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HERNDON TOWN COUNCIL
Tuesday
March 22, 2022

The Town Council met in public session on Tuesday, March 22, 2022, at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Sheila A. Olem; Councilmembers Naila Alam, Pradip Dhakal; Signe Friedrichs; and Sean M. Regan. Vice Mayor Cesar del Aguila and Councilmember Jasbinder Singh were absent.

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Chief Maggie DeBoard, Herndon Police; Lisa Gilleran, Director of Community Development; Page Kalapasev, Director of Information Technology; Scott Robinson, Director of Public Works; Cindy Roeder, Director of Parks and Recreation; Dave Bracamonte, IT Operations Manager; and Margie Tacci, Deputy Town Clerk.

PLEDGE & CALL TO ORDER

Mayor Olem called the meeting to order at 7:00 p.m., all members present, except for Vice Mayor del Aguila and Councilmember Singh who were absent, and with Mayor Olem presiding.

APPROVAL OF MINUTES

Vote on November 16, 2021
Town Council Public Hearing Minutes

On motion of Councilmember Friedrichs, seconded by Councilmember Dhakal, and carried by a 5-0 roll call vote, the minutes of the November 21, 2021, Town Council Public Hearing were approved. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Regan, and Mayor Olem voting "Aye." Vice Mayor del Aguila and Councilmember Singh were absent.

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Vote on December 2, 2021

Town Council Strategic Planning Initiatives Minutes

On motion of Councilmember Friedrichs, seconded by Councilmember Alam, and carried by a 5-0 roll call vote, the minutes of the December 2, 2021, Town Council Strategic Planning Initiatives Meeting were approved. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Regan, and Mayor Olem voting "Aye." Vice Mayor del Aguila and Councilmember Singh were absent.

ANNOUNCEMENTS

Mayor Olem asked Council and those participating to observe meeting decorum by showing their hand to be recognized by the chair for comments. She reminded those participating to follow the town's Meeting Guidelines that were used for all government meetings to maintain good order, which included: refraining from participation unless and until recognized by the chair; being respectful in comments; refraining from threatening or intimidating language; profane, vulgar, obscene, or threatening remarks were not permitted; and attacks on the character, motive, or other harmful remarks against individual members of Council, town staff, or the public would not be tolerated.

Mayor Olem stated the next Town Council Strategic Planning Initiatives Meeting would be on Thursday, March 24 at 6:00 pm, in the Herndon Police Department Community Room, 397 Herndon Parkway. She stated before the meeting, dinner would be available at 5:30 pm. She reminded all members of the Town Council to attend so they can discuss all the Town Council's priorities amongst all members. The meeting would be posted on Granicus when the recording was available.

Mayor Olem announced the Northern Virginia Regional Commission was partnering with its members to find locations to serve as drop-off locations for a collection of new blankets, gently used coats, socks, and gloves drive for Ukrainian refugees. She reached out to the Northwest Federal Credit Union (NWFCU) to serve as the Herndon location, and they were happy to assist. The drop-off boxes would be in the lobby of NWFCU, 200 Spring Street. She stated the drive would be from Wednesday, March 23 to Friday, April 15. The hours would be on Monday to Friday, from 9:00 am to 6:00 pm; and on Saturday, from 9:00 am to 1:00 pm.

3. COMMENTS FROM THE ACTING TOWN MANAGER

Mayor Olem recognized Town Manager William H. Ashton II for his comments.

Town Council Strategic Planning Initiatives Meeting

He stated he has been working with the moderators to get an agenda ready to be distributed to the Town Council and posted on Granicus by tomorrow for the March 24 Town Council Strategic Planning Initiatives Meeting. He stated the one of the

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moderators was from the Jimmy and Rosalynn Carter School for Peace and Conflict Resolution out of George Mason University and the other is a subcontractor that does leadership consulting

Transportation Projects

Mr. Ashton stated that staff was working on a myriad of transportation projects that have been in the making for the last several years and were beginning to come to fruition. He provided an overview on the projects.

Elden/Monroe Street project

The Elden/Monroe Street project by Anita's was almost complete. Staff was waiting for Dominion Power to perform work to get the new traffic signals mobilized, remove the old hardware, and the relocate the electrical box at Junction Square.

Streetscape Sidewalk Improvements

The streetscape sidewalk improvements project was along Elden Street near the Aslin Beer Company. Currently, the town and Virginia Department of Transportation (VDOT) were working to finalize items and he hoped that it would be completed soon.

