

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
September 14, 2021
7:00 PM**

CALL TO ORDER

1. Pledge of Allegiance to the Flag of the United States of America
2. Roll Call & Determination of Quorum

APPROVAL OF MINUTES

- | | |
|--------------|---|
| May 18, 2021 | Town Council Work Session Draft Minutes |
| May 25, 2021 | Town Council Public Hearing Draft Minutes |

COMMENTS

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

PUBLIC HEARINGS

6. Ordinance 21-O-21, to approve and authorize the Mayor to sign a third lease amendment to T-Mobile Northeast LLC to revise the approved equipment list and premises description at the Town's Alabama Drive Water Tower
7. Ordinance 21-O-10, to amend Chapter 46 (OFFENSES), Article II (Firearms, Crossbows, and Pneumatic Guns), to amend definitions and to create a new Section 46-60 (Possession of Firearms on Town Property), to prohibit the possession, carrying, or transportation of any firearms, ammunition, or components or combination thereof on Town property, in Town buildings or on certain other areas owned by the Town

CONSENT

8. Resolution 21-G-74, to approve a temporary license agreement to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for an event
9. Resolution 21-G-75, to approve a Temporary License Agreement to use a designated public space in the alley adjacent to and behind Aslin Beer Company for an outdoor event

10. Resolution 21-G-76, to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT Revenue Sharing Program funds towards the VDOT administered East Elden Street Widening & Improvements (UPC 50100) project
11. Resolution 21-G-77, to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT Revenue Sharing Program funds towards the East Elden Street and Herndon Centre Signalization project

Future Town Council Meetings

September 21, 2021	Town Council Work Session	7:00 PM
September 28, 2021	Town Council Public Hearing	7:00 PM
October 5, 2021	Town Council Work Session	7:00 PM
October 12, 2021	Town Council Public Hearing	7:00 PM

TOWN OF HERNDON, VIRGINIA

ORDINANCE

SEPTEMBER 14, 2021

Ordinance - to approve and authorize the Mayor to sign a third lease amendment to T-Mobile Northeast LLC to revise the approved equipment list and premises description 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 Third Amendment to Deed of Lease dated September 14, 2021. This instrument amends the original Deed of Lease dated May 5, 2009, the First Amendment to Deed of Lease dated June 9, 2015, and the Second Amendment to Deed of Lease dated January 29, 2019.
2. This instrument updates the approved equipment list. Equipment changes include the addition of 1 Power Protection Cabinet up to 40" x 24" x 10" and 1 Meter up to 18" x 12" x 6".
3. This instrument approves revising the upper size limit of Equipment Cabinets from a quantity of 3 to 4 and from 63" x 51" x 37" up to 64" x 52" x 37", Remote Radio Units (RRU's) from a quantity of 3 to 6 and from 17" x 7.2" x 19.7" up to 17" x 15" x 12", Antennas from 56.6" x 12.9" x 8.7" up to 98" x 24" x 10", Coax and/or Fiber Hybrid Cables from a quantity of 18 to 15 and from 7/8" D up to 2" D, and 25KW Diesel Generator from 83" x 38" x 72" up to 96" x 38" X 90".
4. 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.

THIRD AMENDMENT TO DEED OF LEASE

This Third Amendment to Deed of Lease ("Third Amendment"), is made this 14th day of September 2021 by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("Town") and **T-MOBILE NORTHEAST LLC**, a Delaware limited liability company ("Lessee").

WHEREAS, Town and Lessee entered into that certain Deed of Lease dated May 5, 2009, as amended by the First Amendment to Deed of Lease dated June 9, 2015, as amended by the Second Amendment to Deed of Lease dated January 29, 2019 (collectively referred to herein as the "Lease") whereby the Town leased to Lessee a portion of the Town's property and space on the Alabama Drive Water Tower located at 624 Alabama Drive, Herndon, Fairfax County, Virginia 20170 (the "Premises"); and known as Site Number 7WAC315N to Lessee; and

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

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 Third Amendment are in full force and effect, with no defenses or offsets thereto.

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 Third Amendment.
2. Exhibit B-1 is deleted in its entirety and replaced with Exhibit B dated September 14, 2021, Exhibit C-2 is deleted in its entirety and replaced with Exhibit C dated September 14, 2021, both are attached hereto and incorporated herein.
3. Lessee is hereby granted the modification of its premises description as described in Exhibit B dated September 14, 2021 and its equipment list as described in Exhibit C dated September 14, 2021, both attached hereto and incorporated herein.
4. 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 Third Amendment.
5. This Third Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
6. Lessee represents and warrants to Town that the consent or approval of any third party has either been obtained or is not required with respect to the execution of this Third Amendment.

7. 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 Third Amendment conflicts with the terms of the Lease, the terms and provisions of this Third Amendment shall prevail.
8. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

TOWN:

TOWN OF HERNDON, VIRGINIA

BY: _____
Sheila A. Olem
Mayor

ATTEST:

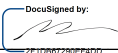
Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

LESSEE:

T-MOBILE NORTHEAST LLC

BY:  _____
DocuSigned by:
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NAME: JAMES SIMON _____

TITLE: Director _____

TMO
Legally
I
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signed by
TMO Legal
Date:
2021.08.06
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Lessee Site ID: 7WAC315N

Exhibit B
September 14, 2021

The premises shall consist of the following:

1. The Ground Space, consisting of approximately 360 square feet for placement of equipment cabinets 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", dated September 14, 2021).
3. The Access easement.
4. The Utility Easements.
5. The Generator Space.
6. The premises are depicted on the attached drawings.

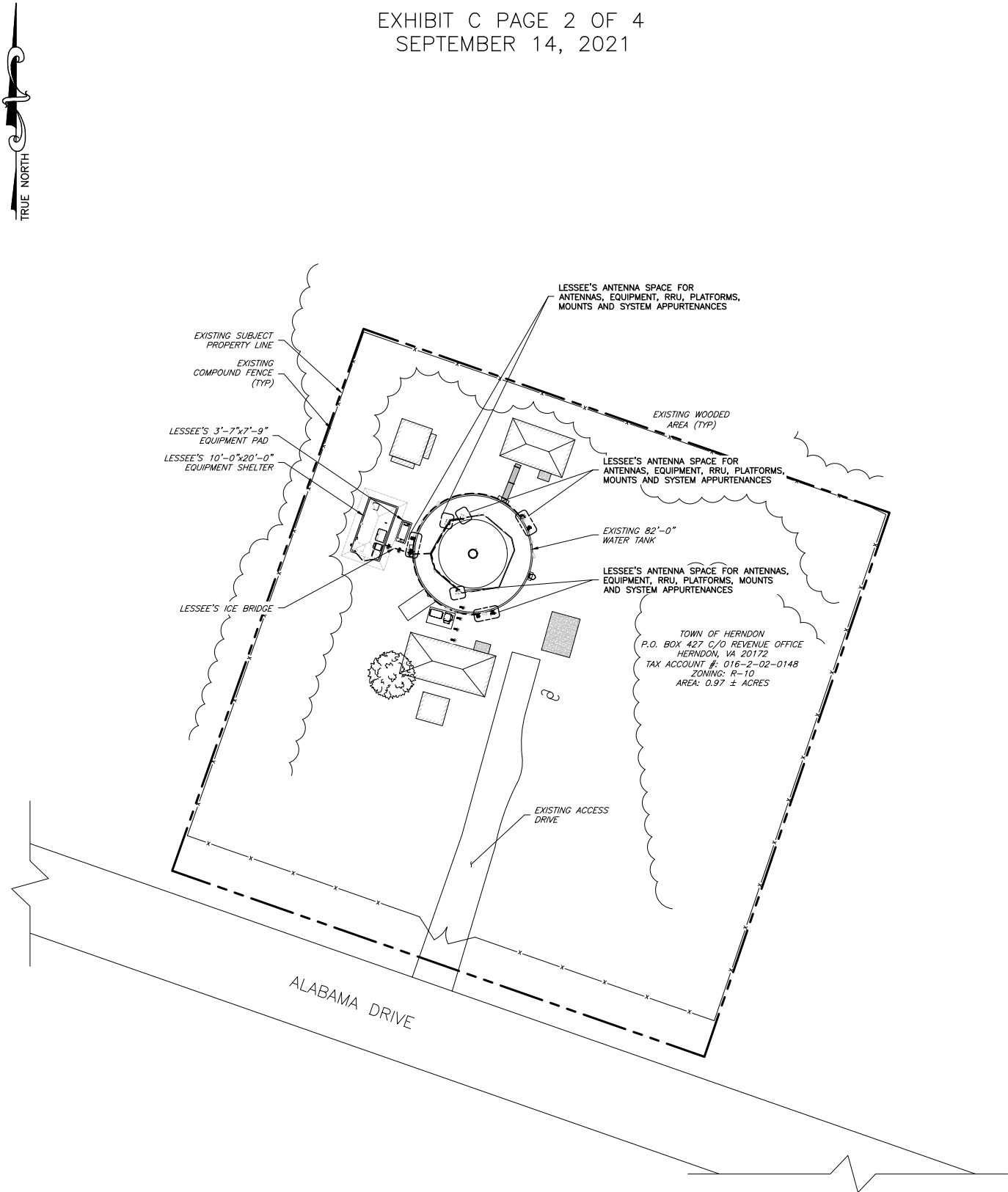
Nothing in this legal description shall convey to Lessee any rights in the Property other than what are specifically described in this Deed of Lease as to the Premises.

