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HERNDON TOWN COUNCIL
Tuesday
February 8, 2022

The Town Council met in public session on Tuesday, February 8, 2022, at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Sheila A. Olem; Vice Mayor Cesar del Aguila; and Councilmembers Pradip Dhakal; Signe Friedrichs; Sean M. Regan; and Jasbinder Singh. Councilmember Naila Alam was absent.

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Robert Tang, Director of Finance; Page Kalapasev, Director of Information Technology; Scott Robinson, Director of Public Works; Cindy Roeder, Director of Parks and Recreation; Dave Bracamonte, IT Operations Manager; and Margie Tacci, Deputy Town Clerk.

PLEDGE & CALL TO ORDER

Mayor Olem called the meeting to order at 7:00 p.m., all members present, except for Councilmember Alam who was absent, and with Mayor Olem presiding.

ANNOUNCEMENTS

Mayor Olem asked Council and those participating to observe meeting decorum by showing their hand to be recognized by the chair for comments and stating their last names before providing comments and when making or seconding motions. She reminded those participating to follow the town's Meeting Guidelines that were used for all government meetings to maintain good order, which included: refraining from participation unless and until recognized by the chair; being respectful in comments; refraining from threatening or intimidating language; profane, vulgar, obscene, or

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threatening remarks were not permitted; and attacks on the character, motive, or other harmful remarks against individual members of Council, town staff, or the public would not be tolerated.

APPROVAL OF MINUTES

**Vote on September 28, 2021
Town Council Public Hearing Minutes**

On motion of Councilmember Friedrichs, seconded by Councilmember Singh and carried by 6-0 roll call vote, the minutes of the September 28, 2021, Town Council Public Hearing were approved. The vote was: Councilmembers Dhakal, Friedrichs, Regan, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Alam was absent.

**Vote on October 18, 2021
Town Council Work Session Minutes**

On motion of Councilmember Dhakal, seconded by Councilmember Singh and carried by 6-0 roll call vote, the minutes of the October 18, 2021, Town Council Work Session were approved. The vote was: Councilmembers Dhakal, Friedrichs, Regan, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Alam was absent.

ANNOUNCEMENTS

Mayor Olem announced she had attended the 2022 Virginia Municipal League's (VML) Local Government Day on Thursday, February 3 at the state capitol. She stated it was a wonderful opportunity to meet with representatives from around the Commonwealth, including the Delegate Irene Shin, 86th District, Virginia House of Delegates, and Senator Jennifer Boysko, 33rd District, Senate of Virginia. She had the opportunity to network and connect with leaders from Fairfax and Loudoun Counties; the towns of Leesburg, Vienna, and Dumfries; and the cities of Falls Church and Norfolk. She stated all together they were 500 strong representing local governments and they spent time talking with legislators about what was on their agendas.

Mayor Olem stated the town and other municipalities need to make sure that our state legislators are not putting any constraints on local governments. She stated that local governments do not want to lose the ability to do the things they currently do and that sometimes legislators get a little excited in Richmond. She stated VML is a great way for localities to get together and have their voices heard around the commonwealth.

Mayor Olem announced spring is right around the corner, and before we know it, it will be time for the Herndon Festival. She stated while the Festival will be smaller in size, many of us are excited to see it return. She asked everyone to mark their calendars for the weekend of June 2nd through June 5th and to stay tuned as details become available.

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Mayor Olem stated that with an event of this size, staff was looking to the volunteer agencies for assistance, which had an impact this year. Many of the volunteer groups are reluctant to do large events in person. At one point the groups were meeting in person; however, with the new omicron variant, some groups had returned to meeting virtually. Mayor Olem stated everyone is looking forward to the event in any form and expressed her appreciation to the Herndon Festival Committee for all their hard work this year.

