



TOWN COUNCIL REGULAR MEETING AGENDA

Town Council Chambers
765 Lynn Street, Herndon, VA 20170

Tuesday, December 9, 2025 | 7:00 PM

1. Call to Order

2. Pledge of Allegiance to the Flag of the United States of America

3. Presentations/Reports/Comments

- a. Proclamation to recognize Human Rights Day
- b. Proclamation to recognize Herndon Town Incorporation Day
- c. Town Manager Report
- d. Councilmember Comments

4. Comments from the Audience

Members of the public may, for one 3-minute period, provide public comments, requests, consent or general item comments, and comments on matters not included on the agenda.

5. General

- a. Resolution 25-G-65 to Not Initiate CPA#25-01, a Comprehensive Plan Amendment for changes to the Transit-related Growth Area Small Area Plan
- b. Resolution 25-G-66 requesting a sole source waiver to procure licenses and development services for the Town's Asset and Land Use Management Software, Cityworks

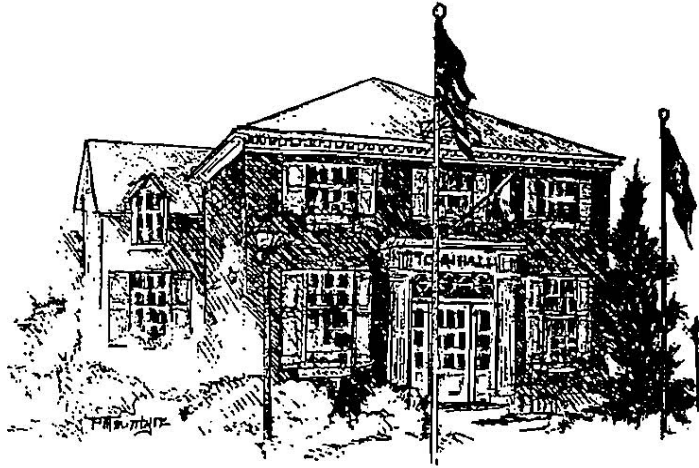
6. Consent

- a. Resolution 25-G-67 to Award Energy Performance Contract Master Agreement and the Phase 1 Energy Performance Contract
- b. Resolution 25-G-68 of official intent to reimburse expenditures with proceeds of a borrowing for the Energy Performance Project

- c. Resolution 25-G-69 to amend the adopted Fiscal Year (FY) 2026 Budget Policy related to transfer/reallocation/redistribution of funds
- d. Resolution 25-G-70 to execute a contract with Loomis for Cash Deposit Services
- e. Resolution 25-G-71 to approve and authorize the submission of two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTA) for Fiscal Year 2032 Regional Surface Transportation Program (RSTP) and Congestion Mitigation - Air Quality (CMAQ) funding
- f. Resolution 25-G-72 to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #25-06 to amend Chapter 78 (ZONING), Section 78-60.4 (Chesapeake Bay Preservation Area Overlay (CBPAO)), to update sections for conformance with the Virginia Administrative Code regarding changes to the Chesapeake Bay Preservation Act
- g. Resolution 25-G-73 to execute a contract with Central Square Technologies LLC
- h. Ordinance 25-O-29 to approve and authorize the mayor to sign a lease extension between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space at 397 Herndon Parkway
- i. Ordinance 25-O-30 to approve and authorize the mayor to sign a lease extension between the Town and Board of Supervisors of Fairfax County, Virginia, for office space at 397 Herndon Parkway
- j. Ordinance 25-O-31 to approve and authorize the mayor to sign a lease extension between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for office space at 397 Herndon Parkway
- k. Approval of Minutes
 - i. October 3, 2025, Town Council Retreat Meeting Minutes
 - ii. November 5, 2025, Town Council Work Session Minutes
 - iii. November 12, 2025, Town Council Regular Meeting Minutes

7. Adjournment

Interpretación en Español está disponible en esta sesión.



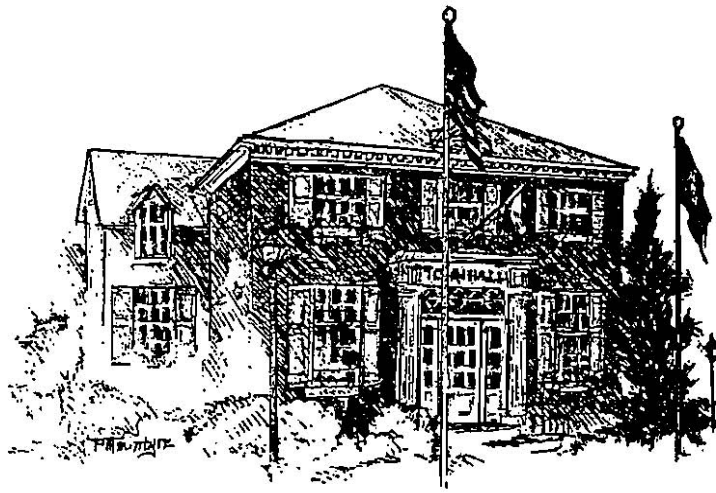
**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
HUMAN RIGHTS DAY
DECEMBER 10, 2025**

Human Rights Day is observed each year on December 10th to honor the adoption of the Universal Declaration of Human Rights by the United Nations General Assembly in 1948. This landmark document affirms the inherent dignity and equal rights of all members of the human family as the foundation of freedom, justice, and peace in the world.

The Town of Herndon joins the global community in recognizing that the protection and promotion of human rights are the responsibility of all individuals. We celebrate the progress made in advancing equality and justice, while acknowledging that ongoing commitment and compassion are needed to ensure that every person ~ regardless of race, gender, age, orientation, ability, religion, nationality, or background and can live with dignity and opportunity.

On this day, we call upon residents, businesses, and community organizations to reaffirm our collective dedication to inclusion, respect, and understanding. By standing together in defense of human rights, we strengthen the fabric of our community and honor the values that unite us.

Therefore, the Mayor of the Town of Herndon, together with the Herndon Town Council, hereby proclaim December 10, 2025, as **Human Rights Day** in the Town of Herndon, and encourage all residents to promote and protect human rights for all.



TOWN OF HERNDON, VIRGINIA PROCLAMATION HERNDON TOWN INCORPORATION DAY JANUARY 14, 2026

The Town of Herndon, Virginia—incorporated in 1879, by action of the Virginia General Assembly following a petition from its citizens—stands as a proud testament to the determination, innovation, and community spirit that have long defined generations of residents. What began as a small stop along the historic Washington and Old Dominion railroad line has grown into a vibrant, welcoming town shaped by the people who call it home.

Herndon's incorporation established more than just boundaries on a map; it laid the foundation for a responsive local government dedicated to creating a safe, connected, and thriving community. For 147 years, this spirit of local stewardship guided Herndon through periods of change and growth, strengthened by the commitment of those who invest their time, talents, and hearts into the town's future.

Today, Herndon is home to a rich blend of cultures, neighborhoods, businesses, and civic organizations that reflect a community continually evolving while remaining deeply rooted in its heritage. Landmarks like the Herndon Depot and our historic downtown preserve our past, even as innovation, creativity, and community leadership move us forward.

Herndon Town Incorporation Day is an opportunity not only to look back with pride but to recognize the ongoing work of building a resilient, inclusive, and forward-looking community. It celebrates everyday acts of service, neighborliness, and collaboration, the very qualities that have shaped Herndon for nearly a century and a half.

Therefore, to honor the 147th anniversary of our Town, the Mayor of the Town of Herndon, together with the Herndon Town Council, hereby proclaim January 14, 2026 as **Herndon Town Incorporation Day**, and encourage all residents to reflect on the Town's enduring history and the collective efforts, past, present, and future, that continue to make Herndon a place where people live differently and thrive together.

Agenda Item: Resolution 25-G-65 to Not Initiate CPA#25-01, a Comprehensive Plan Amendment for changes to the Transit-related Growth Area Small Area Plan

Meeting Date: December 9, 2025

Category: General

Prepared by: Bryce Perry, Deputy Director of Community Development

Description:

This comprehensive plan amendment, requested by the property owner, proposes to make changes to the recently adopted Transit-related Growth Small Area Plan (TRG SAP) in a manner that would allow the conversion of an existing hotel (Hyatt House) located at 467 Herndon Parkway to multi-family for-rent housing. The existing 87,100SF hotel was built in 1999. The retrofit would convert its 104 rooms to 104 dwelling units. The Town's current Comprehensive Plan and, by reference, the TRG SAP, does not support that proposal. This property is within an area indicated on the TRG SAP Land Use Plan as hospitality and retail mixed use. Such a conversion would also run counter to TRG SAP principles and policies regarding urban design and surface parking lots. In addressing those areas of nonadherence, the applicant was provided a marked copy of the Urban Design Framework portion of the TRG SAP showing suggested changes that would better align their specific project with the Comprehensive Plan. The applicant also provided a statement of justification and technical memo with a summary of a vehicle trip generation comparison.

Background:

Comprehensive Plan Amendments (CPAs) are typically initiated by staff often under the guidance of Planning Commission state-required 5-year plan reviews, the Town Council Strategic Plan, and other identified priority projects such as the adoption of a small area plan. The Zoning Ordinance; however, also gives property owners the ability to request a CPA, as is the case with this item. The process in either case involves a required initiation by the Town Council followed by staff analysis, advisory review by the Planning Commission, then a final action by the Town Council. The Code of Virginia nor the Herndon Zoning Ordinance obligates the Council to initiate any proposed CPA.

The Transit-related Growth Small Area Plan (TRG SAP) was adopted by the Council in April 2024. It provides a vision for redevelopment and updating of the area with viable and vibrant mixed land uses, higher densities, new transportation connections and open spaces, and thoughtful urban design. The plan is meant to complement the Herndon Transit-oriented Core development and intended to guide public and private investment.

To date, one rezoning application has been submitted under the allowances of this plan.

The Herndon 2050 Comprehensive Plan and accompanying Herndon Market Study & Economic Development Strategy (CP2050 + MSEDs) are major efforts that, once completed, will guide land use decisions for the town for the next 20 years. These projects are underway and, combined with the other planning initiatives specific to housing, roadway safety, and urban forestry, will have significant impacts to the principles and policies directing growth and change in the town and ensuring environmental, social, and economic resiliency for the community.

Timing Impact:

State Code establishes specific deadlines for Planning Commission review and Town Council review following Planning Commission recommendation. If initiated, the Town Council would have either 90 days or 150 days to act following a Planning Commission recommendation depending on the number of parcels impacted by the CPA. Staff resources dedicated to this effort may require timing adjustments to the 2050 Comprehensive Plan schedule.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

If initiated, town assessment of the CPA may necessitate contracted technical analysis.

Legal Impact:

The Code of Virginia does not impose an obligation on a locality to consider comprehensive plan amendments (CPAs) outside the required 5-year reviews of the comprehensive plan by the Planning Commission. The Town Code however, provides property owners the ability to request a CPA. If the Town Council chooses to not initiate the CPA, there is no statutory appeals of right and the application would not move forward.

Staff Recommendation/Next Steps:

Staff does not recommend the initiation of this Comprehensive Plan Amendment (CPA). The development of Herndon 2050, the town's new comprehensive plan, has kicked off and is well underway. As part of that effort, in-depth and holistic analysis will be conducted for the entire town to include the sections of town covered by small area plans. An individual CPA intended to allow a project at a specific property cannot appropriately be evaluated in isolation without a comprehensive view and assessment of the housing and market conditions, fiscal inputs, and general land use guidance that will be generated by Herndon 2050 and the other ongoing studies and strategies in development. There is potential to have the types of changes proposed in this CPA considered as part of that broader initiative and interconnected conversation regarding land use policy for the town in the future.

Attachments:

1. Resolution (Proposed)
2. CPA #25-01 - Applicant Narrative
3. CPA #25-01 - TRG SAP Markup
4. CPA #25-01 - Traffic Memo

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to Not Initiate CPA#25-01, a Comprehensive Plan Amendment for changes to the Transit-related Growth Area Small Area Plan.

The development of Herndon 2050, the town's new comprehensive plan, has kicked off and is well underway. As part of that effort, in-depth and holistic analysis will be conducted for the entire town to include the sections of town covered by small area plans. An individual CPA intended to allow a project at a specific property cannot appropriately be evaluated in isolation without a comprehensive view and assessment of the housing and market conditions, fiscal inputs, and general land use guidance that will be generated by Herndon 2050 and the other ongoing studies and strategies in development. There is potential to have the types of changes proposed in this CPA considered as part of that broader initiative and interconnected conversation regarding land use policy for the town in the future.

Additionally, staff does not recommend the initiation of this Comprehensive Plan Amendment (CPA).

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

The request to initiate CPA#25-01, a Comprehensive Plan Amendment for changes to the Transit-related Growth Area Small Area Plan is DENIED.

467 Herndon Parkway Comprehensive Plan Amendment Request

The Applicant requests an amendment to the TRG Comprehensive Plan (the “Plan”) to support and permit the conversion of the existing hotel at 467 Herndon Parkway (the “Property”) into a residential multifamily use. The Plan acknowledges the existing hotel uses and then proposed a mixed-use development for the Property as part of the “Revamped Sunset Park District.” See Plan, pages 35 and 42. The Property is noted as a 277,500 square foot hotel within Area 6 of the chart on page 43. The Plan contains recommendations for streetscapes and building forms and includes specific recommendations for Sunset Park on pages 76 and 77.

Throughout the process to adopt the Plan, staff and community acknowledged that the Sunset Park area has fractured property ownership and would most likely be the last portion of the Plan area to redevelop.

The Applicant proposes to adopt a new section to the Plan acknowledging that the conversion of the existing hotel to residential uses is a viable near term redevelopment option. As discussed during the planning process, the existing hotel is over 25 years old and no longer meets brand standards for many national hotel brands. However, the form of the building and overall good condition of the structure make the building on the Property an ideal candidate for conversion to a residential use.

Therefore, the Applicant submits this application requesting a new provision be added to the Plan to recommend support for a building conversion within the existing building and existing parking and drive aisle configuration. This amendment to the Plan will enable the Applicant to bring much needed housing and activity to this portion of the Plan area.

APPLICANT PROPOSED SAP LANGUAGE CHANGES FOR 467 HERNDON PARKWAY

09/23/25

Please see p. 38, 42, 44, 51 for proposed language

Town of Herndon

Transit-Related Small Area Plan

April 23, 2024

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An aerial photograph of a suburban neighborhood, featuring a mix of residential housing, green spaces, and a major road. The image is overlaid with a semi-transparent blue filter. The word "Introduction" is centered in a large, white, sans-serif font.

Introduction

The Transit-Related Growth Area (TRG) Small Area Plan (SAP) is the result of a highly collaborative effort lasting nearly two years. Informed by extensive public input, the process was facilitated by and the plan produced by a consultant team with guidance from the TRG Advisory Committee, Planning Commission, Town Council, and town staff.

Each of these groups – the public, town staff and officials, and subject matter experts and designers – are recognized for their invaluable contributions to this ambitious plan.

Special recognition is due to the seven-member TRG Advisory Committee, comprised of members of the Planning Commission, members of the adjacent residential community, TRG property owners, and town staff. Likewise, the Architectural Review Board’s deep familiarity with the Town of Herndon provided the team with critical design guidance. The Planning Commission and Town Council, which represents the myriad of voices within the Town of Herndon community, supplied guidance and oversight of this TRG SAP.