Exhibit C
Page 1 of 4
September 14, 2021

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

Quantity	Type	Approximate Size (H x W x D)
1	Equipment Shelter	10' x 20' (W x D)
1	Generator Enclosure	10' x 15' (W x D)
4	Equipment Cabinets	Up to 64" x 52" x 37"
9	Antennas	Up to 98" x 24" x 10"
6	Remote Radio Units (RRU's)	Up to 17" x 15" x 12"
15	Coax and/or Fiber Hybrid Cables	Up to 2" in Diameter
1	Meter	Up to 18" x 12" x 6"
1	Power Protection Cabinet	Up to 40" x 24" x 10"
1	25kW Diesel Generator	Up to 96" x 38" x 90"

EXHIBIT C PAGE 2 OF 4
SEPTEMBER 14, 2021



SITE PLAN

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
6095 MARSHALEE DRIVE, SUITE 300
ELK RIDGE, MD 21075
(410) 712-7092

T-Mobile

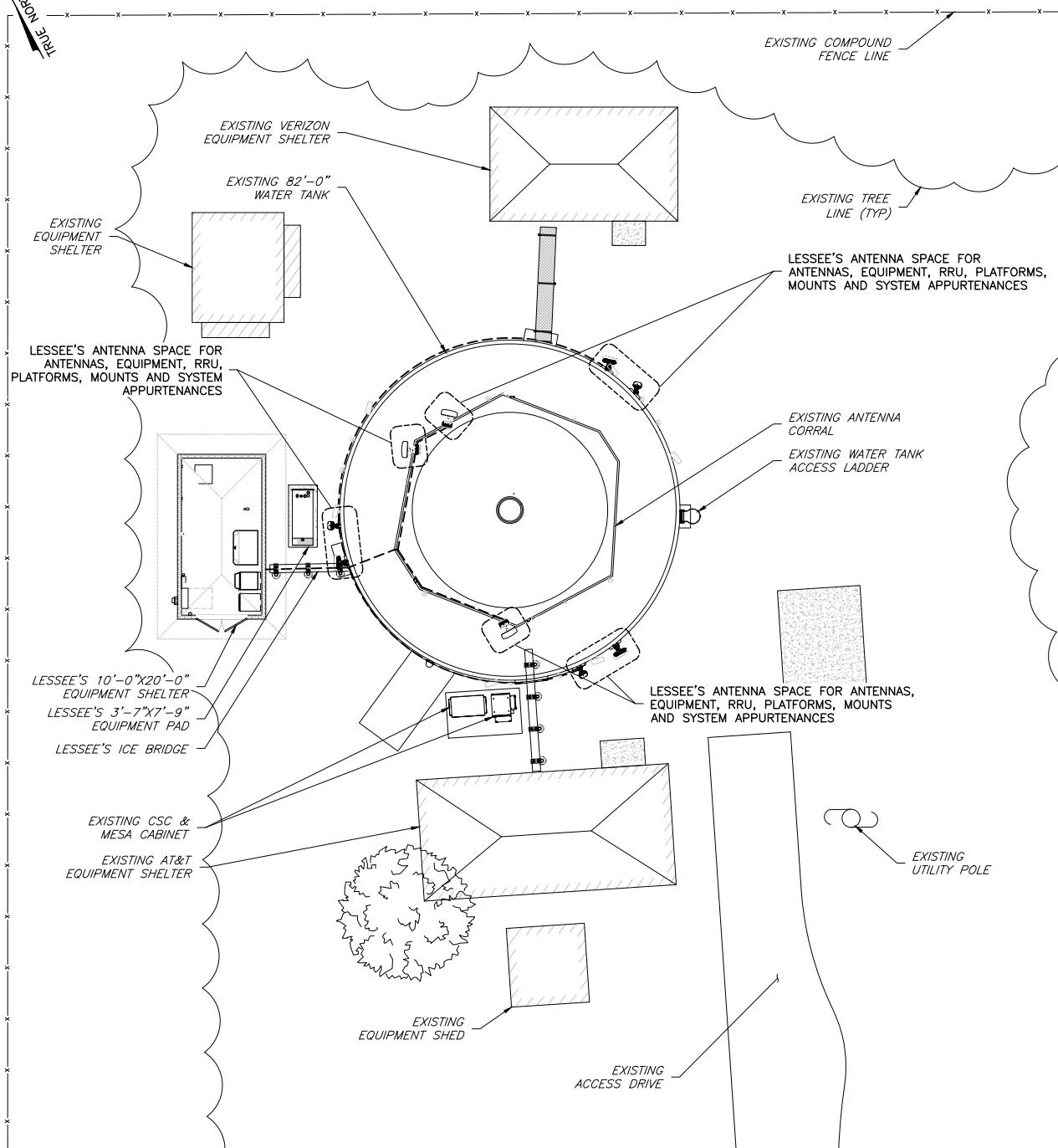
T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAC315N
HERNDON WATER
624 ALABAMA DRIVE
HERNDON, VA 20170
TOWN OF HERNDON

SUBMITTALS	
A	06/09/21
B	06/23/21
C	09/14/21

EXHIBIT C PAGE 3 OF 4
SEPTEMBER 14, 2021



COMPOUND PLAN

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
6095 MARSHALEE DRIVE, SUITE 300
ELK RIDGE, MD 21075
(410) 712-7092

T-Mobile

T-MOBILE NORTHEAST LLC

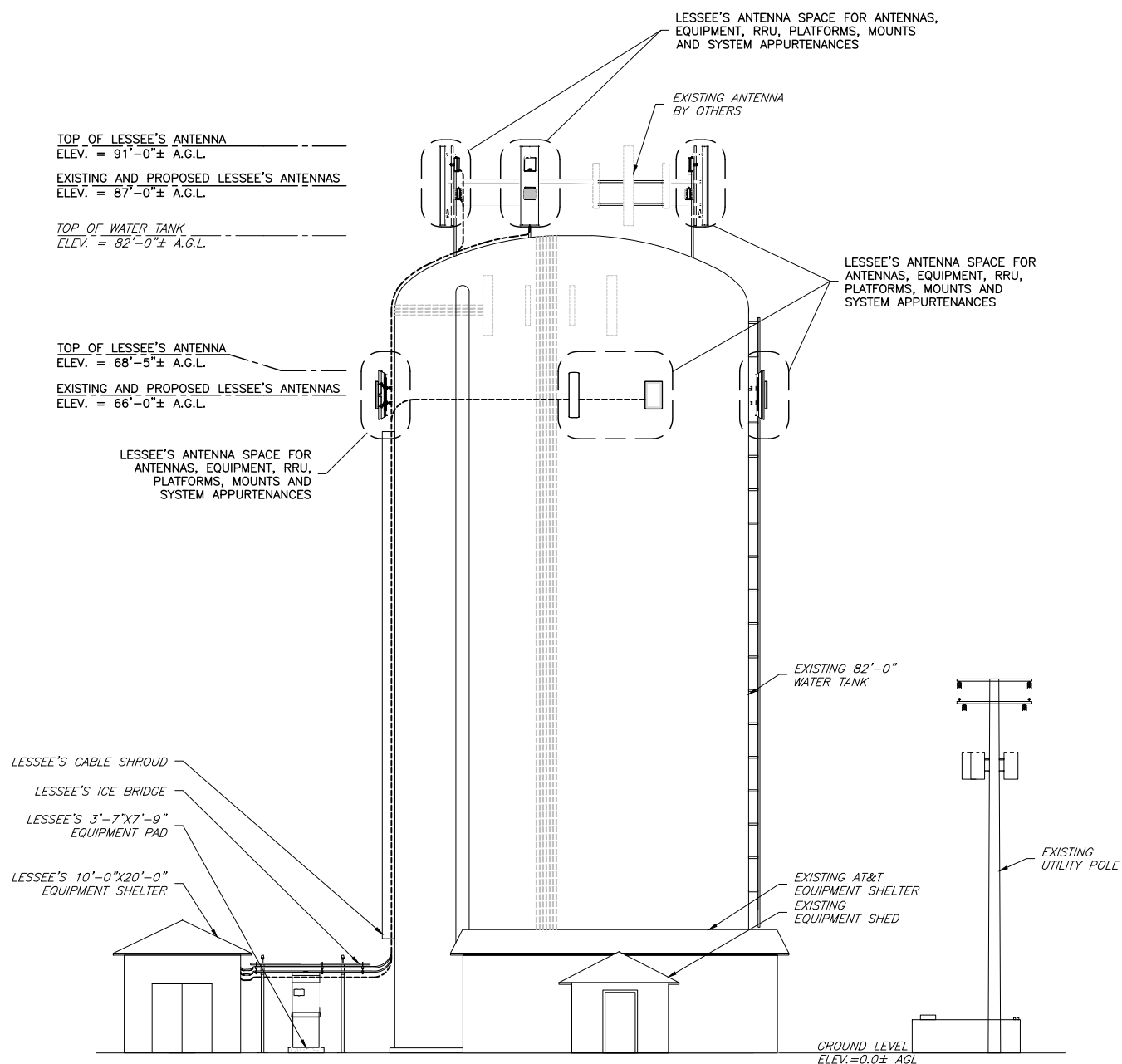
12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAC315N
HERNDON WATER
624 ALABAMA DRIVE
HERNDON, VA 20170
TOWN OF HERNDON

SUBMITTALS

A	06/09/21
B	06/23/21
C	09/14/21

EXHIBIT C PAGE 4 OF 4
SEPTEMBER 14, 2021



ELEVATION

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
6095 MARSHALLEE DRIVE, SUITE 300
ELK RIDGE, MD 21075
(410) 712-7092

T-Mobile

T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
OFFICE: (240) 264-8600
FAX: (240) 264-8610

7WAC315N
HERNDON WATER
624 ALABAMA DRIVE
HERNDON, VA 20170
TOWN OF HERNDON

SUBMITTALS

A	06/09/21
B	06/23/21
C	09/14/21

1 **TOWN OF HERNDON, VIRGINIA**

2 **ORDINANCE**

3 **SEPTEMBER 14, 2021**

4
5 **Ordinance– to amend Chapter 46 (OFFENSES), Article II (Firearms,**
6 **Crossbows, and Pneumatic Guns), to amend definitions and to**
7 **create a new Section 46-60 (Possession of Firearms on Town**
8 **Property), to prohibit the possession, carrying, or**
9 **transportation of any firearms, ammunition, or components or**
10 **combination thereof on Town property, in Town buildings or**
11 **on certain other areas owned by the Town.**