COMMENTS FROM THE TOWN MANAGER

Mayor Olem recognized Town Manager, William H. Ashton II. Mr. Ashton stated he had received an email from Paul Gilbert, Executive Director of NOVA Parks, earlier this evening. Mr. Gilbert asked him to extend an invitation to the Mayor and Town Council to an event being held by the Caboose on the W&OD Trail on Saturday, February 26, at 10:00 a.m. Mr. Ashton stated the Northern Virginia Regional Park Authority would officially unveil a sign that tells the story of segregationist laws and the effect on passengers on the W&OD rail service in the 20th century. Speakers would include Jeff McKay, Chair, and John Foust, Dranesville District Supervisor, representing the Fairfax County Board of Supervisors; Karen Campblin, President, Fairfax County NAACP Chapter; and Cate Magennis Wyatt, NOVA Parks Chair. This is a public event and would be open to all.

Mr. Ashton stated he would send the information to the Town Clerk in the morning, and she would send the appropriate invitation to the Town Council. He stated the Town Council should respond back to the invitation as staff needs to RSVP to the NOVA Parks staff.

Mr. Ashton stated the Town Council should have received notification that the next Town Council Strategic Planning Initiatives Meeting has been scheduled for Thursday, March 24, 2022. He stated this day worked very well for the moderators, one of whom would be working abroad for a few weeks prior to leading into the meeting.

Mr. Ashton stated the moderators asked him to reach out the Town Council and introduce the moderators to them by email. Mr. Ashton's Executive Assistant, Judy Fry, would be contacting each Councilmember to set up one-on-one meetings with the moderators later this week. This would assist the moderators in getting a sense of what the Town Council was looking for at the next session and how they could plan accordingly on how to moderate it. The moderators would like to get this activated before the one individual has to leave the country, so they are trying to get on top of this quickly.

3. COMMENTS FROM THE TOWN COUNCIL

Councilmember Regan: No comments.

Councilmember Singh: No comments.

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Councilmember Dhakal: No comments.

Councilmember Friedrichs: Stated if there were any Massage Therapists watching this evening, the Council and staff were working out positive ways to move forward and fix the problem that recently arose.

Councilmember Friedrichs expressed her appreciation to the Herndon Police Department for sending Captain Steve Pihonak; K-9 Officer Bragg; and Public Information Specialist, Lisa Herndon, to speak to the Herndon Fortnightly Club.

Vice Mayor del Aguila: Stated he had no questions on the tax rate, and thanked Councilmember Friedrichs for bringing up massage therapists in her comments, as he was going to ask about it. He asked the Town Manager if the issue would be continued at the next work session and what the processes would be.

Mr. Ashton responded to Vice Mayor del Aguila's inquiry and stated the Director of Finance has researched all the elements of the Town Code where it is referenced. He stated staff was working on a legislative package as part of the budget package, which staff would deliver to the Council in April.

Vice Mayor del Aguila referenced an email that he had sent to Mr. Ashton regarding a unique situation at the Herndon Harbor House. He apologized for the short notice over the weekend and did not expect a resolution at this time. He stated with full disclosure, his parents are residents of Herndon Harbor House, and his sister attends the adult care facility there.

Mr. Ashton stated he had been composing an email to the Fairfax County Executive when he received Vice Mayor del Aguila's email. He amended the paragraph at the end asking him about the Vice Mayor's inquiry and has not received a response back yet.

Vice Mayor del Aguila thanked Mr. Ashton and stated the residents at Herndon Harbor House would be happy regardless of the outcome and teaching them and making sure they understand they are our neighbors.

Councilmember Singh interrupted Vice Mayor del Aguila to ask what the issue was at the Herndon Harbor House.

Vice Mayor del Aguila stated the issue seemed to be a lack of snow clearing around the property. He stated it would require some collaboration.

Vice Mayor del Aguila stated he was looking forward to having the moderator/facilitator at the next Town Council Strategic Planning Initiatives Meeting and thanked staff for scheduling it.

Mayor Olem: Shared that Jack Shirley, a resident of Herndon Harbor House, recently passed away. She had worked with him on numerous things, including internet

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accessibility at the Harbor House. She contacted Dranesville District Supervisor John Foust and his Legislative Assistant, Jenny Phipps, who got right on it and were able to obtain CARES funding so the residents could get better internet service.

