



TOWN COUNCIL WORK SESSION AGENDA

Town Council Chambers
765 Lynn Street, Herndon, VA 20170
Tuesday, December 5, 2023 | 7:00 p.m.

1. Call to Order

2. Presentations

- a. Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2023 (*To be presented at the December 12, 2023 Town Council Meeting*)

3. General

- a. Ordinance to approve and authorize the Mayor to sign a 3-year cable television franchise extension between the Town and CoxCom, LLC
- b. Resolution to approve an amendment to the Funding Agreement for Consulting Services, between the Town of Herndon and certain owners of property located in the Transit-Related Growth Area to provide funding for planning consultant services related to the preparation of a Transit-Related Growth Small Area Plan
- c. Resolution to initiate consideration of a Comprehensive Plan Amendment, CPA #23-01, to amend Chapter 3, Land Use Plan, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through May 24, 2022, to adopt the Transit-Related Growth (TRG) Small Area Plan and incorporate it by reference into the Town's 2030 Comprehensive Plan
- d. Resolution to endorse and authorize two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTA) for Fiscal Year (FY) 2030 Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding
- e. Resolution to award contract IFB# 24-03, Snow Removal and Ice Control Services

4. Consent

- a. Ordinance to approve and authorize the Mayor to sign a lease agreement between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space at 397 Herndon Parkway

- b. Ordinance to approve and authorize the Mayor to sign a lease agreement between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for office space at 397 Herndon Parkway
- c. Ordinance to approve and authorize the Mayor to sign a third lease amendment between the Town and TWC Association Management, Inc. to amend the rent for two renewal extension options for office space and parking spaces located at 397 Herndon Parkway

5. Discussion

- a. Town of Herndon 2024-2029 Draft Strategic Plan
- b. Community Cultural Festivals Donation Program Process
- c. Ad Hoc Committee Standard Operating Procedures
- d. Town of Herndon Youth Advisory Committee
- e. Town Council Attendance - The Council needs to adopt an amendment to our Code of Conduct that would bring us in parity with anticipated amendments to the Town's boards and commissions bylaws. In doing so, we would also need to adopt the convention of accountability that other local governments have embraced throughout the Commonwealth. - Vice Mayor Hedrick

6. Roundtable

7. Adjournment

STAFF REPORT

Town Council
December 5, 2023

Title:

Ordinance to approve and authorize the mayor to sign a 3-year cable television franchise extension between the Town and CoxCom, LLC.

Staff Contact:

Page Kalapasev, Director of Information Technology
(703) 435-6800 x 2001
page.kalapasev@herndon-va.gov

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

Description:

CoxCom, LLC (Cox) currently provides cable television services within the Town of Herndon. The current franchise agreement expires on January 1, 2024. The town, along with Fairfax County and the Town of Vienna have been working with Cox on a renewal or extension agreement for several months.

The terms of the proposed agreement, which are identical to the extensions already executed by Fairfax County and the Town of Vienna, would grant a 3-year franchise extension to Cox for the use of the Town's rights-of-way for the installation, operation, maintenance, and removal of cable television and Institutional Networks (governmental) services, which essentially allows service provision to remain as-is.

By way of executive summary, provisions of the agreement include:

- Fairfax County to serve as the Town's administrative agent as to this franchise, prompting a staff recommendation for common language of the Town and Fairfax County franchises.
- Customer service and service penetration standards.
- Cox shall pay the Town a public rights of way usage fee.
- Cox shall relocate its facilities for Town projects at Cox's expense. Cox shall obtain all necessary permits, licenses, and other approvals to perform street work according to Town ordinances and procedures.
- Cox shall provide insurance, indemnity, and bonding.

Fiscal Impact:

- Cox provides to the Town taxes paid pursuant to Chapter 30, Division 2 of the Town code. The amount varies and was \$39,869 for FY 2021, \$43,032 for FY 2022, and \$36,492 for FY 2023.

- Cox pays BPOL taxes to the Town in the amounts of:

2019	\$ 8,263.09
2020	\$ 8,007.28
2021	\$ 7,375.89
2022	\$ 7,625.20
2023	\$ 6,072.32

- Cox pays Public Right-of-Way use fees which for the past three fiscal years are \$8,552.55 for FY 2021, \$8,777.60 for FY 2022, and \$4,457.13 for FY2023.
- Cox pays permit fees to the Town and the amount also varies based on activity. Cox incurred approximately \$20,000 in permit fees between April 2019 and November 2023.

Staff Recommendation:

That the Mayor and Town Council approve the attached ordinance as proposed, granting CoxCom, LLC a 3-year franchise extension.

Attachments:

1. Ordinance
2. Lease Extension

Prepared and approved by:



Page Kalapasev, Director of Information Technology



Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

DECEMBER 12, 2023

Ordinance- to approve and authorize the Mayor to sign a 3-year cable television franchise extension between the Town and CoxCom, LLC

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

1. The extension agreement dated December 12, 2023, is approved. This instrument extends the original agreement dated December 10, 2013, so that it will expire on January 1, 2027.
2. In all other respects the original agreement remains in effect.
3. The Mayor is authorized to sign and deliver the extension agreement and any related documents, on such a form approved by the Town Attorney, necessary to evidence or effectuate the extension agreement.
4. This ordinance shall be effective on and after the date of its adoption.

AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COXCOM, LLC

This Agreement made this 12th day of December 2023, by and between the Town of Herndon, Virginia (hereinafter the "Town"), and CoxCom, LLC (hereinafter, Cox").

WHEREAS, the Town has granted a franchise ("Franchise") to Cox pursuant to the Cable Franchise Agreement by and between the Town of Herndon, Virginia, and CoxCom, LLC, approved by the Town Council on December 10, 2013 ("Franchise Agreement") and Chapter 18 of the Herndon Town Code, as amended, collectively referred to as the "Franchise Documents"; and

WHEREAS, Cox initiated the franchise renewal process consistent with Section 626 of the Cable Communications Policy Act of 1984, as amended ("Cable Act"), via letter to the Town dated January 4, 2021; and

WHEREAS, the Franchise is scheduled to expire on January 1, 2024; and

WHEREAS, the Town and Cox each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through January 1, 2027 (the "extension period").

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the Town to grant Cox a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed on the day first above written.

TOWN OF HERNDON, VIRGINIA	COXCOM, LLC
Sheila A. Olem, Mayor	J.D. Myers, II, Senior Vice President and Region Manager East
APPROVED AS TO FORM  Lesa J. Yeatts, Town Attorney	



STAFF REPORT

Town Council
December 5, 2023

Title:

Resolution to approve an amendment to the Funding Agreement for Consulting Services, between the Town of Herndon and certain owners of property located in the Transit-Related Growth Area to provide funding for planning consultant services related to the preparation of a Transit-Related Growth Small Area Plan.

Staff Contacts:

William H. Ashton II, Town Manager
bill.ashton@herndon-va.gov

Lauri A. N. Sigler, Deputy Town Attorney
(703)787-7370 | lauri.sigler@herndon-va.gov

Background:

On October 16, 2021, the Town Council approved a Funding Agreement for Consulting Services (the "Agreement") between the Town of Herndon and certain owners of property located in the Transit-Related Growth ("TRG") Area in the Town of Herndon. The Agreement provides for the property owners to pay the Town up to a total of \$500,000 for planning consultant services related to the preparation of a TRG Small Area Plan (the "TRG Plan") and sets out for payments to be made in four equal installments based on a phasing schedule that included targeted dates for completion of each phase. The original Agreement was fully executed January 11, 2022, by and between the Town, and three different TRG property owners: MBC Property Owners, LLC, Herndon Van Buren LLC and Herndon Hotel Ownership LLC. After the Town's standard procurement procedures were followed, the Town Council awarded a consulting contract to Skidmore, Owings & Merrill, LLP ("SOM") for the preparation of the TRG Small Area Plan.

The Agreement must be amended at this time for two reasons: 1) to formally remove one of the original named property owners as they no longer desire to participate in the Agreement; and 2) to extend the target date for the fourth and final phase of processing the TRG Small Area Plan to allow for additional time for the consultants to complete the plan and present it to the Planning Commission.

After execution of the Agreement, Herndon Hotel Ownership LLC notified the parties that they no longer wanted to participate in the Agreement. Under the terms of the Agreement, the other TRG Owners were still obligated to pay the Town the full monetary amount, and the Town in fact has received all the payments required to date. Since another amendment to the Agreement is needed at this time, the parties have agreed that Herndon Hotel Ownership LLC should be removed as a party to the Agreement with the remaining TRG property owners responsible to pay the Town the full monetary amount of up to \$500,000.

SOM has worked through the planning process with town staff and the advisory committee and has completed the first three phases outlined in the Agreement. The study for the TRG Plan has required complex analysis that also included public outreach. The Town and SOM intended in good faith to meet all the target dates outlined in the Agreement and have completed three out of the four phases, but because of various factors outside the parties' control, cannot not meet the fourth and final target that required a final draft of TRG Plan to be docketed and presented to the Planning Commission for review and recommendation within eighteen months of the award of the consulting contract which date was July, 25, 2023. SOM and the Town now estimate that the final draft of the TRG Plan will be docketed with the Planning Commission by February 1, 2024, and the TRG property owners have agreed to amend the Agreement with this new target date.

Fiscal Impact:

There is no fiscal impact to the Town as the proposed amendment will not change the total payment amount to the Town for the preparation of the TRG Plan.

If the actual costs exceed the funds promised in the Agreement, the TRG Owners have the option to pay the additional funds, or the Town would have to pay the difference.

Recommendation:

Recommend approval of the resolution as presented, amending the Funding Agreement for Consulting Services between the Town of Herndon and certain owners of property located in the Transit-Related Growth Area in the Town of Herndon.

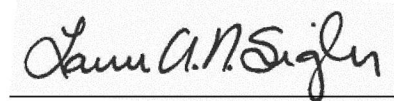
Attachments:

1. Resolution
2. Funding Agreement for Consulting Services Amendment between Town of Herndon and MBC Property Owners LLC and Herndon Van Buren LLC

Staff:



William H. Ashton, II, Town Manager



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

RESOLUTION

DECEMBER 12, 2023

Resolution- to approve an amendment to the Funding Agreement for Consulting Services, between the Town of Herndon and certain owners of property located in the Transit-Related Growth Area to provide funding for planning consultant services related to the preparation of a Transit-Related Growth Small Area Plan.

The Town entered into a Funding Agreement for Consulting Services dated January 11, 2022, with MBC Property Owners, LLC, Herndon Van Buren LLC, and Herndon Hotel Ownership LLC, all owners of property located with the Transit-Related Growth Area ("TRG") in the Town of Herndon (the "Agreement").

The Agreement needs to be amended for two reasons: 1) to formally remove Herndon Hotel Ownership LLC as a party as they no longer desire to participate in the Agreement; and 2) to extend the target date for the fourth and final phase of processing the TRG Small Area Plan to February 1, 2024, to allow for additional time for the consultants to complete the plan and present it to the Planning Commission.

The TRG Owners and the Town desire to enter into an Amendment to the Funding Agreement for Consulting Services.

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

1. The Funding Agreement for Consulting Services Amendment is ratified and approved.
2. The Mayor is authorized to sign the Funding Agreement for Consulting Services Amendment substantially in the form and with the material terms of that considered by the Town Council on December 12, 2023.
3. The Mayor is authorized to agree to changes to the Funding Agreement for Consulting Services Amendment that do not change the Town's financial obligations, provided that the Town Attorney concurs with such changes.

FUNDING AGREEMENT FOR CONSULTING SERVICES AMENDMENT

THIS FUNDING AGREEMENT FOR CONSULTANT SERVICES AMENDMENT is entered into this _____ day of _____, 2023 (the "Amendment") by and between MBC PROPERTY OWNERS LLC, a _____ limited liability company, HERNDON VAN BUREN LLC, a Delaware limited liability company, (Collectively "TRG Owners") and the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation ("Town").

WHEREAS, the parties entered into a Funding Agreement for Consulting Services dated January 11, 2022 (the "Agreement"), incorporated by reference.

WHEREAS, one of the original TRG Owners, HERNDON HOTEL OWNERSHIP LLC, (WIDEWATERS), no longer desires to be a party to the Agreement and the other remaining TRG Owners desire to ensure that they provide the full Monetary Payment to the Town as required by the terms of the Agreement; and

WHEREAS, pursuant to the October 12, 2021, Request for Proposals, the Town selected Skidmore, Owings & Merrill, LLP (SOM) to be the General Planning Consultant to process and prepare the TRG Small Area Plan; and

WHEREAS, the Town and SOM intended in good faith to meet all the associated deadlines outlined in Article II of the Agreement but because of details outside the parties' control, cannot meet all the applicable deadlines and the parties desire to extend certain timelines by mutual consent pursuant to Article II, Paragraph D of the Agreement; and

THEREFORE, in consideration of the mutual covenants, benefits, and burdens set out in the Agreement and this Amendment, the parties hereto agree as follows:

1. HERNDON HOTEL OWNERSHIP LLC, (WIDEWATERS), is hereby removed as a party to the Agreement and the remaining TRG Owners shall be responsible to pay the Town full amount of the Monetary Payment required by ARTICLE III of the Agreement.