12
13 **BE IT ORDAINED** by the Town Council for the Town of Herndon, Virginia that:

- 14 1. Chapter 46 (OFFENSES), Herndon Town Code (2000), is amended as follows:

15 **CHAPTER 46 – OFFENSES**

16 **ARTICLE II. – FIREARMS, CROSSBOWS, AND PNEUMATIC GUNS**

17 ***

18 Sec. 46-56. Definitions

19 ***

20 ***Ammunition** means a cartridge, pellet, ball, missile or projectile adapted for use in a*
21 *firearm.*

22 ***

23 ***Sec. 46-60. Possession of Firearms on Town Property***

24 ***(a) Firearms, ammunition, or components or combination thereof prohibited in***
25 ***certain areas:***

26
27 ***(1) The possession, carrying, or transportation of any firearms, ammunition,***
28 ***or components or combination thereof is prohibited in the following areas:***

29
30 ***a. In any building, or part thereof, owned or used by the town, or by***
31 ***any authority or local government entity created or controlled by***
32 ***the town, for governmental purposes.***

33
34 ***b. In any public park owned or operated by the town, or any authority***
35 ***or local government entity created or controlled by the town.***

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- c. *In any recreation or community center facility operated by the town, or any authority or local government entity created or controlled by the town.*
 - d. *In any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used for an official town-sponsored event [For purposes of this Section, official town-sponsored event means an event as designated by the Town Manager]*
 - e. *In buildings not owned by the town, or any authority or local government entity created or controlled by the town, this Section shall apply only to the part of the building used for a governmental purpose and when such building, or part thereof, is being used for a governmental purpose.*
 - f. *In parks located in the town that are owned or operated by or in conjunction with one or more other localities, provided that all participating localities enact an ordinance containing a prohibition substantially similar to that imposed by Paragraph (1)b. above and the governing body passes a resolution or other measure agreeing to the application of each such ordinance within the parks located in each such locality.*

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(2) *Pursuant to this Section, the Town Manager is authorized to implement security measures that are designed to reasonably prevent the unauthorized access of such buildings, parks, recreation or community center facilities, or public streets, roads, alleys, or sidewalks or public rights-of-way or any other place of whatever nature that is open to the public and is being used for an official town-sponsored event, by a person with any firearms, ammunition, or components or combination thereof, such as the use of metal detectors and increased use of security personnel.*

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71

(3) *The provisions of this Section shall not apply to the following:*

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- a. *The activities of (i) a Senior Reserve Officers' Training Corps program operated at a public or private institution of higher education in accordance with the provisions of 10 U.S.C. § 2101 et seq., or (ii) any intercollegiate athletics program operated by a public or private institution of higher education and governed by the National Collegiate Athletic Association or any club sports team recognized by a public or private institution of higher education where the sport engaged in by such program or team involves the*

80 use of a firearm. Such activities shall follow strict guidelines
81 developed by such institutions for these activities and shall be
82 conducted under the supervision of staff officials of such
83 institutions.

84
85 b. Sworn law enforcement personnel.

86
87 c. Security personnel hired as employees or contracted by the town,
88 or other local government entity created or controlled by the town
89 in whole or in part, when such personnel are present and working
90 in any building or other location set forth in Paragraph (1) and who
91 are authorized to carry firearms as part of their duties.

92
93 d. The activities of educational programs and events, including static
94 displays and historical reenactments, conducted or permitted by
95 the town or local government entity created or controlled by the
96 town, when such educational programs and events involve the use
97 or display of firearms that are not loaded with projectiles.

98
99 e. Individuals who are authorized to carry a concealed firearm
100 pursuant to the Law Enforcement Officers Safety Act, 18 U.S.C. §§
101 926B and 926C, as amended.

102
103 f. Active duty military personnel acting within the scope of their
104 official duties.

105
106 g. The possession and carrying of weapons in a town building
107 operating as a courthouse shall be governed by the provisions of Va.
108 Code § 18.2-283.1, as amended.

109
110 h. An otherwise lawfully possessed firearm, ammunition, components
111 or combination thereof that is stored out of sight in a locked private
112 motor vehicle that is lawfully parked on town property or a public
113 street.

114
115 i. Private security officers licensed by the Virginia Department of
116 Criminal Justice Services providing security for an official town -
117 sponsored event.

118
119 j. The lawful possession of a concealed handgun pursuant to a valid
120 concealed handgun permit.

121
122 (4) Notice of ordinance.
123

124 a. *Notice of this ordinance shall be posted (i) at all entrances of any*
125 *building, or part thereof, owned or used by the town, or any*
126 *authority or local governmental entity created or controlled by the*
127 *town, for governmental purposes; (ii) at all entrances of any public*
128 *park owned or operated by the town, or any authority or local*
129 *governmental entity created or controlled by the town; (iii) at all*
130 *entrances of any recreation or community center facilities operated*
131 *by the town, or any authority or local governmental entity created*
132 *or controlled by the town; and (iv) at all entrances or other*
133 *appropriate places of ingress and egress to any public street, road,*
134 *alley, or sidewalk or public right-of-way or any other place of*
135 *whatever nature that is open to the public and is being used for an*
136 *official town-sponsored event.*

137
138 b. *Notice of this ordinance shall be posted at all entrances of any public*
139 *park owned or operated by a park authority that was created or is*
140 *controlled by the town in conjunction with one or more other*
141 *localities, provided that all participating localities have enacted an*
142 *ordinance containing a prohibition substantially similar to that*
143 *imposed by Paragraph (1)b. above and the governing body has*
144 *passed a resolution or other measure agreeing to the application of*
145 *each such ordinance within the parks located in each such locality.*

146
147 *(5) Violation of this section (46-60) shall constitute a class 1 misdemeanor.*
148

149 ***

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

IMPACT ASSESSMENT - Herndon Town Council Initiatives

CATEGORY		NUMBER	35
INITIATIVE NAME	Gun Ordinance	DATE CREATED	4/23/2021
LEAD DEPARTMENT	DPW	DATE REVISED	

STATE OF EVENT / ACTION / JURISDICTIONAL COMPARISON	
DESCRIPTION – NOTES from STRATEGY SESSION	Article II (Firearms, Crossbows, and Pneumatic Guns), to amend definitions and to create a new Section 46-60 (Possession of Firearms on Town Property), to prohibit the possession, carrying, or transportation of any firearms, ammunition, or components or combination thereof on Town property, in Town buildings or on certain other areas owned by the Town. To make this change to the Code raises questions regarding enforcement, and Council and staff security. This form and the accompanying spreadsheets focus solely on potential costs to implement the prohibition and to address security and enforcement concerns that may arise from it.
CURRENT STATE	Currently there are no prohibitions against carrying firearms on town property. During non-Covid-19 times, the Herndon Municipal Center, Herndon Community Center, and Police lobby and community room are open to the public. During meetings, the Herndon Council Chambers is also open to the public. The public may enter these buildings without going through any security check point.
RESULTING STATE POST-CHANGE	The public would be restricted from carrying firearms on town property. This analysis and the attached cost spreadsheets look at what is required to secure Council and staff from the discharge of firearms; provide them security to perform their jobs if firearms are produced; and provide a means by which HPD can enforce the Code change.
KEY RISKS	- Individuals “testing” ordinance and attempting to bring weapons into town buildings or to town events. - Not being able to enforce the ordinance until after the firearm is produced and used. - Council, staff, and public being placed in harms way.
JURISDICTIONAL COMPARISON	Still being conducted.

IMPACT OVERVIEW

OPERATIONAL IMPACT STATEMENT

If the goal of the firearms prohibition is to protect Council, staff, and the public from a firearms discharge on town property, then steps would be required to ensure security:

- 1) Signage will be required at all ingress points into town buildings and parks.

- 2) Magnetometer may be required at several locations. Two employees or contract employees would be needed at each magnetometer. 2 FT at HMC. 2 evenings PT at Council Chambers, 4FT and 4PT at HCC. Public entry restricted to 1 entrance/ building. There may be a need to reduce visitor hours to reduce personnel costs.
- 3) Additional facility hardening may be required to protect Council, staff and the public.

ADDITIONAL PERSONNEL REQUIRED

Position	FTE/PT	Total Cost (Salary/Benefit)
2 contract security employees at each magnetometer/ Xray station	10FT	
	12PT	
	Total Cost	\$744,600

CAPITAL / TECHNOLOGY REVIEW

Description of Purchase	Estimated Purchase Cost	Annual Cost of Ownership
Security Modifications to Town Buildings (detailed estimate attached)	\$2,795,000	
Install Signs at Town Parks and Trails	\$6,000	
Install Magnetometers	\$157,700	
Staff Magnetometers		\$744,600
Total Cost	\$2,958,000	\$744,600

COMMENTS / DESCRIPTION OF ITEMS LISTED ABOVE: The costs reflected on this sheet demonstrate total cost to implement and harden public facilities and place the appropriate signage at all facilities. The costs reflected about are a not to exceed. See attached spreadsheets for a detailed breakdown. The sheets are broken out by facility and measure creating an option for an ala carte selection.

FISCAL IMPACT

	YEAR 1	ANNUAL
PERSONNEL (contract)		\$744,600
CAPITAL	\$2,795,000	
OPERATIONS AND MAINTENANCE	163,700	TBD
TOTAL	\$2,958,700	\$744,600

COMMENTS / DESCRIPTION OF ITEMS LISTED ABOVE: The costs reflected on this sheet demonstrate total cost to implement and harden public facilities and place the appropriate signage at all facilities. The costs reflected about are a not to exceed. See attached spreadsheets for a detailed breakdown. The sheets are broken out by facility and measure creating an option for an ala carte selection.

LEGAL REVIEW

Legal review to be handled separately.