Mayor	Sheila A. Olem	Architectural Review Board	Leslie Blaker-Glass, Chair Eric Boll Melody Fetske Amy Oleinick William Savage
Vice Mayor	Clark Hedrick		
Town Council	Naila Alam Cesar del Aguila Pradip Dhakal Keven LeBlanc Donielle M. Scherff	TRG Advisory Committee	George Burke, Chair Vice Chair Planning Commission Meron Yohannes Planning Commission Member Andrew Snowwhite Community Member Rajesh Ramasubramanian Community Member Greg Riegler Representative for the Property Owners Ken Wire Representative for the Property Owners Bryce Perry Voting Staff Member Michael Romeo (Alternate) Planning Commission Member Emlyn Marsteller (Alternate) Community Member Fadrique Iglesias (Alternate) Community Development Staff Paul LeReche (Alternate 03/2022 - 08/2022)
Planning Commission	Michael G. Romeo, Chair George Burke, Vice Chair Jay Donahue Dua’a Elbarasse Mike McFarlane Kevin G. Moses Meron Yohannes		
Town Staff	Elizabeth M. Gilleran, AICP Director of Community Development Bryce A. Perry Deputy Director of Community Development Ahmad Zaki, AICP Lead Long-Range Planner		
Consultant Team	Skidmore, Owings and Merrill (SOM) Lead Consultant and Urban Design VHB Transportation Engineering RCLCO Economic Development Urban, LTD Civil Engineering		

Introduction

Executive Summary

The Herndon Transit-Related Growth Area (TRG) Small Area Plan (SAP) represents the culmination of an extensive collaborative 20-month effort led by the Town of Herndon and a consultant team led by SOM. Aimed at leveraging the recent opening of the Silver Line Herndon Metro Station, the Small Area Plan seeks to establish a vision for the TRG as a vibrant urban district fostering economic growth, supporting job creation, and accommodating a diverse mix of residential, retail, office, and recreational amenities. The strategic framework outlined in this report provides a road map for realizing this ambitious yet achievable vision.

This effort began with an exhaustive examination of the current TRG area encompassing factors such as past planning endeavors, real estate market dynamics, transportation infrastructure, civil utilities, open space, urban design elements, and architectural character. Situated in the southeast corner of the Town of Herndon immediately north of the Dulles Toll Road and west of Fairfax County Parkway, the TRG is a 93-acre area including 26 discrete parcels. The TRG occupies a pivotal location proximate to major thoroughfares and the newly operational Herndon Metro stop. Today's TRG is predominantly characterized by a mix of low-density office and industrial spaces with some experiencing notable vacancy rates, yet the TRG boasts a vibrant retail complex known as Sunset Business Park, and a significant Federal contractor presence. Despite being predominantly developed, the TRG lacks a vibrant mix of land uses and lacks significant open spaces. Due to the diverse interest groups invested in the TRG, it is anticipated that redevelopment within the planning horizon will occur piecemeal over time.

The real estate market analysis conducted by RCLCO exhibited a strong potential for various development types, including mid-rise apartments, townhomes, retail establishments, and office

spaces. The market analysis also identified key opportunities for growth, particularly in the residential and retail sectors, alongside moderate prospects for hospitality and creative office ventures. In order to understand transportation impacts of any proposed development, a study of current and projected traffic patterns was also conducted by VHB. The study indicated that with mitigation measures in place and a new networked street grid, the existing infrastructure can be built upon to create acceptable traffic conditions, in line with the surrounding context. Given expected

inclusive dialogue and gathering a broad range of community input. Right from the outset the plan was focused on understanding priorities, gathering public input, and building collective support for the plan. This was done through establishing a Project Advisory Committee, direct outreach methods such as open houses, public meetings and trilingual surveys as well as indirectly through pop-ups at the WinterMarkt, a project podcast, and a dedicated TRG website. As the plan was developed, progress was shared through the website and public meetings and opportunities

network of open spaces, pedestrian-friendly streetscapes, and transit-oriented developments. Three distinct concept scenarios were developed and used to solicit feedback, with the intention of synthesizing the most successful elements into a cohesive design framework. Guiding principles such as regional compatibility, appropriate density distribution and a distinctive Herndon character aimed to accommodate diverse land uses over a 20-year planning horizon.

The TRG SAP identified the following Plan Principles to guide the visioning process:

- Regionally Complementary and Differentiated
- The Right Density, In The Right Places
- A Character That Is Uniquely “Herndon”
- A Live-Work-Ride-Play Community
- Connected Redevelopment
- Landscape As A Driver



growth trends in the surrounding area, even without any redevelopment within the TRG, traffic levels are projected to increase and levels of service are anticipated to decline in the future.

A cornerstone of the planning process for the SAP was robust public engagement, fostering

for feedback were provided through in-person interactive meetings, paper and online surveys.

Based on the site analysis, market analysis, infrastructure study, and initial public input, a vision emerged emphasizing the creation of a mixed-use community anchored by an integrated

Executive Summary

Vision

The plan envisions transforming the Transit Related Growth Area, strategically located north and east of the Herndon Transit-Oriented Core (HTOC), into a dynamic, mixed-use hub seamlessly integrated with the HTOC. This vision aims to enhance the area’s vibrancy and appeal, creating a welcoming environment where people can work, live, commute, and enjoy amenities while preserving Herndon’s unique sense of place. Emphasizing social, economic, and environmental sustainability, the TRG will support redevelopment that respects and expands the Herndon Metrorail Station’s role as a vital gateway. This transit-village will cater to businesses and residents alike, offering a harmonious mix of uses, promoting active transportation, and adapting to new post-COVID business practices and lifestyle trends.

The **Design Objectives** guiding the SAP were informed by the public, town entities, and the consultant design team. These are:

- A metro arrival plaza as the core of a vibrant development
- A multimodal street grid as the framework for development
- A network of open spaces with interstitial mobility
- A transitional residential area between lower and higher densities
- An urban street front framing the TRG gateway intersection and edges
- An expanded and revamped “Sunset District”

The Design Objectives led to the development of a viable plan for the TRG that focuses on the following aspects:

Land Use, Density and Building Heights

The plan envisions a diverse mix of development that could potentially amount to approximately 5.5 million square feet, comprising residential, retail, and office spaces. Higher densities and mixed-use development are recommended for concentration

along Herndon Parkway and within a 5-minute walking radius of the Herndon Metro. A transitional area is envisioned between the existing single-family neighborhood to the north of the TRG and the higher-density mixed-use buildings, featuring townhouse and 2-over-2 developments of 3-4 stories. This transitional area is essential to create an urban neighborhood that is well incorporated into the small-town character of Herndon.

Redevelopment Framework Plan

The Redevelopment Framework Plan lays down the foundation for future development as it takes into account the Plan Principles and gives shape to the Design Objectives. The framework allocates 24 right-sized development blocks anchored on a network of open spaces with an integrated multimodal urban street grid. Ample distance between the blocks and between curb and buildings allow for a public realm that accommodates planned circulation needs and amenities including on-street parking, bioretention landscaping, front yards/building amenity zones, tree canopy, and site furnishings.

Mobility

To support the mobility aspirations of the TRG, a fine-grained grid of streets, sidewalks, and bike lanes was developed to facilitate movement, expand user choices, increase safety, and enhance transportation experiences. The proposed network will create a friendly and attractive pedestrian experience, while simultaneously allowing for vehicular traffic to flow. In order to achieve this, an alternate route to Herndon Parkway was proposed to provide traffic relief, especially given the higher densities anticipated by the plan. In addition to this, pedestrian-scale, permeable blocks were designed to promote walkability and enhance neighborhood character. All sidewalks and pedestrian zones were designed to be generous, incorporating landscape elements with stormwater management capacity.

Urban Design and Architectural Character

The architecture and urban design for the TRG incorporates the most successful elements of Herndon’s small-town and character-rich, historic downtown, while allowing for a higher level of density and contemporary expression. Throughout the planning process, members of the public shared their conviction that the unique character of Herndon should be preserved even in the context of significant new development, and even given community members’ equally strong desire for new, contemporary spaces. A carefully crafted set of urban design guidelines, and example illustrations are included in this document to ensure that these important criteria are met.

Open Space

In addition to land use, density, mobility and urban design considerations, the vision for the TRG is also anchored by an ambitious approach to open space. This includes creating new open spaces and fostering pedestrian connections that extend beyond the TRG to the W&OD and Sugarland Run trails. Of the approximately 93 acres of the TRG, 14 acres (15%) would be dedicated to open space, including three main open spaces as follows:

- Arrival Plaza – located near the metro, a 120’-wide main central square lined with retail and including opportunities for community programming
- Linear Park – located within the 100’-wide power lines easement, a unifying green feature that provides viewsheds and allows opportunities for performative green infrastructure, small-scale community programming, passive recreation, and off-street multimodal facilities.
- Triangle Park and Square Park - located outside of a 10-minute walking distance to an existing park, these large community spaces serve a diverse mix of users, including residents, office workers, and the general public visiting the facility or doing nearby shopping or dining

Context-Specific Guidance

While the Urban Design Framework provides design guidance for the TRG overall, the idea of additional direction for specific areas of the TRG, based upon context, is meant to identify where further design emphasis should be applied due to unique land use conditions. Those areas include: the Metro Arrival Area, Transitional Area, Park Frontage, Herndon Parkway and Spring Street Frontage and Sunset District.

Fiscal Impact

At full buildout, the TRG is expected to accommodate a significant resident population and support a sizable workforce across various sectors, contributing to the town’s economic vitality. A market projection, conducted for the TRG study, indicates that the redevelopment of the TRG will generate a substantial increase in the real estate tax base and other local taxes.

In summary, the Herndon TRG SAP offers a strategic yet flexible blueprint for realizing a vibrant, sustainable, and economically thriving urban district in Herndon. By capitalizing on existing assets, fostering community engagement, and adhering to a cohesive design framework, the plan sets the stage for transformative growth and prosperity in the years to come.

Introduction

Plan Purpose

In Fall 2021, the Town of Herndon issued a request for proposals for a Small Area Plan (SAP), to be referred to as the Transit-Related Growth Area (TRG). A consultant team was selected shortly thereafter, and work on the project began in April, 2022.

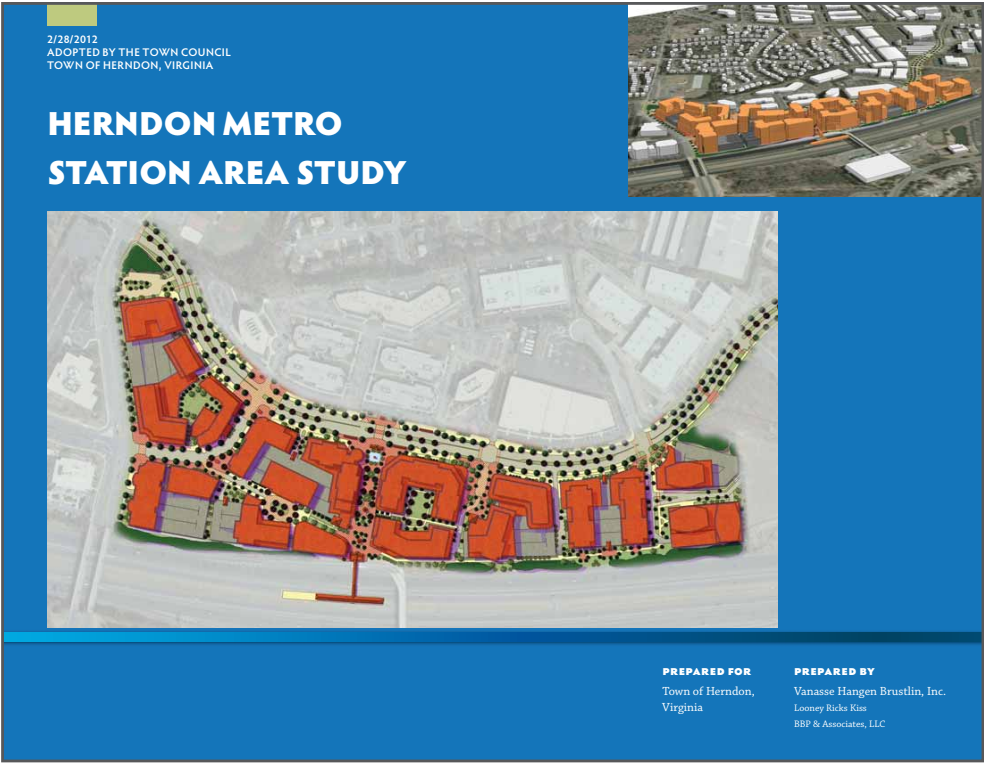
The TRG plan was originally envisioned in the Herndon Metro Station Area Study (HMSAS) of 2012, which was subsequently incorporated by reference into the Town of Herndon Comprehensive Plan 2030. The HMSAS is a small area plan that encompasses a large part of the territory within approximately ¾ mile from the then-anticipated and now-open Herndon Metrorail Station.

At the outset of the study, the boundary of the Herndon Metro Station Area Study originally included the TRG’s study area. During the planning process, it was determined that the HMSAS would focus on the portion of the study area located along the south side of the Herndon Parkway, immediately adjacent to the Herndon Metro Station. That area would become designated as the Herndon Transit-Oriented Core

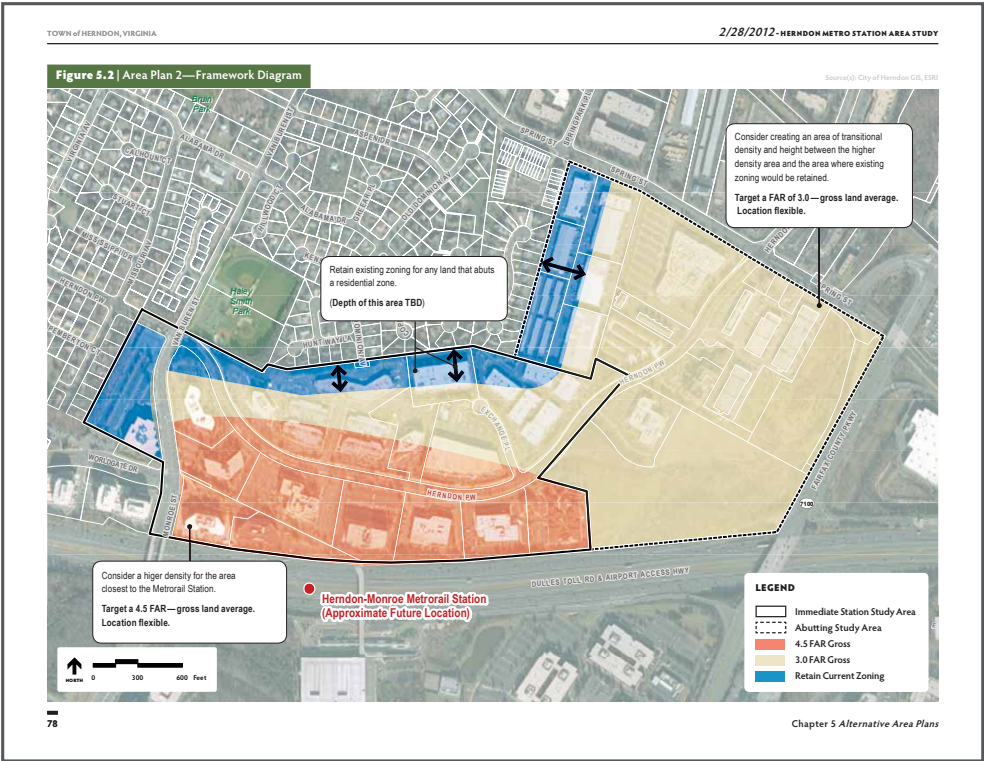
(HTOC). The HMSAS recommended that a subsequent study explore the area within the original study that was not included in the HTOC: the TRG represents the fulfillment of that vision.

The HTOC plan calls for mixed-use redevelopment, a significant increase in density, and a maximum building heights of 275 feet. The allowable density and building heights of the HTOC are considerably higher than the densities and heights within the remainder of the town. The TRG plan represents a transition zone between the density and heights of the HTOC and the single family residential development that borders the TRG to the north and west.

While the TRG plan serves to negotiate the transition between the HTOC and adjacent areas, it also presents an opportunity to create a vibrant, walkable, mixed-use district that provides amenities to residents and economic development benefits to the Town. Ultimately, the TRG SAP is an effort to encourage smart growth in a critical 93-acre area within a 5-15 minute walking radius of the new Herndon Metro.



COVER PAGE OF THE HERNDON METRO STATION AREA STUDY



EXCERPT FROM HMSAS, SHOWING INITIAL STUDY AREA INCLUDING THE TRG

Plan Aspiration

With the opening of the Herndon Metro Station in November 2022, the Town of Herndon is now linked by the Silver Line to Washington, D.C., to the east and Dulles International Airport to the west. A new paradigm has emerged for the TRG, which in 2024 consists of relatively low density office, light industrial, and hotel development. With the advent of Metro, the TRG has the opportunity to transform into a new, multi-modal mixed-use community leveraging its proximity to Metro.

