

**TOWN OF HERNDON, VIRGINIA
PUBLIC HEARING AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
March 22, 2022
7:00 PM**

CALL TO ORDER

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

APPROVAL OF MINUTES

November 16, 2021 Town Council Public Hearing Draft Minutes
December 2, 2021 Town Council Strategic Planning Initiatives Draft Minutes

COMMENTS

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

GENERAL

6. Resolution 22-G-25, to authorize the Town Manager to sign a Memorandum of Understanding with Northwest Federal Credit Union to host the Herndon Carnival

CONSENT

7. Resolution 22-G-24, to authorize the submission of a Creative Communities Partnership Grant Application/Virginia Commission for the Arts
8. Resolution 22-G-26, to initiate consideration of a Comprehensive Plan Amendment CPA #22-01, to amend Chapter 9, Transportation section, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through November 17, 2020, to support the Sterling Road Multimodal Improvement Project and a Complete Street Policy, and incorporate by reference the previously adopted Herndon Bicycle Network Master Plan and Herndon Pedestrian Plan

Future Town Council Meetings

March 24, 2022	Town Council Strategic Planning Initiatives Meeting	5:30 PM
April 5, 2022	Town Council Work Session	7:00 PM
April 12, 2022	Town Council Public Hearing	7:00 PM
April 19, 2022	Town Council Work Session	7:00 PM
April 26, 2022	Town Council Public Hearing	7:00 PM

TOWN OF HERNDON, VIRGINIA

RESOLUTION

March 22, 2022

Resolution- to authorize the Town Manager to sign a Memorandum of Understanding with Northwest Federal Credit Union to host the Herndon Carnival.

WHEREAS, the Herndon Festival was held for 38 years in Herndon's downtown core; and

WHEREAS, in 2019 the Town and Northwest Federal Credit Union ("NWFCU"), entered into an agreement to re-locate the Festival and Carnival to the NWFCU campus at 200 Spring Street; and

WHEREAS, neither the Festival nor the Carnival were held in 2020 or 2021 due to the State of Emergency created by the Covid 19 Pandemic; and

WHEREAS, the festival executive committee explored various options for some version of the Herndon Festival and Carnival to occur in 2022 which resulted in the decision to host the Carnival only at the NWFCU campus at 200 Spring Street in June 2022; and

WHEREAS, the executive leadership and the board of NWFCU are amenable to serving as the host site for the 2022 Herndon Carnival, and

WHEREAS, funds to support the FY 2022 Herndon Festival are available.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Town Manager to sign a Memorandum of Understanding with Northwest Federal Credit Union to host the 2022 Herndon Carnival.

MEMORANDUM OF UNDERSTANDING
Between
The Town of Herndon
And
Northwest Federal Credit Union

This Memorandum of Understanding, "MOU", is made this ___ day of ____, 2022, between the Town of Herndon, hereafter referred to as the "Town," and Northwest Federal Credit Union, hereafter referred to as "Northwest." The Memorandum of Understanding provides the details for the partnership between the Town and Northwest for the event taking place on June 2-5, 2022, "the event."

I. PURPOSE:

The purpose of this Memorandum of Understanding is to establish the terms of a cooperative partnership between the Town and Northwest in order to promote and provide a unique event experience for the local community. The event will operate Thursday, June 2, 6-10pm, Friday, June 3, 5-11pm, Saturday, June 4, 7am-11pm and Sunday, June 5, 10am-7pm at the Northwest Federal Credit Union campus, 200 Spring Street, Herndon, VA, 20170.

The Town and Northwest will separately develop a sponsorship agreement between the two parties recognizing Northwest as the exclusive event title sponsor, at no cost, and outlining the associated expectations, responsibilities and benefits. Some of those elements may be referenced in this MOU.

II. DIVISION OF RESPONSIBILITY

The Town assumes final authority for any decisions made regarding the operation of the Event, to include acquiring any necessary permits, licenses and other permissions for the Event to be conducted. Both parties have agreed to the following duties and responsibilities related to production and operation of the Event.

