



TOWN COUNCIL MEETING AGENDA

Town Council Chambers
765 Lynn Street, Herndon, VA 20170
Tuesday, July 18, 2023 | 7:00 p.m.

1. Call to Order

2. Pledge of Allegiance to the Flag of the United States of America

3. Presentations/Reports/Comments

- a. Town Manager Report
- b. Councilmember Comments

4. Comments from the Audience

Members of the public may, for one 3-minute period, provide public comments, requests, consent or general item comments, and comments on matters not included on the agenda.

5. Consent

- a. Resolution 23-G-49 to Award IFB Contract #23-05 Swimming Pool Whitecoat
- b. Resolution 23-G-50 to approve a funding agreement between the Board of Supervisors of Fairfax County and the Town of Herndon to receive funds to design and implement the Sugarland Run (North) Stream Restoration Project
- c. Resolution 23-G-51 to approve and authorize the Mayor to sign a Third Sublicense Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2024, for space at 750 Center Street
- d. Resolution 23-G-52 to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the VDOT administered 'East Elden Street Widening and Improvements (UPC 50100)' project
- e. Resolution 23-G-53 to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the 'Herndon Parkway at Sunset Park Drive Intersection Improvements' project

f. Resolution 23-G-54 to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the 'Locust Street ADA Sidewalk Improvements' project

g. June 6, 2023 Town Council Work Session Minutes

6. Adjournment

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution- to award IFB Contract #23-05 Swimming Pool Whitecoat.

The Herndon Community Center pool is in need of maintenance in the form of white coating. An Invitation for Bid process was used to solicit qualified vendors to apply the whitecoat to the pool. The Invitation for Bid was posted on May 30, 2023 on the eVA Commonwealth of Virginia procurement website and the Town of Herndon website to maximize competition. Three bids were received and opened on June 13, 2023 at a public bid opening:

Contractor	Bid
Millenium Pools and Spas, LLC	\$69,356.00
Kins, Inc	\$77,164.71
Jazzie Pools, Spas, and Fitness, LLC	\$143,000.00

The lowest bidder was determined to be responsive and responsible and funds to support the FY 2024 pool whitecoat are available through the town's American Rescue Plan Act funding.

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

1. The Town Council awards IFB Contract #23-05 to Millenium Pools and Spas, LLC in the amount of \$69,356; and
2. The Town Manager is authorized to sign the contract, and any other documents or actions to effectuate the award.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution- to approve a funding agreement between the Board of Supervisors of Fairfax County and the Town of Herndon to receive funds to design and implement the Sugarland Run (North) Stream Restoration Project.

The Town is part of the Fairfax County's Stormwater Service District and the County, Town, and the Town of Vienna have entered into a Cooperative Agreement ("Agreement") to share funds and responsibility to maintain, operate, and improve stormwater systems to meet the Chesapeake Bay Total Maximum Daily Load ("TMDL") and other water quality goals.

Under the Agreement, the County annually pays the Town a percentage of the Stormwater Service District Fees that are collected from residents of the Town; and the County also supports and funds qualifying special projects.

The County has agreed to pay the Town special project funds totaling Three million, nine hundred and sixteen thousand dollars (\$3,916,000) for the design and construction of the Sugarland Run (North) Stream Restoration Project that meets the water quality objectives with respect to the Chesapeake Bay TMDL obligations.

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

1. The Town Council approves the funding agreement between the Board of Supervisors of Fairfax County and the Town of Herndon to receive funds totaling Three million, nine hundred and sixteen thousand dollars (\$3,916,000) to design and implement the Sugarland Run (North) Stream Restoration Project.
2. The Mayor of the Town of Herndon, Virginia is authorized to sign and deliver this funding agreement on such form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.