2. Portions of Subsection C in ARTICLE II, TIMING AND ASSOCIATED DEADLINES are amended as follows:

Subsection C: The Town shall require the General Consultants to meet the following amended target dates for processing the TRG Small Area Plan:

Phase 4: Final Report/Plan Document. Final draft of TRG Small Area Plan that

encapsulates the process, existing conditions, vision, goals, findings, challenges and constraints and their proposed solutions for the TRG will be docketed and presented to the Planning Commission on or before February 1, 2024 for review and recommendation followed by consideration by the Town Council.

3. In all other respects, the Agreement is confirmed.

4. This document may be executed in counterparts, which taken together, shall constitute one and the same instrument.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

TRG OWNERS

SHORENSTEIN

MBC Property Owners LLC, a _____

By: _____ [SEAL]

Name: _____

Title: _____

ROONEY

Herndon Van Buren LLC, a Delaware limited liability company

By: _____ [SEAL]

Name: _____

Title: _____

Executed and approved on behalf of the Town of Herndon, Virginia, by:

ATTEST:

TOWN OF HERNDON, VIRGINIA

Town Clerk

By_____
Sheila A. Olem
Mayor

Date: _____

APPROVED AS TO FORM:

Lesa J. Yeatts
Town Attorney



STAFF REPORT

Town Council
December 5, 2023

Title:

Resolution to initiate consideration of a Comprehensive Plan Amendment, CPA #23-01, to amend Chapter 3, Land Use Plan, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through May 24, 2022, to adopt the Transit-Related Growth (TRG) Small Area Plan and incorporate it by reference into the Town's 2030 Comprehensive Plan.

Staff Contact:

Ahmad Zaki, Lead Planner / Long-Range Planning
703-787-7380 | ahmad.zaki@herndon-va.gov

Background:

Pursuant to Section 15.2-2229 of the Code of Virginia, amendments to a jurisdiction's comprehensive plan must begin with an initiating resolution. With the approval of an initiating resolution, the Town Council directs the Planning Commission to prepare the amendment and hold a public hearing on the matter within 60 days, or longer if specified by the council. Following the Planning Commission's action at a public hearing, the amendment and the commission's recommendation are considered by the Town Council at the public hearing.

Unlike previous comprehensive plan amendments (CPA) which adopted small area plans, this amendment would incorporate the TRG Small Area Plan by reference into Chapter III of the town's 2030 Comprehensive Plan in general terms without specificity of plan content. This approach allows the small area plan document to stand on its own as an extension of the comprehensive plan. This reduces the potential for redundancies and conflicts between the comprehensive plan and the small area plan and helps streamline implementation. Several northern Virginia jurisdictions use this approach and staff will be recommending this approach for the previously approved small area plans in town with the Herndon 2050 Comprehensive Plan project set to begin in 2024.

Process:

With the proposed initiating resolution, Town Council would refer a potential amendment to the Town of Herndon 2030 Comprehensive Plan adopted August 12, 2008, as amended through May 24, 2022, to the Planning Commission. This amendment aims to adopt the TRG Small Area Plan and incorporate it by reference into the town's 2030 Comprehensive Plan.

Once approved, the TRG Small Area Plan serves as the primary source for guidance on

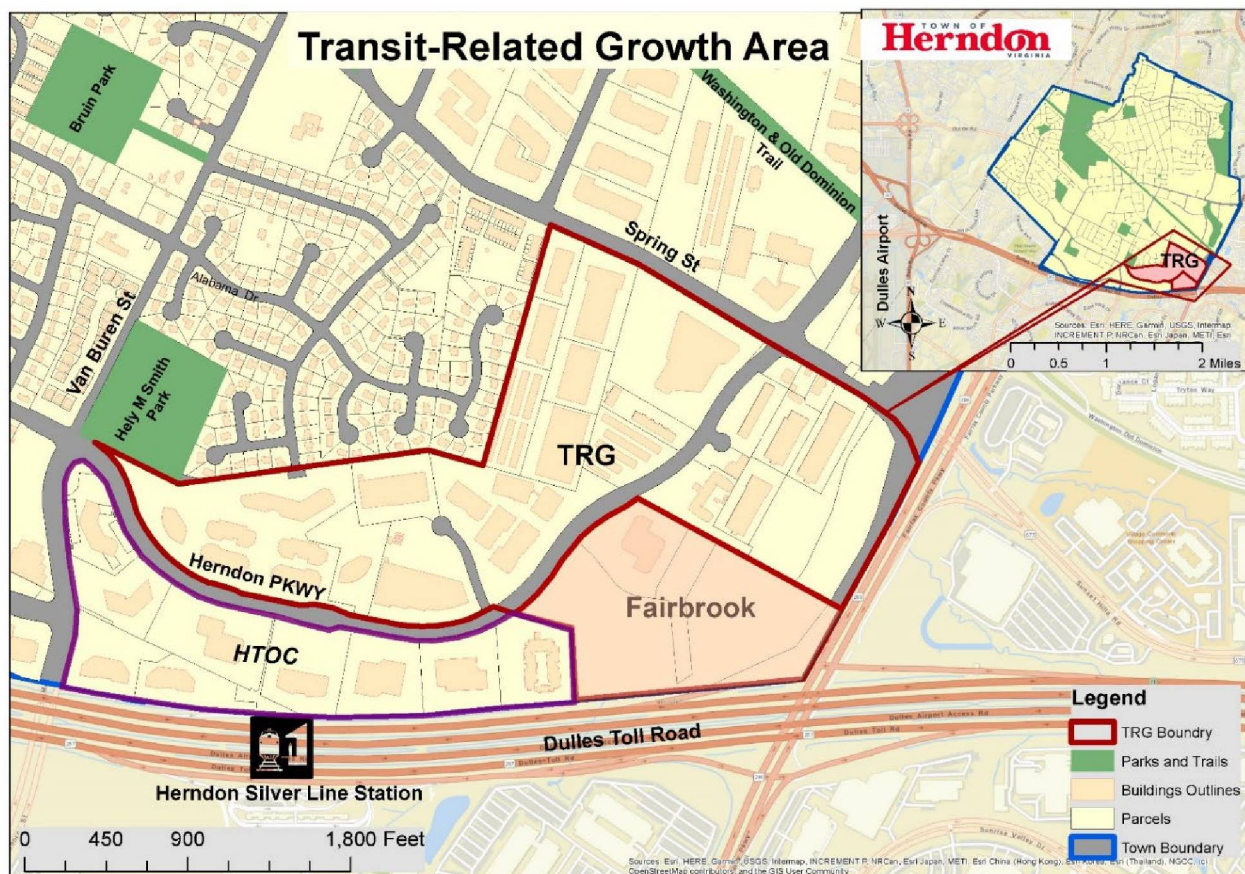
the development of 94 acres of 25 privately owned properties located proximate to but not directly adjacent to the Herndon Metrorail Station within the Town of Herndon.

The comprehensive plan amendment process, if initiated, will include public hearings at the Planning Commission and Town Council levels. Section 15.2-2223 of the Code of Virginia requires that the Planning Commission prepare and recommend by resolution a comprehensive plan amendment for adoption by the Town Council.

The planning effort has been pursued by the Town of Herndon since early 2022 and is currently in its culminating phase. The project involved data collection and analysis, assessment of constraints and opportunities, market study, infrastructure analysis, and traffic study and modeling. Based on these studies and analyses, three alternative concepts were created and shared with the public, stakeholders, and governing bodies for feedback. A preferred alternative was developed and is undergoing refinement after extensive public engagement and direction from the Town Council, Planning Commission, and the TRG Advisory Committee.

TRG Summary:

As depicted in the map below, the TRG is bounded to the south by the Herndon Transit-Oriented Core (HTOC) redevelopment area, to the east by the Fairfax County Parkway, to the north by Spring Street, and to the west by the Downs and Van Buren Estates residential subdivisions. The Fairbrook parcels, though not included in the TRG Small Area Plan, are integral to the future of the area and share several important facilities and transportation connections.



The small area plan is expected to reflect the collective vision and aspiration of the whole community. The outcome of the planning process will be a long-term plan for future redevelopment that will facilitate the eventual transition of the 94 privately owned acres into a well-designed and viable mixed-use district. The plan is expected to encourage redevelopment, recognize the probability of disparate development timelines, provide appropriate buffers to abutting neighborhoods, formulate a unique sense of place as well as an identity integral to the Town of Herndon, contribute to a multi-modal transportation network, and establish a pattern and expectation for innovative, sustainable, and excellence in architectural and urban design.

Public Engagement:

Public engagement has been an integral part of this planning process. The plan is being developed through a collaborative and inclusive process steered by the project consultants, Skidmore, Owings, and Merrill (SOM), an advisory committee, and a technical staff committee. The approach to garnering public input and engagement has been comprehensive, and diverse, and is ongoing with future Planning Commission and Town Council public hearings.

Staff Recommendation

Staff recommends approval of the attached resolution, as required by Section 15.2-2223 of the Code of Virginia, to authorize consideration of the Comprehensive Plan Amendment (CPA #23-01).

Attachment:

1. Initiating Resolution CPA #23-01 dated December 12, 2023
2. Draft language to be incorporated into Chapter 3 of the Comprehensive Plan

Staff:



Ahmad Zaki
Lead Planner, Long-range Planning



Bryce A. Perry
Deputy Director of Community Development

TOWN OF HERNDON, VIRGINIA

RESOLUTION

DECEMBER 12, 2023

Resolution- to initiate consideration of a Comprehensive Plan Amendment, CPA #23-01, to amend Chapter 3, Land Use Plan, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through May 24, 2022, to adopt the Transit Related Growth (TRG) Small Area Plan and incorporate it by reference into the Town's 2030 Comprehensive Plan.

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

1. The Town Council of the Town of Herndon initiates consideration of the requested comprehensive plan amendment in accordance with Section 15.2-2223 and 15.2-2232 of the Code of Virginia.
2. The proposed amendment is referred to the Planning Commission for review and recommendation in accordance with Code of Virginia § 15.2-2229. Amendments.
3. Public necessity, convenience, general welfare, or good zoning practice requires the Town Council's consideration of this proposed measure.

Transit-Related Growth (TRG) Small Area Plan

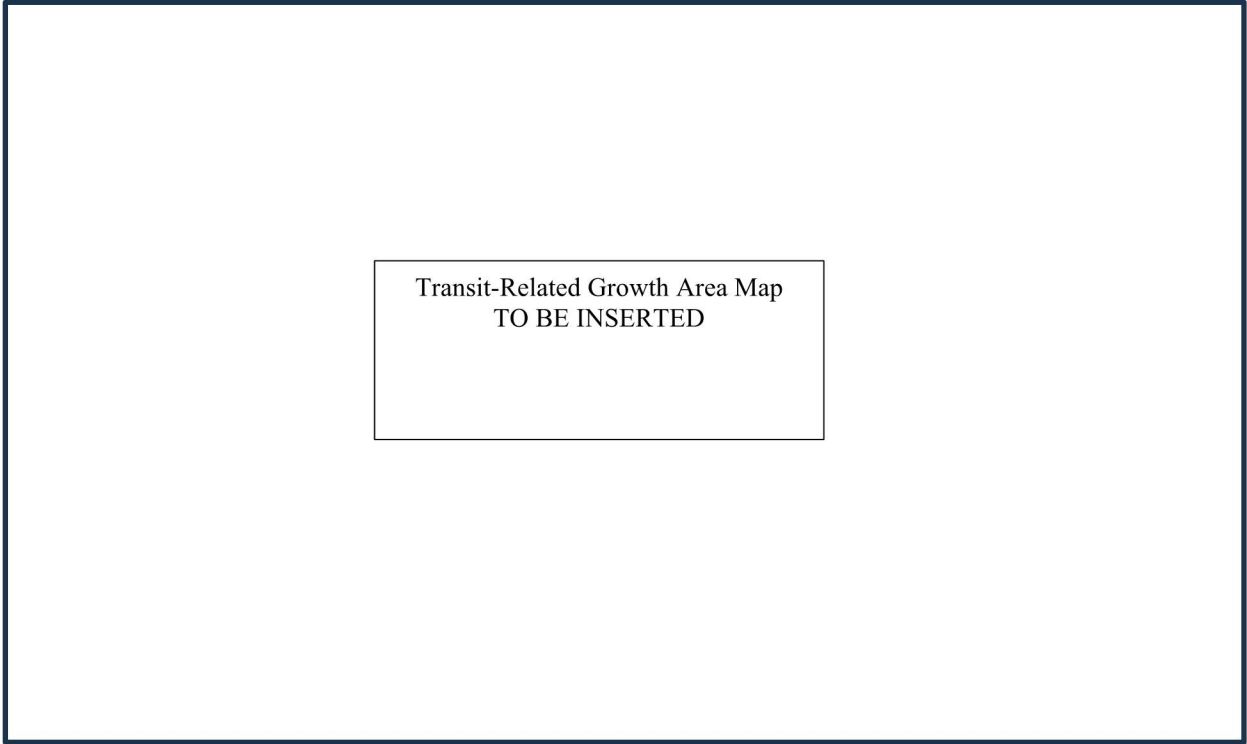
The Transit Related Growth Area (TRG) is comprised of approximately 94 acres of land within the southeast quadrant of the town with proximity to the Herndon Metrorail Station. Its boundaries are shown in the Transit-Related Growth Area Map shown below.