RISK / UNINTENDED CONSEQUENCES REVIEW

Signage and the ordinance is ignored and is not easily enforced leading to an incident that places Council, staff, and the public at risk.

RISK MITIGATION ALTERNATIVES

This form and the accompanying spreadsheets outline steps to mitigate the risk.

TIMEFRAME TO IMPLEMENT

Modifications to town buildings will require design and then construction. Estimate 18 months from funds available.

Installation of signs requires ordering custom signs and installing. Estimate 3-6 months to install all signs.

MAJOR SECURITY CONSULTING DESIGN
Critical Physical Security Item Summary

FACILITY	RISK ITEM	ACTION	COST	
HMC	Finance Counter	Modifications to counter to include ballistic protection	\$100,000	
HMC	Water Counter	Close in counter and reconfigure space	\$50,000	
HMC	2nd Floor Counter	Modify and add ballistic protection	\$100,000	
HMC	Parking Garage	Add cameras, license plate readers, gate	\$150,000	
HMC	Parking Garage Lighting	Paint garage walls to enhance lighting coverage	\$50,000	
HMC	Exterior Windows	Add ballistic film to windows	\$100,000	
HMC	Elevator	Install access controls to upper floors	\$25,000	
HMC	Un-monitored entrances	Install CCTV and electronic access controls	\$50,000	
HMC	Access Controls	Install "lock down" capability	\$25,000	
HMC	Exterior Doors	Install door position indicator devices	\$25,000	
HMC	No way to detect unauthorized after hours entry	Install motion detection alarms connected to access controls	\$50,000	
HMC	Exterior door handles can be blocked closed preventing ingress/egress	Replace door handles	\$10,000	
			\$735,000	:TOTAL
Town Hall	Lack of CCTV	Install cameras at each entrance and building corner	\$50,000	
Town Hall	Exterior doors provide inadequate security	Replace and add door position switches	\$55,000	
Town Hall	Exterior windows easily broken	Replace with more robust windows with one way viewing	\$150,000	
Town Hall	Basement fire escape inadequate with no handicap egress capability	Repair and/or replace fire escape	\$25,000	
Town Hall	Access Controls	Install "lock down" capability	\$25,000	
Town Hall	Exterior doors	Install door position indicator devices	\$25,000	
Town Hall	No way to detect unauthorized after hours entry	Install motion detection alarms connected to access controls	\$15,000	
			\$345,000	:TOTAL

MAJOR SECURITY CONSULTING DESIGN

Critical Physical Security Item Summary

HCC	Cash on hand from payments patrons to enter facility	Install CCTV and signage stating CCTV coverage and Active Security Alarms present	\$25,000	
HCC	Lobby allows access to without registration	Install new doors in central hallway restricting access to paid visitors	\$50,000	
HCC	Front counters	Install bullet resistant material under counter	\$50,000	
HCC	Front counters	Install 2 duress alarm	\$15,000	
HCC	Exterior Doors	Install electronic access granted to visitors from front counter	\$25,000	
HCC	No way to secure facility in and emergency	Install "lock down" capability	\$25,000	
HCC	Exterior doors provide inadequate security	Install door position indicator devices	\$25,000	
HCC	No way to detect unauthorized after hours entry	Install motion detection alarms connected to access controls	\$25,000	
HCC	Exterior door handles can be blocked closed preventing ingress/egress	Replace door handles	\$10,000	
HCC	Emergency notification in fitness areas, pools & tennis bubble	Install duress alarms	\$25,000	
			\$275,000	:TOTAL
Shop	Gates	Replace and include CCTV and intercoms for delivery access and public access	\$350,000	
Shop	Fencing	Repair and bury bottom of fences or install tension wire	\$25,000	
Shop	Yard	Install additional CCTV to increase viewing coverage	\$150,000	
Shop	Interior	Install CCTV throughout building	\$50,000	
Shop	Exterior windows	Install ballistic film with outbound viewing only	\$100,000	
Shop	Yard	Install gunshot detection equipment	\$50,000	
Shop	No way to secure facility in and emergency	Install "lock down" capability	\$25,000	
Shop	Exterior doors	Install door position indicator devices	\$25,000	
Shop	Exterior door handles can be blocked closed preventing ingress/egress	Replace door handles	\$15,000	

MAJOR SECURITY CONSULTING DESIGN
Critical Physical Security Item Summary

Shop	No way to detect unauthorized after hours entry	Install motion detection alarms connected to access controls	\$25,000	
			\$815,000	:TOTAL
1481	Exterior Doors	Install CCTV and electronic access controls	\$25,000	
1481	Exterior Doors	Install door position indicator devices	\$15,000	
1481	Exterior Windows	Install ballistic film with outbound viewing only	\$50,000	
1481	Counter Area	Secure or remove counter area at entrance	\$50,000	
			\$140,000	:TOTAL
HPD	Ballistic entrance door to interior spaces	Add bullet resistant material to sheet rock walls adjacent to door	\$50,000	
HPD	Communications Area	Add bullet resistant material to sheet rock walls	\$50,000	
HPD	Exterior Doors	Install door position indicator devices	\$25,000	
HPD	Exterior Doors	Install peep holes on solid exterior doors	\$10,000	
HPD	Exterior Lobby Doors	Install CCTV inside and outside doors	\$25,000	
HPD	Exterior Glass	Install appropriate bullet resistant materials, masonry material in mission critical areas, and one	\$250,000	
HPD	Interior Doors	Install peep holes or one way ballistic film on doors with glass	\$50,000	
HPD	Parking Lot	Install gunshot detection with lockdown capability	\$25,000	
			\$485,000	:TOTAL
	Grand Total:		\$2,795,000	

Magnetometer Costs

Herndon Municipal Center

Item	Initial Cost	Annual Cost	Notes
Magnetometer	\$5,500		1 Magnetometer
Hand Held Devices	\$300		2 hand held devices
Staffing		\$102,492	2 personnel, 9 hours/ day 5 days/ week. Contract cost \$21.90/ hour
Xray Scanner	\$35,000		
Total:	\$40,800	\$102,492	

Council Chambers

Item	Initial Cost	Annual Cost	Notes
Magnetometer			Assume use of existing magnetometer
Hand Held Devices	\$300		2 hand held devices
Staffing		\$19,272	2 personnel, 110 meetings/ year. 4 hrs/ meeting, contract cost \$21.90
Xray Scanner	\$35,000		
Total:	\$35,300	\$19,272	

Herndon Community Center

Item	Initial Cost	Annual Cost	Notes
Magnetometer	\$5,500		1 Magnetometer
Hand Held Devices	\$300		2 hand held devices
Staffing		\$239,148	2 personnel, 105 hours/ week. Contract cost \$21.90/ hour
Xray Scanner	\$35,000		
Total:	\$40,800	\$239,148	

Bldg 397 Herndon Police Department

Item	Initial Cost	Annual Cost	Notes
Magnetometer	\$5,500		1 Magnetometer
Hand Held Devices	\$300		2 hand held devices
Staffing		\$383,688	2 personnel, 24 hours/ day 7 days/ week. Contract cost \$21.90/ hour
Xray Scanner	\$35,000		
Total:	\$40,800	\$383,688	

Grand Total: **\$157,700** **\$744,600**

TOWN OF HERNDON, VIRGINIA

RESOLUTION

SEPTEMBER 14, 2021

Resolution- to approve a temporary license agreement to use a designated public space in the alley adjacent to Jimmy's Old Town Tavern for outdoor seating for an event.

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

1. The Town Council approves a temporary license agreement dated September 14, 2021 between the Town of Herndon as licensor and JOTT, INC. d/b/a Jimmy's Old Town Tavern (Jimmy's) as licensee. The license allows Jimmy's to use designated public alley space adjacent to Jimmy's for outdoor seating during an event on October 3, 2021. The license agreement may contain other terms agreed to by the Mayor and is on file in the office of the Town Attorney.
2. The Mayor is authorized to sign and deliver this license agreement and any other instrument to evidence or support the license agreement
3. This resolution shall be effective on and after the date of its adoption.

TEMPORARY LICENSE AGREEMENT

This Agreement ("Agreement") is made this 14th day of September 2021 by and between JOTT, INC. d/b/a Jimmy's Old Town Tavern ("Jimmy's") and the TOWN OF HERNDON, VIRGINIA, ("Town").

WHEREAS Jimmy's represents that they have a Temporary Use Permit to conduct an event in the Town of Herndon on October 3, 2021 represented in "Exhibit A" attached hereto ("Permit") and that Jimmy's would like to use the Town's property behind Jimmy's Old Town Tavern Restaurant as shown on the Permit and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley by Jimmy's on the date as described in the Permit (on October 3, 2021 only).

Now therefore the parties agree as follows:

1. The Town hereby grants Jimmy's authorization to temporarily use the Alley for purposes described in the Permit
2. Jimmy's shall comply with the terms of the Permit, this License, and all applicable town, state and federal laws and regulations obtaining and maintaining at all times any other permit(s) required under applicable law for this use.
3. The parties expressly agree and contract that there shall be no fee for the use of the Town property on this occasion only.
4. 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.
5. Jimmy's hereby assumes all risk of damage by reason of its occupation of the Alley 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 Jimmy's 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.
6. Jimmy's 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 Jimmy's written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

Liability - Coverage totaling \$5,000,000.00. All policies shall be endorsed to name the Town of Herndon 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 written notice thereof to the Town.

7. Termination: The Town may terminate this Agreement upon 24 hours notice to Jimmy's for cause.

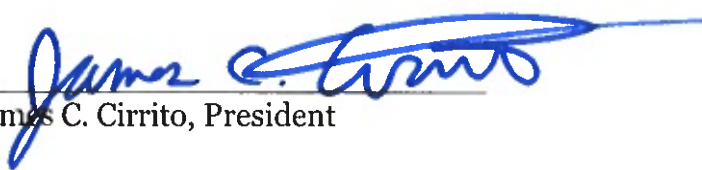
8. This Agreement, having been executed in the Commonwealth of Virginia, the construction and performance thereof or any dispute shall be governed by the laws of Virginia. Venue shall be proper in the County of Fairfax, Virginia.

