



TOWN COUNCIL WORK SESSION AGENDA

Herndon Police Department – Community Room
397 Herndon Parkway, Herndon, VA 20170

Tuesday, March 21, 2023 | 7:00 p.m.

1. Call to Order

2. General

- a. Resolution to authorize the submission of a Creative Communities Partnership Grant Application/Virginia Commission for the Arts
- b. Resolution to authorize the Town Manager to sign an Amendment to Memorandum of Understanding with Northwest Federal Credit Union to host the 2023 Herndon Festival
- c. Resolution to award contract IFB #B-23-02, Herndon Community Center Natatorium HVAC Retrofit

3. Consent

- a. Resolution to repeal Resolution 20-G-13, State of Local Emergency and Disaster

4. Discussion

- a. FY 2024 Enterprise Funds Budget Discussion
- b. Organizational Orientation Discussion by the Town Manager and the Community Development Department and the Town Clerk's Office

5. Roundtable

6. Closed Meeting

- a. A closed meeting pursuant to Code of Virginia Section 2.2-3711 (A)(3) to consider the disposition of publicly held residential real estate where discussion in an open meeting would adversely affect the bargaining position or negotiation strategy of the public body

7. Adjournment



STAFF REPORT

Town Council
March 21, 2023

Title:

Resolution - to authorize the submission of a Creative Communities Partnership Grant Application/Virginia Commission for the Arts

Staff Contact:

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

Proposal/Description:

The Virginia Commission for the Arts matches local government contributions up to \$4,500 for grants to independent arts organizations for arts activities in the locality through redistribution to nonprofit arts organizations. To obtain grant requests, press releases announcing the program were sent to local media outlets, and nonprofit arts organizations located in the Town were notified. Applications were received from NextStop Theater Company and Arts Herndon.

A committee of citizens and business owners, consisting of Tom Finley, Lori Rayburn, and Doug Downer reviewed the applications, their adherence to the guidelines, and based on their perception of the proposal's impact within the community, recommend that the amount of \$4500.00 be considered for award as follows: Arts Herndon -\$3,000.; Next Stop Theatre \$1500.

Issue:

Approval requested from the Town Council to submit an application to the Virginia Commission for the Arts for a Creative Communities Partnership Grant in the amount of \$4,500.

Fiscal Impact:

The Partnership grant matches an equal expenditure of funds for arts activities given by the Town to any arts organizations. This is accomplished through the Town Council's approved FY2024 budget allocation for arts programming. A local government that has not approved its budget by the grant deadline may apply conditionally and confirm the application as soon as the budget has been approved. The Town then receives the Creative Communities Partnership grant and redirects the funds to the arts organization(s).

Staff Comments:

This year's grant process was consistent with previous years. Careful thought and consideration was given by the committee to both requests.

Recommendation:

Approve submittal of the 2023 Virginia Commission for the Arts Creative Communities Partnership grant application.

Staff:

Cindy S. Roeder, Director of Parks & Recreation

TOWN OF HERNDON, VIRGINIA

RESOLUTION

March 28, 2023

Resolution- to authorize the submission of a Creative Communities Partnership Grant Application/Virginia Commission for the Arts.

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

1. The Virginia Commission for the Arts provides grant monies to Virginia localities under the Creative Communities Partnership Grant for redistribution to nonprofit organizations for arts activities; and
2. The Town of Herndon has solicited grant applications from organizations and recommends that a \$4,500 grant be submitted for the proposal submitted by.
3. The funding for this program requires that the Town appropriate an equal or greater amount for arts activities in the community and recommends such funding be included in the proposed FY 2024 budget.
4. The Town Manager is authorized to submit an application to the 2023 Virginia Commission for the Arts Creative Communities Partnership grant program.

STAFF REPORT

Town Council – Work Session **March 21, 2023**

Title:

Resolution to authorize the Town Manager to sign an Amendment to Memorandum of Understanding with Northwest Federal Credit Union to host the 2023 Herndon Festival.

Staff Contact:

Cindy S. Roeder
703-435-6800 ext. 2123
cindy.roeder@herndon-va.gov

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

Description:

From 1980 until 2019 the Herndon Festival had been hosted annually in Herndon's downtown. In 2019, with the planned redevelopment of the downtown, including the Station Street surface lot (the carnival site), the Festival committee identified a new venue for the festival that allowed for both the carnival and many of the other festival elements. The Northwest Federal Credit Union (NWFCU) campus on the corner of Spring Street and Herndon Parkway was chosen and the event was held there in 2019 and again in a modified format with only the Carnival in 2022 pursuant to Memorandums of Understanding (MOU) with NWFCU.

