



**TOWN COUNCIL
ORGANIZATIONAL MEETING AND
WORK SESSION AGENDA**

Herndon Police Department – Community Room
397 Herndon Parkway, Herndon, VA 20170

Tuesday, January 3, 2023 | 7:00 p.m.

1. Call to Order

2. Organizational Meeting Items

- a. Resolution 23-G-01, to adopt *Robert's Rules of Order Newly Revised in Brief, 3rd edition* and to designate the Town Attorney as the Parliamentarian
- b. Resolution 23-G-02, to elect the Vice Mayor

3. Public Hearings

- a. Ordinance, to approve the abandonment, without removal, of approximately 100 feet of conduit located in Town right-of-way, crossing Worldgate Drive, by Harris Corporation (formerly Excelis, Inc., formerly ITT Corporation), resulting in Town ownership and control of conduit

4. General

- a. Ordinance, to amend Chapter 2 (ADMINISTRATION), Section 2-1 (Meeting schedule) to clarify meeting location and meeting scheduling process
- b. Resolution, to approve and authorize the Town Manager to sign a Memorandum of Agreement between Fairfax County and the Town of Herndon for the service, maintenance, and repair of town owned and operated vehicles and motorcycles

5. Discussion

- a. Town Council FY2024 Budget Guidance
- b. General Overview of Organization and Town Operations

6. Roundtable

7. Closed Meeting

- a. A closed meeting pursuant to the Code of Virginia Section 2.2-3711(A)(1) of the Code of Virginia for discussion of prospective candidates relative to appointments to boards and commissions

8. Adjournment

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JANUARY 3, 2023

Resolution- to adopt *Robert's Rules of Order Newly Revised In Brief, 3rd edition* and to designate the Town Attorney as the Parliamentarian.

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

- adopts *Robert's Rules of Order Newly Revised In Brief, 3rd edition*, for the purpose of conducting meetings of the Town Council for January 1, 2023 through December 31, 2024; and
- designates the Town Attorney as the Parliamentarian for January 1, 2023 through December 31, 2024.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JANUARY 3, 2023

Resolution - to elect the Vice Mayor.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby elects _____ as Vice Mayor of the Town of Herndon for the term of January 1, 2023 through December 31, 2024.

STAFF REPORT

Town Council
January 3, 2022

Title:

Ordinance- to approve the abandonment, without removal, of approximately 100 feet of conduit located in Town right-of-way, crossing Worldgate Drive, by Harris Corporation (formerly Excelsis, Inc., formerly ITT Corporation), resulting in Town ownership and control of conduit.

Staff Contact:

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

Tammy Chastain
(703) 435-6860
tammy.chastain@herndon-va.gov

Description:

On May 14, 2009, the Town Council granted an initial five-year franchise to Harris Corporation, formerly known as Excelsis, Inc., and ITT Corporation. The agreement was subsequently amended on February 18, 2014, and extended for an additional 5-year term, expiring on May 14, 2019. The franchise is now expired, and Harris is no longer located or operating in the Town.

Approximately 100 feet of conduit (communication cables) installed by Harris crosses Worldgate Drive in Town right-of-way connecting two buildings, 12975 and 12930, that they formerly occupied while the franchise agreement was active. Upon expiration of the agreement, Harris abandoned the conduit, and it is no longer in use.

This Ordinance before approves the abandonment of the conduit, without removal, which will result in the Town's ownership and control of this conduit.

Fiscal Impact:

None.

Staff Recommendation:

The Mayor and Town Council approve the attached Ordinance as proposed.

Attachments:

Ordinance
Exhibit “A”

Prepared and Approved by:



Lesa J. Yeatts, Town Attorney



Tammy Chastain, Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 10, 2022

Ordinance – to approve the abandonment, without removal, of approximately 100 feet of conduit located in Town right-of-way crossing, Worldgate Drive, by Harris Corporation (formerly Excelis, Inc., formerly ITT Corporation), resulting in Town ownership and control of conduit.

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

1. The Town Council approves the abandonment of approximately 100 feet of conduit located in the Town right of way, crossing Worldgate Drive, connecting building numbers 12975 and 12930, as depicted in the attached Exhibit “A”, by Harris Corporation (formerly Excelis, Inc., formerly ITT Corporation), installed under franchise agreement dated May 14, 2009, that is now expired.
2. The Town Council approves abandonment of this conduit without removal after franchise agreement expiration, resulting in the Town’s ownership, possession, and control of this abandoned property.
3. The Town may utilize the conduit and its contents for any use consistent with the Code of Virginia.
4. This ordinance shall be effective on and after the date of adoption.



STAFF REPORT

Town Council
January 3, 2023

Title:

Ordinance - to amend Chapter 2 (ADMINISTRATION), Section 2-1 (Meeting schedule) to clarify meeting location and meeting scheduling process.