Over the coming decades, the incremental redevelopment of the TRG will usher in a 21st-century transit-related urbanism that will elevate the social and economic value of the TRG and the Town. Through this transformation, the area will provide residents, businesses, visitors and the larger Herndon community with the unique benefit of a 15 minute walkable neighborhood with transit connections throughout the region and the world. The TRG will be further enhanced by its unique position along the Metro Silver Line as the only modern transit-oriented development to lie within a highly diverse and historic small town and its established community.

The fruition of this plan is dependent upon individual property owners sharing in the vision, and accepting the challenges while recognizing the

significant benefits of redeveloping their property. The 93 acres of the TRG forms one of the largest areas of generally under-developed land proximate to the Metro in all of Fairfax County. The TRG’s location, immediately adjacent to the HTOC and the Herndon Metro Station, with direct access to the Fairfax County Parkway and the Dulles Toll Road, and multi-modal access to Herndon’s retail centers and historic downtown, makes it a unique draw for the development community.

The transformation of the TRG will realize millions of square feet of future residential, commercial and retail development. Furthermore, it will create new open spaces and enhance some existing assets. Access to Metro, while the driver of the reinvestment, cannot be the only enhancement behind the creation of the future TRG. Investment by the private sector in the development of an integrated grid of streets and other multi-modal transportation improvements, in concert with the Town’s continued efforts to obtain transportation grant funding, will assist in alleviating traffic in the vicinity, as will the development of opportunities to live, work, recreate, shop and obtain services within a 15-minute walk of one’s home or workplace. An emphasis on healthy development incorporating sustainable practices in architecture, infrastructure and landscape, as well as thoughtfully and purposefully designed open spaces and multi-model linkages created in concert with private development, will fuel the marketability and the lasting appeal of the TRG.

As indicated above, the transformation of the TRG hinges on private investment, augmented by public grant funding and fees, in infrastructure and the public realm improvements and amenities, as well as carefully coordinated but fragmentary redevelopment of private parcels over an unknown period of time. As a tool to guide both public



policies and help inform developers of the future vision for the cohesive transformation of the area, the TRG SAP describes that vision, the mission and the opportunity for the desired transit-related redevelopment of the TRG. The plan elaborates on the Town’s vision for redevelopment and establishes critical bounds and elements essential to its cohesive success as a successful live, work, and recreate transit-oriented neighborhood, a unique experience along the Silver Line and as an enhancement to the Town. In doing so, the TRG SAP addresses the following questions:

- What is the value that direct connectivity to the Silver Line brings to the Town of Herndon?
- How can that value be leveraged through transit-related development transformation within the TRG?
- What is the Town’s vision for that redevelopment future – and what does that vision look like?

- What are the context, constraints, and opportunities afforded by existing area conditions?
- What amounts and kinds of redevelopment are viable within the area?
- What kinds of place making opportunities are possible?
- How can existing roadways, parcels, and site parameters be part of the realization of the vision?
- What are the essential elements to making a vision that will be realized piecemeal cohesively successful as it is realized?

Project Assumptions

The task of urban planning is inherently uncertain, as the future conditions within a project’s time horizon can never be assured with certainty. As part of the TRG SAP process, the team made several assumptions of future conditions based on the best, most current data available to serve as a basis of design. For the purposes of this project, it is assumed that the following projects will be implemented as currently planned.

Herndon Transit-Oriented Core

As a rule, it is assumed that development will proceed in the HTOC as described in the HMSAS document, except where subsequent development plans have been built or approved. In the computer model and drawings included in this document the building masses and street scapes were devised by combining the HMSAS illustrations with the known ongoing or complete developments as appropriate.

Fairbrook

When the HMSAS was adopted the Fairbrook parcels were part of the TRG. Since that time, a generalized development plan, governing the development of Fairbrook, has been approved. Since the Fairbrook parcels stand as the only TRG parcels with a currently approved plan for redevelopment, it has intentionally been excluded from the design considerations outlined in this plan.

The Fairbrook parcels, though no longer within the defined TRG SAP boundary, play a pivotal role in shaping the future of the Herndon Transit zone and are intricately linked to key facilities and transportation networks. Despite this exclusion from the immediate planning scope, the parcel underwent thorough examination during the site conditions analysis, transportation analysis, and modeling processes. It is essential to underscore that, notwithstanding its exclusion, the Fairbrook parcels remain integral to the area’s future development, sharing crucial facilities and transportation connections with the TRG study area. If the Fairbrook parcels do not redevelop as proposed, it will be important for any alternative development proposals to adhere to the coordinated land use components established by the TRG plan.

Fairbrook Drive

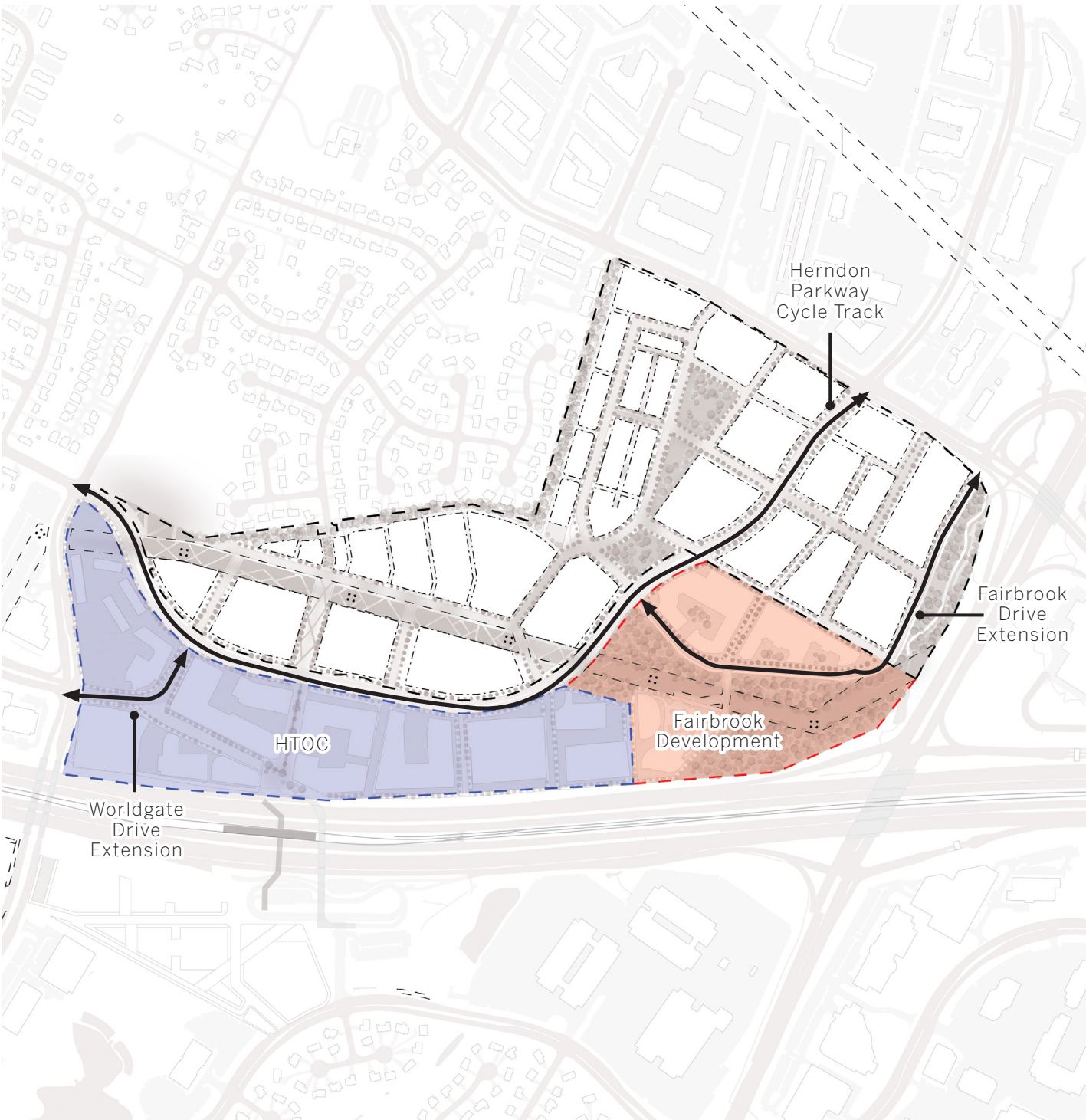
Fairbrook Drive is a proposed road that would branch off Herndon Parkway, pass through the Fairbrook development, and turn north along Sugar Land Run before intersecting with Spring Street. At present, the status of the Fairbrook Drive extension is not clear but, it is a feature in the town’s adopted Comprehensive Plan. Due to the roadway’s inclusion in the Comprehensive Plan, it has been assumed to be completed for purposes of the TRG SAP.

Worldgate Extension

The Worldgate Drive extension is a planned road segment that would directly connect Worldgate Drive with the Herndon Parkway, passing through the HTOC.

Herndon Parkway Cycle Track

A two-way cycle track is planned to run along the southern edge of Herndon Parkway between Spring St. and Van Buren St.



Plan Process and Methodology

Work on the Town of Herndon TRG Small Area Plan was divided into five Phases over the course of nearly two years, from Information Gathering to Finalization. Broadly, the project started by exploring existing site conditions; identifying key constraints and opportunities; developing design options; refining and elaborating the selected design.

The TRG SAP planning process was multidisciplinary by nature, and thus multiple methodologies were used depending on the task.

These methodologies included, among others:

- Public surveys
 - Qualitative and quantitative
- Public communication
 - Public meetings
 - Project website
 - Podcast
- Data analysis
 - Existing conditions
 - Computer modeling of proposed conditions
- Urban design
 - Existing conditions analysis
 - Design iterations
 - Design refinement

PROJECT TIMELINE

PHASE 1: Information Gathering	• Participated in introductory meetings and site visit • Collected internal and external stakeholder input from the Advisory Committee, technical sources, and town staff to collect additional information and align expectations for public engagement • Prepared stakeholder and public engagement plan • Researched critical site and context issues • Developed and launched project website • Conducted three stakeholder engagement workshops to include TRG property owners, adjacent residential neighbors, and the general public • Met with the Architectural Review Board to discuss sense of place and potential architectural solutions • Prepared Inception Report, including the summary of engagement activities
PHASE 2: Exploration and Analysis	• Prepared existing conditions reports for local economy and market conditions, transportation, and infrastructure and utilities • Prepared the Urban Design Site Analysis Report • Prepared and delivered the constraints and opportunities memo
PHASE 3: Visioning	• Prepared a fiscal impact analysis • Developed three draft urban design frameworks with narratives for town staff review • Performed iterative evaluation of the urban design frameworks, both qualitatively and quantitatively • Presented urban design framework options to the Advisory Committee, Planning Commission, and Town Council • Selected a preferred concept option in coordination with project stakeholders
PHASE 4: Development of the Preferred Plan	• Prepared and reviewed the small area plan outline with town staff • Prepared the draft small area plan including sketches, drawings, 2D and 3D concept imagery, vignettes, and study models • Prepared appendices and revise financial analysis • Presented the draft small area plan to the Advisory Committee, Planning Commission and Town Council at public meetings
PHASE 5: Finalization	• Integrated feedback from town staff, the Advisory Committee, Planning Commission and Town Council and other stakeholders • Finalized and delivered the TRG Small Area Plan

An aerial photograph of a suburban neighborhood, overlaid with a semi-transparent blue filter. The image shows a dense residential area with numerous houses, streets, and green spaces. In the foreground, there are several large, 3D architectural models of buildings, suggesting a focus on urban planning or development. The text "Site Exploration and Analysis" is prominently displayed in the center of the image.

Site Exploration and Analysis

Site Exploration and Analysis

Existing Conditions – Views from Within the TRG



The TRG is built out with auto-oriented and aging office uses and light industrial parks mixed with some retail and self-storage uses and a single hotel. Buildings are predominantly low-rise and parking is handled with surface lots. Landscaping is mature but sparse with most trees along Herndon Parkway and within the buffer along the boundaries with the residential neighborhoods to the north and west.

The bookend intersections at either end of the TRG not only serve as major points of access but also as important gateways in to the area

while the Herndon Parkway serves as the spine of the TRG providing continuous frontage and connection.

The images on the right show views from various character-defining viewsheds within the TRG.



1 PATH TO RESIDENTIAL NEIGHBORHOOD



2 HERNDON PARKWAY FRONTAGE



3 SUNSET BUSINESS PARK



4 TRG GATEWAY AT SPRING ST & HERNDON PKWY



5 BISECTING DOMINION ENERGY TRANSMISSION LINES



6 METRO STATION PEDESTRIAN CROSSING BETWEEN TRG AND HTOC

Site Exploration and Analysis

Existing Conditions – Vistas from within the TRG



The TRG currently offers certain view corridors and scenic vistas that can be leveraged with this SAP. The slightly elevated topography of the TRG and the limitations on development under the transmission lines has afforded straight and largely unobstructed visibility of the Sugarland Run headwaters and Resource Protection Area in addition to the Reston skyline. Another important off-site view includes the interim promenade leading down to the Herndon Metrorail Station and eventually the redeveloped mixed-use buildings of the HTOC.



8 VIEW TOWARDS THE METRO



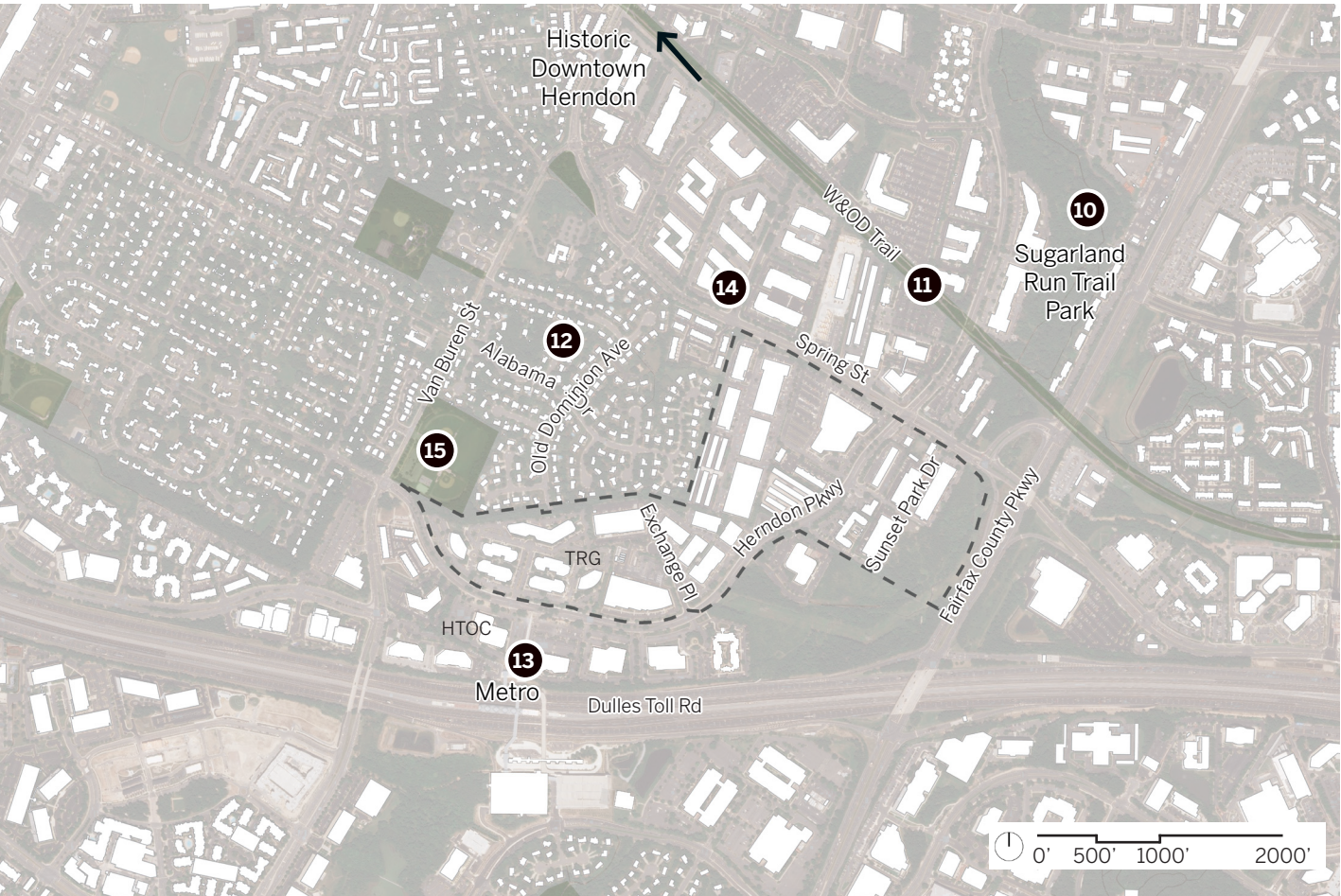
7 SUGARLAND RUN STREAM



9 VIEW OF THE NEW RESTON GATEWAY SKYLINE FROM THE TRG

Site Exploration and Analysis

Existing Conditions – Views Around the Site



The TRG area lies at the southeast corner of the Town of Herndon, framed by Fairfax County Parkway to the east, Spring Street to the north, Herndon Parkway to the south, and a predominantly single-family residential neighborhood to the northwest. The area abuts the Herndon Transit-Oriented Core and is mostly within a 5 to 10-minute walk to the Herndon Metrorail Station. It has regional visibility from the Dulles Toll Road and surrounds the town’s last remaining undeveloped land largely comprised of protected natural areas of the Sugarland Run.