9. 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.

JOTT, INC.

d/b/a Jimmy's Old Town Tavern

By


James C. Cirrito, President

ATTEST:

TOWN OF HERNDON, VIRGINIA

Town Clerk

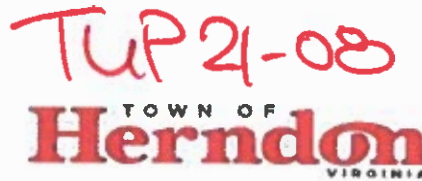
By

Sheila A. Olem, Mayor

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

July 2018



RECEIVED ON

JUL 21 2021

Department of Community Development
777 Lynn Street
Herndon, Virginia 20170-4602

DEPARTMENT OF
COMMUNITY DEVELOPMENT

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN
AND ASSOCIATED ZONING INSPECTION PERMIT
(TEMPORARY USE PERMIT)**

(Not all temporary uses require a permit. See § 78-90.1 of the Herndon Town Code.)

Submittal of this form with **original signatures is required. PLEASE PRINT OR TYPE** (Unless otherwise indicated.)

Name of Business or Organization:

Jimmy's Old Town Tavern

Street Address of the Subject Property
(including apt/suite #):

697 Spring St. Herndon VA 20170

Please describe the requested activity, proposed dates and daily hours of operation. Add more sheets if necessary.

OUTDOOR DINING / FUNDRAISER
Oct 3, 2021 8AM - 11pm

Lot Area (site area) Proposed for the Temporary Use:

Alley behind Jimmy's

Are any site alterations or any alterations to the building's exterior or interior planned or underway in connection with this use (or were any alterations done)? ☐ No ☐ Yes Please describe :

Name of Contact for the Temporary Use
(Applicant):

Jimmy Cirrito

Address of Permanent Residence:

9254 Matthew Dr. Manassas VA

Jimcirrito@aol.com

703-470-4014

E-mail address

Telephone # for duration of temporary use

The undersigned hereby applies for a Temporary Use Permit under the provisions of § 78-90.3 and § 78-90.4 of the Herndon Town Code.

I hereby affirm and certify that:

- The information provided on this form is true and correct to the best of my knowledge.
- The requirements associated with this application under § 78-90.3 and § 78-90.4 of the Herndon Town Code have been read and are understood.
- The use and occupancy of buildings and/or the use of land noted above is in conformance with all provisions of the Town of Herndon, Virginia Zoning Ordinance regulations to the best of my knowledge.
- The site shall be returned within 48 hours to its condition prior to the establishment of the temporary use.

James C. Cirrito

Signature of Contact (Applicant)

7-19-2021

Date

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

Name and Title of Property Owner (Applicant): Curtis-Herndon Properties
Mailing Address: Vicki Wilhelm
Vicki@vwillhelm.com 410-404-4839
E-mail address Telephone

TO BE SUBMITTED WITH THIS APPLICATION

- ☒ A letter signed by the owner or owner's agent consenting to the application for the Temporary Use Permit;
- ☒ A Site Plan prepared in accordance with § 78-155.6(4) and showing the area of proposed activity with signage, display areas, illumination, vehicular entrances to the site (location, type and size), parking area associated with the temporary use (location, layout, and surface material);
- ☒ The detailed description of the proposed temporary activity requested above should include an analysis of any noise that may not comply with the noise provisions in the Herndon Town Code;
- ☒ Sample signage to be used;
- N/A A statement from the landowner(s) authorizing an agent to act on their behalf (if applicable);
- N/A If a pre-application conference took place, a statement indicating the date and time a pre-application conference was held with the Town, as well as a list of participants in the conference;
- N/A A list of proposed vendors to include security firms, food trucks, portable toilet providers, or any other vendors that will be onsite during the event.

AUTHORIZATION STEP ONE. SITE IMPROVEMENTS ONLY (verification of Site Plan approval)

The applicant is authorized to proceed to **make the site improvements** for the purposes of conducting the temporary use described above.

Rachael 08/23/2021
Signature and Authorization of Zoning Administrator

AUTHORIZATION STEP TWO: AUTHORIZATION TO BEGIN OPERATION OF THE TEMPORARY USE (Temporary Use Permit/Zoning Inspection Permit)

The applicant has completed the site improvements and the applicant is authorized to **begin operation of the temporary use**.

This Permit is effective beginning 10/3/2021 for 1 days.

Signature of Zoning Inspector

★ Must obtain temporary license agreement for alley

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

For Office Use Only:

STEP ONE (Site Plan)	Received by: LISA W	Fee paid for Temporary Use Site Plan* application:	Date: 7/22/21	Case No.: TUP 21-08
	Use permitted by Town Code Section:			
	Tax Map Reference: 0162 02 00 B6A	Zoning District: CC		
	Business and Occupational License #:	Status of Taxes: ☒ Paid ☐ Delinquent		
STEP TWO (ZIP)	Received by:	Fee paid for Zoning Inspection Permit/Temporary Use Permit:		Date:
<i>*Note: no application fee is required for uses of less than 90 consecutive days in duration.</i>				

**Distribution
after
approval:**

Applicant

Community
Development

Fire
Department

Finance



July 19, 2021

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

Re: Temporary Use Permit for the Extension of Retail Sales for Outdoor Event, October 3, 2021.

Dear Mr. Stromberg:

Relative to your request, I hereby give my permission for my business neighbor, Jimmy's Old Town Tavern, to provide an outdoor event on October 3, 2021 from 8am to 11pm. The location shall be in the alleyway behind and adjoining our businesses. The purpose of this event is to provide and sell 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: _____

A handwritten signature in black ink, appearing to read "Jeff Colon", is written over a horizontal line. To the right of the signature, the date "7/20/21" is handwritten.



July 19, 2021

David Stromberg

Development Program Planner/Deputy Zoning Administrator

Town of Herndon

Department of Community Development

777 Lynn Street
Herndon VA 20170-0427

Re: Temporary Use Permit for the Extension of Retail Sales, Sunday, October 3, 2021

Dear Mr. Stromberg,

This letter serves as a Request/Application for permission for Jimmy's Old Town Tavern, 697 Spring Street, to have the Town of Herndon issue a Temporary Use Permit for the Extension of Outdoor Retail Sales per The Town of Herndon Zoning Ordinance, Division 3. Temporary Uses; Sec.78-1392 Item (3) and Sec. 78-1395 Item (3) Outdoor Retail Sales Events & Sec. 78-1395 Item (4). Additional Permits for Temporary Use inclusive of Sunday, October 3, 2021 from 8am to 11:00pm.

Enclosed please find the following:

- Drawing of the proposed area
- Letters signed by the adjacent business allowing this event (The Upholstery Shop)
- Letter to the ABC Board of Virginia requesting an extension of license privileges.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

A handwritten signature in dark ink that reads "James C. Cirrito". The signature is written in a cursive, flowing style.

James C. Cirrito
Owner
Jimmy's Old Town Tavern



July 19, 2021

Special Agent, Samantha Rogers
Division of Law Enforcement Operations
Commonwealth of Virginia
Department of Alcoholic Beverage Control
Alexandria Regional Office
6308 Grovedale Drive
Alexandria VA 22310

COPY

Re: Request for Extension of License Privileges for outdoor Event, Sunday, October 3, 2021.

Dear Special Agent Samantha Rogers:

This letter serves as a Request for Permission for JOTT, Inc., trading as Jimmy's Old Town Tavern, License 75822, to extend its license privileges to the alleyway, et al, shown on the enclosed sketch for the following date and time span:

Sunday, October 3, 2021, from 8:00 AM to 11:00 PM

Enclosed please find the following:

- Drawing of the proposed area.
- Application to the Town of Herndon for this event.

The license is obligated to insure full compliance with the ABC laws and all other laws and regulations and is cognizant of criminal action that could be taken toward those involves and administrative action taken toward the license held by JOTT, Inc.

If you have any questions, please contact me at 703-470-4014.

Sincerely,

A handwritten signature in black ink that reads "James C. Cirrito". The signature is stylized with a large, sweeping "C" and a long horizontal line extending from the end.

James Cirrito
Owner
Jimmy's Old Town Tavern

• C.T.B. - CAUTION TAPE BARRELS CONNECTED TO EMPTY BODIL WASTE @ APPROX. 10' IN SPACES WITH 10' ALLOWED OFFEND THIS POINT. SHEETS ATTACHED TO WASTE.
• NO FRESH HYDRANTS ARE WITHIN THE C.T.B. AREAS.
• LADDER CAN OPENS MAY BE PROVIDED TO PATIENTS TO USE TUBS AND/OR DRESSINGS
• QUINER'S APPT. NIKOS 3144. EXACTLY 800' IN AREA (S. 10° W. 40' - 85° W. 30')
• PROVIDER '10' AT COURT BEHIND THIS POINT' (SHEETS @ EACH 10' LOCATION)



21495 Harvest Green Terrace, Ashburn, Virginia 20148
tel. 703-722-6167. fax 703-722-5169



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/21

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): (571) 208-6388 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.

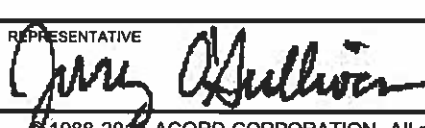
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CS20001668-01	5/31/20	5/31/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE 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
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Q083130290	08/31/20	08/31/21	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 \$			XBS0127668	5/31/20	5/31/22	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	6/13/21	6/13/22	☒ 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	5/31/20	5/31/22	\$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)

Re: Sept 5 2021 Labor Day Poker Run and Pig Roast
Oct 3 2021 NFL viewing party

CERTIFICATE HOLDER

CANCELLATION

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 

© 1988-2016 ACORD CORPORATION. All rights reserved.