SUGARLAND RUN (NORTH)
STREAM RESTORATION FUNDING AGREEMENT

This Agreement (“Agreement”) made and entered into this _____ day of _____, 2023, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **TOWN OF HERNDON** (the “Town”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town has requested funds to design and implement the Sugarland Run (North) Stream Restoration Project (the “Project”), which will be located within the boundaries of the Town and will restore a portion of the body of water known as Sugarland Run North and

WHEREAS, the location of the Project is located between Longitude 77.3693°W and Latitude 38.9621°N and 77.3711°W and 38.96668°N and more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 17-1((6)) parcel J4; and

WHEREAS, the Project is within the Chesapeake Bay, Potomac River, and Sugarland Run watersheds;

WHEREAS, the Town is part of the County’s Stormwater Service District and the County, Town, and the Town of Vienna have entered into an agreement known as the “Cooperative Agreement Between the Fairfax County Board of Supervisors, the Town of Vienna, and Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Projects” (the “Cooperative Agreement”) to share funds and responsibility to maintain, operate, and improve stormwater systems to meet the Chesapeake Bay Total Maximum Daily Load (“TMDL”) and other water quality goals.

WHEREAS, under the Cooperative Agreement, annually, the County pays the Town a percentage of the Stormwater Service District Fees that are collected from residents of the Town (the “Paid Herndon Revenues”); and

WHEREAS, the Town and County agree that under the Cooperative Agreement, Stormwater Service District funds can be used for the Project because the Project meets

the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the Project is estimated to cost three million nine hundred and sixteen thousand dollars (\$3,916,000) (the “Total Project Cost”); and

WHEREAS, that County intends to fund the design and construction of the Project from the Stormwater Budget; and

WHEREAS, the Town intends to dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. Upon execution of this Agreement, the County will grant to the Town funds in the amount of seven hundred and fifty thousand dollars (\$750,000) (the “Design Funds”) in Fiscal Year 2024 for the design of the Project, to be paid with monies from the County’s Stream and Water Quality Improvement Project (fund I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services).

2. Upon completion of the design of the Project, the County will grant to the Town an additional two million and sixteen thousand dollars (\$2,016,000) in a subsequent fiscal year (Construction Year 1) for the construction of the Project, as designed, except that if those funds are unavailable in the Stormwater Budget at the time of completion, they will be paid at such time as they become available.

3. The County will grant the Town one million one hundred fifty thousand dollars (\$1,150,000) in a subsequent fiscal year to Construction Year 1 (Construction Year 2) to complete construction of the Project. The Design Funds plus the construction funds issued to the Town during Construction Years 1 and 2 are hereinafter referred to as the “County Contribution”.

4. Completion of the design of the Project occurs when the Town informs the County that all construction documents are complete and all permits for the construction have been obtained. Any remaining design funds may be utilized for the purpose of

construction and will reduce the amount of construction funds that are identified to be granted in paragraphs 2 and 3.

5. The County Contribution will not be charged against the PAID HERNDON REVENUES as set forth in the Cooperative Agreement, but rather, are a separate grant to the Town from the County.

6. The Town will dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

7. The County Contribution must be used and expended solely for the purpose of designing and constructing the Project and not for the cost of any feasibility study or acquisition of any lands or easements necessary for the completion of the Project.

8. The Town will acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.

9. The Town, at its sole expense, will administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.

10. The Town will notify the County if the Town, at any time, modifies the scope of the Project, which is generally described herein above. If the scope of the Project's design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town must, within 30 days after notification by the County of such deviation, reimburse to the County the amount of the Total Contribution.

11. The Town will provide the County with a copy of the final site plan for the Project.

12. The Town must retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for completion of the Project, and copies of any such invoices and records of payments must be provided to the County upon request within three business days after such a request.

13. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town must immediately return any amount of the County Contribution not expended in accordance with this agreement and all invoices and records of payments.

“Abandon,” as used herein, includes, but is not limited to, the failure to initiate or the termination of the design or construction before the Project’s completion.

14. If the Town is awarded federal-issued or state-issued grant funds for the Project, the Town will remit to the County an amount equal to the value of such grant.