The TRG is strategically located in an area that provides connections to the HTOC, downtown Herndon, and the Reston Town Center. The latter two are within a 7-minute bike ride from the TRG via the nearby W&OD Regional trail.



10 SUGARLAND RUN STREAM VALLEY PARK



11 W & OD TRAIL



12 THE DOWNS OF HERNDON



13 HERNDON METRO STATION



14 SPRING STREET OFFICE PARKS



15 HALEY SMITH PARK

Site Exploration and Analysis

Existing Conditions – Property Ownership Patterns

PROPERTY OWNERSHIP

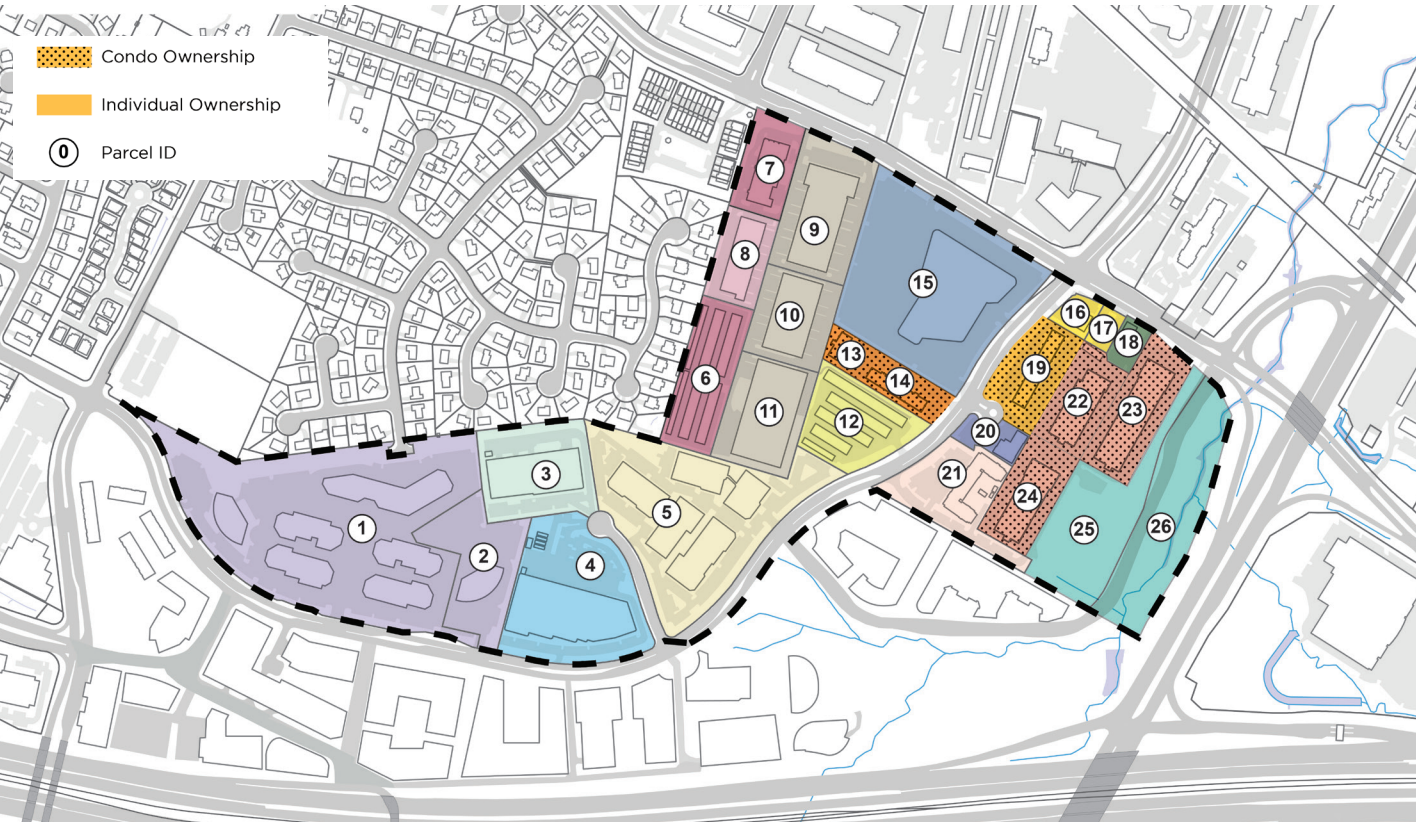
The map below illustrates property ownership, where each property owner is denoted by a unique color. Note how some colors span across multiple parcels, revealing the opportunity of single ownership (e.g., parcels 1-2 and 9-10-11), whether contiguous or not (parcels 6 and 7). Condo ownership (parcels 13, 14, 19, 22, 23, 24) may bring either a challenge or an opportunity, depending on how condo owners work together.

The TRG has 26 parcels and 94 owners. A majority of the land (88%) is owned by individual property owners and the remaining land area (22%) is owned by condo ownership. Condo ownership properties include the Springwood

Professional Center, Parkway Crossing and Sunset Business Park.

One prevalent opportunity throughout the TRG is building age: most of the buildings date back to the 1980's and 1990's, which puts them at the end of their useful lifespan or likely in need of major renovation in the near future.

Approximately half of the buildings in the TRG are single-story, one fifth are 2-story and there only three 3-story buildings and a single 4-story building. This yields a low median FAR of 0.46, which may fit existing zoning in a pre-transit era, but is not appropriate for a transit-oriented development.



Parcel map with color-coded ownerships matching the “Existing Conditions (2023)” table on this page

EXISTING CONDITIONS (2023)

Parcel ID	Address	Year Built	Number of Owners	Year Built / Added	Building Age (Years)	Property Land Area (SF)	Property GFA (SF)	FAR	Height (Stories)
1	570 HERNDON PKWY (Monroe Business Center)	1986	1	1986	37				1, 1, 3
2	560 HERNDON PKWY	1988		1988	35	822,649	253,263	0.31	3
3	253 EXCHANGE PL (Beanstalk)	1985	1	1985	38	158,158	73,094	0.46	1
4	544 HERNDON PKWY (Freddie Mac / Data Center)	1985	1	1985	38	272,598	136,603	0.50	2
5	250 EXCHANGE PL (Rooney, Exchange Pl)	1985	1	1985	38	410,222	108,402	0.26	1
6	303 VICTORY DR (Security Public Storage)	1985	1	1985	38				1
7	385 SPRING ST	2004		2004	19	207,645	102,663	0.49	1
8	331 VICTORY DR	1982	1	1982	41	77,390	36,921	0.48	1
9	309 SPRING ST	1975	1	1980	43				1
10	308 VICTORY DR	1975		1975	48				1
11	302 VICTORY DR	1975		1977	46	422,766	204,635	0.48	1
12	466 HERNDON PKWY (Public Storage)	1985	1	1985	38	131,586	45,520	0.35	1
13	464 HERNDON PKWY, STE 116 (Springwood Professional Center)	1988	5	1988	35				2
14	462 HERNDON PKWY, STE 108B	1988	14	1988	35	76,200	31,400		2
15	231 SPRING ST (Boeing)	1985	1	1985	38	432,166	208,265	0.48	2
16	151 SPRING ST (Office Center)	1987	1	1987	36				3
17	149 SPRING ST (vacant)	n/a		n/a	n/a	38,016	10,760	0.28	1
18	141 SPRING ST (Dunkin Donuts)	1969	1	1969	54	22,223	4,469	0.20	1
19	459 HERNDON PKWY, STE 10 (Parkway Crossing)	2005	18	2005	18	97,200	36,000	0.37	2
20	465 HERNDON PKWY (465 Herndon Parkway)	1985	1	1995	28	33,621	16,678	0.50	2
21	467 HERNDON PKWY (Hyatt House)	1999	1	1999	24	127,894	87,100	0.68	4
22	305 SUNSET PARK DR, STE 305 (Sunset Business Park)	1984	12	1984	39				1
23	139 SPRING ST STE 1	1984	14	1984	39				1
24	265 SUNSET PARK DR, STE 265	1984	17	1984	39	309,100	125,300	0.41	1
25	232 SUNSET PARK DR (vacant, green area)	n/a	1	n/a	n/a				n/a
26	n/a (vacant, green area)	n/a		n/a	n/a	415,580		-	n/a
TRG Totals:			94			4,055,014	1,481,073	0.37	

Property Data Summary	SF	Acres	GFA (SF)	FAR
TRG Parcels	4,055,014	93.1	1,481,073	0.37
Herndon Parkway within TRG Boundary:	197,200	4.5		

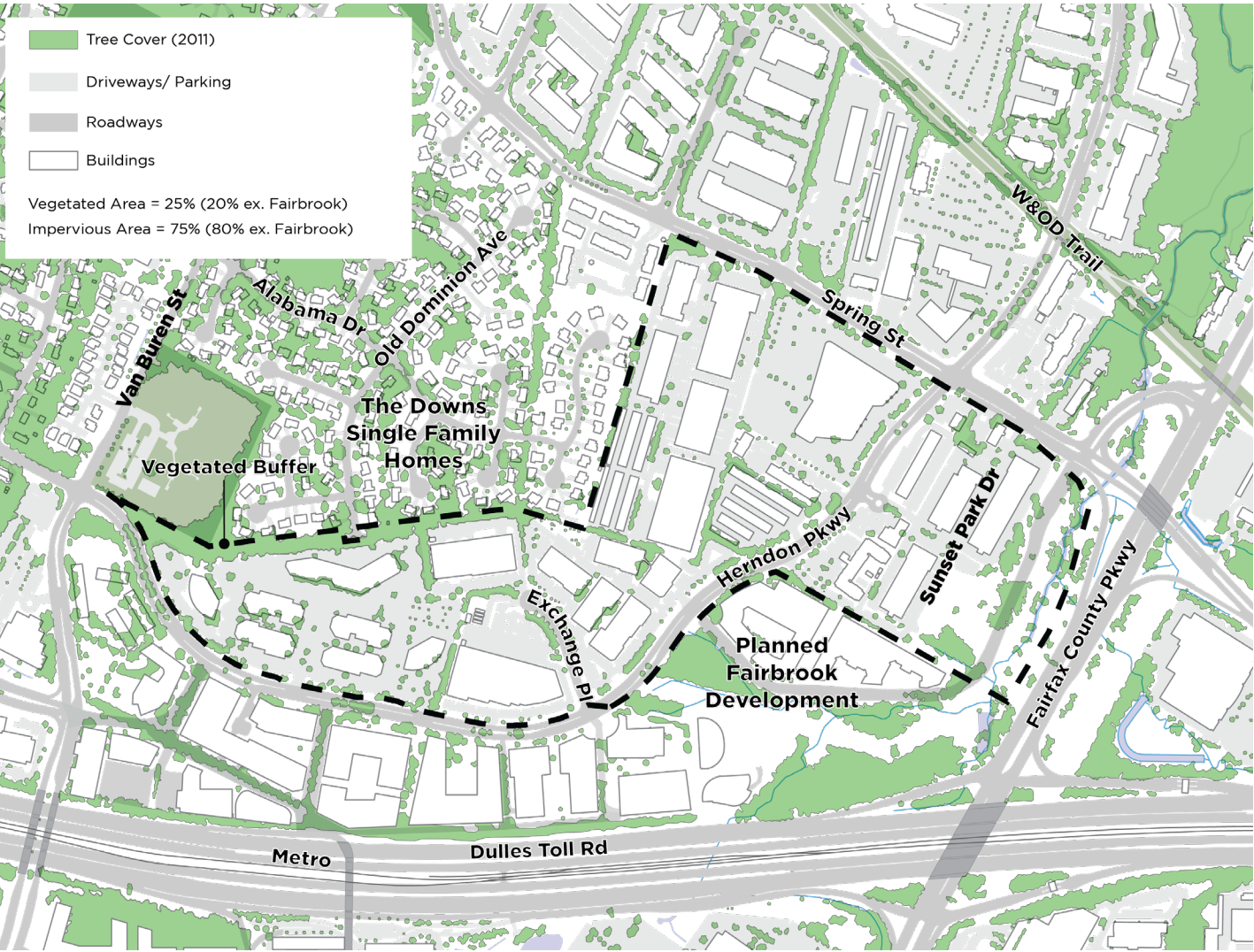
Site Exploration and Analysis

Existing Conditions

TREE CANOPY

A significant portion of the TRG is developed with impervious surfaces, including buildings, parking lots and drive aisles. What little tree canopy exists within these developments is very limited and relegated to parking lot tree islands and setbacks along the Herndon Parkway. There are, however, two significant exceptions to this: a forested buffer separating the Downs of Herndon

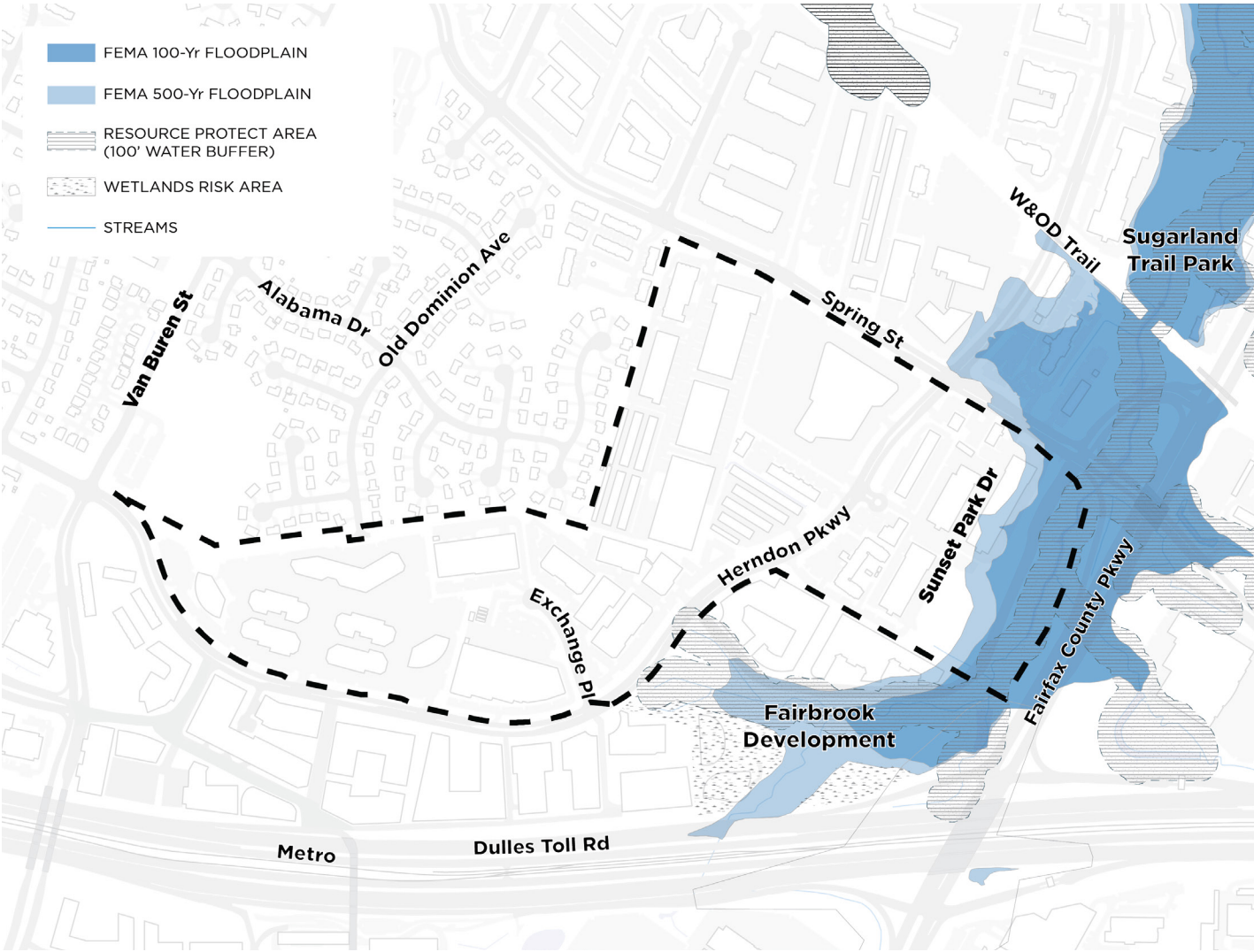
neighborhood from the TRG, and the green space around Sugarland Run.