Northwest will:

1. Provide a staff liaison who will meet with the Town staff to keep lines of communication open and ensure the event is coordinated in a timely manner as a whole. The liaison will work in conjunction with Town staff prior to the event and on site during the event and keep staff apprised of all issues or concerns throughout the planning and implementation process.
2. Provide use and access to the parking lot and parking garage located at 200 Spring St Herndon, VA, 20170 beginning up to two weeks prior to the event for set up and equipment delivery. Allow for equipment and materials (such as cones and barricades, tents, tables, chairs, light towers, distribution panels and generators, portable restrooms) to be dropped off and stored in the parking lot beginning the week before Memorial weekend.
3. Provide use and access to restroom facilities for the staff, designated VIP's and volunteers working in the command area.
4. Provide overnight use and access to a lockable space to secure a safe, and the radio cache, plus staff access during all operating hours of the event (including set up and closeout hours) to count money for the duration of the event.
5. Assist the Town with the advertising and promotion of the event, including distribution of marketing materials to local branches.
6. Provide volunteer information to employees to assist with operations during the event.
7. Provide contact information for event day and after hours assistance with parking garage access.

8. Provide access to electricity and water connectivity (if available). Permit the town to meter the utilities.
9. Provide to the exclusivity of other financial institutions, access to and use of the automated teller machines (ATM's) for the duration of the event. Details to be specified in the Herndon Event sponsorship agreement.
10. Permit the display of banners and signs during the event for purposes such as safety, direction, recognition, advertising or appreciation.
11. Permit the sale or promotion of goods and services by Town authorized vendors, civic and volunteer groups.
12. Recognize that by permitting use of the property by the town, the event is an open, public event and must conform to the laws and regulations of the state, including the right to Open Carry.

The Town will:

1. Coordinate all aspects of operations and set-up for the event layout.
2. Designate the Director and Deputy Director of Parks and Recreation to serve as the event Supervisors who will meet regularly with Northwest to keep lines of communication open, ensure the event is coordinated as a whole, and establish the event layout.
3. Provide at least six (6) additional Town staff to be on site to coordinate all aspects of the event to include (but not limited to) carnival, food vendors, sponsors, and serve as crowd managers in the event of an incident or emergency. Provide, schedule and supervise all staff and volunteers necessary to operate the event.
4. Provide a timeline of basic functions to serve as a guide for production of the event. Changes to the timeline may be reviewed at planning meetings or made at any time with agreement by both parties.
5. Contract event security as needed, and establish a security plan, including access and egress from all potential entry points/buildings.
6. Secure all talent, sound, vendors, permits and sponsors for the event.
7. Arrange for health department and/or fire marshal inspection as required.
8. Arrange for use of available public and/or private parking lots for general public and vendor parking and control access to the parking deck during the event.
9. Arrange for a shuttle bus service to transport attendees and others to the event from designated off-site parking areas.
10. Secure the assistance of the Department of Public Works (DPW) for event set up, site maintenance and clean up, setup and strike of all equipment, materials and supplies for the event.
11. Provide all materials (cones, barricades, signs, tents, portable restrooms) for the event.
12. Recruit and coordinate all vendors and contractors for the execution of the event, including but not limited to artists, food vendors, commercial vendors, sponsors, civic, and volunteer groups.
13. Work with Northwest representative on the overall event layout, including the carnival, booths, and other activities.
14. Remove all trash, debris, equipment and materials from the Northwest campus no later than the Tuesday following the Event. Indoor spaces will be returned to normal operations upon staff departure on Sunday evening. Parking lot cleanup will continue into Monday. Access to parking for the Northwest staff will be available at the start of the business day on Monday, except in a designated area where Town or rental equipment will be removed throughout the business day.
15. The Herndon Police Department will provide an on-site presence to oversee safety for participants, property and vehicles during event hours.
16. Develop and execute a regional Event marketing plan, using multiple channels and recognizing

Northwest for their assistance with the operation of the event as outlined separately in the event sponsorship agreement. Northwest shall be the exclusive financial institution sponsor.

17. Provide certificate of insurance naming Northwest as an additional insured.

18. Indemnify Northwest, to the fullest extent permitted by law, for any controversy, claim, demand or other cause of action related, directly or indirectly, to the Event, unless the controversy, claim or demand results from Northwest's reckless or intentional misconduct.

III. FINANCIAL AGREEMENT:

All (100%) of the Event registration and sponsorship fees will be allocated to the Town to offset the overall production of the event.

The Town may incur financial obligations under the terms of this Agreement only to the extent that the Herndon Town Council annually approves such appropriations to satisfy payment of said obligations.

The Town will reimburse Northwest for the use of utilities (water, electricity) as recorded by town provided meter.

IV. DEFAULT

Northwest shall be in default if Northwest breaches any material term or condition of this Agreement. The Town shall be in default if the Town breaches any material term or condition of this Agreement.

In the event of default, the non-defaulting party shall give written notice to the defaulting party identifying the alleged breach of this Agreement, and the defaulting party shall have sixty (60) days from the date of notice to cure the breach to the reasonable satisfaction of the non-defaulting party. If the defaulting party fails to cure such breach within the sixty (60) day period set forth herein, this Agreement may be terminated by the non-defaulting party by giving an additional thirty (30) days' written notice to the breaching party.