Staff Contact:

Kirstyn Jovanovich, Town Clerk
(phone) 703-435-6802
(e-mail) kirstyn.jovanovich@herndon-va.gov

Background:

The proposed ordinance recommends amendments to remove references to specific meeting locations and to revise the meeting schedule establishment process.

The Town Code currently specifies that Town Council hold its regular meetings and work sessions in the Ingram Council Chambers at 765 Lynn Street. While its regular meetings are normally held in this location, work sessions have not been held in this space since 2012. Furthermore, due to the COVID-19 pandemic, the Town Council meeting locations have been adjusted based on the town's ability to accommodate public health, welfare, and safety impacts. This amendment will remove the location specification from the Town Code for both regular and work session meetings. The meeting location will be noticed as part of the meeting agenda distribution and meeting notification process in accordance with [Code of Virginia § 2.2-3707 \(C\)](#).

The proposed ordinance also streamlines the meeting schedule process by having the Town Council adopt its meeting schedule annually by resolution. Currently, the Town Council adopts a revised meeting schedule by resolution each fall as the Town Code specifies under Section 2-1 (a) and (b) when the Town Council will meet during the year. Allowing Town Council to adopt by resolution a meeting schedule each fall for the following year provides additional flexibility to schedule meetings around holidays, planned community events, and other impacts year-to-year, while continuing to clearly communicate meeting information to the public.

Special meetings are included under the Town Charter Section 3-8 (Meetings of council.)

In general, these amendments streamline the meeting notice processes, align the Town Code with current town practices, and provide greater flexibility.

Fiscal Impact:

N/A

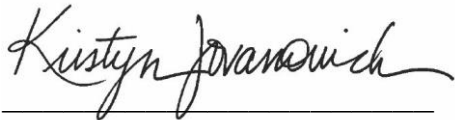
Staff Recommendation:

Staff recommends approval of the proposed ordinance as presented.

Attachments:

Draft Ordinance

Staff:

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

Kirstyn Jovanovich
Town Clerk

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 10, 2023

Ordinance - to amend Chapter 2 (ADMINISTRATION), Section 2-1 (Meeting schedule) to clarify meeting location and meeting scheduling process.

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

1. The following sections or provisions of the Herndon Town Code (2000), as amended, are amended and re-ordained as follows:

CHAPTER 2 (ADMINISTRATION)

Article I. In General

Sec. 2-1. – Meeting schedule.

(a) The town council shall meet in regular meetings ~~in the Ingram Council Chambers in the building at 765 Lynn Street, Herndon, Virginia at 7:00 p.m. on the first four~~ **second and fourth** Tuesdays of each ~~calendar~~ month, except June, July, August, **November**, and December when the town council shall meet the first and second Tuesdays of each calendar month. **once per month, or at such other times as may be fixed by resolution; provided that at least one regular meeting per month shall be held as required by Section 3.8 of the Charter.**

(b) The **town council may meet** ~~first and third Tuesday regular or stated meetings shall consist of work sessions to be held in the Ingram Council Chambers at 765 Lynn Street, Herndon, Virginia and the second and fourth Tuesday regular meetings shall consist of public hearings and other public business to be held in the Ingram Council Chambers. For~~ **in work sessions at 7:00 p.m. on the first and third Tuesdays of each month, except** June, July, August, **November**, and December, the work sessions shall be held the first Tuesday and the public hearing meeting shall be held the second Tuesday of the month. There shall be no work session on the first Tuesday in May in even numbered years. Notwithstanding anything to the contrary in this section, in the discretion of the mayor, the town council may convene any, or any part of, a meeting in the Hoover Conference Room

at 765 Lynn Street. **when the town council may meet for work sessions once per month, or at such other times as may be fixed by resolution.**

~~(e) The town council may by resolution prescribe any public place other than the Ingram Council Chambers or the Hoover Conference Room, or prescribe a day or time other than those established in this section, for a regular meeting of the town council. This provision shall not apply to special meetings.~~

~~(d) If the day established for a regular meeting falls on a legal holiday, that meeting shall be held on the next Tuesday that is a regular meeting day at 7:00 p.m. in the Ingram Council Chambers.~~

~~(e)~~**(c) If Should** the conduct of a regular meeting ~~should~~ **be unnecessary due to a lack of items for consideration, or** impossible due to the inability to obtain a quorum, or due to weather or other condition such that it is hazardous for members to attend the regular meeting, as declared in writing by the mayor, the regular meeting shall be continued to the next Tuesday that is a regular meeting day at 7:00 p.m. in the Ingram Council Chambers. The town clerk shall communicate such declaration to the press as promptly as possible. **may be postponed or canceled and notice of such postponement or cancelation, shall be published by the Town Clerk.** All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

2. This ordinance shall be effective on and after the date of its adoption.

MEMORANDUM OF AGREEMENT
MOTORCYCLE REPAIR

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Fairfax, Virginia ("County") and the Town of Herndon, Virginia ("Town"), individually a Party and collectively the Parties.