Real Estate

[View Bill](#)[View bill image](#)

As of

7/22/2021

Bill Year

2020

Bill

17773

Owner

CURTIS HERNDON PROPERTY

Parcel ID

0162 020086A

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	8/28/2020	\$1,265.11	\$1,265.11	\$0.00	\$0.00	\$0.00
2	12/7/2020	\$1,265.11	\$1,265.11	\$0.00	\$0.00	\$0.00
TOTAL		\$2,530.22	\$2,530.22	\$0.00	\$0.00	\$0.00

©2021 Tyler Technologies, Inc.

MAP #: 0162 02 0086A
CURTIS HERNDON PROPERTY

695 SPRING ST

Owner

Name	CURTIS HERNDON PROPERTY,
Mailing Address	PO BOX 35 WOODSTOCK MD 21163
Book	23878
Page	0127

Parcel

Property Location	695 SPRING ST HERNDON VA 20170 5125
Map #	0162 02 0086A
Tax District	HT000
District Name	DRANESVILLE TOWN OF HERNDON TRANSPORT
Land Use Code	Specialty Center
Land Area (acreage)	
Land Area (SQFT)	6,583
Zoning Description	CC(Central Comm District)
Utilities	WATER CONNECTED SEWER CONNECTED GAS NOT AVAILABLE
County Inventory of Historic Sites	YES
County Historic Overlay District	NO For further information about the Fairfax County Historic Overlay Districts, CLICK HERE For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.
Street/Road	PAVED
Site Description	COMMERCIAL RANK #1

Legal Description

Legal Description	SPRING STREET ELDEN SPRING STS LT 86A
-------------------	--

Last Refresh

Date



William H. Ashton II
TOWN MANAGER
T (703) 787-7368
Bill.Ashton@herndon-va.gov

TOWN COUNCIL
Sheila A. Olem, Mayor
Cesar del Aguila, Vice Mayor
Naila Alam
Pradip Dhakal
Signe Friedrichs
Sean M. Regan
Jasbinder Singh

August 24, 2021

Jimmy's Old Town Tavern
697 Spring Street
Herndon, VA 20170
Jimcirrito@aol.com

Dear Mr. Cirrito,

This is in response to your request for a noise permit for the Outdoor Fundraiser for October 3, 2021 to be held in the alley behind Jimmy's, 697 Spring Street, Herndon, VA 20170, between the hours of 8 AM and 11 PM. Since you will be using amplified sound, you are required to have a noise permit. Please keep in mind that the noise permit only allows amplified sound between 7:00 AM and 10:00 PM.

I am approving the noise permit and this letter will serve as such. By copy of this letter to the Herndon Police, I am advising them of your event since they enforce the noise ordinance.

Best wishes for a successful event.

Sincerely,

A handwritten signature in black ink that reads "Bill Ashton".

Bill Ashton
Town Manager

c. Maggie A. DeBoard, Chief of Police

TOWN OF HERNDON, VIRGINIA

RESOLUTION

SEPTEMBER 14, 2021

Resolution- to approve a temporary license agreement to use a designated public space in the alley adjacent to and behind Aslin Beer Company for an outdoor event.

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

1. The Town Council approves a temporary license agreement dated September 14, 2021 between the Town of Herndon as licensor and ASLIN BEER COMPANY (Aslin) as licensee. The license allows Aslin to use designated public alley space behind 767 and 771 Elden Street during anniversary events on September 14, 2021 through September 20, 2021. The license agreement may contain other terms agreed to by the Mayor and is on file in the office of the Town Attorney.
2. The Mayor is authorized to sign and deliver this license agreement and any other instrument to evidence or support the license agreement
3. This resolution shall be effective on and after the date of its adoption.

TEMPORARY LICENSE AGREEMENT

This Agreement ("Agreement") is made this 14th day of September 2021 by and between ASLIN BEER COMPANY ("Aslin") and the TOWN OF HERNDON, VIRGINIA, ("Town").

WHEREAS Aslin represents that they have a Temporary Use Permit to conduct an event in the Town of Herndon on September 14, 2021 through September 20, 2021), represented in "Exhibit A" attached hereto ("Permit") and that Aslin would like to use the Town's property behind Aslin as shown on the Permit and known as the "Alley";

WHEREAS the Town desires to permit the use of the Alley behind Aslin located at 767 and 771 Elden Street, Herndon, Virginia, on the dates as described in the Permit (on September 14, 2021 through September 20, 2021).

Now therefore the parties agree as follows:

1. The Town hereby grants Aslin authorization to temporarily use the Alley for purposes described in the Permit as follows:
 - a. September 14, 2021 – September 15, 2021, limited to setup of the outdoor seating tents, games, and food truck.
 - b. September 16, 2021 – September 19, 2021, for the various "Aslin 6 Year Anniversary" events described in the Permit.
 - c. September 20, 2021, limited to the breakdown and removal of the outdoor seating tents, games, food truck and any other facilities or items in the Alley.
2. Aslin shall comply with the terms of the Permit, this License, and all applicable town, state and federal laws and regulations obtaining and maintaining at all times any other permit(s) required under applicable law for this use.
3. The parties expressly agree and contract that there shall be no fee for the use of the Town property on this occasion only.
4. 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.
5. Aslin hereby assumes all risk of damage by reason of its occupation of the Alley 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 Aslin 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.
6. Aslin 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 Aslin written confirmation that the type and amount of insurance is accepted.

Insurance limits shall not be less than the following amounts:

Liability - Coverage totaling \$5,000.000.00. All policies shall be endorsed to name the Town of Herndon 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 written notice thereof to the Town.

7. Termination: The Town may terminate this Agreement upon 24 hours notice to Aslin for cause.

8. 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.

9. 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.

ASLIN BEER COMPANY

By: 
Name: KAI LESZKAWICZ
Its: VICE PRESIDENT

ATTEST:

TOWN OF HERNDON, VIRGINIA

Town Clerk

By _____
Sheila A. Olem, Mayor

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney

July 2018



Department of Community Development
 777 Lynn Street
 Herndon, Virginia 20170-4602

RECEIVED ON

JUL 23 2021

DEPARTMENT OF
COMMUNITY DEVELOPMENT

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN
 AND ASSOCIATED ZONING INSPECTION PERMIT
 (TEMPORARY USE PERMIT)**

(Not all temporary uses require a permit. See § 78-90.1 of the Herndon Town Code.)

Submittal of this form with original signatures is required. **PLEASE PRINT OR TYPE** (Unless otherwise indicated.)

Name of Business or Organization:

ASLIN BEER COMPANY

Street Address of the Subject Property
(including apt/suite #):

767 ELDEN ST

Please describe the requested activity, proposed dates and daily hours of operation. Add more sheets if necessary.

ASLIN 6TH YEAR ANNIVERSARY FESTIVAL
 9/16 - 6PM - 9PM 9/18 11AM - 6PM
 9/17 - 6PM - 9PM 9/19 11AM - 6PM

Lot Area (site area) Proposed for the Temporary Use:

767, 771 & 791 ELDEN ST W/ 681 SPRING ST

Are any site alterations or any alterations to the building's exterior or interior planned or underway in connection with this use (or were any alterations done)? ☒ No ☐ Yes Please describe :

Name of Contact for the Temporary Use
(Applicant):

GRAHAM JAMES

Address of Permanent Residence:

767 ELDEN ST, HERNDON, VA 20170

Graham@ASLIN BEER.COM

E-mail address

571 229 2447

Telephone # for duration of temporary use

The undersigned hereby applies for a Temporary Use Permit under the provisions of § 78-90.3 and § 78-90.4 of the Herndon Town Code.

I hereby affirm and certify that:

- The information provided on this form is true and correct to the best of my knowledge.
- The requirements associated with this application under § 78-90.3 and § 78-90.4 of the Herndon Town Code have been read and are understood.
- The use and occupancy of buildings and/or the use of land noted above is in conformance with all provisions of the Town of Herndon, Virginia Zoning Ordinance regulations to the best of my knowledge.
- The site shall be returned within 48 hours to its condition prior to the establishment of the temporary use.

Signature of Contact (Applicant)

Date 7/22/21

**APPLICATION FOR APPROVAL OF A TEMPORARY USE SITE PLAN AND ASSOCIATED
ZONING INSPECTION PERMIT (TEMPORARY USE PERMIT) - continued**

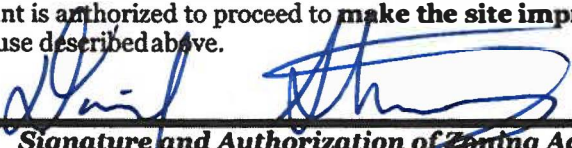
Name and Title of Property Owner (Applicant): ELDEN MARKET LLC
Mailing Address: 847 SOUTH PICKETT ST, ALEXANDRIA, VA 22304
SDOURESS@YAHOO.COM Telephone _____
E-mail address

TO BE SUBMITTED WITH THIS APPLICATION

- _____ A letter signed by the owner or owner's agent consenting to the application for the Temporary Use Permit;
- _____ A Site Plan prepared in accordance with § 78-155.6(4) and showing the area of proposed activity with signage, display areas, illumination, vehicular entrances to the site (location, type and size), parking area associated with the temporary use (location, layout, and surface material);
- _____ The detailed description of the proposed temporary activity requested above should include an analysis of any noise that may not comply with the noise provisions in the Herndon Town Code;
- _____ Sample signage to be used;
- _____ A statement from the landowner(s) authorizing an agent to act on their behalf (if applicable);
- _____ If a pre-application conference took place, a statement indicating the date and time a pre-application conference was held with the Town, as well as a list of participants in the conference;
- _____ A list of proposed vendors to include security firms, food trucks, portable toilet providers, or any other vendors that will be onsite during the event.

AUTHORIZATION STEP ONE. SITE IMPROVEMENTS ONLY (verification of Site Plan approval)

The applicant is authorized to proceed to **make the site improvements** for the purposes of conducting the temporary use described above.


