

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
March 8, 2022
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

November 9, 2021 Town Council Work Session Draft Minutes

COMMENTS

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

CONSENT

6. Ordinance 22-O-05, to approve and authorize the Mayor to sign a Lease Agreement between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for space at 397 Herndon Parkway
7. Resolution 22-G-19, to approve and authorize the Mayor to sign a Permit Agreement between Columbia Gas of Virginia, Inc. and the Town of Herndon to facilitate the relocation of a gas pipeline for the VDOT East Elden widening project
8. Resolution 22-G-20, to reappoint Lauren Edmondson as the ‘Historic Preservationist’ member and Matthew Ossolinski as the ‘Architect/Architectural Historian’ member to the Historic District Review Board
9. Resolution 22-G-21, to reinstate the Herndon Town Council’s Pedestrian and Bicycle Advisory Committee and appointment of Chair and Members
10. Resolution 22-G-22, to nominate Roland Taylor for reappointment as the Town of Herndon ‘Principal’ member to the Fairfax County Athletic Council
11. Resolution 22-G-23, to reappoint Will Lange as the ‘Experienced Builder’ member to the Building Board of Appeals

Future Town Council Meetings

March 15, 2022	Town Council Work Session	7:00 PM
March 22, 2022	Town Council Public Hearing	7:00 PM
March 24, 2022	Town Council Strategic Planning Initiatives Meeting	6:00 PM
April 5, 2022	Town Council Work Session	7:00 PM
April 12, 2022	Town Council Public Hearing	7:00 PM

TOWN OF HERNDON, VIRGINIA

ORDINANCE

March 8, 2022

Ordinance- to approve and authorize the Mayor to sign a Lease Agreement between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for space at 397 Herndon Parkway.

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

1. The Town Council approves a lease dated March 8, 2022 by which the Town would lease to Jennifer Boysko, Virginia State Senator, space in the Town's building located at 397 Herndon Parkway solely for constituent services. The term shall begin on April 1, 2022 and end on January 10, 2024. The rent shall be \$1.00 for the term.
2. The Mayor is authorized to sign and deliver the lease as described in paragraph 1 above and any related document necessary to evidence or effect the lease.
3. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 8th day of March 2022, by and between the TOWN OF HERNDON, a municipal corporation (Landlord) and the Honorable JENNIFER B. BOYSKO, Virginia State Senator (Tenant).

Recitals

Landlord is the owner of a building and premises located at 397 Herndon Parkway, Herndon, Virginia (the building).

Landlord and Tenant have agreed that Tenant will lease from Landlord, in consideration of the rent and other benefits, and under the terms and conditions specified here, a portion of the premises of the building located at 397 Herndon Parkway (the leased premises), as shown on Exhibit A, attached and incorporated by reference.

THEREFORE, the parties agree as follows:

1. Commencement and Ending Date of Term. Beginning April 1, 2022, Landlord leases the leased premises to Tenant according to the terms of this lease. The Tenant may possess the leased premises with the Tenant having the right to terminate the Lease upon 30 days prior written notice to the Landlord, and the Landlord having the right to terminate the Lease upon 90 days prior written notice to the Tenant. The term of this lease shall expire January 10, 2024
2. Rent. Tenant shall pay Landlord on demand \$1.00 rent for the entire term.
3. Use of Premises. Tenant shall use the leased premises solely for an office for constituent services. Tenant shall have access to and from the leased premises and to the restrooms. Landlord retains for itself and its employees, agents, and invitees, a right of access through the leased premises to and from spaces. Tenant certifies to Landlord that uses of this space are consistent with the Town of Herndon Zoning Ordinance and architectural guidelines or ordinances of the Herndon

Town Code.

4. Policy Compliance. Tenant shall comply with all policies regarding the use of Town buildings, including the prohibition of alcohol and the use of recreational drugs or tobacco, as well as the Town building key policy.

5. Utility Charges. Landlord shall maintain and pay the cost of all utilities (except telecommunications) on the leased premises.