15. The County, in its sole discretion, may agree to pay cost overruns that exceed the Total Project Cost, including construction costs that exceed the current estimate, change orders and/or related costs that arise during construction of the Project, but only to the extent that funds are available in the County’s Stream and Water Quality Improvement Project (fund I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services) and are not more than 10% of the estimated Project Cost.

16. The Town must complete the Project not later than four years after this agreement is executed.

17. The Project is subject to the Cooperative Agreement, and, as such, the total pollutant load reduction credits for the Project will be apportioned among the parties as established pursuant to the terms of the that agreement or any amendments or attachments thereto.

18. This agreement can only be modified in writing and signed by both parties.

[Signatures appear on following page]

TOWN OF HERNDON, Virginia

By: _____
Sheila A. Olem
Mayor

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Mayor Sheila A. Olem of the Town of Herndon, this _____ day of _____ 2023, on behalf of the Town of Herndon.

Notary Public

My commission expires: _____

Notary Registration Number: _____

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Bryan J. Hill, County Executive
Fairfax County, Virginia

STATE OF VIRGINIA :
 : to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Bryan J. Hill, County Executive of Fairfax County, Virginia, on behalf of the Board of Supervisors of Fairfax County, Virginia this _____ day of _____ 2023.

Notary Public

My commission expires: _____

Notary Registration Number: _____

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution - to approve and authorize the Mayor to sign a Third Sublicense Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2024, for space at 750 Center Street.

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

1. The Town Council approves a Third Extension of Sublicense dated June 13, 2023 between the Town of Herndon ("Town") and The Elden Street Players d/b/a NextStop Theatre Company ("Sublicensee").
2. This instrument extends the expiration date of the original Sublicense Agreement dated December 28, 2020, as extended by the Extension of Sublicense dated December 27, 2021, and as extended by the Second Extension of Sublicense dated June 14, 2022, for a period of 1 year, to June 30, 2024, for the use of property licensed to the Town at 750 Center Street.
3. In all other respects the original sublicense remains in effect.
4. The Mayor is authorized to sign and deliver this Third Extension of Sublicense and any other instrument necessary to evidence or support the Extension.

Third Extension of Sublicense

This Third Extension of Sublicense dated June 13, 2023, hereby extends the June 30, 2023 termination date of the existing Sublicense between the Town of Herndon, a Virginia municipal corporation (Town) and The Elden Street Players d/b/a NextStop Theatre Company (Sublicensee), dated December 28, 2020, as extended by the Extension of Sublicense dated December 27, 2021, and as extended by the Second Extension of Sublicense dated June 14, 2022 for approximately 2,790 square feet of space located at 750 Center Street (the Sublicense) for a period of 1 year (the Extension).

THEREFORE, for the consideration stated in the Sublicense and herein, the parties agree as follows:

1. The Sublicense is incorporated by reference.
2. The Sublicense shall terminate on **June 30, 2024**.
3. In all other respects, the Sublicense is confirmed.

TOWN OF HERNDON, VIRGINIA Sheila A. Olem, Mayor	THE ELDEN STREET PLAYERS D/B/A NEXTSTOP THEATRE COMPANY  Melody Fetske, President
	APPROVED AS TO FORM  Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution - to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the VDOT administered 'East Elden Street Widening and Improvements (UPC 50100)' project.

The Revenue Sharing Program for fiscal years (FY) 2027 and 2028 is administered by the Virginia Department of Transportation (VDOT) to provide additional funding to construct, improve, or maintain the roadway systems. A fifty percent (50%) Local Match is required under VDOT's Revenue Sharing program.

The purpose of VDOT's Revenue Sharing Program is to provide additional funding for use by localities to construct, reconstruct, improve, or maintain their roadway systems. The Revenue Sharing Program also provides funding for immediately needed improvements or to supplement funds for existing projects.

The town desires to finalize the processing of a Revenue Sharing application of up to \$10,000,000 of which fifty percent (50%), or \$5,000,000, is to serve as the town's local match to be directed to fund the East Elden Street Widening and Improvements (UPC 50100) project.

