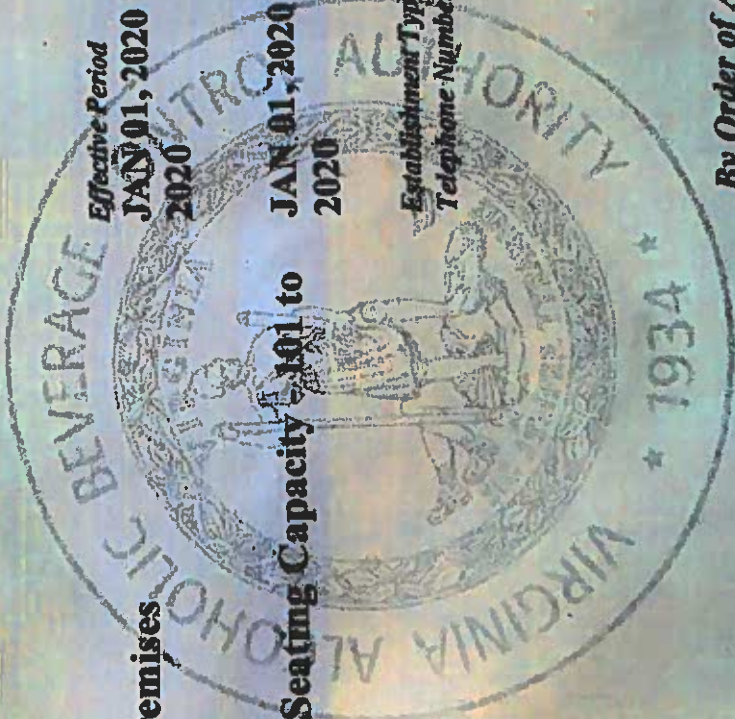
**Pine Street Restaurant Inc
Zeffirelli Ristorante Italiano
728 Pine St
Herndon VA 20170-4660**

Establishment Type: Restaurant
Telephone Numbers: 703-318-7000

**Fairfax County - TERRITORY # 70
Alexandria - Region 4
703-313-4432**

By Order of Alcoholic Beverage Control Board

Chairman



VIRGINIA
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTIONS

MAXIMUMS APPROVED

SECTION 1008.1 BOCA CODE AS ADOPTED BY THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE

LIVE LOAD 100 LBS. PER SQ. FT.

OCCUPANCY LOAD 104 Seats PERSON

USE GROUP A-2

CONST. TYPE 3-C

FOR 728 PINE Street Zeffirelli: 5+DIME CA

APPROVED 1/22/85
William Repton
BUILDING INSPECTOR