The TRG Small Area Plan was prepared based on detailed analysis of the area and extensive public engagement. The small area plan serves as the primary source of direction on issues such as land use, transportation, urban design, and sustainability, that are specific to the unique character and environment sought for the TRG area. The small area plan provides a level of specificity that supplements and expands the other

applicable guidance included in the town's Comprehensive Plan.

The small area plan functions, along with the zoning ordinance, as an important tool for the town and TRG stakeholders by establishing the framework for future growth and land use changes in the TRG. Adherence with small area plan will be necessary for cohesive and vibrant, sustainable, and equitable development occurring in the TRG.

Should any potential TRG-related conflicts between the TRG Small Area Plan and previously adopted comprehensive plan amendments or small area plans emerge, the language from the TRG Small Area Plan takes precedent



Transit-Related Growth Area Map
TO BE INSERTED

STAFF REPORT

Town Council
December 5, 2023

Title:

Resolution to endorse and authorize two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTa) for Fiscal Year (FY) 2030 Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding.

Staff Contacts:

Mark Duceman, MBA, AICP - Transportation Program Manager/Senior Planner
(703) 787-7380 | mark.duceman@herndon-va.gov

Jaleh Moslehi, PE - Capital Project Planner/Engineer
(703) 787-7380 | jaleh.moslehi@herndon-va.gov

Background:

Staff proposes submitting one FY 2030 RSTP application and one FY 2030 CMAQ application to the NVTa-RJACC. The deadline for application submittals is January 12, 2024. The proposed projects and respective funding requests are listed below.

- **RSTP Proposed Project** (funding criteria: roadway projects that improve the region's transportation network and facilitate alternative modes of transportation)

Sterling Road Multi-Modal Improvements (UPC -T25325)

Funding application request of up to \$1,500,000

- **CMAQ Proposed Project** (funding criteria: advancing cost-effective transportation projects that reduce vehicle emissions and improve air quality for regional benefit)

Town-wide ADA Sidewalk and Trail Improvements (UPC -T28071)

Funding application request of up to \$500,000

Fiscal Impact:

No town local match is required under the federal RSTP and CMAQ funding programs. If approved, this Resolution will permit staff to apply for federal funds as an alternative to the use of town general funds for capital improvement projects. However, grant recipients will not receive a lump-sum cash disbursement at the time of award announcement. Instead, projects receive federal funds through a reimbursement process,

of which the recipient must make expenditures prior to receiving any funds. Therefore, jurisdictions must have access to sufficient town general funding sources to manage the cash flow associated with the project.

Town Council Alternatives:

The following alternatives are available to the Town Council.

1. Approve the resolution endorsing the two applications for funding under the Northern Virginia Transportation Authority (NVTa) for the Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding for the fiscal year 2030.
2. Deny endorsement and approval of the resolution.

Recommendation:

Staff recommends that the Council adopt the attached Resolution endorsing the request for funding through the Northern Virginia Transportation Authority (NVTa) for FY2030 Regional Surface Transportation Program (RSTP) and FY2030 Congestion Mitigation Air Quality (CMAQ) funding for Sterling Road Multi-Modal Improvements and Townwide ADA Sidewalk & Trail Improvements.

Attachments:

1. Resolution

Staff:



Jaleh Moslehi, PE
Capital Project Planner/Engineer



Mark Duceman - AICP, MBA
Transportation Program Manager/Senior Planner

TOWN OF HERNDON, VIRGINIA

RESOLUTION

DECEMBER 12, 2023

Resolution- to endorse and authorize two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTa) for Fiscal Year (FY) 2030 Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding.

The Town desires to process two project applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) to include the following:

RSTP – ‘*Sterling Road Multi-Modal Improvements*’ (UPC-T25325) project funding application request of up to \$1,500,000 and

CMAQ – ‘*Townwide ADA Sidewalk and Trail Improvements*’ (UPC- T28071) project funding application request of up to \$500,000.

This resolution evidences support for these federal transportation funding applications and commits to and supports the spending of the amount awarded in FY 2030 for these capital improvement projects.

No town local match is required under the Federal RSTP and CMAQ funding programs.

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

1. The submittal of two project applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTa) for the requested funds through the federal Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding programs for fiscal year 2030 is approved.
2. The Mayor is authorized to sign and deliver this agreement on such a form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.

STAFF REPORT

Town Council
December 5, 2023

Title:

Resolution to award Contract IFB #24-03, Snow Removal and Ice Control Services

Staff Contact:

Scott Robinson, Director of Public Works
703-435-6853 | scott.robinson@herndon-va.gov

Background:

The town solicited bids from qualified firms with licensed operators to provide all labor and equipment necessary to perform snow and ice removal services on town maintained primary, secondary, and subdivision roads throughout the Town of Herndon. This will be in cooperation with the town's snow and ice control operations crews. The snow removal season is defined as November 1st of each year through April 30th of the following year.

IFB #24-03, Snow Removal and Ice Control Services was advertised on the Town of Herndon's website and eVA Commonwealth of Virginia procurement website. On November 21, 2023, at 1:05 p.m., the bids were publicly opened and read aloud. The solicitation included seven individual bid line items based on vehicle or equipment types and permitted the town to award contracts to multiple responsive and responsible bidders, however, only one bid was received as follows:

<u>Bidder</u>	<u>Line</u>	<u>Description</u>	<u>Unit Price Per Hour</u>
AllGreen Solutions, Inc., trading as AllGreen Landscape Company	01	4WD single axle vehicles equipped with snowplow	\$175.00
	05	Skid Steer Loaders with minimum 0.25 cubic yard bucket	\$195.00

AllGreen Solutions, Inc., t/a AllGreen Landscape Company was found to be responsive and responsible for Line items 01 and 05.

Fiscal Impact:

Funds to support the work established by the contract are available in the following budget account: Streets Contract Services Account 0010886 420610 and other FY 2024 Budget and Reserve accounts.

Staff Recommendation:

Staff recommends Contract IFB #24-03, Snow Removal and Ice Control Services, be awarded to AllGreen Solutions, Inc., t/a AllGreen Landscape Company, Inc.

Attachments:

1. Resolution

Staff:

A handwritten signature in blue ink, appearing to read "Scott Robinson", is positioned above a horizontal line.

Scott Robinson, PE
Director of Public Works

TOWN OF HERNDON, VIRGINIA

RESOLUTION

DECEMBER 12, 2023

Resolution- to award Contract IFB #24-03, Snow and Ice Control Services.

In cooperation with the town's snow removal operations, the Department of Public Works has solicited bids for an annual term contract for the services of qualified firms with licensed operators to provide all labor and equipment necessary to perform snow and ice removal services on Town maintained primary, secondary, and subdivision roads throughout the Town of Herndon. An invitation for Bid was posted October 31, 2023, on eVA Commonwealth of Virginia procurement website and the Town of Herndon website to maximize competition. Only one bid was received and opened on November 21, 2023, at a public bid opening:

<u>Bidder</u>	<u>Line</u>	<u>Description</u>	<u>Unit Price Per</u> <u>Hour</u>
AllGreen Solutions, Inc., trading as AllGreen Landscape Company	01	4WD single axle vehicles equipped with snowplow	\$175.00
	05	Skid Steer Loaders with minimum 0.25 cubic yard bucket	\$195.00

AllGreen Solutions, Inc., t/a AllGreen Landscape Company was found to be responsive and responsible for Line items 01 and 05. Funds to support the work established by the contract are available in the FY 2024 Budget and Reserve accounts.

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

1. The Town Council awards IFB Contract #24-03 to AllGreen Solutions, Inc., t/a AllGreen Landscape Company.
2. The Town Manager is authorized to sign the contract, and any other documents or actions to effectuate this award.

STAFF REPORT

Town Council
December 5, 2023

Title:

Ordinance to approve and authorize the Mayor to sign a lease agreement between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space at 397 Herndon Parkway.

Staff Contact:

Scott Robinson, Director of Public Works
(703) 787-7388 | scott.robinson@herndon-va.gov

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

Description:

Delegate Irene Shin currently occupies office space in the Town's building located at 397 Herndon Parkway. The office space is used for constituent services. That lease is set to expire on December 31, 2023.

The proposed new lease term will begin on January 1, 2024, and expire at the end of the Delegate's current term of office on December 31, 2025. The rent for this space is proposed to remain \$1.00, consistent with other leases for governmental entities at this location.

Fiscal Impact:

None.

Staff Recommendation:

Recommend adoption of the attached ordinance as proposed.

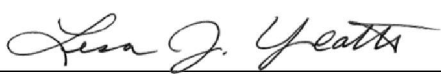
Attachments:

1. Draft Ordinance
2. Lease and Exhibit A

Staff:



Scott Robinson, Director of Public Works



Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

DECEMBER 12, 2023

Ordinance- **to approve and authorize the Mayor to sign a lease agreement between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space at 397 Herndon Parkway.**

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

1. The Town Council approves a lease agreement dated December 12, 2023, between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space in the Town's building located at 397 Herndon Parkway for constituent services. The lease agreement shall be effective from January 1, 2024, and will expire on December 31, 2025. The rent shall be \$1.00 for the term.
2. The Mayor is authorized to sign and deliver the lease agreement and any related documents necessary to evidence or effectuate the lease agreement.
3. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 12th day of December 2023, by and between the TOWN OF HERNDON, a municipal corporation (Landlord) and the Honorable IRENE SHIN, Member of the House of Delegates (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 commonly known as part of the building at 397 Herndon Parkway, (as shown on Exhibit A, attached and incorporated by reference).

THEREFORE, the parties agree as follows:

1. Commencement and Ending Date of Term. Beginning January 1, 2024, 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 December 31, 2025.
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 supply the Town with a certificate of self-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.

Irene Shin
Member of the House of Delegates

TOWN OF HERNDON, VIRGINIA

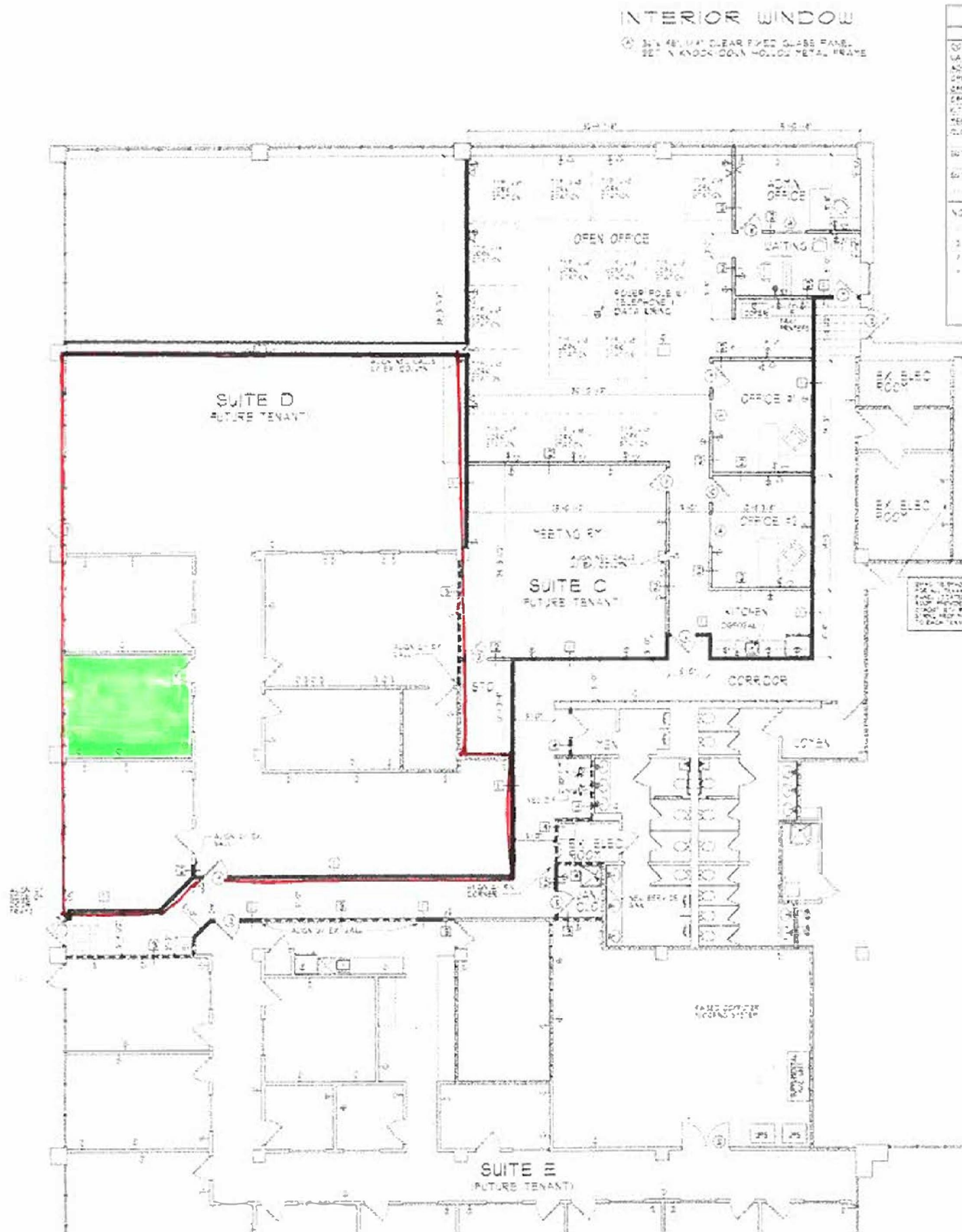
Sheila A. Olem
Mayor

APPROVED AS TO FORM:



Lesa J. Yeatts, Town Attorney

Exhibit A



STAFF REPORT

Town Council
December 5, 2023

Title:

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.