Tree Canopy Map

NATURAL RESOURCES AND FLOOD RISK

Due to the fact that most of the TRG is already developed, there are few natural resources on site; these are located within the flood plain along Sugarland Run, at the eastern edge of study area near Fairfax County Parkway. These areas are unlikely to be redeveloped due to their relatively inaccessible location and steep topography.



Natural Resources and Flood Risk Map

Site Exploration and Analysis

Existing Conditions – Dominion Easement

OVERHEAD POWER LINE EASEMENT

The Dominion Easement bisects the western portion of the TRG site, which is within a 5-minute walk from the Metro and across the Herndon Parkway from the planned HTOC development.

Buildings presently flank the easement on both sides, making its 100-foot clear zone readily apparent in maps and aerial photos, such as the bird’s eye view below. Most of the clear zone is being used for driveways, parking lots, and low landscaping.

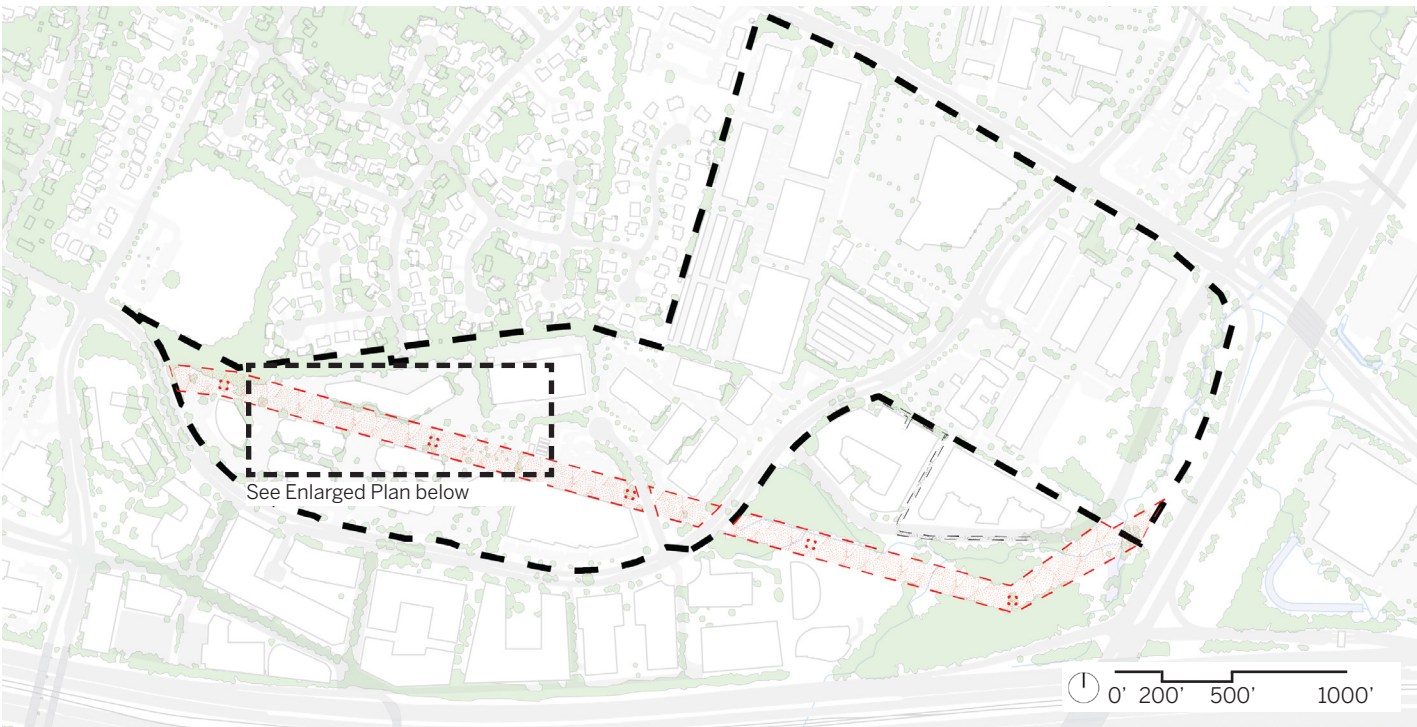


Bird’s eye view of the Dominion Easement with the Sugarland Run stream in the foreground

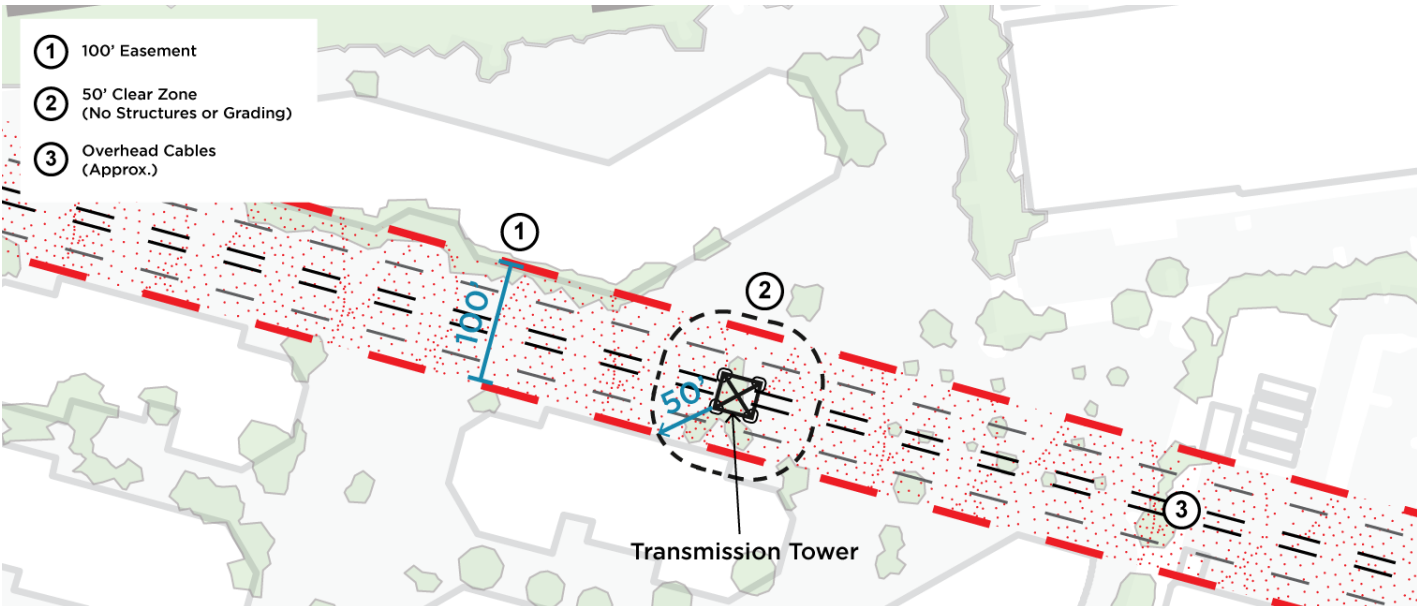
Although the easement poses a major constraint on the TRG, it could also be viewed as an opportunity: is it a divider or a connector; a parking lot or a park?

General Restrictions on the Easement
The general restrictions improvements on the easement are listed below. Final requirements will be determined by an official agreement between property owners and Dominion.

- No buildings or structures, including dumpsters and playhouses, are allowed within the easement
- Road finished grade min 25’ clearance under maximum sag of power line
- No grading within 50’ of transmission tower
- Minimum 36” cover for any storm, water, or sewer within the easement. Wet utilities to be designed for heavy vehicle loading.
- No blasting within easement
- Signs shall be no more than 10’ in height, and minimum 50’ from any structure
- Light poles shall be maximum 14’ in height above grade and no closer than 50’ from any structure
- Contractor to restore any disturbed area within the easement
- Any encroachments into the easement shall be coordinated with Dominion and subject to an “Encroachment Agreement”

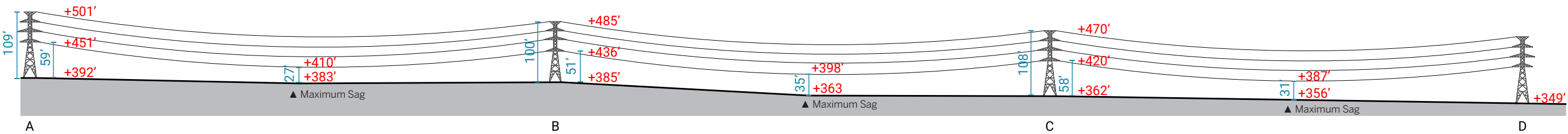


Dominion power easement location within the TRG, shown in red

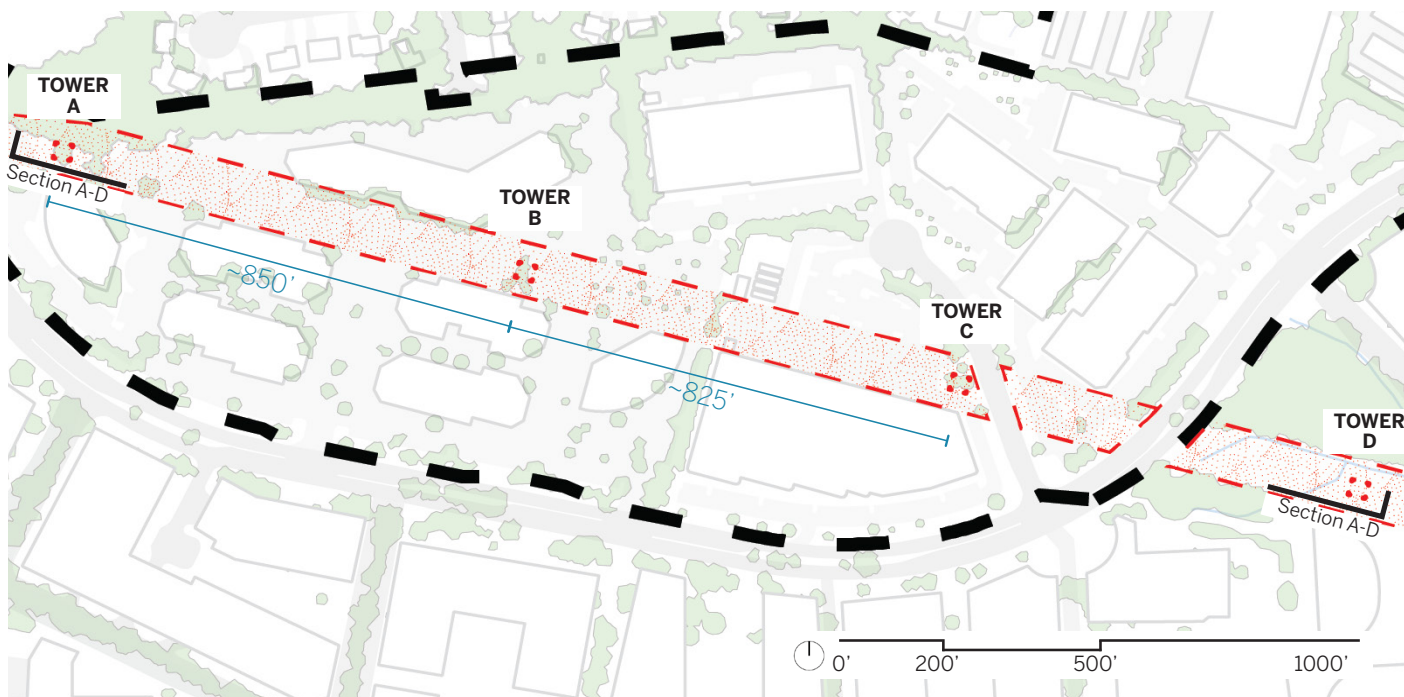


Enlarged plan of the Dominion power easement showing clearance requirements

Existing Conditions – Dominion Easement



Section A-D, taken from drawing below



Map of Dominion power easement towers on the TRG

Three transmission towers are located within the easement between Exchange Place and the far western edge of the TRG. These towers are approximately 825 to 850 feet apart, roughly the distance of two large city blocks.

The towers are at least twice as tall as the buildings around them, as seen in the photo on opposite page. A 109' height is nearly as tall as a 10-story residential building, or an 8-story office building.

The buildings are presently oriented parallel to the easement, which would maximize views to the cables from the third story upward. This is not an issue, however, as the buildings are less than three stories tall. In the future, building orientation should be considered to minimize views to towers and cables. A 10-story building could potentially have cable-free views on the top five stories, depending on the location, as the cables drops as much as 32' from tower to maximum sag.

Attention must also be paid to maximum sags, as some are as low as 27' above grade, just two feet higher than a street light pole.



View of transmission Tower A (per map on the left)

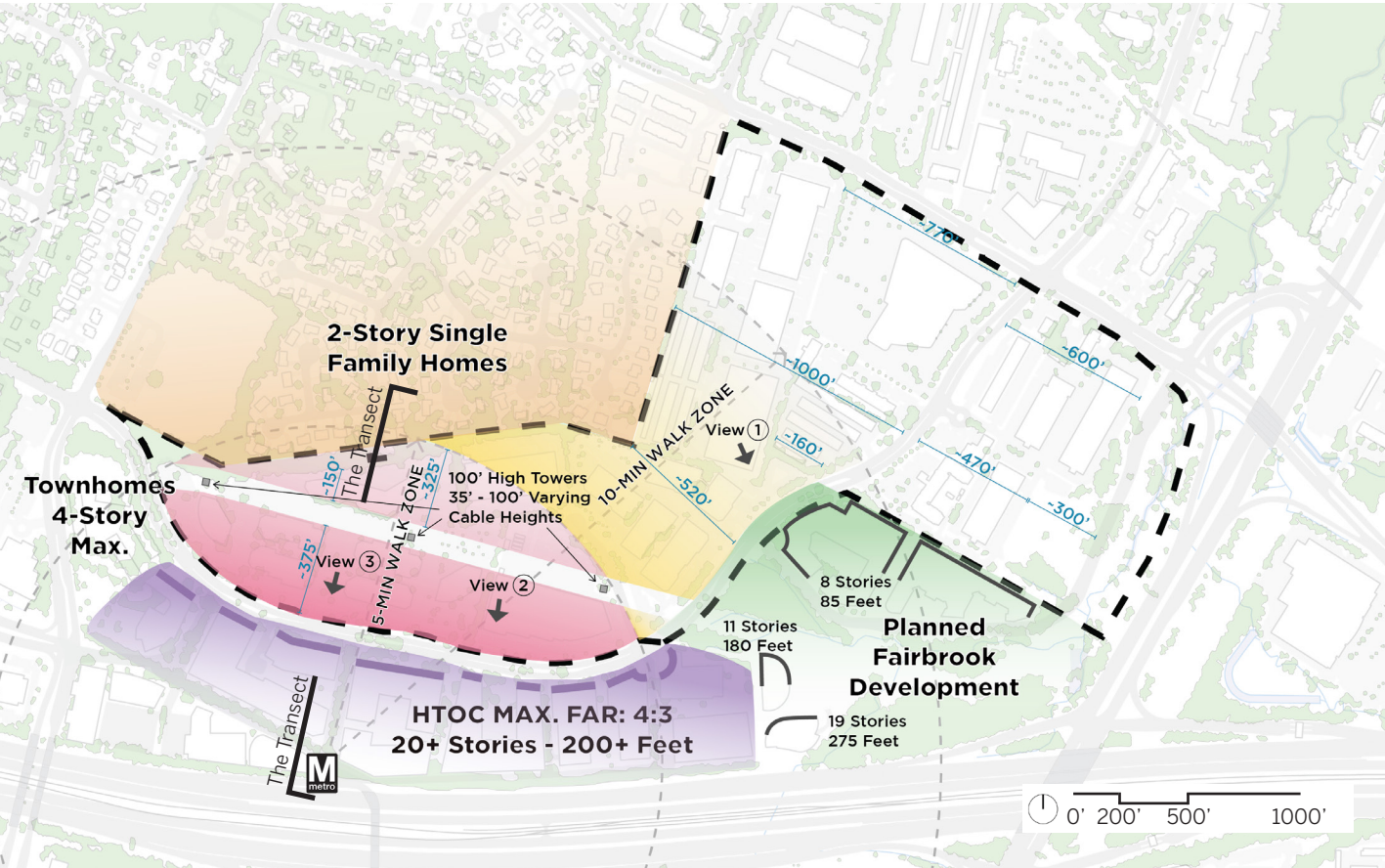
Although the Dominion Easement is perceivably flat as it crosses the TRG, the site in fact drops 43' from Tower A to Tower D, over the course of approximately 2,440'. Much of this grade change occurs at property divisions, such as between the Monroe Business Park and Freddie Mac parcels, as seen in photo to the right.