Mayor Olem stated she was sure that the Fairfax County Executive would be working on the snow removal quickly, as the Herndon Senior Center was one of the county's top senior centers.

Mayor Olem attended an event at ArtSpace this past weekend, which included Latino performers from all over Virginia, the District of Columbia, and New York. She shared details about the event.

Mayor Olem gave a "shout out" to students from St. Joseph's Catholic School for sending her a thank you note. She had held a virtual meeting with them to discuss the towns' Incorporation Day and how local government works.

COMMENTS & DISCLOSURES FOR THE RECORD

Mayor Olem asked Margie Tacci, Deputy Town Clerk, whether she had received comments for the record or Transactional Disclosure Declarations from Council on any items listed on that evening's agenda, and Ms. Tacci stated that no comments or disclosures had been received from Council on any items listed on the agenda that evening.

4. COMMENTS FROM THE AUDIENCE

Mayor Olem reminded everyone they could comment on any items that were not public hearings and stated they could comment on any public hearing items during the public hearings. Mayor Olem reviewed the process for speaking and providing comments.

The following individual provided comments:

- Arthur Nachman, 866 Vine Street, Herndon: Stated his comments were slated towards the town's budget deliberations relating to raising the salaries of the Councilmembers and the Mayor. He stated Councilmembers and the Mayor should only be paid by their attendance per meeting and not monthly. He continued that if a Councilmember is not able to attend meetings for any reason, they should not be paid. He provided a suggestion on what the salaries should be for the future Mayor and Town Council.

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CONSENT

5. **Resolution 22-G-12, award of Contract RFP 22-06, Carnival Operations;**
6. **Resolution 22-G-13, to approve and authorize the Town Manager and Director of Finance to sign a Memorandum of Understanding between the Fairfax County Board of Supervisors and the Town of Herndon to permit the County to collect non-delinquent and delinquent Real Property Taxes for the Town;**
7. **Resolution 22-G-14, to award Contract #B-22-07, Van Buren Street Multi-Modal Improvements Phase I and Phase II; and**
8. **Resolution 22-G-15, to approve the donation of the former Darrell Trust Funds in the amount of approximately \$101,761.37 to Educate Fairfax to be used solely for education assistance to Herndon Students residing in the Town of Herndon and enrolled in the Fairfax County Schools in the Town of Herndon.**

On motion of Councilmember Regan, seconded by Councilmember Singh, the Consent Agenda items were approved by 6-0 roll call vote, without comment. The vote was: Councilmembers Dhakal, Friedrichs, Regan, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Alam was absent.

Resolution 22-G-12, Award of Contract, RFP 22-06, Carnival Operations.

- WHEREAS,** the competitive negotiation process (request for proposal) was used to solicit offers from carnival operation contractors; and
- WHEREAS,** the request for proposal solicited services for an initial one (1) year contract with an option of four (4) one (1) year renewals; and
- WHEREAS,** the request for proposal was published on eVA and a single offer was received from Frank Joseph and Sons, Inc dba Jolly Shows, Inc.; and
- WHEREAS,** an evaluation committee reviewed the proposal, evaluating quality and capacity of the rides, ride ticket prices, concession and games operation; and professionalism of the carnival operations; and
- WHEREAS,** based on the evaluation, negotiations were conducted with the responsive carnival operation vendor; and
- WHEREAS,** a favorable arrangement that maintains (1) the quality of rides, (2) reasonable prices for ride tickets, and (3) maintains or improve levels of revenue, was negotiated with Jolly Shows, Inc.; and

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WHEREAS, the revenue share for the 2022 Carnival operation will be:

- Carnival Rides:
 - 39 percent for the first \$150,000 of gross revenue;
 - 45 percent of revenue from \$150,000 to \$200,000;
 - 50 percent above \$200,000;
- Games:
 - 20 percent of the first \$40,000 of gross revenue;
 - 25 percent of revenue above \$40,000;
- Food Booth:
 - \$2,200 fee for each food booth (maximum of 4); and

WHEREAS, single ticket prices will be one dollar and fifty cents per ticket, with multi-ticket discount booklets, a 10 percent presale discount and special all-you-can-ride passes; and

WHEREAS, the carnival operation is a revenue source for the Town, that is used to offset in part the Department of Parks & Recreation operating expenditures for the event.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, that an award of contract is granted to Frank Joseph and Sons, Inc dba Jolly Shows, Inc., for the 2022 carnival, and the contract may be renewed for up to four, one-year agreements.