Mr. Ashton stated in front of Aslin Beer Company, a sanitary sewer main was run unto the Herndon downtown center site to help support Comstock, who would pay for the installation. Staff felt that this project was important to do at this time while the streets were under construction. Staff was waiting for inspection by Comstock's engineers to ensure it was installed correctly.

Center/Elden Streets Corner Project

The underground dry utility is complete and the storm sewer, water main, and sanitary sewer adjustments were currently underway. Mr. Ashton stated that this project included some curb/gutter and sidewalk improvements and was slightly behind the other projects. Hopefully, it would be completed later this spring.

Bus Bays

The bus bays along Herndon Parkway at the Metro Station were coming along and should be completed later this spring.

Van Buren Complete Street Improvement Projects

There are currently two Van Buren Street projects (Spring Street/Herndon Parkway and the intersection with Herndon Parkway) that would start soon. The groundbreaking for this long-awaited project was scheduled for Friday, March 25 at 11:00 am.

Outdoor Seating

Mr. Ashton stated with the current interest in continuing outdoor seating in town, he has convened a staff working group to review various things that have to be done to effectuate this. He reiterated that during the State of Emergency he was given the

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authority to write licenses and leases on the fly to make outdoor seating happen. Now that the town is no longer under the State of Emergency, he no longer can do that; therefore, the town must go back to the normal process of renegotiating leases and licenses and bringing those back to the Town Council for approval. Staff also needs to look at elements, including safety and aesthetics for outdoor seating to be continual. He stated staff has drafted a legislative item to bring to the Council, hopefully in April.

Town Council Strategic Planning Initiatives Meeting

As he stated earlier, staff was finalizing the agenda of the Town Council Strategic Planning Initiatives Meeting.

4. COMMENTS FROM THE TOWN COUNCIL

Councilmember Alam: Expressed her appreciation to staff for their help and support given to the Councilmembers. She stated that they were proud of staff.

Councilmember Dhakal: No comments.

Councilmember Friedrichs: Reminded individuals that on Saturday, April 23, the town would be picking up litter at Runnymede Park. For those interested in volunteering and assisting, registration would be from 9:00 am to noon.

Councilmember Regan: Thanked the Town Manager for the updates he provided earlier regarding the traffic control changes at Elden and Monroe Streets and the eventual disappearance of the shiny metal box. He stated that would give a clear line of sight to the wonderful town mosaic that was installed as part of the project.

Councilmember Regan stated as the town's representative to the Committee for Dulles (CFD) he would be attending a fundraising event on Friday, March 25. He stated the CFD is an organization that fosters connections between local government, local business community, and Dulles International Airport. The CFD organizes college scholarships for children of employees of Dulles International Airport which is a wonderful cause.

Mayor Olem stated that she would be attending the CFD event, as well.

Mayor Olem: Stated she attended a meeting on Monday, March 21. At the meeting Senators Boysko, Surovell and Favola all discussed what would happen if a vacation were put on the gas tax. She stated in Northern Virginia, localities tax themselves so they are able to potentially have funding for transportation and road improvements. If a vacation on the gas tax occurs, \$500 million would go away.

Mayor Olem asked everyone to keep in mind the big projects that are currently being done in the town. There were over \$100 million worth of projects on which the Town Manager just gave an update. Of those projects, \$85 million came from outside

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resources, and if it were not for the town staff's diligence to find funding resources, they would not have been able to do many of the projects. She stated that one of the resources for funding was the Northern Virginia Transportation Authority.

COMMENTS & DISCLOSURES FOR THE RECORD

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

5. COMMENTS FROM THE AUDIENCE

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

The following individuals provided comments:

- Barbara Glakas, 935 Barton Oaks Place, Herndon: Read into record a letter on behalf of the Board of the Herndon Historical Society requesting the town to find the necessary funding in the FY 23 budget to repair and repaint the Herndon Caboose. [A copy of the letter is on file in the Town Clerk's office.]
- Walter Shorter, 559 Early Fall Court, Herndon: Stated he received a notification announcing that town residents would now receive one bill from Fairfax County to bill and collect town real estate property taxes. He expressed appreciation to the Town Manager, Town Council, and staff, for all the efforts to bring this to fruition. He stated that this is something that should have occurred years ago.

Mr. Shorter expressed concern that over the last couple of months at the Elden Street Marketplace there has been a "meet" which occurs mostly on the weekends, but lately, has occurred during the weekday evening hours. He stated it sounded like the Manassas drag racetrack on the Herndon Parkway.

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.