The executive leadership and the board of NWFCU are amenable to serving as the host site for the 2023 Herndon Festival and amending the current MOU to reflect the return of entertainment, craft and business vendors, and the sale of alcohol. The Amendment is attached for review and consideration.

Fiscal Impact:

It is expected that there will be positive fiscal impact as Festival income has historically exceeded expenses.

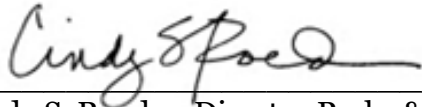
Staff Recommendation:

Authorize the Town Manager to sign the Amendment to Memorandum of Understanding with Northwest Federal Credit Union for the Herndon Festival.

Attachments:

Resolution
Amendment to Memorandum of Understanding
Herndon Carnival Memorandum of Understanding 2022

Prepared and Approved by:



Cindy S. Roeder, Director Parks & Recreation



Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

RESOLUTION

March 28, 2023

Resolution- to authorize the Town Manager to sign an Amendment to Memorandum of Understanding with Northwest Federal Credit Union to host the 2023 Herndon Festival.

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

1. The Town Council hereby authorizes the Town Manager to sign the Amendment to Memorandum of Understanding with Northwest Federal Credit Union dated March 28, 2023.
2. The Town Manager is authorized to sign and deliver this Amendment to Memorandum of Understanding on such a form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this Amendment.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

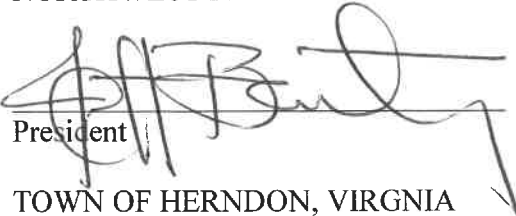
This Amendment to Memorandum of Understanding is made this 28th day of March 2023 by and between the Town of Herndon, Virginia ("Town") and Northwest Federal Credit Union ("Northwest").

NOW THEREFORE, Town and Northwest hereby agree the original Memorandum of Understanding dated March 22, 2022, is amended as follows:

1. The event shall take place on June 1-4, 2023.
2. The event will operate Thursday, June 1, 6-10pm, Friday, June 2, 5-11pm, Saturday, June 3, 7am-11pm and Sunday, June 4, 10am-7pm.
3. Northwest will provide use and access to restroom facilities for the staff, entertainers, designated VIP's and volunteers working in the command area.
4. Northwest will provide use and access to designated facilities for entertainers' hospitality and green room.
5. Northwest will permit the sale and consumption of alcohol in the mutually agreed upon and defined spaces allowable by the event's ABC permit.
6. Except as specifically amended or modified herein, the terms and conditions of the Memorandum of Understanding dated March 22, 2022, will remain in full force and effect through the term.

Approved by:

NORTHWEST FEDERAL CREDIT UNION


President
TOWN OF HERNDON, VIRGINIA

3/13/23
Date

William H. Ashton, II
Town Manager

Date

APPROVED AS TO FORM

Lesa J. Yeatts
Town Attorney

Date

APPROVED FOR SIGNATURE	
SF/STPM INITIALS/TITLE	3/13/2023 DATE

MEMORANDUM OF UNDERSTANDING

**Between
The Town of Herndon
And
Northwest Federal Credit Union**

This Memorandum of Understanding, "MOU", is made this 22nd day of March, 2022, between the Town of Herndon, hereafter referred to as the "Town," and Northwest Federal Credit Union, hereafter referred to as "Northwest." The Memorandum of Understanding provides the details for the partnership between the Town and Northwest for the event taking place on June 2-5, 2022, "the event."

I. PURPOSE:

The purpose of this Memorandum of Understanding is to establish the terms of a cooperative partnership between the Town and Northwest in order to promote and provide a unique event experience for the local community. The event will operate Thursday, June 2, 6-10pm, Friday, June 3, 5-11pm, Saturday, June 4, 7am-11pm and Sunday, June 5, 10am-7pm at the Northwest Federal Credit Union campus, 200 Spring Street, Herndon, VA, 20170.

The Town and Northwest will separately develop a sponsorship agreement between the two parties recognizing Northwest as the exclusive event title sponsor, at no cost, and outlining the associated expectations, responsibilities and benefits. Some of those elements may be referenced in this MOU.