V. MISCELLANEOUS PROVISIONS

A. Amendment. This Agreement may be amended at any time by mutual agreement of the Town and Northwest. In order to be valid and binding, any amendment to this Agreement must be in writing and signed by the Town and Northwest.

B. Assignment. Northwest may not assign any of its rights or obligations under this Agreement without the express written consent of the Town.

C. Authority. The Town and Northwest each represent that it has the right to enter into this Agreement.

D. Counterparts. This Agreement may be executed in multiple original counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

E. Entire Agreement. This Agreement constitutes the entire Agreement between the Town and Northwest with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written and oral, between them with respect to the subject matter of this Agreement.

- F. Governing Law. This Agreement and its terms are governed by the laws of the United States and the Commonwealth of Virginia, the ordinances and regulations of Fairfax County, and the ordinances and regulations of the town.
- G. Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
- H. Severability. If any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected.
- I. Waiver. No waiver by Town of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself or of any subsequent breach thereof.

In the event of a complete cancellation of the event due to “acts of God” (e.g. severe and/or dangerous weather conditions, etc.), or Town Council action, all parties hereby agree to assess possible postponement and/or rescheduling options.

VI. TERM AND TERMINATION

1. This Agreement will be in effect for one year from the date of signature, unless terminated sooner (“Initial Term”). At the end of the Initial Term this Agreement will automatically renew for one additional term, unless either party provides written notice of its intention not to renew no later than 60 days prior to the end of the then-current term.

Approved by:

President
Northwest Federal Credit Union

Date

William H. Ashton, II
Town Manager, Town of Herndon

Date

Approved As To Form:

Lesia J. Yeatts
Town Attorney

Date

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 22, 2022

Resolution- to authorize the submission of a Creative Communities Partnership Grant Application/Virginia Commission for the Arts.

WHEREAS, the Virginia Commission for the Arts provides grant monies to Virginia localities under the Creative Communities Partnership Grant for redistribution to nonprofit organizations for arts activities; and

WHEREAS, the Town of Herndon has solicited grant applications from organizations and recommends that a \$4,500 grant be submitted for the proposal submitted by Arts Herndon; and

WHEREAS, the funding for this program requires that the Town appropriate an equal or greater amount for arts activities in the community and recommends such funding be included in the proposed FY 2023 budget.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby authorizes the Town Manager to submit a Creative Communities Partnership Grant application to the Virginia Commission for the Arts.



MEMORANDUM

To: Mayor Sheila Olem and Members of the Herndon Town Council
From: Ahmad Zaki, Lead Planner, Long-range Planning 
Date: March 18, 2022
Subject: Amendment to the Proposed Resolution 22-G-26, to Initiate
Consideration of a Comprehensive Plan Amendment, (CPA #22-01)

As discussed during the March 15, 2022 work session, attached is a revised resolution (22-G-26) to initiate consideration of a Comprehensive Plan Amendment (CPA #22-01) to amend Chapter 9, Transportation Section, of the 2030 Comprehensive Plan to incorporate the Sterling Road Multimodal Improvement Project, and incorporate by reference the previously adopted Herndon Bicycle Network Master Plan and Herndon Pedestrian Plan, that was provided to the Town Council prior to the work session of March 15, 2022. The attachment includes the "Complete Street Policy" as an additional component in the subject draft resolution.

No other changes have been incorporated into the proposed resolution submitted to the Town Council at the work session of March 15, 2022.

Thank you.

Attachment:

1. Updated Draft Resolution

TOWN OF HERNDON, VIRGINIA

RESOLUTION

MARCH 22, 2022

Resolution- to initiate consideration of a Comprehensive Plan Amendment CPA #22-01, to amend Chapter 9, Transportation section, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through November 17, 2020, to support the Sterling Road Multimodal Improvement Project and a **Complete Street Policy**, and incorporate by reference the previously adopted Herndon Bicycle Network Master Plan and Herndon Pedestrian Plan.

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

1. Initiates consideration of the requested comprehensive plan amendment in accordance with Sections 15.2-2223 and 15.2-2232 of the Code of Virginia;
2. Requests review of the Planning Commission and refers the proposed amendment to the Planning Commission for recommendation in accordance with Section 15.2-2229 of the Code of Virginia; and
3. Finds that public necessity, convenience, general welfare, or good zoning practice requires the Town Council's consideration of this proposed measure.