6. Liability Insurance. Tenant shall keep in effect a General Liability insurance policy with respect to the leased premises with a minimum limit of \$1,000,000.00 of coverage. The policy shall name the Town of Herndon as an additional insured. Satisfactory proof of insurance will be required. Town reserves the right to require additional insurance.

7. Hold Harmless of Landlord. Tenant shall hold harmless Landlord, its officers, agents, and employees from any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon, or at the leased premises through the occupancy or use by Tenant.

8. Default. Tenant shall be in default upon failure to perform any term of this lease for more than five days after written notice of such failure shall have been given to Tenant or after Tenant's abandonment of the leased premises.

9. Rights and Remedies on Default. Landlord shall have the following rights on default of Tenant, which shall be cumulative, none excluding any other right allowed by this lease or by law.

a. Landlord may enter the leased premises and repossess the leased premises and remove Tenant and any others who may be occupying the leased premises and remove any

property.

b. Landlord may seize, remove and sell all of the personal property and fixtures of Tenant on the leased premises or remove and store such property at the cost of and for the account of Tenant.

10. Custodial. Landlord shall provide custodial services, consisting of emptying trash and vacuuming, once a week for the leased premises.

11. Waste or Nuisance. Tenant shall not commit any waste or nuisance upon the leased premises.

12. Maintenance by Tenant. Tenant accepts the leased premises including the improvements and any furnishings and equipment in the leased premises in their existing condition. Tenant shall at all times keep the leased premises in good order, condition, and repair. Tenant shall maintain the leased premises in a clean and sanitary condition. If Landlord is required to make any repairs by reason of Tenant's negligent or intentional act or omission, Tenant shall pay to Landlord the cost of the repairs as additional rent within ten days after written notice. Landlord shall be responsible for roof, structural integrity of the building, and replacement and repair of utility systems related to the leased premises. Except as provided in paragraph 15, Tenant shall return the leased premises to its original condition prior to Tenant's vacation of the premises, normal wear and tear excepted.

13. Notification of Hazard. Tenant and Landlord shall give immediate notice to the other in case of fire, accident, or defect in the leased premises or in any fixtures or personal property comprising the leased premises.

14. Alterations and Improvements. Except as provided in this paragraph, Tenant shall not make or cause to be made any alterations to the leased premises without first obtaining Landlord's

written consent.

15. Removal of Improvements and Restoration by Tenant. All alterations except lighting not necessary for normal use of the building or conformance with the Virginia Uniform Statewide Building Code made by Tenant shall remain the property of Landlord at the expiration or termination of the lease. This property will remain part of the leased premises and Tenant shall not have any obligation to remove it.

16. Loss and Damage. Landlord shall not be liable for any loss or damage to property of Tenant located on the leased premises. Landlord shall not be liable for any injury, death, or damage to persons or property associated with Tenant resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the leased premises. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they form a part. All property of Tenant or its subtenants kept or stored on the leased premises shall be so kept or stored at the risk of Tenant or subtenants and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

17. Right of Entry. In addition to Landlord's right of access as described in paragraph 3, Landlord, its contractors, agents, or prospective purchasers or lessees, shall have the right to enter the leased premises during normal business hours to examine the same upon reasonable notice, either oral or written.

18. Quiet Enjoyment. Upon the observance of all Tenant's obligations of this lease, Tenant shall peaceably and quietly hold and enjoy the leased premises.

19. Surrender of Premises. At the expiration or termination of the term of this lease, Tenant shall surrender the leased premises in the same condition that the leased premises were in at

the commencement of this lease, except as provided in paragraph 15, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord.

20. Assignment and Subletting. Tenant may not assign this lease without prior written consent of Landlord. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

21. Binding on Successors/Assigns. All of the terms of this lease shall bind the successors and assigns of Landlord and Tenant, except where the assignment is ineffective due to lack of Landlord's consent.