Staff Contact:

Scott Robinson, Director of Public Works
(703) 787-7388 | scott.robinson@herndon-va.gov

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

Description:

Senator Jennifer Boysko currently occupies office space in the Town's building located at 397 Herndon Parkway. The office space is used for constituent services. That lease is set to expire on January 10, 2024.

The proposed new lease term will begin on January 11, 2024, and expire at the end of the Senator's current term of office on December 31, 2025. The rent for this space is proposed to remain \$1.00, consistent with other leases for governmental entities at this location.

Fiscal Impact:

None.

Staff Recommendation:

The Mayor and Town Council adopt the attached ordinance as proposed.

Attachments:

1. Ordinance
2. Lease and Exhibit A

Staff:



Scott Robinson, Director of Public Works



Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

DECEMBER 12, 2023

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 of the Town of Herndon, Virginia that:

1. The Town Council approves a lease agreement dated December 12, 2023, between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for office space in the Town's building located at 397 Herndon Parkway for constituent services. The lease agreement shall be effective from January 11, 2024, and will expire on December 31, 2025. The rent shall be \$1.00 for the term.
2. The Mayor is authorized to sign and deliver the lease agreement and any related documents necessary to evidence or effectuate the lease agreement.
3. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE made on the 12th day of December 2023, 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 January 11, 2024, 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 December 31, 2025.

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 supply the Town with a certificate of self-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.

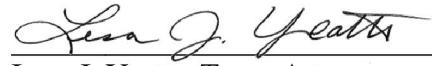
20. Assignment and Subletting. Tenant may not assign this lease without prior written consent of Landlord. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

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.

Jennifer B. Boysko, Virginia State Senator

Sheila A. Olem, Mayor

APPROVED AS TO FORM:

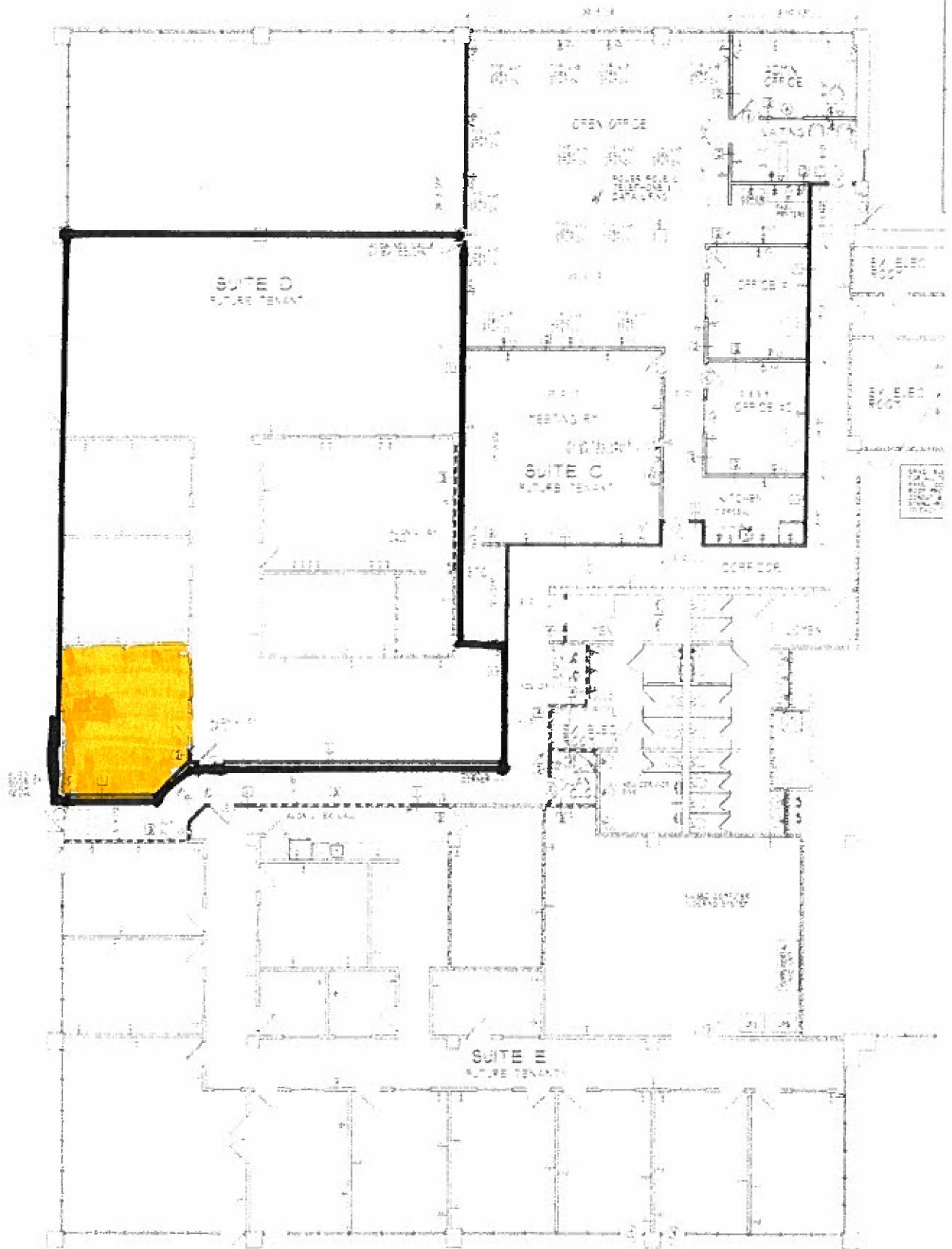
A handwritten signature in cursive script, reading "Lesa J. Yeatts", written in black ink.

Lesa J. Yeatts, Town Attorney

EXHIBIT A

INTERIOR WINDOW

3' x 4' 6" x 4' CLEAR FIXED GLASS PANEL
8 1/2" X KNOCK DOWN ALUMINUM METAL FRAME



PROPOSED FLOOR PLAN

A2

1/8" = 1'-0"

STAFF REPORT

Town Council
December 5, 2023

Title:

Ordinance to approve and authorize the Mayor to sign a third lease amendment between the Town and TWC Association Management, Inc. to amend the rent for two renewal extension options for office space and parking spaces located at 397 Herndon Parkway.

Staff Contact:

Scott Robinson, Director of Public Works
(703) 787-7388 | scott.robinson@herndon-va.gov

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

Description:

The ordinance for consideration approves a third lease amendment with TWC Association Management, Inc. for the rental of office space and parking spaces at the Town's building located at 397 Herndon Parkway. This business is a residential property management firm.

The current leased area is 5,439 square feet (sq. ft.) of proprietary office space and eighteen unreserved parking spaces with an annual rental rate of \$20.00/sq. ft., which is equivalent to \$9,065.60 per month. The current lease term expires on December 31, 2023. However, the current lease contains the provision for two 1-year renewal options with a three percent (3%) rent escalator for each year. TWC desires to remain in the space for an additional year, but at the current lease rate.

This third amendment amends the rent for two one-year renewal options so that the rent will remain \$9,065.60 per month (\$20.00/sq. ft. annually).

Fiscal Impact:

Rent paid to the Town is currently \$108,787.20 annually. The rate for similar office leases on Herndon Parkway is \$17 & \$19/ sq. ft.

Staff Recommendation:

Recommend approval of the attached ordinance as proposed.

Attachments:

1. Ordinance
2. Third Lease Amendment

Staff:

A handwritten signature in blue ink, appearing to read "Scott Robinson".

Scott Robinson, Director of Public Works

A handwritten signature in black ink, appearing to read "Lesa J. Yeatts".

Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

DECEMBER 12, 2023

Ordinance- to approve and authorize the Mayor to sign a third lease amendment between the Town and TWC Association Management, Inc. to amend the rent for two renewal extension options for office space and parking spaces located at 397 Herndon Parkway

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

1. The third lease amendment dated December 12, 2023, is approved. This instrument amends the original lease agreement dated July 25, 2011, as amended by the lease amendment dated July 11, 2017, and as amended by the second amendment dated August 1, 2022.
2. Effective January 1, 2024, the rent shall remain \$9,065.60 per month (\$20.00/s.f.) for the two 1-year renewal options and will not be subject to a three percent (3%) escalator each year.
3. In all other respects the original lease remains in effect.
4. The Mayor is authorized to sign and deliver the third lease amendment and any related documents necessary to evidence or effectuate the third lease amendment.
5. This ordinance shall be effective on and after the date of its adoption.

THIRD LEASE AMENDMENT

This third lease amendment dated December 12, 2023, between the Town of Herndon, Virginia ("Landlord") and TWC Association Management, Inc., a Virginia corporation ("Tenant").

PROVIDES

In consideration of the rent paid to Landlord and the leased space provided to Tenant, the parties agree that:

1. Effective January 1, 2024, the lease dated July 25, 2011, as amended by the Lease Amendment dated July 11, 2017, and as amended by the Second Amendment dated August 1, 2022 is amended and confirmed with necessary changes.
2. The rent shall remain \$9,065.60 per month (\$20.00/s.f.) for the two 1-year renewal options and will not be subject to a 3% escalator each year.
2. In all other respects the lease dated July 25, 2011, is confirmed.

TOWN OF HERNDON, VIRGINIA

By: _____
Sheila A. Olem, Mayor

ATTEST:

By: _____
Town Clerk

TWC ASSOCIATION MANAGEMENT, INC.

By: _____

Name/Title: Kim Hendon / V.P.

APPROVED AS TO FORM:

By: _____
Lesa J. Yeatts, Town Attorney



STAFF REPORT

Town Council
December 5, 2023

Title:

Discussion – Town of Herndon 2024-2029 Draft Strategic Plan

Staff Contact:

Kirstyn Barr Jovanovich, Town Clerk
(703) 435-6804 | Kirstyn.Jovanovich@herndon-va.gov

Description:

During the Town Council's annual retreat in March 2023, the Town Council launched the Town's strategic planning process by drafting a Vision Statement, Core Values, Community Tag Line, and five Strategic Focus Areas. Since then, the Town Council and Town staff have been working on developing the Strategic Plan, refining and furthering the work began by Town Council during their retreat in March.

The attached Draft 2024-2029 Strategic Plan includes the work completed jointly by the Town Council and staff through to the development of objectives for each goal included within each Strategic Focus Area.

This is a discussion to review the work completed to date on the Draft Strategic Plan and obtain feedback from the Town Council on the current draft document as we continue to move the plan forward through the process.

Fiscal Impact:

N/A

Staff Recommendation:

Staff is requesting feedback and input on the current draft of the 2024-2029 Draft Strategic Plan.

Attachments:

1. Draft Strategic Plan

Staff:

A handwritten signature in black ink that reads "Kirstyn Jovanovich". The signature is written in a cursive style with a horizontal line underneath it.

Kirstyn Barr Jovanovich
Town Clerk



TOWN OF HERNDON

2024-2029 Strategic Plan

Out of many communities, One

The strategic planning process is used throughout various industries and sectors, private and non-profit, to direct an organization's priorities, actions, and overall direction. The Town of Herndon utilizes the strategic planning process to study and endorse broad issues of organizational direction, and propose direct tasks that will be implemented in the Town's pursuance of the strategic plan's goals. Through these ongoing strategic planning efforts, the Town of Herndon continually renews its vision and reformulates strategies for realizing the Town's vision on a periodic basis.