View of grade change at the property division between the Monroe Business Park and Freddie Mac parcels labeled numbers 2 and 4 in the page 14 parcel map

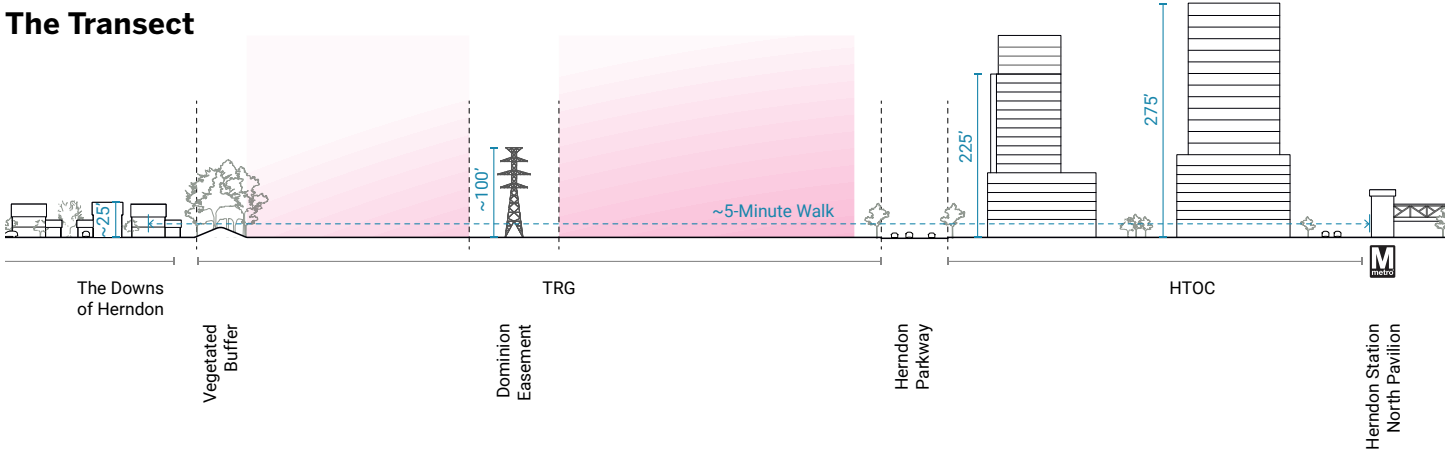
Site Exploration and Analysis

Existing Conditions – Heights



The transect study illustrates the heights of structures adjacent to and across a significant portion of the TRG. The HTOC has an established maximum height of 225 feet, while the existing low-density Downs residential development has heights of approximately 25 feet (maximum of 35 feet to mid-gable permitted by zoning). The existing one and three-story buildings in the TRG respond well to the heights of the abutting Downs development, but will not relate well to the future HTOC development. In order to do this, the TRG must provide a gradual and visually sympathetic transition. Heights, as well as massing, of future development in the TRG, will need to acknowledge and address these disparate edge conditions across a relatively short distance.

The existing Dominion towers and 100'-max cable heights may present a physical and visual challenge for future surrounding buildings, but their location provides an opportunity to establish a natural divide and a visual rationale for the disparity of height and scale that needs to occur within the TRG. Taller building heights and greater massing of buildings south of the easement provide a more appropriate response to the future development in the HTOC. On the north side of the easement, lower 3 and 4-story buildings exhibiting a residential scale can provide an appropriate transition to the existing Downs neighborhood. The open space of the easement, as well as the towers and wires, provide a strong separation and line of demarcation between building types within the TRG and contribute to a more logical transition across a relatively short distance.



Ongoing Developments Across the Herndon Parkway



ONE OF THE FAIRBROOK DEVELOPMENT OPTIONS



PARKVIEW



555 HERNDON PARKWAY

Site Exploration and Analysis

Summary of Fiscal Impact Analysis Conducted by RCLCO

Note: The text below is a summary of the Fiscal Impact Analysis prepared by RCLCO, included in Appendix C.

Regional Overview

The Northern Virginia market is strong and continues to experience significant growth. Given the presence of the federal government, the regional economy of Washington, D.C., is generally more resistant to economic downturns than the regional economies of other major metropolitan areas. However, most recent job growth is occurring in the private sector, in industries like Professional and Business Services and Education and Health Services. More recently, technology has emerged as a major driver in the local market, in part due to the presence of the Central Intelligence Agency, the Defense Department, and other federal agencies that award contracts for cybersecurity and cloud computing. Fifty-five of the world’s 500 fastest-growing cybersecurity companies are based in the region. An economic recovery is well underway in the Washington D.C. area. The region added 59,000 jobs during 2021, and Moody’s Analytics expects it to surpass pre-pandemic levels of employment during 2023.

It is important to note that redevelopment in the TRG is likely to occur over the long term, and not just the near term. Even in the case of immediate opportunities in the TRG, the markets for several favored asset classes (e.g., rental apartments, self-storage) are expected to remain relatively stable, and supportive of new development.

Submarket Context

Historically, many of the new technology and cybersecurity jobs in the region have concentrated along the Dulles Toll Road, resulting in rapid residential and commercial growth. Today, Fairfax County and adjacent Loudoun County are among the five wealthiest counties in the nation, highlighting their appeal to residents and employers. Along with the introduction of rapid transit via the Silver Line, growth along the Dulles Toll Road has spurred a significant amount of real estate development in this part of the region, which has transitioned from largely suburban in character to increasingly dynamic and mixed-use.

Rental Housing

Competition is increasing, but the TRG is very well-located for rental apartments, and this use is likely to act synergistically with others. While not widely present today, rental townhomes could be a similarly attractive use, which could mitigate some of the risk associated with apartments alone.

For Sale Housing

There is growing demand for a range of housing options, and the TRG is likely to be an attractive location for households that value proximity to employment, transit, and other walkable neighborhood amenities.

Office

Demand for office is moderating, as the Washington market continues to mature, and as users gravitate to newer and more efficient spaces. There is also a robust pipeline, and the TRG faces significant competition for corporate users, including from sites in more established employment cores (e.g., Tysons and Reston) or with other physical features (e.g., immediate transit access) that often make them more compelling to such users. However, the TRG presents compelling opportunities for smaller and/or creative users.

Hotel

The Dulles Corridor is a large, but slow-growing hotel market. Although the COVID-19 pandemic hit the submarket hard, the TRG is likely to present attractive opportunities for additional hotel development when redevelopment begins to take place, and as the amenity base continues to grow.

Retail

The Dulles Corridor is home to a large and competitive retail market, and careful planning is necessary to ensure that development takes place in a way that is complementary of – rather than competitive with – Reston Town Center, Downtown Herndon, and other existing and future retail destinations.

Self Storage

The Dulles Corridor is an attractive location for self-storage, which is likely to see continued demand. However, the use should be limited to select sites that will not interfere with the creation of a streetscape, so as not to adversely impact opportunities for other uses.

Market Constraints and Opportunities

The TRG presents market opportunities for a range of product types. The summary matrix on the following page outlines cumulative demand for new space in the TRG, as well as the general level of market opportunity for each product type. In general, the TRG presents strong opportunities for mid-rise rental apartments, rental townhomes, for-sale townhomes, for-sale two-over-twos, and most types of retail, as well as moderately strong opportunities for limited-service hotel and creative office. For more information, please see next page.

Site Exploration and Analysis

Summary of Market Opportunities

SUMMARY OF OPPORTUNITIES IN THE TRG

The table at right, the Summary of Opportunities in The TRG, outlines the estimated market demand by sector and building type within the TRG at multiple time scales.

		CUMULATIVE DEMAND IN TRG			LEVEL OF OPPORTUNITY IN TRG				MARKET OPPORTUNITY
DESCRIPTION		BY 2025	BY 2035	BY 2045	LOCATION APPEAL	CONCEPT FIT	LIKELY LAND ECONOMICS	SUPPLY / DEMAND BALANCE	
RENTAL HOUSING		610 Units	2,500 Units	4,540 Units					
Mid-Rise Apartments	Five to seven story community, with structured parking in a podium or wrap configuration	570 Units	2,280 Units	4,100 Units	STRONG	STRONG	STRONG	MODERATE	STRONG
High-Rise Apartments	10 or more story community, with underground and/or structured parking				MODERATE	STRONG	WEAK	MODERATE	MODERATE
Rental Townhomes	Three-story rental townhomes, with one- or two-car attached garages	40 Units	220 Units	440 Units	STRONG	STRONG	MODERATE	STRONG	STRONG
FOR-SALE HOUSING		260 Units	1,010 Units	1,640 Units					
Townhomes	Three-story for-sale townhomes, with two-car attached garages	70 Units	290 Units	480 Units	STRONG	STRONG	STRONG	STRONG	STRONG
Two-Over-Twos	Two-story condos in four-story townhome structures, with one attached garage parking space	100 Units	370 Units	590 Units	STRONG	STRONG	STRONG	MODERATE	STRONG
Flats	Four- or five-story community, with attached parking on the ground level	90 Units	350 Units	570 Units	MODERATE	STRONG	MODERATE	STRONG	MODERATE / STRONG
HOSPITALITY		310 Keys	320 Keys	340 Keys					
Limited-Service Hotel	Four- to five-story hotel; likely upper midscale or upscale flag	310 Keys	320 Keys	340 Keys	STRONG	STRONG	MODERATE	MODERATE	MODERATE / STRONG
Full-Service Hotel	Five to 10 story hotel, with hotel restaurant, conferencing facilities, etc.; upper upscale or luxury flag				WEAK	STRONG	WEAK	MODERATE	MODERATE / WEAK
OFFICE		120,000 SF	811,000 SF	1,326,000 SF					
Corporate Office	Office space suitable for a wide variety of financial, technology, or government users.	91,000 SF	613,000 SF	1,002,000 SF	MODERATE	STRONG	MODERATE	WEAK	MODERATE
Creative Office	Space designed for smaller service-offering firms in industries such as architecture, design, etc.	29,000 SF	198,000 SF	324,000 SF	STRONG	STRONG	MODERATE	MODERATE	MODERATE / STRONG
RETAIL		208,000 SF	267,000 SF	293,000 SF					
Grocery & Drug	Boutique grocer, or a traditional one if a tenant can be attracted; potential for pharmacy as well	29,000 SF	51,000 SF	60,000 SF	STRONG	STRONG	MODERATE	MODERATE	MODERATE / STRONG
Restaurant	Mix of fast casual and sit-down restaurant concepts	83,000 SF	97,000 SF	105,000 SF	STRONG	STRONG	STRONG	STRONG	STRONG
Entertainment & Fitness	Mix of fitness concepts, as well as small-scale entertainment (e.g., breweries)	43,000 SF	51,000 SF	56,000 SF	MODERATE	STRONG	STRONG	STRONG	STRONG
Services	Basic household services, such as nail salons, barbershops, banks, etc.	31,000 SF	43,000 SF	47,000 SF	STRONG	STRONG	STRONG	STRONG	STRONG
Hard & Soft Goods	Primarily local boutique tenants, with a focus on locally crafted goods	22,000 SF	25,000 SF	25,000 SF	MODERATE	STRONG	STRONG	WEAK	MODERATE
OTHER		N/A	29,000 SF	52,000 SF					
Self-Storage	Facility offering a variety of storage unit sizes in a climate controlled environment	N/A	29,000 SF	52,000 SF	STRONG	WEAK	MODERATE	MODERATE	MODERATE

Site Exploration and Analysis

Summary of Transportation Analysis Conducted by VHB

Note: The text below is a summary of the Herndon TRG Traffic Impact Assessment by VHB, included in Appendix B.

Baseline Traffic Data

Eleven intersections in and around the TRG were studied to form the basis for existing and future modeling. These intersections were studied at both morning and evening traffic peaks. Rather than using the most current 2022 traffic count data, data from an earlier 2017 TRG traffic study were used. This was done to avoid data aberrations caused by the COVID-19 pandemic. Signal timing and phasing from 2022, however, were assumed in order to more accurately model future conditions. For the “no-build” scenario, the full redevelopment of the HTOC is assumed as well as a 1% annual background growth rate.

Existing Traffic Conditions

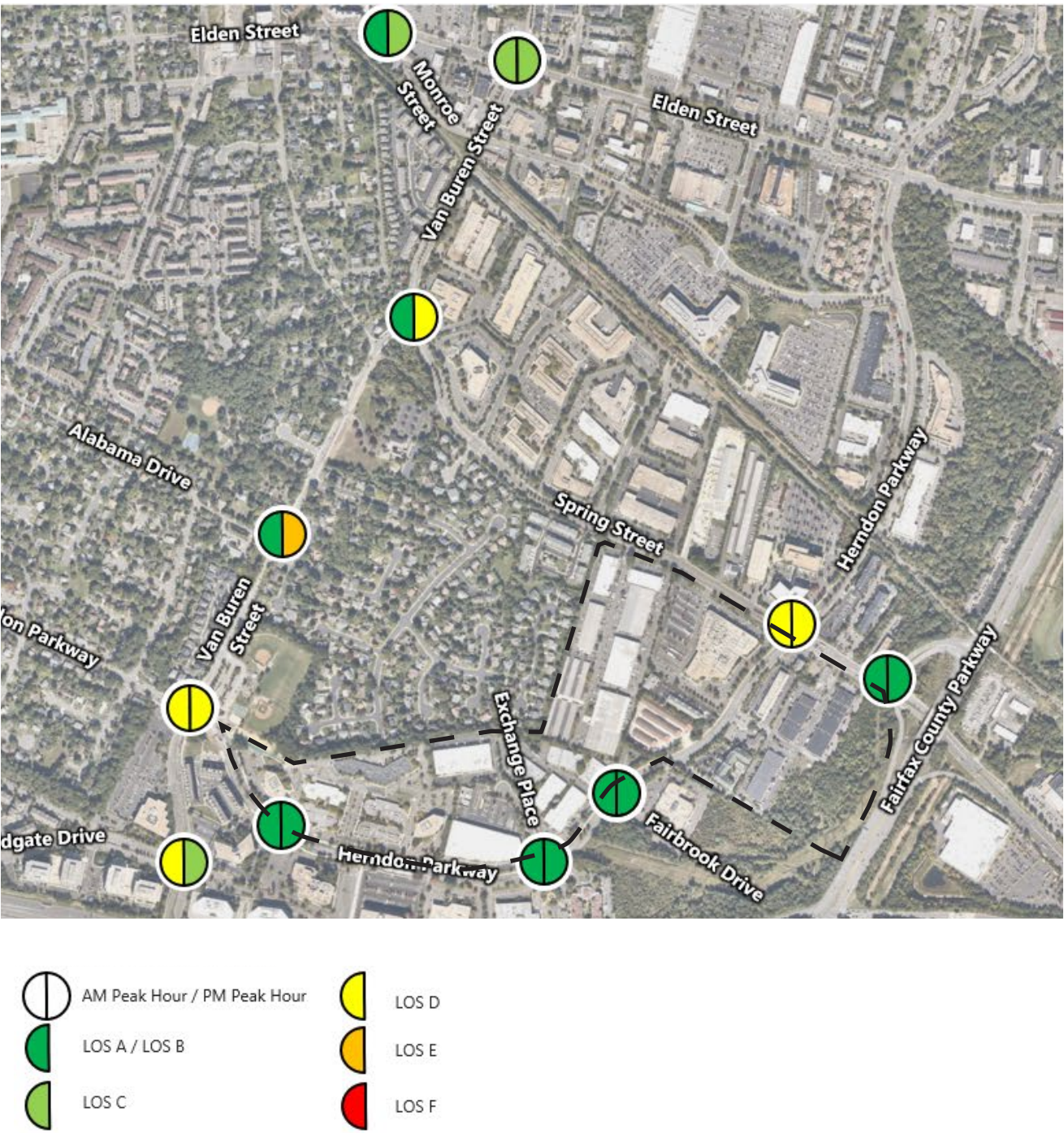
A microsimulation traffic model was utilized to estimate the operation conditions of the existing motor vehicle transportation system. Existing conditions were found to operate acceptably. Traffic performance was measured using Level of Service metrics. As defined by the U.S. Department of Transportation, “Level of Service (LOS) is the term used to refer to a collection of measures of automobile congestion and travel time delay, and it is among the longest-standing and most widely adopted metrics for reporting transportation system performance in the country. LOS is intended to represent a traveler’s perception of the quality of service provided by an individual intersection or roadway segment, as measured by the standard of free-flowing automobile traffic.” LOS is also intended to easily communicate the results of detailed technical analyses to non-technical audiences. Traditionally, transportation engineers and planners use LOS in planning, design, and land use applications, as well as operational and

environmental analyses. In Herndon and the greater Northern Virginia area, LOS D, in a range extending from LOS A (free flow) to LOS F (forced traffic flow), is common and generally considered acceptable during peak hours. Fairfax County’s adopted LOS standard for some roadway classifications in the Tyson Corner Urban Center Plan is LOS E.