22. Contact Information. For the purposes of this agreement and until changed by written notice to the other party, the Landlord and Tenant can be contacted as identified below:

Landlord:

Town Attorney
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

With Copy to:

Director of Public Works
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

Email: town.attorney@herndon-va.gov

Phone: (703) 787-7370

Tenant:

Senator Jennifer B. Boysko
P.O. Box 247
Herndon, VA 20172

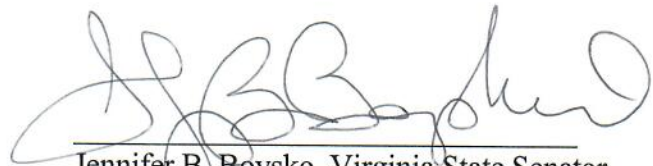
Alternative Contact Address:

Senator Jennifer B. Boysko
940 Locust Street
Herndon, VA 20170

Email: district33@senate.virginia.gov

Phone: (703) 437-0086

Signatures on following page


Jennifer B. Boysko, Virginia State Senator

TOWN OF HERNDON, VIRGINIA

Sheila A. Olem, Mayor

ATTEST:

Town Clerk

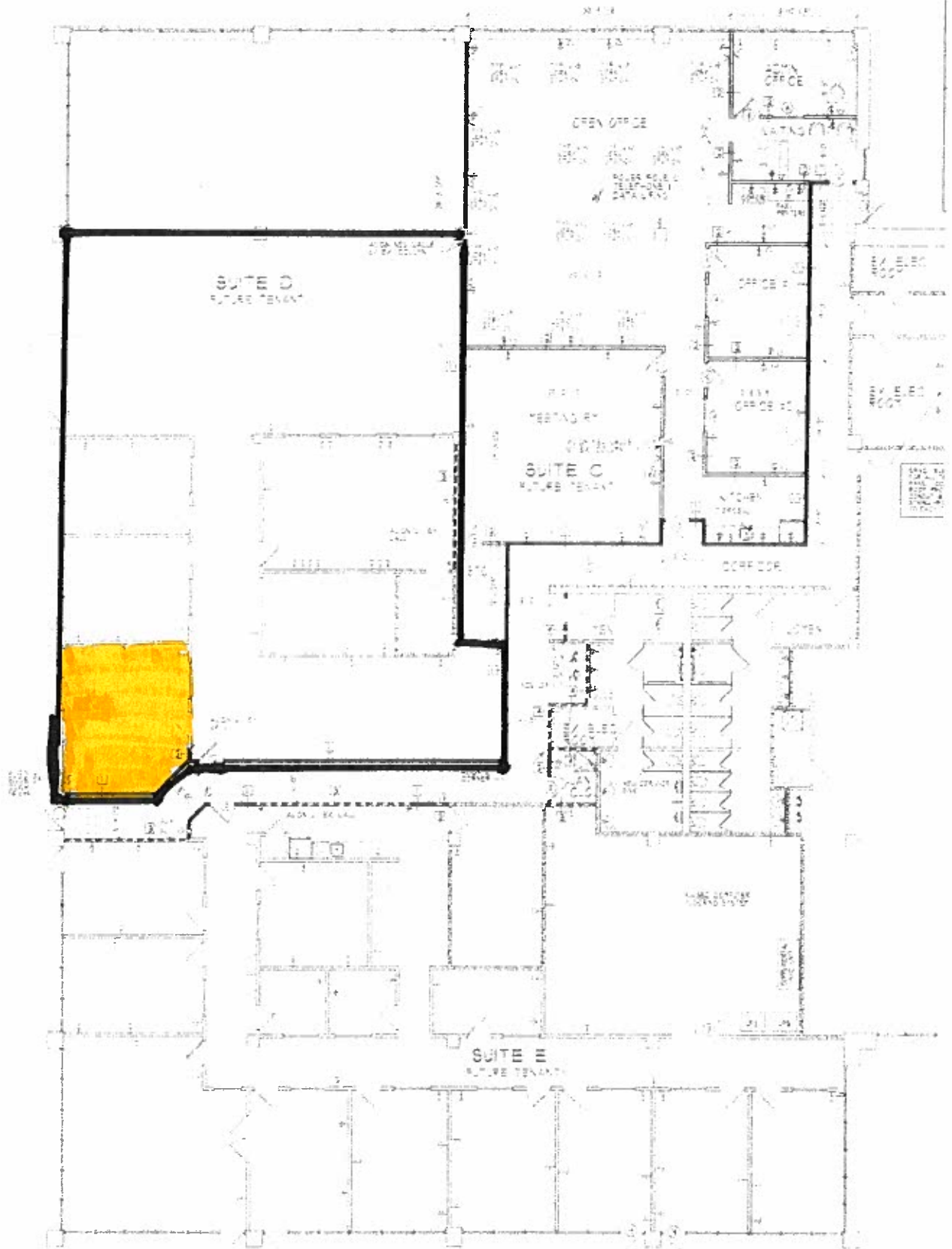
APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney

EXHIBIT A

INTERIOR WINDOW

36" x 48" x 1/2" CLEAR GLASS PANEL
8PT. X KNICK DOWN POLICE METAL FRAME



PROPOSED FLOOR PLAN
A2 1/8" = 1'-0"

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 8, 2022

Resolution- To approve and authorize the Mayor to sign a Permit Agreement between Columbia Gas of Virginia, Inc. and the Town of Herndon to facilitate the relocation of a gas pipeline for the VDOT East Elden widening project.

WHEREAS, The East Elden Street Widening Improvements is a long-standing CIP project (the “Project”) that is being administered by the Commonwealth of Virginia, Department of Transportation (VDOT) who is designing and building the improvements; and

WHEREAS, As part of the Project, sections of gas pipeline owned by Columbia Gas of Virginia, Inc. (“Columbia”) located in easements on private property along the northern frontage of Elden Street will have to be relocated to within the new Elden Street right of way limits; and

WHEREAS, The Permit Agreement acknowledges that Columbia has established prior rights in the private easements; provides for the Project to reimburse Columbia for relocating the necessary pipelines; establishes prior rights for the new location of the pipeline, and acknowledges the right for Columbia to receive future compensation and reimbursement if the same section of pipeline has to be relocated as a result of a future Town and/or VDOT project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby approves and authorizes the Mayor to sign the Permit Agreement substantially in the form of that considered by the Town Council on March 8, 2022, with such changes as to form approved by the Town Attorney.

Tax Parcel ID #: 0171 02 0025B1,
0171 03 0001A

RW 48021, 48022, 48023, 48024

PERMIT AGREEMENT

THIS AGREEMENT is made this ___ day of _____ 2022, by and between the **TOWN OF HERNDON**, a Virginia municipal corporation, hereinafter “Town”, and **COLUMBIA GAS OF VIRGINIA, INC.**, a Virginia Corporation, having an address at 1809 Coyote Drive, Chester, Virginia 23836, its successors and assigns, hereinafter “Columbia.”

WITNESSETH as follows:

WHEREAS, Columbia is the owner of Right of Way agreements for pipeline purposes as described in agreements dated October 9th, 1985, recorded in Deed Book 6246, Page 0245 (RW 48021), August 8, 1985, recorded in Deed Book 6224, Page 1659 (RW 48022), July 25th, 1985, Deed Book 6224, Page 1662 (RW 48023) and August 14th, 1985, Deed Book 6224, Page 1665 (RW 48024) in the land records of the Town of Herndon, Fairfax County, Virginia hereinafter referred to as the “Right of Way Agreements”; and

WHEREAS, the Right of Way Agreements grant and convey to Columbia a right-of-way over certain real property to construct, lay, install, maintain, operate, replace and remove pipeline, for the transportation of gas, with said terms and real property as more fully described in the Right of Way Agreements, said real property hereinafter referred to as the “Property; and

WHEREAS, the Town and the Virginia Department of Transportation (VDOT) have undertaken a construction project to widen and improve Elden Street (VA Route 606/6656), from Fairfax County Parkway to Van Buren Street known as Project No. U000-235-110, RW-201.C-501 (the “Project”), that will require Columbia to relocate portions of its pipeline now located in the easement areas described in the Right of Way Agreements; and