Town of Herndon
Herndon Municipal Center
777 Lynn Street
Herndon, VA 20170
(703) 435-6800
www.herndon-va.gov

TOWN OF HERNDON

2023-2024 TOWN COUNCIL



Sheila A. Olem
Mayor



Clark A. Hedrick
Vice Mayor



Naila Alam
Councilmember



Cesar A. del Aguila
Councilmember

APPOINTED OFFICIALS

William H. Ashton II, Town Manager

Lesa Yeatts, Town Attorney



Pradip Dhakal
Councilmember



Keven J. LeBlanc, Jr.
Councilmember



Donielle Scherff
Councilmember

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Town Manager's Message

[[INSERT]]

Overview

The Town of Herndon's 2024-2029 Strategic Plan is a guide that will direct the Town's pursuance of its vision and desired goals. This strategic plan is the product of months of diligent work by the Herndon Town Council and Town staff and provides a benchmark of where we currently are, where we would like to be, and how we plan to get there.

The Strategic Plan is designed to:

- Provide guidance in future policy development and leadership decision-making;
- Facilitate stability in the administration and community;
- Inform decisions on capital investments and operational initiatives; and
- Provide staff with direction in the implementation of the Town's goals.

The Town of Herndon's 2024-2029 Strategic Plan highlights activities and accomplishments that Town departments will complete during the next five years. The following pages outline the five Strategic Focus Areas and their corresponding Goals, Objectives, Actions, responsible departments, and target dates for completion. The focus areas, goals, objectives, and actions outlined in this plan are intended to help achieve the vision. These targets were created at the department level and represent the means by which the Town will reach its Strategic Plan objectives and strategies successfully.

About Herndon

The Town of Herndon, incorporated in 1879, is part of the Washington DC Metropolitan Area, located in the northwest quadrant of Fairfax County with a total land area of 4.25 square

miles. While Herndon is currently home to 24,167 residents, the Town's currently adopted Comprehensive Plan anticipates the population to grow to approximately 28,200 by 2030.

Herndon is renowned for its heritage and its "sense of place." The Town is distinct with its historic downtown, complete with an authentic train depot and caboose, and a downtown municipal center complex that includes a Town Green, site of concerts, children's programs, and special events.

The Town is distinctive in the vast array of cultures represented among its residents. A full 37 percent of residents are Hispanic, according to a July 2021 report from the U.S. Census. Sixteen percent are of Asian descent, and myriad other countries and cultures – from virtually all across the world – are represented in Herndon. This cultural diversity is evident in the Town's businesses as well, with restaurants, shops, and other commercial enterprises specializing in specific cultural experiences and often owned by first-generation Americans.

Herndon is home as well to active and vibrant arts organizations including the Elden Street Players, an award-winning theatre group performing at its own Industrial Strength Theatre; and Arts Herndon, an organization that presents works by local, regional, and national artists and facilitates arts programming and exploration.

The Town of Herndon boasts many quality of life amenities for all to enjoy including: the 45-mile W&OD Trail that runs through the heart of Herndon's downtown; the Herndon Community Center, offering facilities for virtually all types of athletic pursuit; the Herndon Centennial Golf Course, consistently ranked among Golf Digest's "Places to Play"; and eleven parks, facilitating an assortment of outdoor activities ranging from natural, passive recreational activities to natural and turf sports fields, a skate park facility and Pickleball courts.

Reading the Strategic Plan

This Strategic Plan is inspired by the Vision Statement and is organized by five Strategic Focus Areas. Each Focus Area has multiple Goals, with supporting Objectives and Action Items under each, all promoting the Vision Statement.

Strategic Focus Areas

Broadly defined areas which establish desired outcomes to attain the strategic vision.

Goals

Broadly defined intentions that the Town must achieve to reach success in each focus area.

Objectives

Specific, achievable strategies that the Town uses to attain success under each Goal.

Action Steps

Specific projects, programs, or actions departments use or implement to accomplish Objectives. Action items serve as detailed work plans that lead resource allocation and prioritization.

Target Dates

The desired results and time frame in which the action items should be completed.

Outcome Measures

Methods used to measure results and ensure accountability.

Key Accomplishments

The successful achievement of a task.

Department Key

TM = Town Manager's Office

TC = Town Clerk's Office

CD = Community Development

IT = Information Technology

HR = Human Resources

PD = Police Department

CG = Chestnut Grove

Cemetery

TA = Town Attorney's Office

C/ED = Communications/Economic
Development

E/PW = Engineering/Public Works

FIN = Finance

PR = Parks and Recreation

GC = Golf Course

GB = Governing Body (Town
Council)

Budgeting Process and the Plan

Strategic planning and budgeting are integral components of good management. The strategic plan charts direction, while the budget provides resources to implement the plan. A strategic plan neither grounded in fiscal reality nor linked to the budget would be only a dream. On the other hand, resource allocation without strategic thinking would be shortsighted and unresponsive to future conditions.

Strategic planning guides the budget process. It establishes and affords management an opportunity to reevaluate existing allocations of funds. The Town will develop strategies and action plans that detail what will be accomplished to achieve strategic planning goals and objectives each year. These action plans, together with performance measures, provide the strongest links between the operating and capital outlay budgets.

Planning and budgeting are interactive. Assumptions about available resources impact what can be achieved in the plan; the plan also sets priorities for resource allocations, including financial and other resources. Since government funding continues to be limited, strategic planning helps the Town strive to “do more with less” while remaining focused on results.

Source: Strategic Planning Guidelines, California State Department of Finance

Timeline

- March 2023, during their Annual Retreat, the Herndon Town Council launched the strategic planning process by drafting a Vision Statement, Core Values, Strategic Focus Areas, and tag line: *Out of many communities, One*.
- July 2023, the Town Council and Management Team met together to review and refine the Strategic Focus Areas and begin outlining Goals.
- August 2023, Management Team met in two separate internal meetings to refine the Plan Goals, and begin developing Objectives.
- November 2023 – December 2023, Management Team finalized the Draft Plan Goals and Objectives, and began development of the Draft Action Plan in support of the Plan Objectives.
- December 2023, the Draft Strategic Plan was preliminarily introduced to the Town Council during their work session.
- December 2023 – January 2024, staff works to incorporate the requested changes, and finalize the draft, including the Action Plan.
- TBD - the Draft Strategic Plan will be presented to the public during a public hearing and scheduled for consideration of adoption by Town Council.

Together with the Vision Statement, the Town Council Core Values are a foundational part of the Town's Strategic Plan and guide the development of the Strategic Focus Areas, their goals and objectives, and ultimately implementation of the Action Plan.

Vision Statement

Herndon is an integrated, sustainable, safe, and equitable community built on accessible development and an engaged community.

Town Council Core Values

The core values define how the Town Council, employees, and the Herndon organization as a whole are to act and engage. They guide and inform the Strategic Plan.

Town Council has established a Vision for Herndon as a community that is:

- Innovative and Adaptive
- Ethically Accountable
- Sustainable
- Collaborative with Aligned Engagement
- Responsive
- Equitable, Equal, and Just

Strategic Focus Areas



Strong Fiscal Stewardship

Herndon is a fiscally responsible community.



Secure and Interconnected Community

Herndon is a secure and interconnected community.



Environmental and Economic Sustainability

Herndon is a sustainable environmental and economic regional leader.



Good Governance

Herndon is a well governed community.



Thriving Community

Herndon cultivates and celebrates the diversity and vitality of our community.

Strategic Focus Areas

The Town Council identified five Strategic Focus Areas to guide its strategic leadership to achieve the Vision Statement:

1. Strong Fiscal Stewardship

Guiding Principle: Herndon is a reliable and responsible steward of public funds, committed to ensuring financial sustainability through sound long term planning and budget practices, and maintaining a strong capital reserve. The Town maintains and promotes high standards as well as a strong, well-managed financial position.



2. Secure and Interconnected Community

Guiding Principle: Herndon boasts a well-maintained, secure, and interconnected, multi-modal transportation network connecting the Town to the region through use of innovative technology and initiatives. Residents, businesses, and visitors feel safe at all hours, and if they require help, the response from well-trained staff is timely, courteous, and professional. People feel included, welcomed, and safe. Town government takes a proactive and regional view of planning for safety, and emergency response and recovery.



3. Environmental and Economic Sustainability

Guiding Principle: Herndon is a business destination that promotes a balanced, integrated, and sustainable environmental and economic ecosystem that embraces and encourages entrepreneurship, innovation, and growth with a commitment to climate management and responsiveness. Herndon's business community is diverse, inclusive, and robust. There is a sustainable and vigorous mix of residential and commercial uses strategically located within the community. Small businesses are supported and flourish, and the distinctive character of the historic district and the historic downtown distinguish Herndon from surrounding communities and attract visitors that contribute to the tax base.



4. Good Governance

Guiding Principle: Herndon's government provides effective and efficient community-centered services and programs that are focused on improving quality of life and are responsive to community and environmental evolution. Major policy decisions are considered by Town Council and are reflective of community engagement and informed by kinetically engaged information gathering. The community trusts that their government responsibly manages resources, is responsive to their needs, provides exceptional services, and equitably represents them.



5. Thriving Community

Guiding Principle: Herndon is a Town that celebrates and promotes the diversity of our community and active engagement of all. Inclusivity is at the forefront, where Town services and programs are accessible by all, and thoughtful and meaningful engagement is welcomed across the community. The arts and cultural expression are promoted, and programs enriching the lives of our community are supported. Herndon is a resilient community that embraces its diverse fabric woven by many colors and textures of threads, each having the opportunity for its voice to be heard and embraced.





Strategic Focus Area 1: Strong Fiscal Stewardship

Herndon is a fiscally responsible community.

Guiding Principle: Herndon is a reliable and responsible steward of public funds, committed to ensuring financial sustainability through sound long term planning and budget practices, and maintaining a strong capital reserve. The Town maintains and promotes high standards as well as a strong, well-managed financial position.

Goals	Objectives
SFS 1. Maintain strong financial health to ensure advantageous borrowing opportunities as needed.	SFS 1.1 Maintain AAA or equivalent rating with all three credit rating agencies. SFS 1.2 Continue Budget and Comprehensive Financial Reporting consistent with GFOA best practices. SFS 1.3 Maintain unmodified annual audit opinions.
SFS 2. Conduct forward-looking and multi-year planning and analysis.	SFS 2.1 Proactively develop, maintain, and update capital and life cycle replacement plans with realistic funding and reserve targets. SFS 2.2 Ensure enterprise funds are operating with adequate fee structures and net positions. SFS 2.3 Ensure annual budgets align with existing and updated multi-year strategic plans.
SFS 3. Utilize best practices as they relate to fiscal controls and risk management.	SFS 3.1 Maintain updated procurement policies consistent with the State Code. SFS 3.2 Ensure adequate cash handling and other internal controls. SFS 3.3 Ensure Town transactions and investments are reviewed and approved per established policies and Council approval per Town Code. SFS 3.4 Ensure the Town is properly insured, and risks are routinely identified and mitigated.



Strategic Focus Area 2: Secure and Interconnected Community

Herndon is a secure and interconnected community.

Guiding Principle: Herndon boasts a well-maintained, secure, and interconnected, multi-modal transportation network connecting the Town to the region through use of innovative technology and initiatives. Residents, businesses, and visitors feel safe at all hours, and if they require help, the response from well-trained staff is timely, courteous, and professional. People feel included, welcomed, and safe. Town government takes a proactive and regional view of planning for safety, and emergency response and recovery.

Goals	Objectives
SIC 1. Provide safe and secure community interactions through professional, respectful, and equitable responsiveness.	SIC 1.1. Expand effective collaboration between Town departments to provide responsive, appropriate services. SIC 1.2 Maintain progressive practices in response to mental health emergencies and compassionate interactions with residents with special needs. SIC 1.3 Engage and connect with communities to create a sense of safety and security.
SIC 2. Provide a convenient and safe interconnected multimodal network.	SIC 2.1 Develop and implement policies and plans that provide parity of modes and support safe conveyance of pedestrians, cyclists, and drivers. SIC 2.2 Promote public transportation options to include metro and bus service. SIC 2.3 Educate and enforce local and state laws and regulations.
SIC 3. Actively collaborate with regional jurisdictions and state and federal agencies to leverage resources.	SIC 3.1 Participate on interjurisdictional committees at all levels including elected officials, senior Town management, and staff. SIC 3.2 Actively seek applicable grants and funding agreements to assist the Town in meeting its strategic goals. SIC 3.3 Continue to build and utilize mutual agreements to effectively leverage regional resources, as needed.



Strategic Focus Area 3: Environmental and Economic Sustainability

Herndon is a sustainable environmental and economic regional leader.

Guiding Principle: Herndon is a business destination that promotes a balanced, integrated, and sustainable environmental and economic ecosystem that embraces and encourages entrepreneurship, innovation, and growth with a commitment to climate management and responsiveness. Herndon’s business community is diverse, inclusive, and robust. There is a sustainable and vigorous mix of residential and commercial uses strategically located within the community. Small businesses are supported and flourish, and the distinctive character of the historic district and the historic downtown distinguish Herndon from surrounding communities and attract visitors that contribute to the tax base.