II. DIVISION OF RESPONSIBILITY

The Town assumes final authority for any decisions made regarding the operation of the Event, to include acquiring any necessary permits, licenses and other permissions for the Event to be conducted. Both parties have agreed to the following duties and responsibilities related to production and operation of the Event.

Northwest will:

1. Provide a staff liaison who will meet with the Town staff to keep lines of communication open and ensure the event is coordinated in a timely manner as a whole. The liaison will work in conjunction with Town staff prior to the event and on site during the event and keep staff apprised of all issues or concerns throughout the planning and implementation process.
2. Provide use and access to the parking lot and parking garage located at 200 Spring St Herndon, VA, 20170 beginning up to two weeks prior to the event for set up and equipment delivery. Allow for equipment and materials (such as cones and barricades, tents, tables, chairs, light towers, distribution panels and generators, portable restrooms) to be dropped off and stored in the parking lot beginning the week before Memorial weekend.
3. Provide use and access to restroom facilities for the staff, designated VIP's and volunteers working in the command area.
4. Provide overnight use and access to a lockable space to secure a safe, and the radio cache, plus staff access during all operating hours of the event (including set up and closeout hours) to count money for the duration of the event.
5. Assist the Town with the advertising and promotion of the event, including distribution of marketing materials to local branches.
6. Provide volunteer information to employees to assist with operations during the event.
7. Provide contact information for event day and after hours assistance with parking garage access.

8. Provide access to electricity and water connectivity (if available). Permit the town to meter the utilities.
9. Provide to the exclusivity of other financial institutions, access to and use of the automated teller machines (ATM's) for the duration of the event. Details to be specified in the Herndon Event sponsorship agreement.
10. Permit the display of banners and signs during the event for purposes such as safety, direction, recognition, advertising or appreciation.
11. Permit the sale or promotion of goods and services by Town authorized vendors, civic and volunteer groups.
12. Recognize that by permitting use of the property by the town, the event is an open, public event and must conform to the laws and regulations of the state, including the right to Open Carry.

The Town will:

1. Coordinate all aspects of operations and set-up for the event layout.
2. Designate the Director and Deputy Director of Parks and Recreation to serve as the event Supervisors who will meet regularly with Northwest to keep lines of communication open, ensure the event is coordinated as a whole, and establish the event layout.
3. Provide at least six (6) additional Town staff to be on site to coordinate all aspects of the event to include (but not limited to) carnival, food vendors, sponsors, and serve as crowd managers in the event of an incident or emergency. Provide, schedule and supervise all staff and volunteers necessary to operate the event.
4. Provide a timeline of basic functions to serve as a guide for production of the event. Changes to the timeline may be reviewed at planning meetings or made at any time with agreement by both parties.
5. Contract event security as needed, and establish a security plan, including access and egress from all potential entry points/buildings.
6. Secure all talent, sound, vendors, permits and sponsors for the event.
7. Arrange for health department and/or fire marshal inspection as required.
8. Arrange for use of available public and/or private parking lots for general public and vendor parking and control access to the parking deck during the event.
9. Arrange for a shuttle bus service to transport attendees and others to the event from designated off-site parking areas.
10. Secure the assistance of the Department of Public Works (DPW) for event set up, site maintenance and clean up, setup and strike of all equipment, materials and supplies for the event.
11. Provide all materials (cones, barricades, signs, tents, portable restrooms) for the event.
12. Recruit and coordinate all vendors and contractors for the execution of the event, including but not limited to artists, food vendors, commercial vendors, sponsors, civic, and volunteer groups.
13. Work with Northwest representative on the overall event layout, including the carnival, booths, and other activities.
14. Remove all trash, debris, equipment and materials from the Northwest campus no later than the Tuesday following the Event. Indoor spaces will be returned to normal operations upon staff departure on Sunday evening. Parking lot cleanup will continue into Monday. Access to parking for the Northwest staff will be available at the start of the business day on Monday, except in a designated area where Town or rental equipment will be removed throughout the business day.
15. The Herndon Police Department will provide an on-site presence to oversee safety for participants, property and vehicles during event hours.
16. Develop and execute a regional Event marketing plan, using multiple channels and recognizing

- Northwest for their assistance with the operation of the event as outlined separately in the event sponsorship agreement. Northwest shall be the exclusive financial institution sponsor.
17. Provide certificate of insurance naming Northwest as an additional insured.
 18. Indemnify Northwest, to the fullest extent permitted by law, for any controversy, claim, demand or other cause of action related, directly or indirectly, to the Event, unless the controversy, claim or demand results from Northwest's reckless or intentional misconduct.