WHEREAS, the Property that is subject to the Right of Way Agreements along Elden Street is shown on the VDOT Highway Plan VA Route 606/6656, U000-235-110, RW 201.C-501 and which shown on Sheets Numbered 7RW & 8RW, known as Parcel 018-UE5 (RW 48021), UE7 (RW 48022), UE2 (RW 48023); and Parcel 032 UE (RW 48024), with said Property being further highlighted and shown on Exhibit A and Exhibit B, attached hereto and incorporated herein; and

WHEREAS, in order to effectuate the completion of the Project, Columbia has consented and agreed as to the Property to modify, amend and supplement the Right of Way Agreements only as it relates to the relocation of the easements to the Elden Street right of way limits.

NOW THEREFORE, Columbia agrees to the voluntary relocation of its easements described in the Right-of-Way Agreements and will relocate and construct its pipeline and facilities in the Elden Street right way limits pursuant the construction plans for the Project; and

NOW FURTHER THEREFORE, in exchange for the voluntary relocation of its easements by Columbia, the Town agrees to the following: (1) reimbursement to Columbia from, and as calculated by the Project, of its expenses in relocating the necessary pipelines (2) prior rights for the new location to be maintained only to the extent of the Property described in said Right of Way Agreements, recorded in Fairfax County (3) and a right to future compensation and reimbursement of pipeline as reflected in the plans for the Project if Columbia is required to relocate this section of pipeline again if the relocation is the result of a future Town and/or VDOT project.

NO OTHER MODIFICATIONS. The Right of Way Agreement except as specifically modified herein, shall remain in full force and effect.

SUCCESSORS. All rights and duties under this Agreement shall benefit and bind Town and Columbia and their respective heirs, successors and assigns.

WITNESS the following signature(s) and seal(s):

ATTEST:

TOWN OF HERNDON, VIRGINIA

Town Clerk

By _____
Sheila A. Olem, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Sheila A. Olem as Mayor of the Town of Herndon, Virginia, whose name is signed to the foregoing agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney

REVISION	STATE	ROUTE	STATE PROJECT	SHEET NO.
5/2/2009 6/2/2009 7/1/2009 8/1/2009 9/1/2009 10/1/2009 11/1/2009 12/1/2009	VA.	606/ 6656	U000-235-110 FM-201,C-501	77W
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT				

[illegible]

**CVA RW#48021
DB 6246 PG 0245
(UE5)
Parcel 018**

	PROJECT <i>U000-235-110</i>	SHEET NO. <i>7RW</i>
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THESE PLANS ARE UNFINISHED AND ARE NOT
BE USED FOR ANY TYPE OF CONSTRUCTION.

PROJECT MANAGER *Hamid Misaghiar, P.E.* (703) 259-7795
SURVEYED BY *Blaze Associates, LLC* (703) 968-3200; (July 10, 2012)
DESIGN BY *John A. Glometti, P.E.* *Rinker Design Associates* (703) 368-3733
SUBSURFACE UTILITY PROVIDED BY *Howard Spence, L.S., Woodport,*
(757) 549-5388; (November 26, 2013);
Frank Richardson II, L.S., Accumark,
(804) 550-7740; (May 2016)

PROJECT ASSIGNED PARCEL NO.	APPROXIMATE						
	TOTAL	PROP. R/W	TOTAL REMAIN.	VDOT UTIL. FOR DOMINION	DRAINAGE	SIGNAGE	JOINT VDOT DOM.
1							
2							
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Exhibit B