Goals	Objectives
EES 1. Implement policies, practices, and regulations that encourage or incentivize energy efficiency and the use of renewable energy in public and private investments.	EES 1.1 Achieve energy star ratings in Town-owned buildings. EES 1.2 Develop processes and policies that require energy efficiency and water conservation in new development and redevelopment, and encourage sustainable practices for existing residential and commercial properties.
EES 2. Implement policies and practices that encourage preservation of historic resources, while ensuring public spaces reflect the stories and culture of the current community.	EES 2.1 Establish and support policies and programs that incentivize property owners to maintain their historic properties. EES 2.2 Engage the public, particularly historically disadvantaged neighborhoods, when developing open space design, design guidelines, and amenities in proximity to their homes.
EES 3. Create opportunities for businesses distinctive to the flavor and pulse of Herndon to flourish.	EES 3.1 Review existing and implement new policies and practices that support small and large businesses. EES 3.2 Review existing and implement new policies and practices that establish a distinctive Town brand and atmosphere. EES 3.3 Enhance economic development strategies that capitalize on resources available to Town businesses and promote Herndon as an optimal place in which to locate, in alignment with the Town’s brand.

Goals	Objectives
EES 4. Improve and streamline Town processes required of new and existing businesses.	EES 4.1 Institute policies and practices that improve the permitting process for new businesses. EES 4.2 Leverage technology to enhance businesses' access to Town services and processes.
EES 5. Foster and expand policies and partnerships with Fairfax County to ensure diversification of housing stock.	EES 5.1 Partner with Fairfax County Housing Authority to seek out opportunities to establish affordable housing investments in Town.
EES 6. Implement policies, practices, and regulations that protect and enhance the Town's natural resources and preserve the environment.	EES 6.1 Attain stormwater resiliency. EES 6.2 Develop carbon sensitive policies that encourage the repurposing of materials such as sawn trees, and the remodeling and expansion of buildings in lieu of demolition. EES 6.3 Institute policies that retain and expand tree canopy cover, particularly in historically disadvantaged communities.



Strategic Focus Area 4: Good Governance

Herndon is a well governed community.

Guiding Principle: Herndon’s government provides effective and efficient community-centered services and programs that are focused on improving quality of life and are responsive to community and environmental evolution. Major policy decisions are considered by Town Council and are reflective of community engagement and informed by kinetically engaged information gathering. The community trusts that their government responsibly manages resources, is responsive to their needs, provides exceptional services, and equitably represents them.

Goals	Objectives
GG 1. Maintain and enhance public facilities to effectively support municipal operations and services.	GG 1.1 Establish prioritized capital and operational investment plans for Town facilities and equipment through deliberate and proactive evaluation of systems.
GG 2. Actively engage the community in the development of critical input that informs the Town’s policies, programs, and services.	GG 2.1 Evaluate and determine the appropriate methodology of engagement based on the project, stakeholders, and other relevant factors.
GG 3. Foster a positive organizational culture that prioritizes employee development, professional growth, and wellness; and sets the standard in high performance leadership.	GG 3.1 Attract and retain highly professional staff. GG 3.2 Proactively engage smart practices, processes, and procedures for the delivery of high-quality services and programs. GG 3.3 Prioritize a culture of collaborative leadership at all levels of the organization.



Strategic Focus Area 5: Thriving Community

Herndon cultivates and celebrates the diversity and vitality of our community.

Guiding Principle: Herndon is a Town that celebrates and promotes the diversity of our community and active engagement of all. Inclusivity is at the forefront, where Town services and programs are accessible by all, and thoughtful and meaningful engagement is welcomed across the community. The arts and cultural expression are promoted, and programs enriching the lives of our community are supported. Herndon is a resilient community that embraces its diverse fabric woven by many colors and textures of threads, each having the opportunity for its voice to be heard and embraced.

Goals	Objectives
TC 1. Prioritize accessible government services, programs, and infrastructure.	TC 1.1 Minimize barriers that limit access, including physical, socio-economic, and cultural barriers.
TC 2. Encourage an engaged and informed community.	TC 2.1 Develop a clear brand and message. TC 2.2 Employ engagement and communication strategies and tactics that reach intended audiences.
TC 3. Honor the diversity of the Town.	TC 3.1 Offer and support opportunities for artistic and cultural expression. TC 3.2 Leverage Town resources to provide programs and amenities that serve the Town's diverse cultural and demographic populations.
TC 4. Ensure a variety of green and open spaces with recreation options accessible to all.	TC 4.1 Shape public spaces for all, highlighting the character of the space while promoting community engagement.

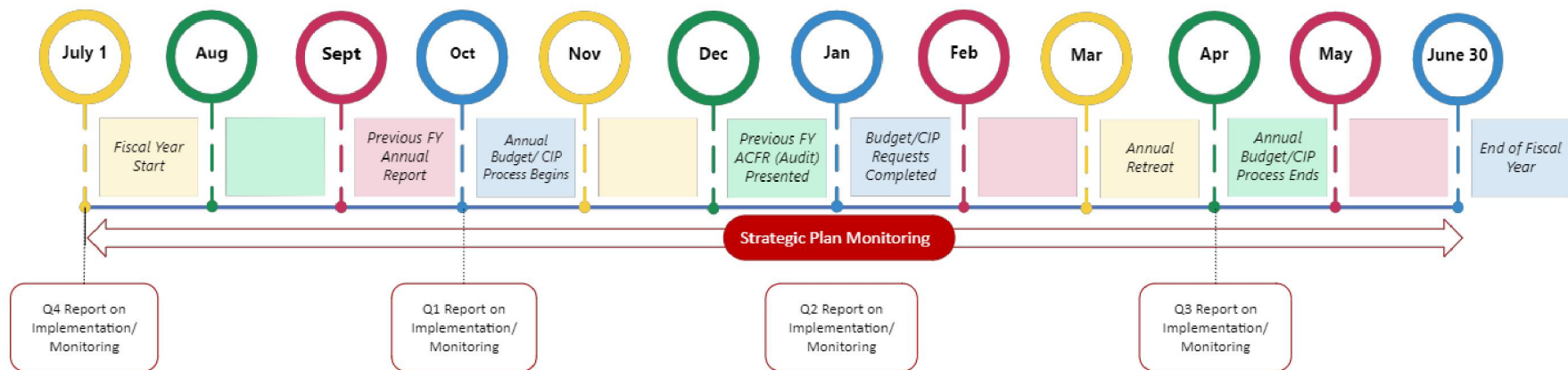


[[INSERT ACTION PLAN]]

Strategic Plan Update and Tracking

The Town will review and revise the Strategic Plan annually, with a full Strategic Plan update occurring every five years. The Plan's Action Plan will be monitored and tracked, with scheduled updates to the Town Council on the status of the plan's progress.

Proposed Schedule for Plan Review and Update





STAFF REPORT

Town Council
December 5, 2023

Title:

Discussion – Community Cultural Festivals Donation Program Process

Staff Contact:

Kirstyn Barr Jovanovich, Town Clerk
(703) 435-6804 | kirstyn.jovanovich@herndon-va.gov

Description:

The Town Council appropriated funds in the FY 2024 Adopted Budget to monetarily support non-profit and not-for-profit organizations interested in establishing new cultural community events within the Town of Herndon. Town staff was directed to prepare a policy statement to guide the establishment of a Community Cultural Festival Donation program, which was discussed during the September 5, October 3, and October 17, 2023 Town Council work sessions. The policy statement was adopted by Town Council Resolution 23-G-72 at the October 24, 2023 regular meeting. Town Council requested that staff return to the December work session to inform Council on the established administrative process that will be used to administer the policy.

Since the adoption of the policy, a staff team met over several weeks to outline the administrative procedures necessary to implement the Town Council's policy regarding the Community Cultural Festivals Donation program.

As requested, this discussion is intended to inform Council on the established administrative process to implement the adopted Council policy.

Fiscal Impact:

None.

Staff Recommendation:

For discussion only; no Town Council action requested.

Attachments:

1. Policy Statement - Community Cultural Festivals (Resolution 23-G-72)

Staff:

A handwritten signature in black ink that reads "Kirstyn Jovanovich". The signature is written in a cursive style and is positioned above a horizontal line.

Kirstyn Barr Jovanovich
Town Clerk

TOWN OF HERNDON, VIRGINIA

RESOLUTION

OCTOBER 24, 2023

Resolution- to adopt the Community Cultural Festivals Policy Statement.

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

1. The "Community Cultural Festivals Policy Statement" is adopted as presented.
2. The Town Manager is directed to develop and implement the administrative process to enact the policy.

This is certified to be a true and accurate copy of Resolution 23-G-72 adopted at a legally convened meeting of the Town Council of the Town of Herndon on October 24, 2023.

Amanda E. Morrow Kertz

**Amanda E. Morrow Kertz
Chief Deputy Town Clerk**



Attached for reference is the Town of Herndon Community Cultural Festivals Policy Statement.

Town of Herndon Community Cultural Festivals Policy Statement

Background

Town Council has expressed support in providing funding to encourage the development and hosting of Community Cultural Festivals within the Town of Herndon. Often referred to in discussions with Town Council as “mini-festivals,” the desire is to complement the town’s already robust community event opportunities, with focus placed on celebrating and sharing the cultures represented in the community.

This policy statement sets the foundation supporting donations for Community Cultural Festivals within the Town of Herndon. This policy framework will guide the staff’s development of necessary processes and procedures to fulfill the Town Council’s policy objectives as directed through this policy statement.

The objectives of this policy are to:

1. support a variety of events each year that celebrate and share the cultures represented in the community, are open and welcoming to all, and bridge parts of the Herndon community to meet and together build understanding and community;
2. serve as an economic driver to bring visitors to Herndon and support the local business community, in the downtown and in commercial centers throughout the Town; and
3. support and activate the Town of Herndon brand.

Available Funding

The Town Council may allocate funding for Community Cultural Festivals through the annual budgeting process. Funding availability and award of funds are subject to Town Council action.

Monetary Donations in Support of Community Cultural Festivals

The Town Council’s intention is to provide a monetary contribution, with limited provision of in-kind town services, in support of the establishment of Community Cultural Festivals within the town’s corporate limits. In-kind town services in support of Community Cultural Festivals are not guaranteed and are based on availability of staffing and resources.

The disbursement of funds included in the adopted budget in support of Community Cultural Festivals within the Town of Herndon are considered donations and require Town Council action.

For the purposes of this policy statement, *Community Cultural Festivals* are community-oriented events that are free and open to the public, may be held on public or private property, and celebrate and share the cultures represented in the Herndon community. For the purposes of this policy statement, Community Cultural Festivals shall not directly benefit any business or individual.

Program Qualifications and Guidelines

- Non-profit and not-for-profit organizations in good legal standing hosting or co-hosting a Community Cultural Festival may be eligible for a donation through this program. Individuals and businesses are not eligible for funding through this program; monies shall not be remitted to individuals, business entities, or announced candidates for political office. The Town does not promote or advocate political or religious events.
- To make a funding request, qualified applicants must complete an application process and provide an event description and detailed event cost estimate, and submit to the Town within the procedures' stated time frame applicable to the planned event size. Funding requests shall not exceed event cost estimates.
- Community Cultural Festival donation requests will be brought to the Town Council for consideration and action on the donation request. Community Cultural Festival donation applications will be reviewed administratively by Town staff to ensure all event requirements are met prior to Council consideration of the donation request. Approved disbursements for Community Cultural Festivals will be remitted to the non-profit or not-for-profit event host/co-host. The Town will not contract with or disburse funds directly to event vendors or contractors.
- Requests for funding for Community Cultural Festivals are open throughout the fiscal year (July 1 – June 30), subject to funding availability, and on a first come, first served basis. Once the fiscal year's allocated funding is appropriated, no additional donation requests will be considered for the fiscal year. Applications may be submitted up to one year before the event date.
- The application process is administered and maintained by the Town Manager's Office, and the Town Manager has the authority to administratively update and revise the process and set applicable administrative fees, as appropriate.

Logo Use

- Approved Community Cultural Festivals receiving funding from the Town of Herndon may use the town logo on event marketing as a donating organization.
- The Town may provide cross-marketing support for Community Cultural Festivals receiving monetary support from the Town through this program.



STAFF REPORT

Town Council
December 5, 2023

Title:

Discussion – Ad Hoc Committee Standard Operating Procedures

Staff Contact:

Kirstyn Barr Jovanovich, Town Clerk
(703) 435-6804 |kirstyn.jovanovich@herndon-va.gov

Description:

During the November 8, 2023 work session, Town Council discussed a memorandum prepared by Councilmember Scherff regarding the Town Council’s ad hoc committees. Specifically, Council discussed (1) establishing a quarterly meeting schedule for the committees, (2) communicating clear objectives to the committees, and (3) transparent communication of committee guidance to the Town Council.