At the studied intersections, the traffic model estimates that all signalized intersections operate at LOS D or better with one exception. The Van Buren Street/Alabama Drive all-way stop-controlled intersection operates at LOS E during the PM peak, however a traffic signal has been installed here since the model was run and has improved vehicular traffic operations. Level of Service E is used as an exception when densely-urbanized areas are planned to balance or even prioritize walkability, cycling, transit, and other modes of transportation when compared to motorized vehicles. Currently, a town ordinance holds LOS D as the standard for all intersections however there is an opportunity for this plan to allow acceptance of LOS E if impacts are effectively mitigated through Travel Demand Management programs and specific and exceptional multi-modal infrastructure enhancements.

As seen in the traffic model results, the transportation system is able to accommodate the current traffic demand and facilitate vehicular movement throughout the Town. Additionally, at the time of this study, improvements to the Van Buren/Alabama Drive and Van Buren/Herndon Parkway intersections are nearing completion and the Spring Street/Herndon Parkway intersection improvements have begun. These projects will help improve conditions at the three intersections that were shown by the model to have the highest level of congestion within the study area.

INTERSECTION LEVEL OF SERVICE (LOS) - EXISTING CONDITIONS



Summary of Utilities Analysis

Note: The text below is a summary of the assessment conducted by Urban, Ltd of the existing public water, public sanitary sewer, and public storm sewer infrastructure within and associated with the TRG, included in Appendix D.

Water Distribution

The current water distribution system within the TRG consists of a water mains along Herndon Parkway tying into other mains along Spring St. and Van Buren St., which branches off of Herndon Pkwy to serve each individual parcel within the TRG.

The water mains along Herndon Pkwy, Spring St, and Van Buren St. shall remain as such, as long as future demands lie within existing service capacity. If future demands prove to be above capacity, then these water mains may need to be upsized.

Water distribution networks within each parcel will likely need to be removed entirely and re-laid, depending on future layouts. For example, if a current industrial site with a large parking lot is redeveloped into a multifamily building with a garage, then a new waterline network will need to be designed to avoid conflicts with structures and other constraints. Current per parcel density in the TRG is quite low. Redevelopment to higher densities, such as multifamily, will cause a significant increase in demands.

Ultimate development will also depend on the capacity of the existing system, which will need to be coordinated with the Town of Herndon. There may be a need for system capacity increases to handle future development. These will be determined as individual parcels develop over time.

Sanitary Sewer System

The existing sewer system consists of a collection mains that cross Herndon Pkwy. and Spring St. These sewers drain off-site residential areas as well as parcels within the TRG. Due to currently proposed redevelopment in the HTOC and on the Fairbrook site, the sanitary sewer trunk line in the Herndon Parkway needs to be upgraded.

As current uses within the TRG have low densities overall, redevelopment to higher density uses, such as multifamily, would cause a significant increase in sewage flows. On-site local collector sewers on each parcel will need to be realigned to work with the future development layout.

Storm Sewer

The existing storm sewer system consists of each parcel within the TRG collecting stormwater and discharging directly into the floodplain or larger storm sewers within the TRG and ultimately discharging into the floodplain around Sugarland Run. There may be a few small runs of storm sewer that also drain offsite parcels, but on a much smaller scale compared to how current water and sewer systems are serving offsite parcels.

Since the parcels within the TRG are mainly nonresidential, they are already mostly impervious. This means that future development will not have to worry as much about impacts on downstream capacity. Redevelopment from industrial or commercial sites to multifamily or mixed-use development does not usually result in an increase in impervious area and thus stormwater runoff. Any redevelopment should strive to provide an increase in pervious areas or small LID measures to avoid an increase in runoff.

As with the water distribution and sanitary sewer systems, onsite storm sewer systems will likely have to be removed and redesigned to align with the future development. Some of the larger collection storm drains can potentially remain as is.

Due to proximity to the major floodplain around Sugarland Run, there will likely not be a need to detain stormwater. Adequate outfall may be achievable without any new stormwater management facilities.

Stormwater quality improvements however will be required as a best management practice, even if the overall impervious area does not increase. This shall be coordinated with the Town of Herndon. Any stormwater quality measures shall be included within each parcel, (green infrastructure incorporated into buildings, storm filters, tree box filters, hydrodynamic separators, urban bioretention basins, etc.). Water quality credit purchase, which is discouraged by the Town, is also an option, and must be coordinated with the Town.

Site Exploration and Analysis

Constraints and Opportunities

Based on the extensive analysis conducted in the Site Exploration and Analysis Phase, the following critical Constraints and Opportunities were identified.

	Constraints	Opportunities
Urban Design	- Incremental development of public and private facilities due to multiple property owners - Complexity of consensus building due to some parcels under condominium ownership - The low density, low height residential neighborhood to one side of the TRG, and the high-rise, high density development planned on the other characterize the clearly defined, and contrasting boundaries of the site The TRG development should strive to reconcile both conditions - Location between low density, two to three story established residential neighborhoods, and the high-rise, higher density of the HTOC	- Many buildings are dated and due for refurbishment or redevelopment - There is the opportunity to enhance Sunset Business Park: while the myriad of businesses, shops and restaurants in this area are an asset to the TRG and a local destination, the complex currently lacks a holistic sense of place - The SAP focuses on both sides of the Herndon Parkway from the edge of the Fairbrook site to Spring Street, bringing the opportunity of designing the street character at that segment of the Parkway
Market Conditions	- There is a robust pipeline, and the TRG faces significant competition for corporate users, including from employment cores along the Silver Line that have already commenced building and leasing. Some parcels within the TRG will need to compete with sites that have immediate transit access including those in Reston and Tysons - Demand for full service hotels is likely to be moderate / weak	- Overall, there is strong market opportunity for the following uses: rental residential, for-sale residential, creative / smaller office, and retail - While there is heavy competition, new corporate offices incorporating newer, more sustainable, and efficient building design remains attractive to users - Additionally, the TRG presents compelling opportunities for smaller and/or creative users
Utilities and Storm Water	Likely all onsite utilities (excluding those on the main trunk) will need to be replaced to accommodate future development. Offsite upgrades may be needed depending on the changes in densities	The main “trunk” utility lines are well located and can likely remain in place, although the sanitary trunk line is slated to be up-sized. (Future study and evaluation of proposed scenarios will need to be conducted to verify whether or not additional service upgrades will be required.)
Transportation Conditions	- The two “bookend” intersections in the TRG (Herndon Pkwy. / Spring St. and Herndon Pkwy. / Van Buren St.) likely pose the biggest constraints in addition to excessive queuing conditions along Van Buren Street - While the existing road network is predicted to have surplus capacity under the “no build” scenario, modeling of TRG design proposals will be required to confirm acceptable performance - The Dominion power easement bisects the 5-minute Metro walk zone, which constrains urban block design as well as building placement and orientation	- With an improved road grid within the TRG and appropriate mitigation strategies, additional density can be accommodated while staying within an acceptable LOS - Additional roads and improved route options could improve traffic conditions for all users - Approximately half of the TRG (excluding the Fairbrook parcels) is a 5 to 10-min walk from Metro and has only four owners, as compared to 90 owners throughout the rest of the site

An aerial photograph of a suburban neighborhood, featuring a mix of residential houses, a baseball field, and a multi-lane road. The entire image is covered with a semi-transparent blue filter. The text "Public Engagement" is centered in a large, white, sans-serif font.

Public Engagement

Public Engagement

Opportunities for Input

Comprehensive and consistent public engagement was a core tenet of the plan development process. Direct outreach to stakeholders provided valuable information that assisted in understanding community aspirations and framing a shared vision.

The public engagement approach was designed to ensure meaningful, inclusive, and open dialogue. The process aimed to:

- Inform and engage the community in a transparent and meaningful process
- Develop a common understanding of the TRG's challenges and opportunities
- Clarify, confirm, and incorporate community priorities and local knowledge
- Generate ideas for the future of a TRG that reflect the values and priorities of the Town of Herndon

An intentional diversity of outreach initiatives were utilized. Modes of engagement included numerous public meetings and workshops, which are listed on the following page. Of those meetings, some were directed at specific stakeholder groups such as the TRG property owners and residents of adjacent neighborhoods. A TRG Advisory Committee comprised of TRG property owner representatives, staff, Town of Herndon officials, and residents of adjacent neighborhoods was created to help steer the plan. That group held seven public meetings at plan development milestones. There were also public meetings with the Town Council, the Planning Commission, and the Architectural Review Board. One-on-one sessions with Town Council members and, by request, with local residents and businesses were also held. An additional Town Staff technical committee was also formed to assist with plan development. This group met regularly and

provided expertise on zoning, legal, engineering, transportation, finance, public safety, parks and recreation, and economic development.

For many of these engagements, extensive notifications and mailings were provided. Town staff conducted door-to-door in-person outreach to the nearby neighborhoods and spoke directly to over 100 residents during that effort. A dedicated website was created for the project, in addition to the project webpage on the Town's website, that provided up-to-date information on the project. Online surveys were conducted through the website and became a very important tool for eliciting public input. Over 500 surveys were completed. Town staff also maintained booths at the Herndon Winter Markt to elicit public feedback on the project and spent a day at Herndon High School teaching a session on local government planning and the TRG SAP. Lastly, a podcast was recorded with the staff and consultants that covered the project and social media was heavily relied upon to enhance awareness throughout the process.

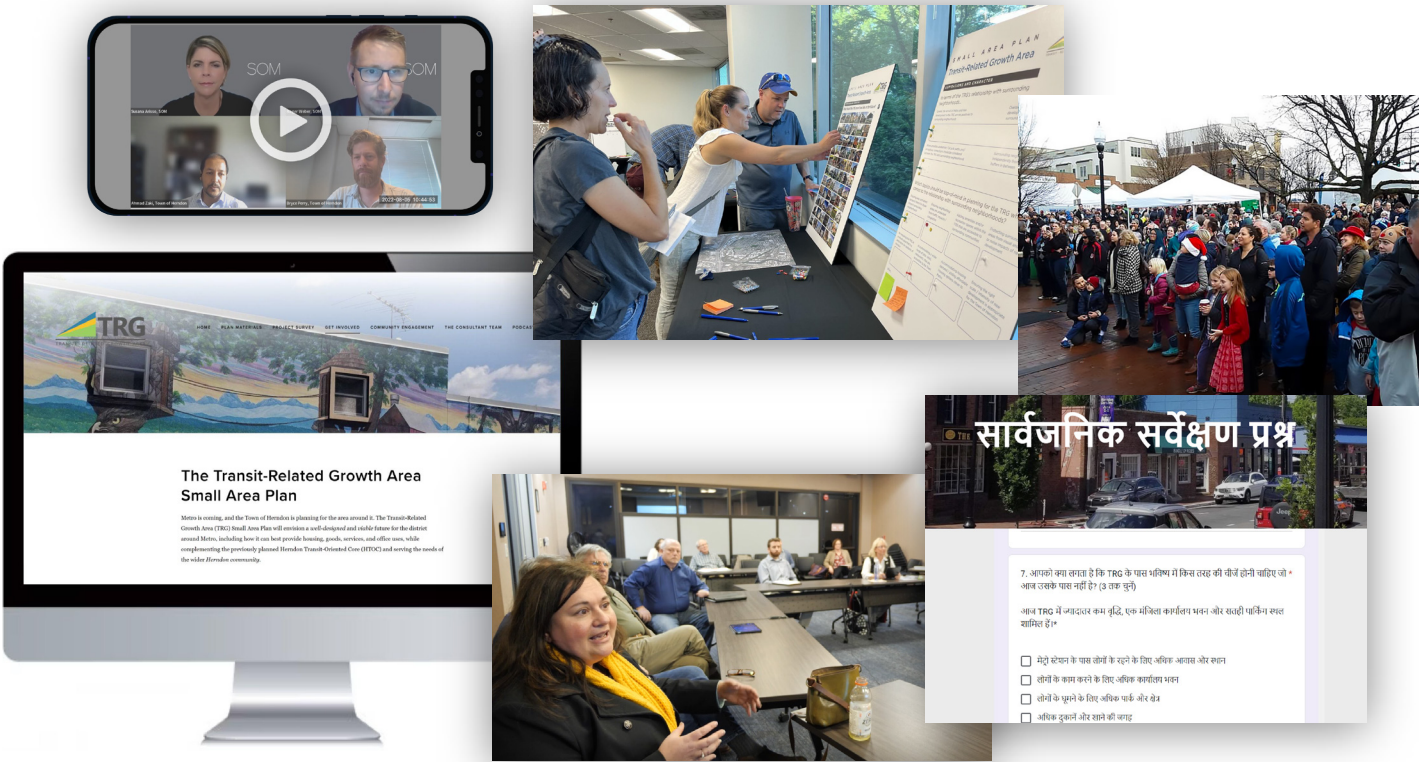
As the consultant team gathered information, worked to determine opportunities and constraints, and established the foundation for the Plan Vision and Urban Design Framework, the team focused on discovering answers for the following questions:

- What mix of uses can establish the TRG as a place to live, work, shop, and recreate in conjunction with the HTOC and Fair brook?
- What is an appropriate mix of uses for the TRG that makes sense now and, in the future, based upon market expectations and the town's vision for the area?
- How should density be addressed across the TRG?

- What is the best way to create an appropriate transition to the abutting single-family detached and attached neighborhoods?
- What is the best way to handle the transition between the HTOC and the TRG?
- How can roadway capacity constraints be addressed?
- How can the TRG have a unique sense of place while ensuring its identification with the Town of Herndon?
- What are the appropriate layout and size of pedestrian and cycling facilities for traversing the TRG and connecting to other areas of the town?

- What is the appropriate placement and size of passive and active recreational open space for the TRG?
- How can social, economic, and environmentally sustainable practices be infused into the future development and lifestyle of the TRG?
- How can the plan ensure economically feasible building footprints and ample space to provide for an enhanced outdoor and pedestrian-oriented lifestyle?

MODES OF ENGAGEMENT



Project Website | Podcast | Public Meetings | Multiple Trilingual Surveys | Meetings with Public Officials | Flier Distribution | Tabling

Public Engagement

Opportunities for Input

Public engagement opportunities were held throughout the TRG process. These events included various stakeholder groups, and subject matter discussions.