III. FINANCIAL AGREEMENT:

All (100%) of the Event registration and sponsorship fees will be allocated to the Town to offset the overall production of the event.

The Town may incur financial obligations under the terms of this Agreement only to the extent that the Herndon Town Council annually approves such appropriations to satisfy payment of said obligations.

The Town will reimburse Northwest for the use of utilities (water, electricity) as recorded by town provided meter.

IV. DEFAULT

Northwest shall be in default if Northwest breaches any material term or condition of this Agreement. The Town shall be in default if the Town breaches any material term or condition of this Agreement.

In the event of default, the non-defaulting party shall give written notice to the defaulting party identifying the alleged breach of this Agreement, and the defaulting party shall have sixty (60) days from the date of notice to cure the breach to the reasonable satisfaction of the non-defaulting party. If the defaulting party fails to cure such breach within the sixty (60) day period set forth herein, this Agreement may be terminated by the non-defaulting party by giving an additional thirty (30) days' written notice to the breaching party.

V. MISCELLANEOUS PROVISIONS

- A. Amendment. This Agreement may be amended at any time by mutual agreement of the Town and Northwest. In order to be valid and binding, any amendment to this Agreement must be in writing and signed by the Town and Northwest.
- B. Assignment. Northwest may not assign any of its rights or obligations under this Agreement without the express written consent of the Town.
- C. Authority. The Town and Northwest each represent that it has the right to enter into this Agreement.
- D. Counterparts. This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
- E. Entire Agreement. This Agreement constitutes the entire Agreement between the Town and Northwest with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written and oral, between them with respect to the subject matter of this Agreement.

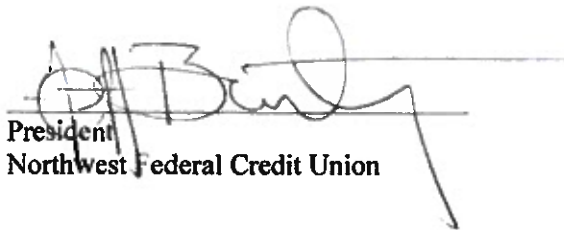
- F. **Governing Law.** This Agreement and its terms are governed by the laws of the United States and the Commonwealth of Virginia, the ordinances and regulations of Fairfax County, and the ordinances and regulations of the town.
- G. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
- H. **Severability.** If any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected.
- I. **Waiver.** No waiver by Town of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

In the event of a complete cancellation of the event due to "acts of God" (e.g. severe and/or dangerous weather conditions, etc.), or Town Council action, all parties hereby agree to assess possible postponement and/or rescheduling options.

VI. TERM AND TERMINATION

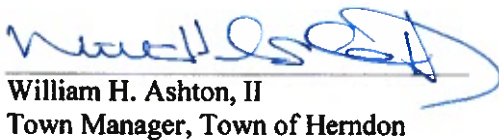
1. This Agreement will be in effect for one year from the date of signature, unless terminated sooner ("Initial Term"). At the end of the Initial Term this Agreement will automatically renew for one additional term, unless either party provides written notice of its intention not to renew no later than 60 days prior to the end of the then-current term.

Approved by:


President
Northwest Federal Credit Union

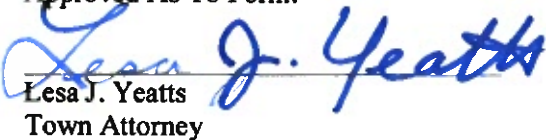
3/17/22
Date

APPROVED FOR SIGNATURE	
KRP	3/17/2022
SUPPLEMENT	DATE


William H. Ashton, II
Town Manager, Town of Herndon

3/21/22
Date

Approved As To Form:


Lesa J. Yeatts
Town Attorney

3/18/22
Date



STAFF REPORT

Town Council
March 21, 2023

Title:

Resolution to award contract IFB #B-23-02, Herndon Community Center Natatorium HVAC Retrofit

Staff Contact:

Scott Robinson, P.E., Director of Public Works
(Phone) 703-435-6853
(E-mail) scott.robinson@herndon-va.gov

Background:

The dual Pool Pak units and boilers serving the natatorium are reaching the end of their life cycle and have required significant repairs in recent years. The project includes replacement of the Pool Pak units, boilers, installation of a new ultraviolet disinfection system, structural modifications and curbing for the new units, roofing work, and controls for the new systems.