At the conclusion of the discussion, staff was directed to review and revise the ad hoc committee procedures relative to the changes discussed during the November 8, 2023 meeting.

The attached Town Clerk Standard Operating Procedure regarding Town Council ad hoc committees outlines the logistical and administrative process.

1. Meeting Schedule: ad-hoc committees will meet at least four times per year. A proposed schedule that standardizes the meeting schedule follows:

Committee	2024 Schedule
PBAC	January 29, 2024 ^
HDEIC	February 15, 2024
PBAC	April 24, 2024
HDEIC	May 16, 2024
PBAC	July 24, 2024
HDEIC	August 15, 2024
PBAC	October 23, 2024
HDEIC	November 14, 2024*

All meetings held at 765 Lynn Street, Council Chambers building, at 7:00 p.m.

PBAC – fourth Wednesday in January, April, July, October

HDEIC – third Thursday in February, May, August, November

^The January 2024 PBAC has already been scheduled; all future meetings will follow the standardized meeting schedule

*Moved due to Thanksgiving holiday impact

2. Ad Hoc Objectives: the SOP includes a process by which Council will review and update each ad hoc committee's objectives with each new Council term in coordination with the established reinstatement review process that is done during the Council's organizational meeting following Council elections in January.
3. Committee Communication: the SOP includes a process by which ad hoc committees will provide quarterly reports to Town Council, which will include committee recommendations.

This is a discussion item to inform Council of the administrative process and the changes that are included in order to address (1) effectively communicating and standardizing meeting schedules, (2) Council direction on establishing objectives for each committee, and (3) improving transparency and communication of committee recommendations to Town Council.

Fiscal Impact:

None.

Staff Recommendation:

This item is for discussion and staff is seeking any additional feedback on the established administrative process. The next step will be for Council to review the existing objectives for the current ad hoc committees, HDEIC and PBAC, and provide any recommended changes at a future work session, which will then be scheduled for adoption by resolution.

Attachments:

1. Town Clerk Standard Operating Procedure TC 1.3, Boards, Commissions, and Ad Hoc Committee Procedures
2. Resolution 08-G-142, Adopting Guidelines to Establish Herndon Town Council ad Hoc Advisory Committees

Staff:



Kirstyn Barr Jovanovich
Town Clerk



TOWN CLERK'S OFFICE STANDARD OPERATING PROCEDURE

Effective Date: December 1, 2023

SOP: TC 1.3

Revision Date: N/A

Supersedes: N/A

Approved By: Kirstyn Barr Jovanovich, Town Clerk 

Subject: Boards, Commissions, and Ad Hoc Committee Procedures

I. Background

The Town Clerk's Office is responsible for coordinating meeting logistics for the Town Council and providing logistical and administrative support to the Clerks of the Town's Boards, Commissions, and Ad Hoc Committees.

This standard operating procedure focuses on the formation process, requirements, and procedures for the Town Council's ad hoc committees, which are supported by the Town Clerk's office and/or the Clerks to the Town's Boards and Commissions. Standing Boards and Commissions are guided by State Code, Town Code, or other state or federal laws, as well as adopted bylaws, as applicable.

II. Definitions

- a. **Ad Hoc Committees:** those committees created and appointed by the Town Council on an as-needed basis that are advisory and issue-specific. These bodies are advisory to the Town Council, do not take formal action, and do not hold public hearings, but public comment may be heard.
- b. **Standing Boards and Commissions:** those boards and commissions that are required by State law and/or established in the Town Code. These include the Planning Commission (PC), Architectural Review Board (ARB), Historic District Review Board (HDRB), Board of Zoning Appeals (BZA), and Building Board of Appeals (BBA).
- c. **Annual Report:** a summary of the activities and actions undertaken by a Standing Board or Commission, provided to the Town Council on an annual basis.
- d. **Quarterly Report:** a brief summary provided to the Town Council on ad hoc committees or standing boards and commissions' quarterly activities.

III. Ad Hoc Committee Formation, Reinstatement, and Mission Confirmation Process

- a. **Town Council Resolution 08-G-142,** adopted November 25, 2008, adopts guidelines to establish Town Council ad hoc advisory committees. These are the steps the Town Council follows in evaluating the need and directing the establishment of issue-specific ad hoc advisory committees. This resolution may be amended from time to time by the Town Council.

- b. The Herndon Town Council, as part of organizational housekeeping matters at the start of each term, reviews Town Council ad hoc advisory committees to determine whether to reinstate or disband existing committees, and throughout the term, the Council may change representation on existing ad hoc committees and/or create or disband ad hoc committees by resolution.
- c. During its review of advisory committees, the Town Council will consider each committee's mission, purpose, objectives, and related establishment documents.
- d. The Town Council will confirm or revise ad hoc committees' mission, purpose, objectives, and/or composition in the first quarter of the Council's term by resolution. The Town Council may also revise Committees' mission, purpose, objectives, and related documents at any time by resolution.

IV. Meeting Logistics and Records

- a. All standing boards and commissions and ad hoc committees are considered public bodies and must hold meetings in accordance with Town and State Code requirements including meeting notice requirements; legal ad requirements; Freedom of Information Act (FOIA) and Conflict of Interest Act (COIA) regulations, including filing disclosures as necessary; agenda development and distribution; and minutes development and record keeping.
- b. A member quorum must be met in order for a meeting to be held. No discussions may be held or presentations provided for an advertised meeting of the public body without a quorum.
- c. Outside of an advertised meeting of the public body, no more than three members of standing boards or commissions, or ad hoc committees may meet (in person or electronically) and discuss town business.
- d. Each standing board and commission and ad hoc committee will have a staff liaison and a clerk to provide logistical and administrative meeting support to the public body.
- e. Certain standing boards and commissions are required to submit an Annual Report.
- f. All other standing boards and commissions and ad hoc committees will submit a summary of activities on a quarterly basis.
- g. All Town Council, boards, commissions, and ad hoc committee meetings are held in the Herndon Council Chambers at 765 Lynn Street.
- h. Members will sit at conference tables located in front of the dais to facilitate a more informal and collaborative setting.
- i. All ad hoc committees will meet at least four times per year, on a schedule to be determined by the Town Clerk's Office in coordination with the ad-hoc committee staff liaison.

V. Clerk Support

- a. The Town Clerk's Office primarily supports the Town Council, and board and commissions and ad hoc committees as assigned, including all meeting logistics, agenda

development and distribution, minutes development, and records management.

- b. Other Town Departments may support other boards and commissions, including the Planning Commission, Architectural Review Board/ Historic District Review Board, Board of Zoning Appeals, Building Board of Appeals, and other ad hoc committees as assigned, including all meeting logistics, agenda development and distribution, minutes development, and records management.
- c. The Town Clerk's Office is the meeting logistics and support lead for all Council and boards, commissions, and ad hoc committee meetings and sets the logistic and documentation standards across all Herndon public bodies.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

NOVEMBER 25, 2008

Resolution— Adopting Guidelines to Establish Herndon Town Council Ad Hoc Advisory Committees.

WHEREAS, the citizen-elected government, in concert with the professional staff, is keenly aware of its responsibility to citizens and how its actions impact their daily lives; and

WHEREAS, ‘2027: A Vision for the Town of Herndon,’ adopted on February 27, 2007, encourages citizen involvement in an advisory role to the Council by increasing the opportunity for participation under ‘Citizens Who Matter’; and

WHEREAS, opportunities exist for our citizens to participate in Town government and Herndon’s many municipal and volunteer programs serve the full spectrum of the community.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby defines a process to facilitate the establishment of Town Council ad hoc advisory committees as outlined in attachment 1 titled ‘*Herndon Town Council Guidelines to Establish Ad Hoc Advisory Committees.*’

Attached are the ‘*Herndon Town Council Guidelines to Establish Ad Hoc Advisory Committees.*’

November 25, 2008
Herndon Town Council
Guidelines to Establish Ad Hoc Advisory Committees

- Members of the Town Council and key staff will advise the Town Clerk of interest in establishing an ad hoc advisory committee. The Town Clerk advises Council as a whole. The member of Council or key staff will then - as a 'roundtable' item or during 'comments' portion at meetings - ask for concurrence of Council to establish the ad hoc advisory committee.
- Following concurrence of Council, a draft resolution is prepared to authorize the creation of the advisory committee and define the mission, goals and composition for Council review and action. Talent bank applications are solicited through the Town's Web site, via news release, in the Town's monthly newsletter "Talk of the Town" and through other communications channels.
- Council reviews the talent bank applications and makes appointments to the committee. Appropriate staff is identified as 'ex-officio' members to provide primary and technical support.



STAFF REPORT

Town Council
December 5, 2023

Title:

Discussion – Town of Herndon Youth Advisory Committee

Staff Contact:

Kirstyn Barr Jovanovich, Town Clerk
(703) 435-6804 | Kirstyn.Jovanovich@herndon-va.gov

Description:

At the September 5, 2023 work session, the Town Council reviewed the possibility of reinstating the Herndon Youth Advisory Council (HYAC) and discussed the previous HYAC including membership, purpose, meeting schedule, and guidelines, as well as their previous work and recommendations.

At the conclusion of the discussion, staff was directed to work with Vice Mayor Hedrick to review the previous HYAC information and process by which to possibly reinstate the HYAC.

This is a discussion to review the establishing guidelines and provide feedback and recommended changes to staff. If Town Council is interested in moving forward with establishing an HYAC, staff is requesting edits to the establishing guidelines, which will then be prepared for adoption by Town Council by resolution at a future meeting.

As a starting point for discussion, attached are draft guidelines to establish a Herndon Youth Advisory Committee (HYAC) based off of the adopted 2017 establishing guidelines with recommended edits in track changes.

Background:

The Herndon Youth Advisory Council (HYAC) was established as an ad hoc advisory committee to the Town Council in 2017 by Resolution 17-G-60. The establishing guidelines included the group's mission, purpose, objectives, and member composition. The appointments to the HYAC were made later in the year by a separate resolution for two-year terms. The HYAC was not reinstated in 2021 or 2023.

Fiscal Impact:

None.

Staff Recommendation:

Staff is requesting guidance on the draft establishing guidelines regarding the creation of a Herndon Youth Advisory Committee.

Attachments:

1. Draft Establishment Document
2. Resolution 17-G-60

Staff:

A handwritten signature in black ink, reading "Kirstyn Jovanovich", written over a horizontal line.

Kirstyn Barr Jovanovich
Town Clerk

DRAFT

Town of Herndon Youth Advisory Committee DATE

Mission:

As Herndon grows in population, diversity, and a maturing youth constituency, it will take the leadership of our youth, along with the continued cooperation from the Town of Herndon, to ensure that our community remains a desirable place for everyone to reside and enjoy.

The mission of the Herndon Youth Advisory Committee will be to advise the Herndon Town Council on activities, issues and decisions relating to youth in the Town and to advocate for legislation that caters to the interests and desires of our diverse youth population.

Purpose:

~~Changes made in the lives of the youth today will affect the outcome of tomorrow. The youth gaining their education in Herndon today will be leading change in our community for decades to come. In order to~~ To augment their participation and leadership in our Town ~~achieve this~~, the purpose of the Herndon Youth Advisory Committee will be to serve as a link between the Herndon Town Council, local school officials—including school board members and middle and high-school principals—as well as ~~and~~ other adult leaders and its youth. The Herndon Youth Advisory Committee will:

- work with elected officials, middle and high school principals ~~school officials~~, and other adult leaders to promote awareness, safety, and involvement among our youth;
- build consensus ~~collaborate to identify and propose solutions~~ on issues of importance; and
- ensure that youth needs and interests are considered in decisions that affect the entire community.

Objectives:

- provide input on needs to make Herndon a place where youth can thrive;
- provide youth perspectives to the Herndon Town Council, other elected officials and other adult leaders;
- provide recommendations on decision-making processes related to issues that impact youth;
- discuss current events involving youth and assist in upcoming events;
- learn about local government and identify legislation and policies that impact youth;
- recommend ways to resolve issues and concerns involving youth;

- review youth programs and policies to ensure set goals are achieved;
- partner with local, national and international youth organizations;
- attend public hearings, community meetings and other events;
- maintain an understanding of community needs; and
- participate in community outreach and service projects.

Member Composition:

Members of the Herndon Youth Advisory Committee will be appointed by Herndon Town Council and initially consist of:

- a member of the Herndon Town Council to serve as a liaison to work with the Herndon Youth Advisory Committee;
- a representative of the Tribe from the Growing Kids Therapy Center; and
- 12 middle or high school students who either 1) live in the Town of Herndon; or 2) attend classes at Herndon Middle or Herndon High Schools, who are:
 - in good standing in the community; and
 - have:
 - an interest in developing leadership skills;
 - an interest in community service and motivation to work as a volunteer for the government; and a general knowledge and understanding of community needs; and
 - an ability to express ideas and solutions regarding youth issues and concerns; interact constructively with peers in a group setting; and a willingness to engage in community outreach with diverse populations.