Mayor Olem recognized Cindy Roeder, Director of Parks and Recreation, who presented the staff report dated March 22, 2022, which is on file in the Town Clerk's office. This resolution would authorize the Town Manager to sign a Memorandum of Understanding

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with Northwest Credit Union (NWFCU) to host the 2022 Herndon Carnival. She stated up until 2019, the Herndon Festival had been hosted annually in Herndon's downtown since its inception in 1980. In 2019, with the planned redevelopment of the downtown, including the Station Street surface lot (the carnival site), the Festival committee considered identifying a new venue for the festival that allowed for both the carnival and many of the other festival elements. NWFCU campus on the corner of Spring Street and Herndon Parkway, almost directly across from the Herndon Police Station, was chosen and the event was held there in 2019 pursuant to an MOU with NWFCU.

Neither the Festival nor the Carnival were held in 2020 or 2021 due to the State of Emergency created by the Covid 19 Pandemic. 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. The executive leadership and the board of NWFCU are amenable to serving as the host site for the 2022 Herndon Carnival and entering into the MOU. It was expected that there would only be positive fiscal impact as Carnival income has historically exceeded expenses. Staff recommends approval of the proposed resolution, as presented.

On motion of Councilmember Friedrichs, seconded Councilmember Regan, and carried by a 5-0 roll call vote, 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, was approved as presented. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Regan, and Mayor Olem voting "Aye." Vice Mayor del Aguila and Councilmember Singh were absent.

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.

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

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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.

[Attached for reference is the Memorandum of Understanding b/n the Town and Northwest Federal Credit Union.]

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

This Memorandum of Understanding, "MOU", is made this 22nd day of March, 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.

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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

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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.

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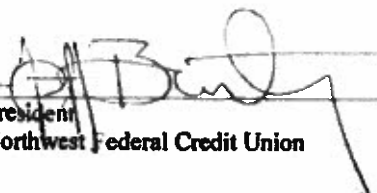
- F. **Governing Law.** This Agreement and its terms are governed by the laws of the United States and the Commonwealth of Virginia, the ordinances and regulations of Fairfax County, and the ordinances and regulations of the town.
- G. **Headings.** The headings in this Agreement are for convenience 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.

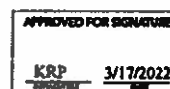
VI. TERM AND TERMINATION

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

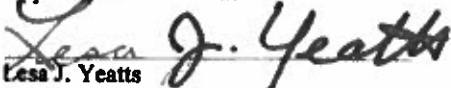
3/17/22
Date




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

3/21/22
Date

Approved As To Form:


Lisa J. Yeatts
Town Attorney

3/18/22
Date

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CONSENT

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

On motion of Councilmember Dhakal, seconded by Councilmember Alam, the Consent Agenda items were approved and carried by a 5-0 roll call vote, without comment. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Regan, and Mayor Olem voting "Aye." Vice Mayor del Aguila and Councilmember Singh were absent.

Resolution 22-G-24, 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.

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Resolution 22-G-26, to initiate consideration of a Comprehensive Plan Amendment, CPA #22-01, to amend Chapter 9, Transportation, of the 2030 Comprehensive Plan adopted August 12, 2008, as amended through November 17, 2020, to incorporate the Sterling Road Multimodal Improvement Project, and incorporate by reference the previously adopted Herndon Bicycle Network Master Plan and Herndon Pedestrian Plan.

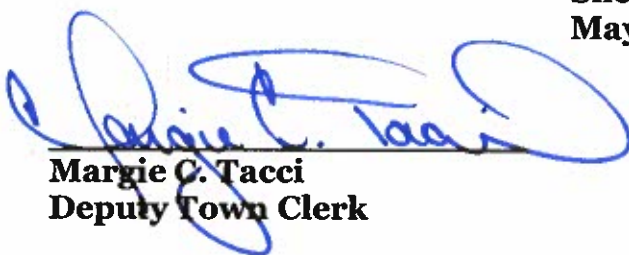
BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby:

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.

ADJOURNMENT

Councilmember Friedrichs moved to adjourn the meeting of the March 22, 2022 public hearing at 7:28 p.m., and Councilmember Dhakal seconded the motion. The question was called on the motion which carried by a 5-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Regan, and Mayor Olem voting "Aye." Vice Mayor del Aguila and Councilmember Singh were absent.


Sheila A. Olem
Mayor


Margie C. Tacci
Deputy Town Clerk



Minutes approved by Town Council: June 14, 2022

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NOTE:

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