PROJECT ASSIGNED PARCEL NO.	APPROXIMATE AREAS													
	E													
	TOTAL	PROP. R/W	TOTAL REMAIN.	VDOT UTIL. FOR COMMON ENERGY LIGHTING	DRAINAGE	SIGNAGE	JOINT USE VDOT, DOM. VZ, SUBMIT. MOLE. COM. ZONE	JG U VE	GOV U VE	SUB U VE	MOLE. COM. ZONE	MOLE. COM. ZONE	MOLE. COM. ZONE	MOLE. COM. ZONE
	ACRES	SQ.FT.	ACRES	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.	SQ.FT.
018	2,412	8,620	2,815	-	228	-	-	8,590	-	-	576	3,667	8,666	-
019	6,394	22,212	6,366	1,506	1,970	-	3,475	-	-	135	796	-	-	-
020	1,715	5,919	1,600	-	1,970	-	-	7,209	-	-	1,143	10,399	996	-
021	0,369	3,592	0,307	-	1,302	-	-	2,621	-	-	-	320	12,101	-
021	0,618	3,151	0,546	-	-	-	2,587	-	-	-	-	482	13,566	-
022	1,624	2,821	1,559	-	512	-	13,069	-	-	-	-	6,395	15,966	-
022	23,479	56,229	23,349	-	3,082	-	-	-	-	-	-	660	7,047	-
023	1,274	3,581	1,185	-	351	-	-	-	-	-	-	1,888	3,025	-
024	1,715	2,834	1,711	-	-	-	3,760	-	-	10,964	429	188	3,521	-
027	1,554	3,243	1,496	-	269	-	-	-	-	-	-	1,055	1,526	3,521

COMMONWEALTH OF VIRGINIA
NICHOLAS J. KOUGOULIS
Lic. No. 003046
LAND SURVEYOR

Nicholas 2021.03.02
Kougoulis 13:30:36 -05'00"

Rinker Design Associates, P.C.
Manassas, Virginia
LAND SURVEYOR

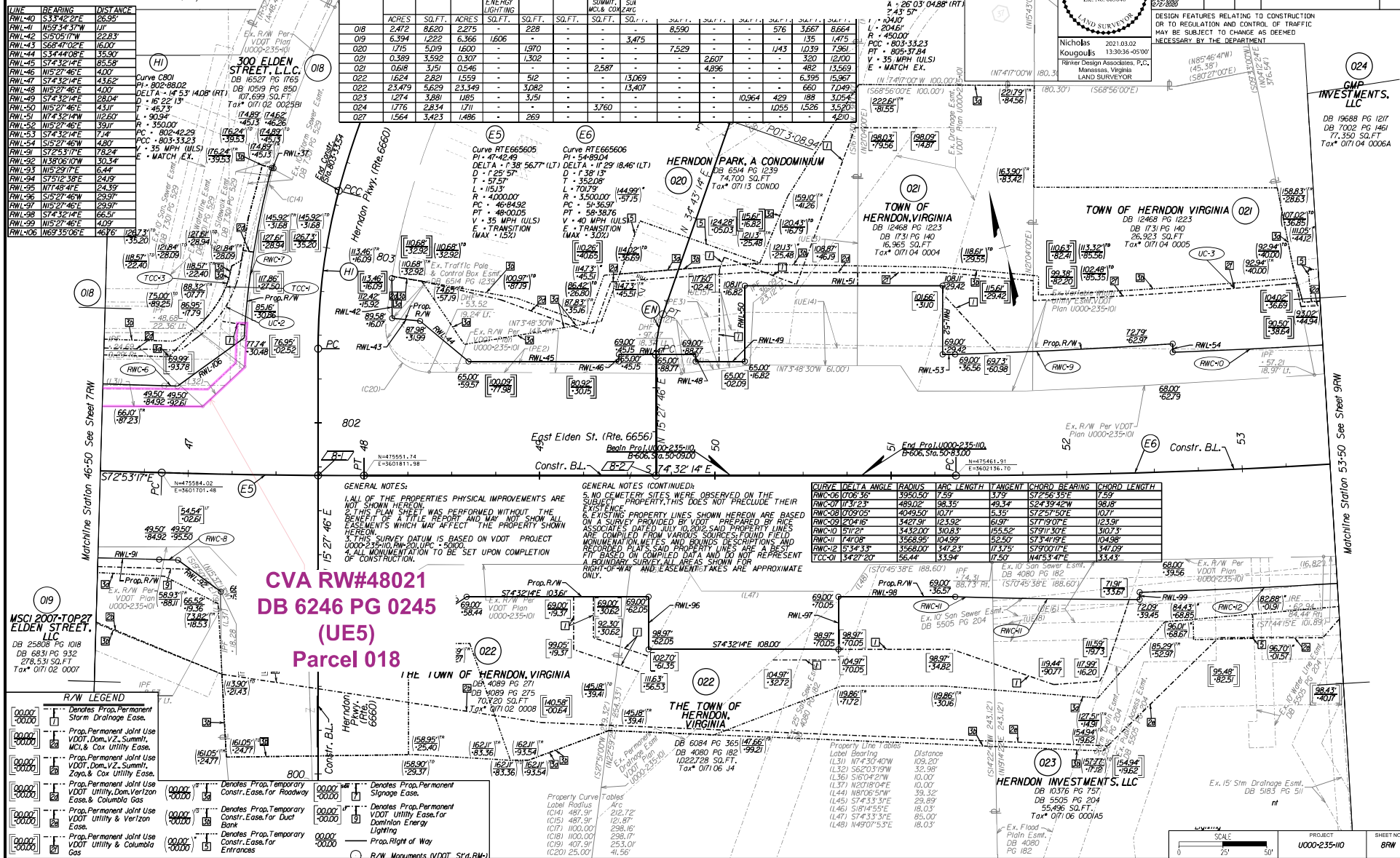
DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
MAY BE SUBJECT TO CHANGE AS DEEMED
NECESSARY BY THE DEPARTMENT