This resolution evidences support for this application for funds, and commits to and supports the town's match of fifty percent (50%) of the amount awarded, to be divided equally across FY 2027 and FY 2028.

The town's match will be comprised of town general funds, town bond funds, and/or Northern Virginia Transportation Authority (NVTA) Local Revenue funds, within the two fiscal years subsequent to allocation along with a Town/VDOT project agreement prior to beginning a VDOT administered project.

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

1. Town Council supports and authorizes this application be submitted for the allocation of up to \$10,000,000 through the Virginia Department of Transportation Revenue Sharing Program.
2. The Town Manager is authorized to execute project administration agreements and/or addendums for any approved Revenue Sharing projects with the Virginia Department of Transportation.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution - to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the ‘Herndon Parkway at Sunset Park Drive Intersection Improvements’ project.

The Revenue Sharing Program for fiscal years (FY) 2027 and 2028 is administered by the Virginia Department of Transportation (VDOT) to provide additional funding to construct, improve, or maintain the roadway systems. A fifty percent (50%) Local Match is required under VDOT’s Revenue Sharing program.

The purpose of VDOT’s Revenue Sharing Program is to provide additional funding for use by localities to construct, reconstruct, improve, or maintain their roadway systems. The Revenue Sharing Program also provides funding for immediately needed improvements or to supplement funds for existing projects.

The town desires to finalize the processing a Revenue Sharing application of up to \$4,000,000 of which fifty percent (50%), or \$2,000,000, is to serve as the town’s local match to be directed to fund the Herndon Parkway at Sunset Park Drive Intersection Improvements project.

This resolution evidences support for this application for funds, and commits to and supports the town’s match of fifty percent (50%) of the amount awarded, to be divided equally across FY 2027 and FY 2028.

The town’s match will be comprised of town general funds, town bond funds, and/or Northern Virginia Transportation Authority (NVTA) Local Revenue funds, within the two fiscal years subsequent to allocation along with a Town/VDOT project agreement prior to beginning a VDOT administered project.

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

1. Town Council supports and authorizes this application be submitted for the allocation of up to \$4,000,000 through the Virginia Department of Transportation Revenue Sharing Program.
2. The Town Manager is authorized to execute project administration agreements and/or addendums for any approved Revenue Sharing projects with the Virginia Department of Transportation.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JULY 18, 2023

Resolution - to endorse and authorize a funding application to the Virginia Department of Transportation (VDOT) for the allocation of VDOT FY 2027 and FY 2028 Revenue Sharing Program funding towards the 'Locust Street ADA Sidewalk Improvements' project.

The Revenue Sharing Program for fiscal years (FY) 2027 and 2028 is administered by the Virginia Department of Transportation (VDOT) to provide additional funding to construct, improve, or maintain the roadway systems. A fifty percent (50%) Local Match is required under VDOT's Revenue Sharing program.

The purpose of VDOT's Revenue Sharing Program is to provide additional funding for use by localities to construct, reconstruct, improve, or maintain their roadway systems. The Revenue Sharing Program also provides funding for immediately needed improvements or to supplement funds for existing projects.

The town desires to finalize the processing of a Revenue Sharing application of up to \$10,000,000 of which fifty percent (50%), or \$5,000,000, is to serve as the town's local match to be directed to fund the Locust Street ADA Sidewalk Improvements project.

This resolution evidences support for this application for funds, and commits to and supports the town's match of fifty percent (50%) of the amount awarded, to be divided equally across FY 2027 and FY 2028.

The town's match will be comprised of town general funds, town bond funds, and/or Northern Virginia Transportation Authority (NVTA) Local Revenue funds, within the two fiscal years subsequent to allocation along with a Town/VDOT project agreement prior to beginning a VDOT administered project.

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

1. Town Council supports and authorizes this application be submitted for the allocation of up to \$10,000,000 through the Virginia Department of Transportation Revenue Sharing Program.
2. The Town Manager is authorized to execute project administration agreements and/or addendums for any approved Revenue Sharing projects with the Virginia Department of Transportation.