Signature and Authorization of Zoning Administrator

AUTHORIZATION STEP TWO: AUTHORIZATION TO BEGIN OPERATION OF THE TEMPORARY USE (Temporary Use Permit/Zoning Inspection Permit)

The applicant has completed the site improvements and the applicant is authorized to **begin operation of the temporary use.**

This Permit is effective beginning 9/14/2021 for 7 days.

Signature of Zoning Inspector

Temporary Use Site Plan and Permit
TUP21-09, 767 Elden Street
Fairfax County Tax Map # 0162 02 0078
September 1, 2021

Conditions of Approval

1. Building Permit. Approval of this event is conditional on approval of building permit BP #21-412 and an approved inspection pursuant to the permit..
2. Fire Marshal. Approval of this event is conditional on any requirements imposed by the Fairfax County Fire Marshal.
3. License Agreement. Approval of this event is conditional on an executed license agreement between the Town of Herndon and Aslin Beer Company.

Aslin Beer Co. 6th Anniversary Party details

Dates: 9/16, 9/17, 9/18 & 9/19 (Site setup will begin 9/13 and breakdown on 9/20)

Details:
9/16 and 9/17

A small event each night featuring 20-30 breweries pouring from cans or bottles for upto 200 people (it will be a ticketed event). To take place in the 4 tents shown in the parking lot at 791 Elden St.

Time: 6pm-9pm

Details:
9/18

A larger beer festival with 60-70 breweries pouring beer. Upto 2500 people (it will be a ticketed event). Please see site map for layout. There is a DJ scheduled, but music will be in compliance with town code

Time: 11am-4pm

Details:
9/19

Site open for any remaining beers from breweries who attended the first three days. A low key affair, a non-ticketed event.

Tickets will be pre-purchased and invited breweries will not be charging/making profit from the beer.

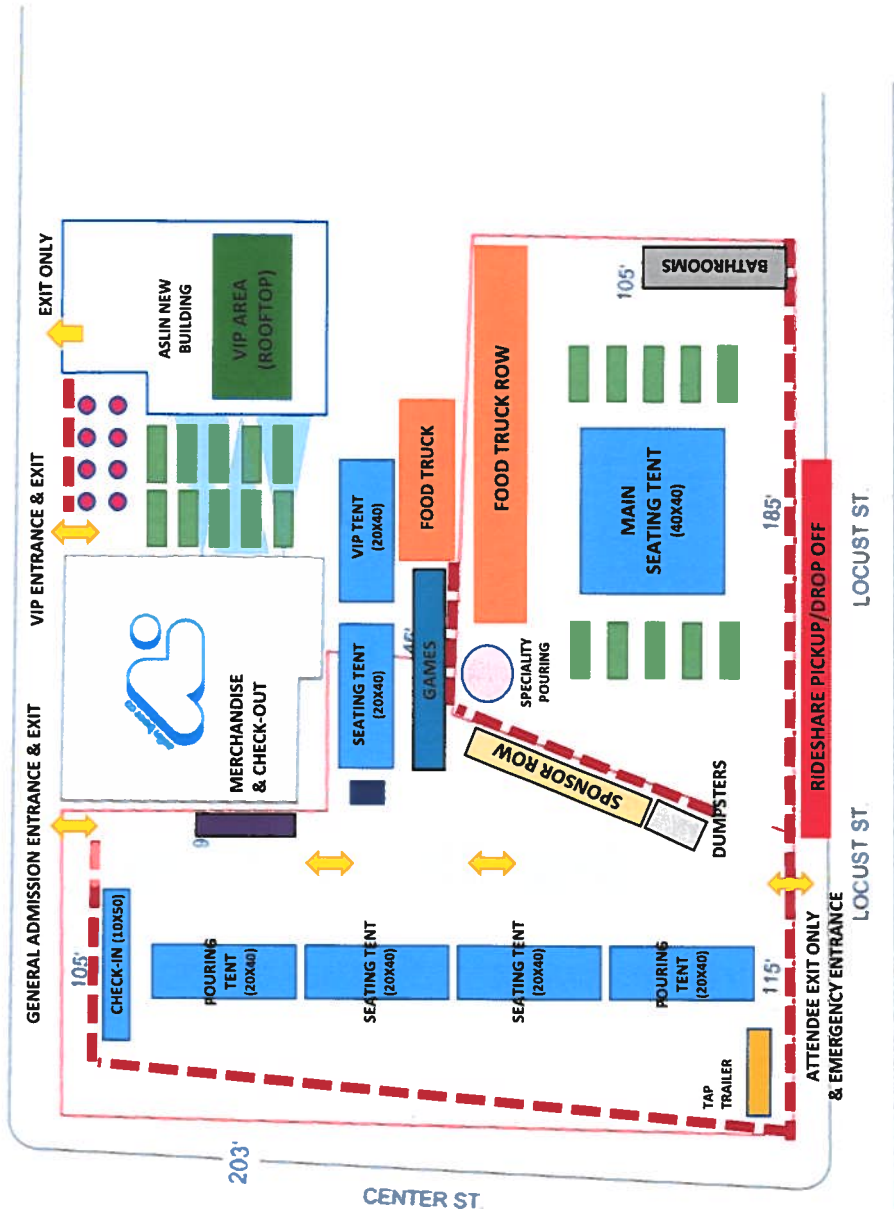
Food vendors are still to be determined

ASLIN HERNDON 6TH ANNIVERSARY EVENT

SEPTEMBER 2021

KEY / MORE INFORMATION

- TENT SECTIONS**
 - STAGE (10x12)
 - MERCHANDISE
 - TAP TRAILER (10x18)
 - BATHROOMS & HAND SANITIZER STATIONS
 - FOOD TRUCKS
 - SEATING SECTION / PICNIC TABLE
 - GAME AREA
- RIDESHARE PICKUP / DROPOFF**
- HIGHTOP TABLE / BARREL**
- ENTRANCES & EXITS**
- FIRE LANE & EXIT ONLY**
- TEMPORARY FENCING**
- TENTS & TIE-DOWNS**
 - EACH TENT COMES WITH CERTIFICATE OF FIRE RESISTANCE
 - TENTS ARE SECURED BY 55 GALLON WATER BARRELS (450lbs) OR BY STAKES (45 DEGREE ANGLE)



Stromberg, David

From: Graham James <graham@aslinbeer.com>
Sent: Monday, August 30, 2021 11:18 AM
To: Stromberg, David
Subject: Fwd: Approved Tent & Festival Plans Notification

EXTERNAL EMAIL

----- Forwarded message -----
From: Davis, Matthew W <Matthew.Davis@fairfaxcounty.gov>
Date: Mon, Aug 30, 2021 at 9:44 AM
Subject: Approved Tent & Festival Plans Notification
To: Graham James <graham@aslinbeer.com>

Please see the email below. Your tent & festival plans have been approved pending you receive an approved TSP from the Zoning Dept. Once you receive the approved TSP, I can take your payment.

Your Fire Marshal E-Review plans have been approved.

Please call 703-246-4803 to make payment via Credit Card (2.5% charge for CC payments) or Mail a check to:

12099 Government Center Parkway

Attn: Revenue – 3rd Floor

Fairfax, VA 22035

Once the payment is received your plans and permit will be emailed to you.

It will be your responsibility to print the plans (IN COLOR) and permit to have for your records and on site for inspections.

AP Number(s): U36456 (tent) & U36457 (festival)

Fee due: \$300

Certificate of Flame Resistance



REGISTERED
APPLICATION

CONCERN No.

F-12213

ISSUED BY

Herculite Products, Inc.
P.O Box 435
Emigsville, PA 17318

Date Work Performed

02/26/20

Customer Number: 14695

This is to certify that the materials described on the bottom hereof have been flame-retardant treated (or are inherently nonflammable).

FOR NEW TENT MFG

AT

929 Cedar Street

CITY Green Bay

STATE

WI 54301

Certification is hereby made that: (Check "a" or "b")

☐

(a) The articles described on the bottom of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used

Chem. Reg. No

Method of application

☒

(b) The articles described on the bottom hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used

Wideside 13 oz

Reg. No

F-12213

The Flame Retardant Process Used

WILL NOT

Be Removed By Washing

(will or will not)

Ben W. King

By

Alex T. Rindell

Name of Production Superintendent

Quality Supervisor

CONTROL NUMBER

54503-0

CUSTOMER ORDER NUMBER

EMAIL JEFF

CUSTOMER INVOICE NUMBER

231417

YARDS OR QUANTITY

2,348 YD

COLOR

White

STYLE

WideSide 13oz

DATE PROCESSED

04/14/2020

Stromberg, David

From: Graham James <graham@aslinbeer.com>
Sent: Tuesday, August 10, 2021 4:44 PM
To: Stromberg, David
Subject: Re: September Festival
Attachments: signage_all.pdf; Aslin Outdoor Layout Maps, ANNIVERSARY PARTY 2021, updated.pdf

EXTERNAL EMAIL

Hi David,

We will be using a combination of Aslin staff & volunteers for security purposes. We will have 5 teams of two per team patrolling the entrance lines before the event starts, checking people in (ID check, ticket scan and application of wristband). As the event starts we will have employees stationed at the entrance/exits, checking people in and out as necessary (3-4 at each exit). During the event we will have 6-7 managers (Aslin employees) patrolling the event itself, communicating needs and helping guests

All in all I would say 20+ people involved in safety and security

We have not made any arrangements with other property owners for parking. We will be encouraging ride sharing as much as possible.

Leading upto the event we will be posting on our social media accounts ride sharing options

If you have any further questions, please let me know

Please find the new map with drop off area, and examples of signage used to encourage ride share

On Tue, Aug 10, 2021 at 10:02 AM Stromberg, David <david.stromberg@herndon-va.gov> wrote:

Hello Graham,

There is some additional information we need. This is specifically for the event on September 18 where it is ticketed for up to 2,500 people.