(N85°46'47W)
(45.38°)
(S80°27'00"E)

33°00'W
12°24'E
6.54'

E	SHEET
PROJECT	
U000-235-110	
RW-201, C-501	BR

GMP INVESTMENTS, LLC
DB 19688 PG 1217
DB 7002 PG 1461
77,350 SQ.FT
Tax# 017104 00064



R/W PLANS

THESE PLANS ARE UNFINISHED AND ARE NOT
BE USED FOR ANY TYPE OF CONSTRUCTION.

NORTHERN VIRGINIA
DISTRICT

3/2/2021

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 8, 2022

Resolution- to reappoint Lauren Edmondson as the ‘Historic Preservationist’ member and Matthew Ossolinski as the ‘Architect/Architectural Historian’ member to the Historic District Review Board.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints the following members to the Historic District Review Board:

- **Lauren Edmondson** as the ‘Historic Preservationist’ member for a three-year term ending February 28, 2025; and
- **Matthew Ossolinski** as the ‘Architect/Architectural Historian’ member for a one-year [non-resident] term ending February 28, 2023.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 8, 2022

Resolution- to reinstate the Herndon Town Council's Pedestrian and Bicycle Advisory Committee and appointment of Chair and Members.

WHEREAS, the Herndon Town Council, as part of organizational housekeeping matters at the onset of each term, reviews council advisory committees to determine whether to reinstate or disband existing committees, and throughout the term, the Council may change representation and/or create additional advisory committees; and

WHEREAS, since advisory committees did not the satisfy requirements to meet virtually as meetings were limited to continuity of operations or matters related to the emergency during the pandemic, consideration to reinstate advisory committees was deferred until all primary boards returned to a physical meeting setting.

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

- reinstates the Pedestrian and Bicycle Advisory Committee (PBAC) for the 2021-2022 term;
- appoints **Vice Mayor Cesar del Aguila**, to serve as chair; and
- appoints the following individuals to serve as citizen representatives for two-year terms ending December 31, 2022:
 - Sherry Blanton;
 - Darryl Branting;
 - Janis Linkov-Johnson; and
 - Ian MacDonald.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 8, 2022

Resolution- to nominate Roland Taylor for reappointment as the Town of Herndon 'Principal' member to the Fairfax County Athletic Council.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby nominates **Roland Taylor** for reappointment as the Town of Herndon's 'Principal' member to the Fairfax County Athletic Council for a two-year term ending November 30, 2023.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 8, 2022

Resolution- to reappoint Will Lange as the ‘Experienced Builder’ member to the Building Board of Appeals.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby appoints **Will Lange** as the ‘Experienced Builder’ member to the Building Board of Appeals for a five-year term ending December 31, 2026.