THE COUNTY AND TOWN ARE MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the County, acting through its Department of Vehicle Services ("DVS"), will service, maintain and repair motor vehicles, including motorcycles, owned by the Town and operated by Town agencies, including the Herndon Police Department.
2. **SERVICES.**
 - a. The services provided by the County under this Agreement shall take place at the Newington Maintenance Facility located at 8201 Cinder Bed Road, Lorton, Virginia, and shall include, without limitation preventative maintenance and mechanical repairs.
 - b. Nothing in this Agreement shall require DVS to provide any service, maintenance or repair work, that, in its sole discretion, it is unqualified or unable to perform for any reason.
 - c. The services provided by the County under this Agreement shall be performed in the manner and on the schedule determined by DVS in its sole discretion.
 - d. The Town shall be responsible for delivering its vehicles to the location set forth in subsection a, above, and shall be responsible for picking up its vehicles at such location within five (5) business days following notification that the County has completed the requested services.
3. **PRICING.**
 - a. The County will service, maintain and repair the Town's vehicles at a rate of \$90.15 per hour for labor, and a 31% mark-up for parts, based on the actual cost to the County.
 - b. These rates shall be subject to a periodic review and adjustment by DVS. DVS shall provide the Town thirty (30) days prior written notice of any increase in such rates prior to providing services under this Agreement to the Town at the increased rates.

4. INVOICING AND PAYMENT.

- a. The County shall invoice the Town monthly as the services are provided.
- b. Each invoice shall provide instructions for payment.

5. NOTICES. Notices pertaining to this Agreement shall be sent to the following individuals.

a. To the County:

Marguerite Guarino, Deputy Director
12000 Government Center Parkway, Suite 417
Fairfax, Virginia 22035
703-324-3554
Marguerite.guarino@fairfaxcounty.gov

b. To the Town:

William H. Ashton II
Town Manager
777 Lynn St.
Herndon, VA 20170

6. EFFECTIVE DATE. This Agreement shall become effective when it has been executed by the authorized representative of each Party.

7. TERM AND TERMINATION. Except as otherwise set forth herein, this Agreement shall remain in effect until terminated by either Party with at least thirty (30) days prior written notice.

8. LIABILITY AND DISCLAIMER.

- a. Neither Party shall be liable to the other party for any claims, liabilities, or expenses arising solely out of the acts or omissions of such other party or one of its agents or employees. Neither party shall be obligated to defend or assume the cost of defense of the other party or hold harmless or indemnify the other party for any claim arising from the acts or omissions of one of its own agents or employees. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity.

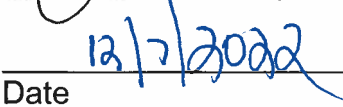
- b. The services provided by the County, including parts and labor, are "as is" and "as available". The County disclaims all guarantees, representations and warranties, express or implied. The County makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services, including parts and labor, provided under this Agreement. The Town agrees that the entire risk arising out of its use of the services provided under this Agreement remains solely with the Town to the maximum extent permitted under Virginia law. Nothing in this section shall prevent the County or the Town from filing warranty claims with any parts manufacturers.

9. GENERAL PROVISIONS.

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and if any provision of this Agreement is ruled invalid or unenforceable by a court of proper jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b. This Agreement may not be modified except by a written instrument duly executed by the Parties hereto.
- c. Any financial obligations under this Agreement are expressly subject to annual or periodic appropriations by the Town Council of the Town and the Board of Supervisors of the County and this Agreement shall terminate, without the need for additional action of the Parties, at such time as appropriated funds have been exhausted.

COUNTY OF FAIRFAX, VIRGINIA:


Bryan J. Hill, County Executive


Date

TOWN OF HERNDON, VIRGINIA:

William H. Ashton II, Town Manager

Date

TOWN OF HERNDON, VIRGINIA

RESOLUTION

JANUARY 10, 2023

Resolution- to approve and authorize the Town Manager to sign a Memorandum of Agreement between Fairfax County and the Town of Herndon for the service, maintenance, and repair of town owned and operated vehicles and motorcycles.

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

1. The Town Council approves a Memorandum of Agreement (“MOA”) between the County of Fairfax, Virginia, acting through its Department of Vehicle Services (“DVS”), and the Town of Herndon, Virginia for the service, maintenance, and repair of motor vehicles, including motorcycles, owned by the Town and operated by Town agencies, including the Herndon Police Department.
2. The MOA shall become effective when it has been executed by both parties and will remain in effect until terminated by either party with at least thirty days prior written notice.
3. The Town Manager is authorized to sign and deliver this MOA on such form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this MOA.