- Safety and security
 - Please provide the name if a private security company will be used
 - If Aslin employees/volunteers are to be used, please provide the total number
- Parking management
 - Provide details of any arrangements with other property owners to provide off-site parking
 - The map doesn't show any dedicated areas for ride share pick-up/drop-offs. Areas should be dedicated to prevent traffic stoppages on Elden Street and unnecessary disturbance to residential streets
 - Please provide examples if attendees are being encouraged to use ride sharing

Thanks,

Uber & lyft

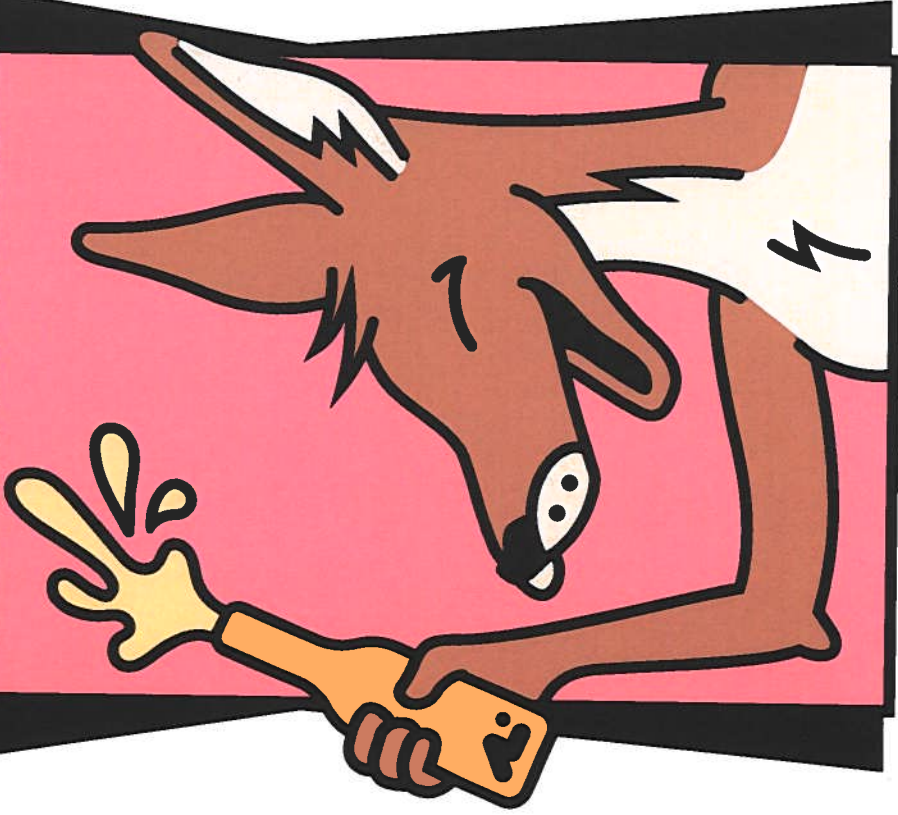
**DROP
OFF**



ASLIN
6 YEAR ANNIVERSARY

ASLIN

6 YEAR ANNIVERSARY



SEPT 16 6PM-9PM

HERNDON & ALEXANDRIA

30+ BREWERIES
200 VIP PER LOCATION

SEPT 17 6PM-9PM

HERNDON & ALEXANDRIA

30+ BREWERIES
200 VIP PER LOCATION

SEPT 18 11AM-4PM

HERNDON

60+ BREWERIES
400 VIP / 2,100 GA

SEPT 19 11AM-8PM

HERNDON & ALEXANDRIA

BRUNCH WITH WHAT'S LEFT
NO TICKETS REQUIRED





3767 Elden Street
Herndon, Virginia 20170

July 6th, 2021

Mr. Afzal,

This letter is to acknowledge your permission of the usage of your parking lot located at 681 Spring Street for Aslin Beer Company located in Downtown Herndon.

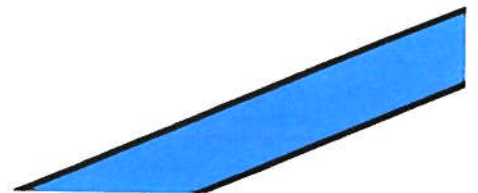
The overall usage of your parking lot will be from September 13th to 20th, 2021.
Thank you and we continue to thank you for being a good neighbor! Have a great day!

A handwritten signature in black ink, appearing to read 'Graham James', written over a horizontal line.

Graham James
Director of Tasting Room Operations
Aslin Beer Company

A handwritten signature in black ink, appearing to read 'Khurram Afzal', written over a horizontal line.

Khurram Afzal
Parking Lot Owner



MAP #: 0162 02 0078
ELDEN MARKET LLC

765 ELDEN ST

Owner

Name	ELDEN MARKET LLC,
Mailing Address	847 S PICKETT ST ALEXANDRIA VA 22304
Book	26115
Page	0600

Parcel

Property Location	765 ELDEN ST HERNDON VA 20170 4639
Map #	0162 02 0078
Tax District	HT000
District Name	DRANESVILLE TOWN OF HERNDON TRANSPORT
Land Use Code	Restaurant with alcohol
Land Area (acreage)	
Land Area (SQFT)	8,853
Zoning Description	CC(Central Comm District)
Utilities	WATER CONNECTED SEWER CONNECTED GAS NOT AVAILABLE
County Inventory of Historic Sites	YES
County Historic Overlay District	NO For further information about the Fairfax County Historic Overlay Districts, CLICK HERE For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.
Street/Road	PAVED
Site Description	COMMERCIAL RANK #1

Legal Description

Legal Description	HERNDON
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Last Refresh

Date



Real Estate

View Bill

View bill image

As of	7/23/2021
Bill Year	2020
Bill	17767
Owner	ELDEN MARKET LLC
Parcel ID	0162 020078

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	8/28/2020	\$804.61	\$804.61	\$0.00	\$0.00	\$0.00
2	12/7/2020	\$804.60	\$804.60	\$0.00	\$0.00	\$0.00
Penalties		\$80.46	\$80.46	\$0.00	\$0.00	\$0.00
Interest			\$15.53			\$0.00
TOTAL		\$1,689.67	\$1,705.20	\$0.00	\$0.00	\$0.00



TOWN OF HERNDON, VIRGINIA

RESOLUTION

September 14, 2021

Resolution - To endorse and authorize an application to the Virginia Department of Transportation (VDOT) for the Allocation of FY2027 and FY2028 Revenue Sharing Funds for the *East Elden Street Widening and Improvements* project; and

WHEREAS, the Revenue Sharing Program provides additional funding to construct, improve or maintain the highway system; and

WHEREAS, the program is administered by the Virginia Department of Transportation in cooperation with the participating locality, under the authority of Section 33.1-23.05 of the Code of Virginia; and

WHEREAS, the Town of Herndon may directly apply for this program since it maintains its own streets; and

WHEREAS, the Town of Herndon must provide VDOT with a Revenue Sharing application and resolution, outlining its request to participate and support of the potential project identified for possible funding by October 1, 2021; and

WHEREAS, the Town of Herndon desires to submit an application for an allocation of funds of up to \$5,500,000 through the VDOT FY2027 and FY2028 Revenue Sharing Program; and

WHEREAS, the Town of Herndon must commit a minimum of fifty percent in local matching funds, comprised of town general funds, town bond funds and/or Northern Virginia Transportation Authority (NVTA) local revenue funds of up to \$2,750,000 (\$1,375,000 for FY2027 and \$1,375,000 for FY2028) within the two fiscal years subsequent to allocation along with a Town-VDOT agreement prior to beginning a VDOT administered project; and

WHEREAS, the town's local matching funds in the amount up to \$2,750,000 are requested to be directed towards funding the VDOT administered *East Elden Street Widening and Improvements* (UPC 50100) project in the Town of Herndon.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby supports and authorizes this application be submitted for the allocation of up to \$5,500,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the Town of Herndon hereby grants authority for the Town Manager to execute project administration agreements for any approved VDOT Revenue Sharing projects.

TOWN OF HERNDON, VIRGINIA

DRAFT RESOLUTION

September 14, 2021

Resolution - To endorse and authorize an application to the Virginia Department of Transportation (VDOT) for the Allocation of FY2027 and FY2028 Revenue Sharing Funds for the *East Elden Street and Herndon Centre Signalization - UPC 50100, Phase 2* project; and

WHEREAS, the Revenue Sharing Program provides additional funding to construct, improve or maintain the highway system; and

WHEREAS, the program is administered by the Virginia Department of Transportation in cooperation with the participating locality, under the authority of Section 33.1-23.05 of the Code of Virginia; and

WHEREAS, the Town of Herndon may directly apply for this program since it maintains its own streets; and

WHEREAS, the Town of Herndon must provide VDOT with a Revenue Sharing application and resolution, outlining its request to participate and support of the potential project identified for possible funding by October 1, 2021; and

WHEREAS, the Town of Herndon desires to submit an application for a total allocation of funds of up to \$1,500,000 through the Virginia Department of Transportation Fiscal Year 2027 and Fiscal Year 2028 Revenue Sharing Program; and

WHEREAS, the Town of Herndon must commit a minimum of fifty percent in local matching funds, comprised of town general funds, town bond funds and/or Northern Virginia Transportation Authority (NVTa) Local revenue funds, of up to \$750,000 (\$375,000 for FY2027 and \$375,000 for FY2028) within the two fiscal years subsequent to allocation along with a Town/VDOT project agreement prior to beginning a VDOT administered project; and

WHEREAS, the town's local matching funds in the amount of up to \$750,000 are requested to be directed towards funding the *East Elden Street and Herndon Centre Signalization – UPC 50100, Phase 2* project in the Town of Herndon.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby supports and authorizes this application to be submitted for the allocation of up to \$1,500,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the Town of Herndon hereby grants authority for the Town Manager to execute project administration agreements for any approved VDOT Revenue Sharing projects