BE IT FURTHER RESOLVED that the Town Manager, in conjunction with the Director of Parks & Recreation, may renew the contract on an annual basis to ensure that carnival operations are providing an appropriate revenue source to offset, in part, the Parks & Recreation Department's event operating expenses.

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Resolution 22-G-13, to approve and authorize the Town Manager and Director of Finance to sign a Memorandum of Understanding between the Fairfax County Board of Supervisors and the Town of Herndon to permit the County to collect non-delinquent and delinquent Real Property Taxes for the Town.

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

1. The Town Council approves a Memorandum of Understanding (MOU) between the Fairfax County Board of Supervisors and the Town of Herndon authorizing the County to bill and collect both non-delinquent and delinquent Herndon Real Estate Taxes. This MOU results from Virginia Code§ 15.2-826.
2. The inception date will be June 1, 2022 for the County to start billing and collecting Real Property Taxes for the Town to coincide with the County's schedule.
3. The Town Manager and Director of Finance are authorized to sign and deliver this MOU on such form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this MOU.

[Note: Attached for reference is the Memorandum of Understanding b/n the Fairfax County Board of Supervisors and the Town.]

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**MEMORANDUM OF UNDERSTANDING BETWEEN FAIRFAX COUNTY BOARD OF SUPERVISORS AND
THE TOWN OF HERNDON**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2022, by the FAIRFAX COUNTY BOARD OF SUPERVISORS ("County") and the TOWN OF HERNDON ("Town") located within the County of Fairfax. The County and the Town are referred to herein as "the Parties" to this MOU.

WHEREAS, currently, the Town issues real property tax bills for, and collects current and delinquent ad valorem taxes on, real property located in, ("Real Property Taxes, "Tax", "Taxes") the Town; and

WHEREAS, currently, The County assesses, bills, and collects real property taxes to the County Taxpayers for real property located in the County, and who are also liable for Real Property Taxes to the Town.

WHEREAS, the parties desire to enter into this MOU pursuant to the authority conferred by Virginia Code §58.1-3912 (D), which authorizes the Town and the County, upon approval of both governing bodies, to enter into an agreement permitting the County Department of Tax Administration ("DTA") to mail a single bill for Real Property Taxes to County and Town Taxpayers; and

WHEREAS, the Town desires to authorize DTA to collect current and delinquent real property taxes following the normal processes of DTA in accordance to the Code of Virginia; and

WHEREAS, the parties desire to enter into this MOU pursuant to the authority conferred by Virginia Code § 15.2-826, which authorizes the County and the Town to enter into an agreement that allows DTA to collect current and delinquent real property taxes owed to the Town; and

WHEREAS, the Parties desire to have DTA commence sending bills and collecting current and delinquent Town Real Property Taxes beginning June 1, 2022 ("inception date") and

WHEREAS, the Town agrees, if necessary, to amend the Herndon Town Code, to conform to the Fairfax County Code regarding billing and collection of Real Property Taxes before the inception date.

TAX BILLING AND COLLECTION

1. Cooperation Between Parties

- a. The parties each agree they will cooperate to achieve the intent of this MOU and in the provision and exchange of information subject to applicable law.
- b. The Town agrees to timely provide all information and documents requested by the Director of DTA, or his/her designee, that the Director of DTA deems necessary to comply with the provisions of this MOU. The Director of DTA shall timely notify the Town of any missing information and documents necessary for the County to perform its obligations. If the Town fails to timely provide all such requested information and documents, then the County shall have no obligations under this MOU for that item for the applicable tax year.