A chair will be selected by the members of the Youth Advisory Committee and town staff will be designated as an ex officio member to serve as primary staff.

Members will serve two-year terms to coincide with election terms and will meet as needed in accordance with notification requirements.

Additional members may be added as needed.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

June 13, 2017

Resolution- to establish the “Herndon Youth Advisory Council.”

WHEREAS, as Herndon grows in population, diversity and a maturing youth constituency, it will take the leadership of our youth, along with the continued cooperation from the Town of Herndon, to ensure that our community remains a desirable place for everyone to reside and enjoy; and

WHEREAS, changes made in the lives of the youth today will affect the outcome of tomorrow; and

WHEREAS, opportunities exist to get Herndon youth involved to make our community a place where youth can thrive; and

WHEREAS, at the Herndon Town Council’s orientation on January 12, 2017, a Herndon Youth Advisory Council was proposed to serve as a link between the Herndon Town Council, middle and high school principals and other adult leaders and youth; and

WHEREAS, the initial objectives of the Herndon Youth Advisory Council will be to identify and provide youth perspectives on activities and issues relating to our diverse youth population; and

WHEREAS, members of the Herndon Youth Advisory Council will be appointed by the Herndon Town Council and will initially consist of a member of the Herndon Town Council to serve as a liaison; a representative of the Tribe from the Growing Kids Therapy Center; 12 middle or high school students who either 1) live in the Town of Herndon; or 2) attend classes at Herndon Middle or Herndon High Schools and who are in good standing in the community; and town staff who will be designated as an ex officio member to provide primary staff support ~ a chair will be selected by the members of the Herndon Youth Advisory Council; and

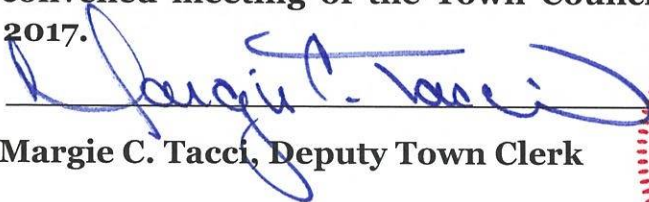
WHEREAS, members will serve two year terms to coincide with election terms and will meet as needed in accordance with notification requirements.

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

- creates the Herndon Youth Advisory Council as outlined in attachment 1, titled “Herndon Youth Advisory Council,” dated June 13, 2017;

- appoints **Councilmember Bill McKenna** to serve as the Town Council liaison to work with the Herndon Youth Advisory Council; and
- requests the town clerk to:
 - work with the principals of local middle and high schools and adult leaders to solicit applications in the fall from interested youth;
 - coordinate a news release with the Chief Communications Officer; and
 - bring forward applications for council consideration.

This is certified to be a true and accurate copy of Resolution 17-G-60 adopted at a legally convened meeting of the Town Council of the Town of Herndon on June 13, 2017.


Margie C. Tacci, Deputy Town Clerk



Attached for reference is Attachment 1, titled "Herndon Youth Advisory Council," dated June 13, 2017.

**Town of Herndon
Youth Advisory Council
June 13, 2017**

Mission:

As Herndon grows in population, diversity and a maturing youth constituency, it will take the leadership of our youth, along with the continued cooperation from the Town of Herndon, to ensure that our community remains a desirable place for everyone to reside and enjoy.

The mission of the Herndon Youth Advisory Council will be to advise the Herndon Town Council on activities, issues and decisions relating to youth and to advocate for legislation that caters to the interests and desires of our diverse youth population.

Purpose:

Changes made in the lives of the youth today will affect the outcome of tomorrow. To achieve this, the purpose of the Herndon Youth Advisory Council will be to serve as a link between the Herndon Town Council, middle and high school principals and other adult leaders and its youth. The Herndon Youth Advisory Council will:

- work with elected officials, middle and high school principals and other adult leaders to promote awareness, safety and involvement among our youth;
- build consensus on issues of importance; and
- ensure that youth needs and interests are considered in decisions that affect the entire community.

Objectives:

- provide input on needs to make Herndon a place where youth can thrive;
- provide youth perspectives to the Herndon Town Council, other elected officials and other adult leaders;
- provide recommendations on decision-making processes related to issues that impact youth;
- discuss current events involving youth and assist in upcoming events;
- learn about local government and identify legislation and policies that impact youth;
- recommend ways to resolve issues and concerns involving youth;
- review youth programs and policies to ensure set goals are achieved;

- partner with local, national and international youth organizations;
- attend public hearings, community meetings and other events;
- maintain an understanding of community needs; and
- participate in community outreach and service projects.

Member Composition:

Members of the Herndon Youth Advisory Council will be appointed by Herndon Town Council and initially consist of:

- a member of the Herndon Town Council to serve as a liaison to work with the Herndon Youth Advisory Council;
- a representative of the Tribe from the Growing Kids Therapy Center; and
- 12 middle or high school students who either 1) live in the Town of Herndon; or 2) attend classes at Herndon Middle or Herndon High Schools, who are:
 - in good standing in the community; and
 - have:
 - an interest in developing leadership skills;
 - an interest in community service and motivation to work as a volunteer for the government; and a general knowledge and understanding of community needs; and
 - an ability to express ideas and solutions regarding youth issues and concerns; interact constructively with peers in a group setting; and a willingness to engage in community outreach with diverse populations.

A chair will be selected by the members of the Youth Advisory Council and town staff will be designated as an ex officio member to serve as primary staff.

Members will serve two year terms to coincide with election terms and will meet as needed in accordance with notification requirements.

Additional members may be added as needed.

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 22. Planning, Subdivision of Land and Zoning
 Article 2. Local Planning Commissions

§ 15.2-2212. Qualifications, appointment, removal, terms and compensation of members of local planning commissions

A local planning commission shall consist of not less than five nor more than fifteen members, appointed by the governing body, all of whom shall be residents of the locality, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least one-half of the members so appointed shall be owners of real property. The local governing body may require each member of the commission to take an oath of office.

One member of the commission may be a member of the governing body of the locality, and one member may be a member of the administrative branch of government of the locality. The term of each of these two members shall be coextensive with the term of office to which he has been elected or appointed, unless the governing body, at the first regular meeting each year, appoints others to serve as their representatives. The remaining members of the commission first appointed shall serve respectively for terms of one year, two years, three years, and four years, divided equally or as nearly equal as possible between the membership. Subsequent appointments shall be for terms of four years each. The local governing bodies may establish different terms of office for initial and subsequent appointments including terms of office that are concurrent with those of the appointing governing body. Vacancies shall be filled by appointment for the unexpired term only.

Members may be removed for malfeasance in office. Notwithstanding the foregoing provision, a member of a local planning commission may be removed from office by the local governing body without limitation in the event that the commission member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period. In either such event, a successor shall be appointed by the governing body for the unexpired portion of the term of the member who has been removed.

The local governing body may provide for compensation to commission members for their services, reimbursement for actual expenses incurred, or both.

Code 1950, §§ 15-901, 15-916, 15-963; 1956, cc. 282, 497; 1960, c. 309; 1962, c. 407, § 15.1-437; 1973, c. 160; 1974, c. 521; 1986, c. 208; 1988, c. 256; 1997, c. 587; 2006, c. [687](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

PROPOSED EDITS TO PLANNING COMMISSION BYLAWS

ARTICLE I COMMISSION MEMBERS

REMOVAL. In accordance with Town Code Sec. 2-40, any member of the Commission may be removed from office for malfeasance in office. Notwithstanding the foregoing provision, a member of the Commission may be removed from office by the Town Council without limitation in the event that the Commission member is absent from any three consecutive meetings of the Commission or is absent from any four meetings of the Commission within any twelve-month period, beginning upon the date of the member's assumption of office. In either such event, a successor shall be appointed by the Town Council for the unexpired portion of the term of the member who has been removed.

PROPOSED EDITS TO BOARD OF ZONING APPEALS BYLAWS

ARTICLE I BOARD MEMBERS

REMOVAL. In accordance with Town Code Sec. 78-150.3(b)(8), any member of the BZA may be removed by the Town Council from office for malfeasance, misfeasance or nonfeasance in office. Notwithstanding the foregoing provision, a member of the BZA may be removed from office by the Town Council without limitation in the event that the BZA member is absent from any three consecutive meetings of the BZA or is absent from any four meetings of the BZA within any twelve-month period, beginning upon the date of the BZA member's assumption of office. In either such event, a successor shall be appointed by the Town Council for the unexpired portion of the term of the member who was removed.

PROPOSED EDITS TO ARCHITECTURAL REVIEW BOARD BYLAWS

ARTICLE I

BOARD MEMBERS

REMOVAL. In accordance with Town Code Sec. 58-41(c), any member may be removed by the Town Council for malfeasance, misfeasance or nonfeasance in office. * Notwithstanding the foregoing provision, a member of the ARB may be removed from office by the Town Council without limitation in the event that the ARB member is absent from any three consecutive meetings of the ARB or is absent from any four meetings of the ARB within any twelve-month period, beginning upon the date of the ARB member's assumption of office. In either such event, a successor shall be appointed by the Town Council for the unexpired portion of the term of the member who was been removed.

** Sec. 58-41(c) relating to removal of members of the ARB: "Members may be removed for just cause by the town council upon written charges and after a public hearing held after at least 15 days' notice."*

PROPOSED EDITS TO HISTORIC DISTRICT REVIEW BOARD BYLAWS

ARTICLE I

BOARD MEMBERS

REMOVAL. In accordance with Town Code Sec. 78-150.4(c)(6), any member of the HDRB may be removed from office by the Town Council for malfeasance, misfeasance or nonfeasance in office. Notwithstanding the foregoing provision, a member of the HDRB may be removed from office by the Town Council without limitation in the event that the HDRB member is absent from any three consecutive meetings of the HDRB or is absent from any four meetings of the HDRB within any twelve-month period, beginning upon the date of the HDRB member's assumption of office. In either such event, a successor shall be appointed by the Town Council for the unexpired portion of the term of the member who was been removed.

Lovettsville Town Council Censures Member Over Absenteeism

Hanna Pampaloni

Oct 27, 2023

Lovettsville Town Council member Jennifer Reed during a Feb. 23 meeting.

Hanna Pampaloni/Loudoun Now

The Lovettsville Town Council on Wednesday voted to strip council member Jennifer Reed of her committee assignments, withhold her quarterly stipend, and censure her for “abdication of duties.”

Mayor Christopher Hornbaker said Reed had missed four consecutive meetings in a two-month period and six obligatory meetings, including Town Council and committee assignment meetings, without good cause, violating the town’s Standards of Conduct and Ethics.

Hornbaker said he had attempted to contact Reed directly.

“I do hope that she’s well and hope that if she chooses to return to the Town Council, that she reach out to any of us or any staff. I will state publicly and say to her next time I speak to her, this is not something that any of us take lightly, not something that any of us want to do,” he said.

Reed is serving the first year of the four-year term she was elected to in 2022. She works as a Loudoun County Public Schools teacher’s aide.

The motion passed 4-0-2 with council members Bobby Merhaut and Reed absent.

Hornbaker also announced the plan to replace Merhaut, who has resigned effective Oct. 31.

The council will accept applications to fill the vacancy beginning Nov. 1, with interviews likely taking place mid-November. Town Manager Jason Cournoyer said the council plans to make an appointment by Dec. 14. The town has petitioned the Circuit Court for a special election in 2024, he said. That will have five of the council’s seven seats up for election next year.

State of Virginia)

County of Fairfax)

Town of Herndon)

OATH OF OFFICE

I, **NAME1**, do solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the Commonwealth of Virginia, and that I will faithfully and impartially discharge all the duties incumbent upon me as a Member of the Herndon Town Council, Herndon, Virginia, according to the best of my ability, so help me God.

Name1

I, **NAME2** of the **OFFICE**, do hereby certify that this day personally appeared before me the above named, **NAME1**, and took and subscribed the foregoing Oath of Office.

Given under my hand, the ____ day of _____, 202__.

Name2

Code of Virginia
Title 49. Oaths, Affirmations and Bonds
Chapter 1. Oaths and Affirmations

§ 49-1. Form of general oath required of officers

Every person before entering upon the discharge of any function as an officer of this Commonwealth shall take and subscribe the following oath: "I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Virginia, and that I will faithfully and impartially discharge all the duties incumbent upon me as _____ according to the best of my ability, (so help me God)."

Any person reappointed to any office filled by gubernatorial appointment for a subsequent term to begin immediately upon expiration of an existing term shall not be required to renew the oath set out in this section; however, the original oath taken shall continue in effect with respect to the subsequent term.

Const., § 34; Code 1919, § 269; 1936, p. 49; 1971, Ex. Sess., c. 16; 1980, c. 320; 1988, c. 255.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.