On February 1, 2023, contract IFB #B-23-02, Herndon Community Center Natatorium HVAC Retrofit, was advertised on eVA, the state procurement site. On March 8, 2023, bid opening was held and the following bids were received:

BID #	BIDDER	BASE BID
1	Adrian L. Merton, Inc	\$ 2,437,703.00
2	Service Mechanical, Inc	\$ 2,198,095.00
3	Capital Boiler Works, Inc	\$ 2,497,458.00
4	Heritage Mechanical, LLC	\$ 2,690,000.00
5	Paramount Mechanical Corp.	\$ 2,431,720.00

The low bidder, Service Mechanical, Inc., has been found to be responsive and responsible.

Fiscal Impact:

Funds to support this contract are available from funds received through the American Rescue Plan (ARPA). Staff recommends a contingency in the amount of \$330,000.00, which is approximately 15% of the contract amount, to be authorized.

Staff Recommendation:

Staff recommends that the Town Council of the Town of Herndon, Virginia:

1. Award contract IFB #B-23-02, Herndon Community Center Natatorium HVAC Retrofit, to Service Mechanical, Inc. in the amount of \$2,198,095.00.
2. Authorize a contingency of \$330,000.00.
3. Authorize the Town Manager or his designee to approve contract modifications (change orders) that increase project scope and costs, utilizing the project contingency.

Attachment:

Draft Resolution

Staff:

A handwritten signature in blue ink, appearing to read 'Scott Robinson', is written over a horizontal line.

Scott Robinson, P.E.
Director of Public Works

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 28, 2023

Resolution- to award contract IFB #B-23-02, Herndon Community Center Natatorium HVAC Retrofit

WHEREAS, the Herndon Community Center Natatorium HVAC Retrofit is in the Capital Improvement Program; and

WHEREAS, Contract #B-23-02, Herndon Community Center Natatorium HVAC Retrofit, was advertised on February 1, 2023; and

WHEREAS, Five (5) bids were received and opened on March 8, 2023 with the results as follows:

BID #	BIDDER	BASE BID
1	Adrian L. Merton, Inc	\$ 2,437,703.00
2	Service Mechanical, Inc	\$ 2,198,095.00
3	Capital Boiler Works, Inc	\$ 2,497,458.00
4	Heritage Mechanical, LLC	\$ 2,690,000.00
5	Paramount Mechanical Corp.	\$ 2,431,720.00

and;

WHEREAS, the low bid submitted by Service Mechanical, Inc. in the amount of \$2,198,095.00 was found to be a responsive and responsible bid; and

WHEREAS, it is staff's recommendation to award the contract to the responsive and responsible low bidder, Service Mechanical, Inc.; and

WHEREAS, staff recommends in addition to the contract that a contingency of \$330,000.00, which is approximately 15 percent of the bid, be authorized; and

WHEREAS, funds to support this contract are available through funds received from the American Rescue Plan (ARPA); and

NOW, THEREFORE BE IT RESOLVED the Town Council of the Town of Herndon, Virginia, hereby awards Contract #B-23-02, Herndon Community Center Natatorium HVAC Retrofit, to **Service Mechanical, Inc.**, in the amount of **\$2,198,095.00**, and hereby authorizes the Mayor to sign the contract.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes a contingency of **\$330,000.00**.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Town Manager or his designee to approve and effectuate contract modifications (change orders) that increase project scope and costs, utilizing the project contingency.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 28, 2023

Resolution – to repeal Resolution 20-G-13, State of Local Emergency and Disaster.

The outbreak of the COVID-19 pandemic created an emergency of sufficient severity and magnitude to warrant a declaration that a local emergency and disaster existed in the Town of Herndon pursuant to Virginia Code Sections 44-146.16 and 44-146.21. Resolution 20-G-13 to declare a State of Local Emergency and Disaster was adopted by the Town Council on March 24, 2020.

All emergency actions in response to COVID-19 have been taken and the public health emergency triggered by COVID-19 has diminished to the point that it no longer necessitates a state of local emergency and disaster.

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

1. Resolution 20-G-13, adopted on March 24, 2020, to declare a State of Local Emergency and Disaster is repealed.
2. This Resolution shall be in effect from the date of its adoption.