2. County Department of Tax Administration Scope of Services and Compensation

- a. The Parties agree that the County will bill for and collect current and delinquent Real Property Taxes owed to the Town, including late penalties, interest, collection fees, and other costs and expenses authorized under the law beginning in tax year 2022. The Parties agree that the Town is responsible to collect all Real Property Taxes billed by the Town prior to January 1, 2022, and the County will have no responsibility for collection of such taxes. There will be no data conversion of historical records from the Town to the County.

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- b. DTA will provide the Town with any written estimates of expenses that are incurred for the set up or initiation costs to set up the tax billing and collection efforts. The Town will be responsible for any additional costs outside the normal business processes of the County provided that DTA has advised Town of such costs.
 - c. As reasonable compensation for DTA's billing and collection efforts, the County will retain a quarter of a percent (.25%) of the Real Property Taxes and penalty and interest collected for the Town (not billed). All revenue collected by DTA related to collection fees and costs and expenses for collecting delinquent Town bills, including attorney's fees, collected by DTA as authorized by law, shall belong to the County. No other payment for regular billing and collection activities will be due to the County or DTA, except as provided in this MOU.
- 3. Revenues Collected, Application of Payments, Tax Refunds, and Distribution to the Town
 - a. DTA will collect Real Property Tax revenue, including any interest, penalties or other collection fees, (hereafter "revenue") due to the Town and perform an accurate and timely reconciliation of the revenue collected during each month end. By the last business day of each month, the Director of DTA agrees to distribute to the Town the revenue he/she collected the preceding month. The revenue to be distributed to the Town shall be the net amount after any deductions and refunds to taxpayers are deducted. If for any reason, the County cannot precisely reconcile the revenue due to the Town, the Director of DTA must estimate the total amount due and distribute 98% of that amount to the Town by the last business day of the following month. The Director of DTA shall distribute to the Town the remaining exact amount no later than the following month's distribution to the Town.
 - b. The Parties agree that, for the application of partial payments, DTA shall prorate such partial payment between the County's and the Town's Real Property Taxes based upon the percentage of the tax of each party on the original amount billed, unless a taxpayer expressly and unequivocally directs DTA to apply a payment to either the Town or the County.
 - c. DTA shall pursue collection of all Real Property Tax and fees should the bills become delinquent. The Director of DTA will utilize his/her established procedures authorized under the law, and without the requirement of Town involvement. The Director of DTA shall utilize the collection tools authorized under the law, including, but not limited to: Summons, liens, distraint, debt-set off program, litigation, and payment plans.
 - d. Tax refunds of the Town resulting from taxes billed and collected by DTA pursuant to this MOA will be processed by DTA against the Town's Tax and Fees revenue collected by DTA. Refunds will be deducted from the taxes and fees collected by DTA monthly. DTA shall provide a monthly report detailing the refunds. If the total refunds in any particular month exceed the taxes and fees collected for the Town in the same month, DTA will deduct the amount of refund, including penalties, interests, and costs, if any, from the following months revenue of the Town, until paid in full.
- 4. Tax Rates, Due Dates, Other Common Tax Procedures, and Terms
 - a. This MOU is contingent upon the Town setting its tax rates, rate of penalty and interest, and tax relief rates on the same schedule as the County, so long as the County publishes its schedule to the Town in a reasonable amount of time to allow for the Town's compliance with this requirement. If the Town fails to set its Real Property Tax rate on the same schedule as the County, then the Town, in addition to section 2 (b) of this MOU, will be responsible for all costs and expenses of any supplemental billing and collecting of Real Property Taxes incurred by the County, including time and actual costs.
 - b. This MOU is contingent upon the Town Amending its Herndon Town Code, practices, procedures for penalties, minimum billable amounts, tax exemptions, tax refunds, and payment due dates in accordance with the County's ordinances, practices, and procedures.
- 5. Reporting Requirements
 - a. The Director of DTA agrees to provide the Town with monthly and fiscal year to date summary reports for the Town's review along with the remittance of each month's net revenue. The

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form and content of such report is to be mutually agreed upon by the Director of DTA and the Town Director of Finance. All reporting and data shall be sent over a secure network.

- b. Parties shall exchange confidential tax information through secure channels. This confidential tax information and other information provided by DTA will be utilized for local tax administration and budget purposes and shall not be subsequently disclosed, redistributed or made available to any other person or entity that is not authorized to receive confidential tax information unless authorized or required by law. Confidential tax information, to include electronic files, reports, hard-copy documents, print outs, etc., cannot be shared with any governmental agency or local official unless specifically authorized by law. In the event of a data breach or disclosure incident concerning the confidential tax information, the Party discovering the breach or disclosure shall notify the other Party, and both Parties shall take appropriate steps for mitigation and remediation of the breach or disclosure. Each Party shall be responsible for the security of its own information technology infrastructure.
 - c. The Town will have sixty (60) days from receipt of any monthly reporting and reconciliation to question or challenge any allocations or processing of revenue and any such question or challenge must be addressed in writing to the Director of DTA. If any such issues arise within the sixty (60) days, the Parties must resolve such issues in a mutually agreed-upon process. If the Town fails to question or challenge a reconciliation within sixty (60) days from its receipt, then the reconciliation will be considered final.
6. Auditing Requirements
- a. The Director of DTA agrees to provide sufficient reporting and detailed reconciliation of the Town's Accounts to the Town. Additionally, the Director of DTA agrees to include as part of Fairfax County's external auditor obligations, a task to audit a sufficient sample of the Town's accounts to ensure that the Director of DTA is properly and accurately sending bills and collecting current and delinquent Real Property Taxes on behalf of the Town. The Director of DTA will also provide an additional reporting or information that is required for the Town's external audit regarding Real Property tax billing and collection.
7. Termination
- a. This MOU may be terminated by the governing body of either the County of Fairfax or the Town of Herndon upon written notice to the other party, which shall be effective when the non-terminating party actually receives the written notice of termination, subject to the qualifying provisions set forth in the remainder of this paragraph. If written notice of termination is received during the tax year, the Director of DTA, in consultation with the Town's Director of Finance, shall be responsible for determining whether there is sufficient time to change the billing process in the current tax year, or whether the MOU termination becomes effective in the following tax year.
8. Liability
- a. Each Party's Liability will be limited to their respective obligations under this MOU
9. Venue
- a. The Parties agree that this MOU will be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any dispute that may occur because of the terms of this MOU will be resolved in the Fairfax County Circuit Court. In the event of such dispute, each Party shall be responsible for its own attorney's fees and costs incurred because of such dispute.
10. Force Majeure
- a. Neither Party shall be held responsible for the failure or the delay of performance cause by an act of war, hostility, or sabotage; government restrictions; act of God; pandemic, electrical, weather-related disasters, internet, or telecommunication outage. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event.

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11. Notice

- a. Whenever it is provided herein that notice or other communication shall or may be given to, or served upon, either of the parties by the other, and/or whenever either of the parties shall desire to give or serve upon the other any notice or other communication with respect to this MOU, each such notice or other communication shall be in writing and,

any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

CONTACT PERSON(S)

For the Purposes of communication between the County and the Town regarding the administration of this MOU, the respective contact persons are as follows:

Town of Herndon Contact: Director of Finance
Name of current person: Robert Tang
Mailing Address: 777 Lynn Street
Herndon, VA 20170
Telephone Number: (703) 435-6898
Email Address: Robert.Tang@Herndon-va.gov

Fairfax County Contact: Director of Department of Tax Administration
Name of current person: Jay Doshi
Mailing Address: 12000 Government Center Parkway, Suite 357
Fairfax, VA 22035
Telephone Number: (703) 324-4804
Email Address: Jay.Doshi@fairfaxcounty.gov

The contacts listed in this Section may be changed by any party through the Notice process set forth in in this MOU.

IN WITNESS WHEREOFF, the Parties herein have caused this document to be executed as of the date of the last signature shown below.

County of Fairfax

BY: _____
Jay Doshi
Director of Department of Tax Administration

Date: _____

Attest:

Clerk of the Board

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Approved as to Form:

County Attorney

Town of Herndon, VA

BY: _____
William H. Ashton, II
Town Manager

Date: _____

BY: _____
Robert Tang
Director of Finance

Date: _____

Attest:

Town Clerk

Approved as to Form:

Town Attorney

Attachment
22-G-13

Resolution 22-G-14, to award Contract #B-22-07, Van Buren Street Multi-Modal Improvements Phase I and Phase II.

WHEREAS, the Van Buren Street Multi-Modal Improvements Phase I and Phase II Project is in the Capital Improvement Program; and

WHEREAS, Contract #B-22-07, Van Buren Street Multi-Modal Improvements Phase I and Phase II, was advertised on November 23, 2021; and

WHEREAS, a pre-bid conference was held on December 6, 2021, and was attended by two firms; and

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WHEREAS, the following bids were received and opened on December 28, 2021, at a public bid opening:

<u>Contractor</u>	<u>Bid</u>
A&M Concrete Corporation	\$5,332,282.75
Fort Myer Construction Corporation	\$6,134,220.82
Sagres Construction Corporation	\$6,377,247.67; and

WHEREAS, the A&M Concrete Corporation submitted the lowest bid which was found to be responsive and responsible; and

WHEREAS, staff recommends in addition to the contract that a contingency of \$800,000, which is approximately 15 percent of the bid, be authorized; and

WHEREAS, funds to support this contract are available in the Capital Projects Account Number #015-0886-491810; and

WHEREAS, reimbursement of funds up to \$5,332,282.75 or 100% of total construction costs, including contingency costs, are available through a combination of agreements that the Town of Herndon holds with the Virginia Department of Transportation (VDOT), NVTA, HMSAM, and General Obligation Bonds.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby awards Contract #B-22-07, Van Buren Street Multi-Modal Improvements Phase I and Phase II, to A&M Construction Corporation, in the amount of \$5,332,282.75.

BE IT FURTHER RESOLVED that the Town Council of the Town of Herndon, Virginia hereby authorizes a contingency of \$800,000.

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

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Resolution 22-G-15, to approve the donation of the former Darrell Trust Funds in the amount of approximately \$101,761.37 to Educate Fairfax to be used solely for education assistance to Herndon Students residing in the Town of Herndon and enrolled in the Fairfax County Schools in the Town of Herndon.

WHEREAS, the Town of Herndon recognizes the importance of providing quality educational opportunities to the school aged children of the town; and

WHEREAS, the town has funds in the amount of \$101,761.37 for which the Town no longer has a Town entity to distribute it; and

WHEREAS, Educate Fairfax is a 501(c)3 foundation of the Fairfax County Public School System that accepts monetary gifts from the community. 100 percent of the funds raised go directly to support students, schools and programs within Fairfax County School System; and

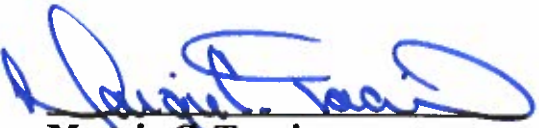
WHEREAS, Educate Fairfax has agreed to accept the funds and use the funds solely for the educational assistance and benefit of students residing in the Town of Herndon and enrolled in Fairfax County Schools in the Town of Herndon.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby approves the donation of \$101,761.37 to Educate Fairfax who agrees to disburse funds to students residing in the Town of Herndon and enrolled in Fairfax County Schools in the Town of Herndon, and hereby authorizes the Mayor to sign any instrument to effectuate this donation.

ADJOURNMENT

Councilmember Friedrichs moved to adjourn the meeting of the February 8, 2022 public hearing at 7:17 p.m., and Councilmember Singh seconded the motion. The question was called on the motion which carried by 6-0 roll call vote. The vote was: Councilmembers Dhakal, Friedrichs, Regan, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Alam was absent.


Sheila A. Olem
Mayor


Margie C. Tacci
Deputy Town Clerk



Minutes approved by Town Council: May 10, 2022.

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NOTE:

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