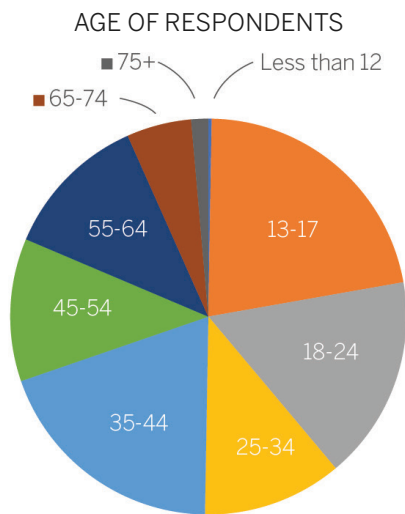
PUBLIC MEETINGS		
May 25, 2022	Advisory Committee Meeting	Introductory meeting between project team and Advisory Committee
June 10, 2022	Town Council Meeting	
June 21, 2022	TRG Property Owners Meeting	Opportunity for Project Team to hear from the TRG Property Ownership Community
June 22, 2022	TRG Neighbors Meeting	Opportunity for Project Team to hear from the nearby neighbors to the TRG
June 23, 2022	Public Meeting	Opportunity for Project Team to hear from the general public
July 19, 2022	Property Owners Workshop	Open discussion with Project Team and property owners
August 3, 2022	Property Owners Meeting	Open discussion with Project Team and property owners
October 3, 2022	Architectural Review Board Meeting	Discussion of appropriate aesthetic architectural and urban design features for the Town of Herndon
December 8, 2022	Advisory Committee Workshop	Discussion of Site Analysis and Constraints and Opportunities Memos
January 4, 2023	Advisory Committee Meeting	Presentation update from Project Team to Advisory Committee

February 16, 2023	Town Council and Planning Commission Presentation	Update on Site Analysis and Constraints and Opportunities and preliminary Visioning Workshop
March 14, 2023	Herndon High School Sessions	Background presentation of TRG SAP and solicitation of young-adult feedback
March 29, 2023	Advisory Committee Meeting	Discussion of Concept Scenarios
May 24, 2023	Public Meeting	Presentation and discussion of Concept Scenarios.
June 8, 2023	Advisory Committee Meeting	Presentation and discussion of Concept Scenarios.
June 20, 2023	Town Council and Planning Commission Presentation	Discussion of Concept Scenarios; introduction to Preferred Scenario
December 11, 2023	Joint Advisory Committee / Planning Commission Meeting	Presentation and discussion of Draft Plan
January 8, 2024	Planning Commission Work Session	Presentation and discussion of Draft Plan and Advisory Committee's recommendations
January 22, 2024	Planning Commission Public Hearing	Presentation and discussion of Draft Plan and Advisory Committee's recommendations
February 12, 2024	Planning Commission Work Session	Presentation and discussion of Final Draft Plan
February 22, 2024	Planning Commission Special Work Session	Presentation and discussion of Final Draft Plan
February 26, 2024	Planning Commission Public Hearing	Presentation and discussion of Final Draft Plan
March 11, 2024	Planning Commission Work Session	Presentation and discussion of the Errata and Refinement sheet
March 25, 2024	Planning Commission Public Hearing	The PC approved and recommended the plan with amendments to the TC
April 16, 2024	Town Council Work Session	Presentation and review of the plan
April 23, 2024	Town Council Public Hearing	Town council adopted the plan

Public Engagement

Online Survey Input

A comprehensive survey was conducted in Herndon as part of the TRG Small Area Plan visioning process and it yielded valuable insights from approximately 550+ respondents. 77.1% of the respondents were residents of Herndon. The survey was thoughtfully designed to be trilingual, offering respondents the option to provide feedback in English, Spanish, or Hindi. Age-wise, the survey achieved a balanced distribution of respondents. This inclusive approach aimed to capture the diverse perspectives and aspirations of the community.



In response to the survey questions, the community expressed a strong preference for certain locales that exemplify particular characteristics. The Mosaic District in Fairfax emerged as a highly ranked example, with its pedestrian-oriented design, engaging open spaces and plazas that invite community gatherings and interaction. Additionally, Downtown Herndon was also among the community's top choices, for its active, pedestrian-friendly atmosphere and preservation of historic design elements that contribute significantly to the community's cherished identity. The

survey results underscore the community's desire for a TRG that reflects the successful attributes of these well-regarded yet in some regards very different built environments. These preferences were instrumental in shaping the next phases of the TRG SAP process as were the community's responses to other survey questions.

The survey comprised a series of questions intended to gauge the community's sentiments and desires regarding the future of the TRG (Transit-Related Growth) area, particularly in light of the new Metro stop in Herndon. Here are some key findings from the survey:

Excitement about the New Metro Stop

The surveys show that a majority of respondents expressed enthusiasm about the newly opened Metro stop in Herndon and indicated that they would use it.

Desire for Change around the Metro Station

Respondents were asked about their views on the potential for change in the land within the TRG. 70% believed that this area should change and favored more shops and restaurants, demonstrating a strong desire for commercial development.

Future TRG Amenities

When asked about what they would like to see in the TRG area in the future that it currently lacks, the following priorities emerged:

- 36% desired more housing near the Metro station, suggesting a need for increased residential options.
- 70% expressed a desire for more shops and restaurants, indicating a clear demand for additional retail and dining opportunities.
- 62.7% wanted more parks and open spaces, emphasizing the importance of green spaces for community well-being.

- 48% wished for improved infrastructure for walking and biking, highlighting the importance of pedestrian-friendly design.
- 20% expressed interest in art and gateway features, emphasizing the value of aesthetics and cultural elements.
- 15% respondents also indicated a need for more office space and hotel space, suggesting potential for commercial expansion.

Preferred Building Development Types, Open Spaces and Streets

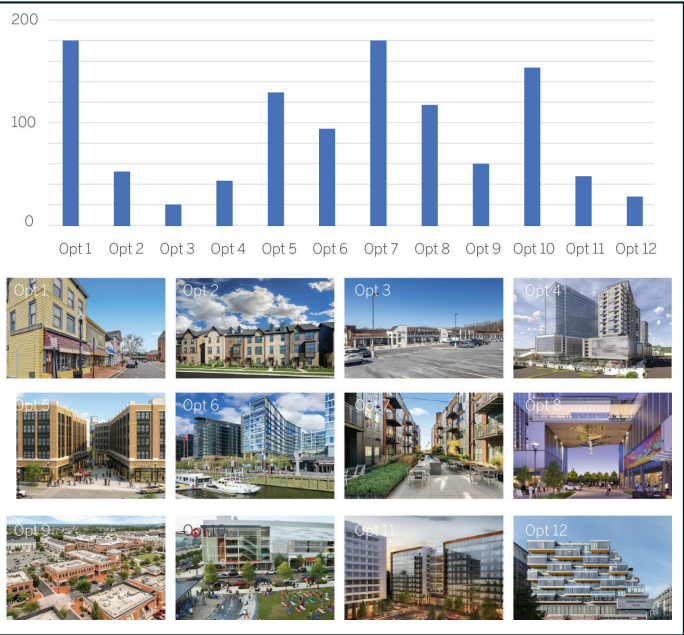
Respondents were shown precedent examples of building sizes, types, styles and open spaces, parks, and streets. Their insights helped design the urban design framework of the TRG. The Urban Design Framework chapter analyzes and illustrates many of the hopes and concerns regarding urban design and architecture the Project Team heard during the engagement process.

Regional Inspirations

The survey also prompted respondents to identify their favorite parts of the region that could serve as good examples for the redesign of the TRG area. This information informed the visioning process about the types of improvements that resonate with the community.

The TRG Small Area Plan future vision Survey in Herndon revealed a community eager for positive change, driven by the opening of the Metro station. The survey results provide valuable guidance for design efforts, with an emphasis on enhancing housing, commercial options, green spaces, pedestrian infrastructure, and cultural elements in the TRG area. These insights will be crucial in shaping a vibrant and sustainable future for Herndon's transit-related growth.

VISUAL SURVEY RESPONDENTS' PREFERRED BUILDING AND OPEN SPACE TYPOLOGIES



Public Engagement

Summary of Findings

The Public Engagement process ultimately led the design of the TRG. Insights gained through this exercise were brought directly into the project design. Below are highlights from the public engagement process; they represent ideas that were re-iterated throughout the engagement process by multiple individuals and through multiple media.

Unique Herndon Character

- Herndon is a unique town, and is different from the rest of its Northern Virginia context
- Residents are deeply proud of this character and feel strongly that any new development incorporates that original character

Mixed Use Future

- Multiple, mixed use hubs
- Sunset Business Park received near-unanimous support from the public
- Mixed use development provides the opportunity to include affordable housing as part of the mix
- Both destination and neighborhood-serving retail would prove valuable in the TRG

Multi-modal Transportation Environment

- Herndon Parkway could become a multi-modal Parkway which establishes an appropriate relationship with surrounding residential neighborhoods
- Existing investments in trails, cycle tracks, and the vehicular network should be augmented
- Opportunity to integrate connections to Metro and to the W&OD trail for future redevelopment
- Porous development that encourages walking and next-gen personalized mobility
- All development should be sensitive to traffic implications

Landscape as a Driver of Design

- Landscape should be a driver of the future vision
- Redevelopment that is green and environmentally performative
- Network of naturally connected open spaces for future residents and workers
- Sugar Land Run could be a placemaking asset and affirming a commitment to sustainability as an expectation for all property owners and future developers

Flexibility in Land Use

- Property owners stressed the importance of flexibility of land uses, in order to maintain market feasibility

WORD CLOUD OF REPRESENTATIVE FEEDBACK RECEIVED BY PROJECT TEAM



An aerial photograph of a suburban neighborhood, overlaid with a semi-transparent blue filter. The image shows a dense residential area with numerous houses. A network of streets is visible, including a major multi-lane road running horizontally across the lower half of the image. In the upper left, there is a green field, possibly a park or sports field. The text 'Plan Vision' is centered in the middle of the image in a white, sans-serif font.

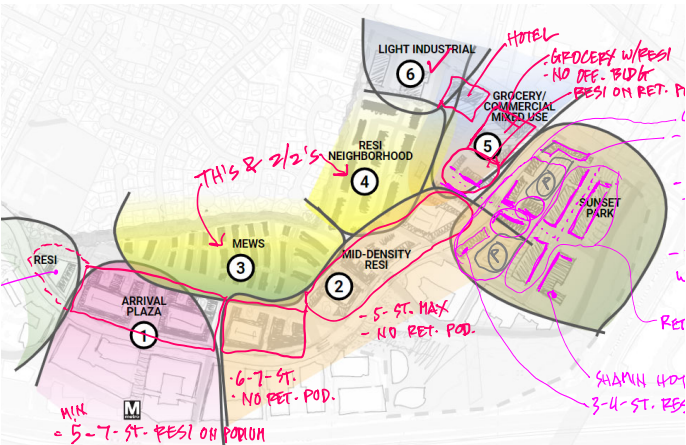
Plan Vision

Summary of Concept Scenarios

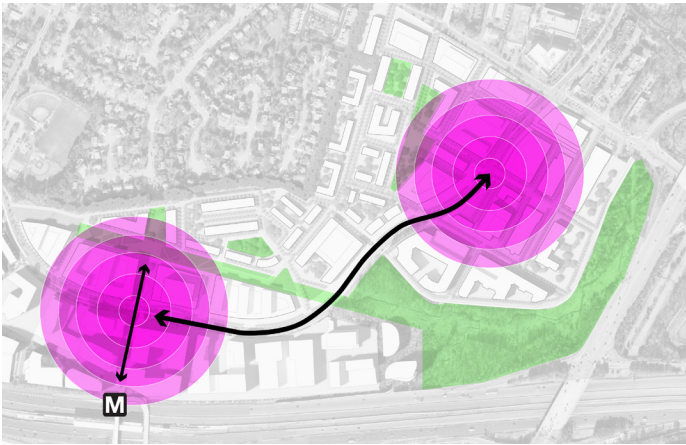
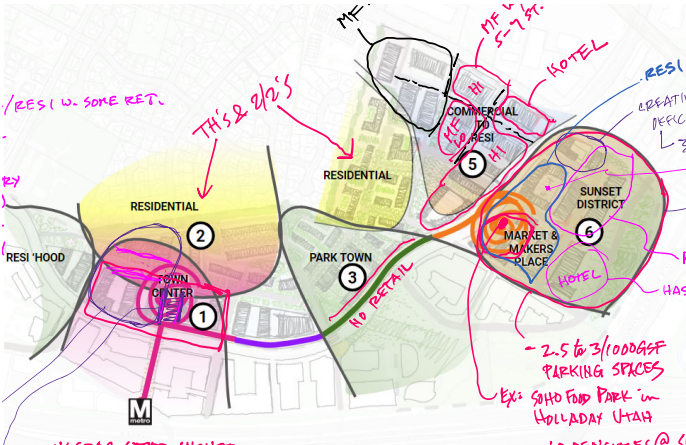
The consultant team generated three concept scenarios to be shared with the Town and the public for input. The object of the exercise was not to select one “winner” scheme that would represent the ultimate design for the plan, but rather to present three visions that contrast from one another in important ways, and thereby spark a conversation about what elements are successful or problematic in each approach. Ultimately, the final design would be a kind of collage of the three concept scenarios, borrowing the most successful elements from each.

For each of the three proposals, sketches were prepared, computer models were updated and real estate data were calculated. This analysis-heavy approach allowed the project team and general public to readily compare between the three options.

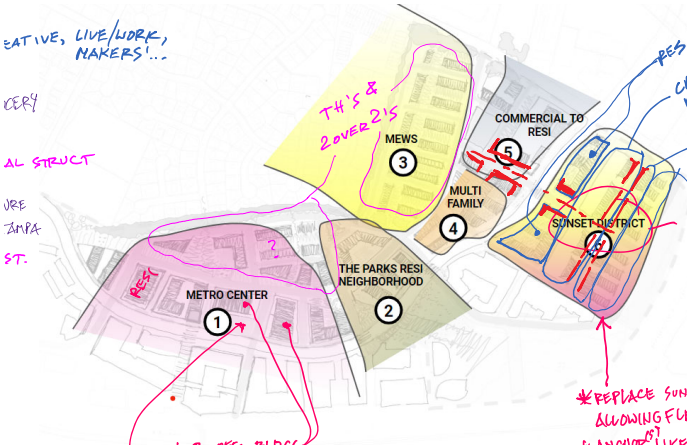
Scenario 1



Scenario 2



Scenario 3

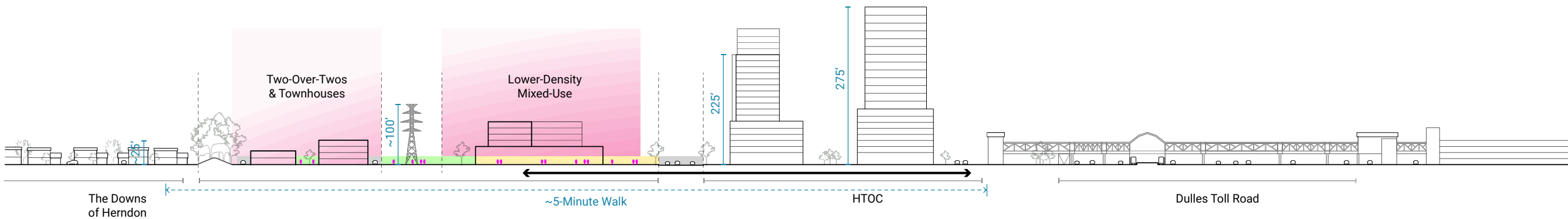


Concept Scenarios — Scenario 1: Neighborhood Clusters

Scenario 1: Neighborhood Clusters

This scheme would generally disperse urban intensity across the site, creating multiple neighborhood clusters rather than a single TRG urban core.

- Multiple clusters of retail, residential, and commercial activity, both near and away from Metro
- An internal network of linear parks creates pedestrian connections between the clusters
- Main civic plaza creates a gateway to Metro
- Metro neighborhood is heavily residential, 5 to 7-story towers on retail podium
- Retail is mostly neighborhood serving, and clustered on Metro and Sunset Districts
- Grocery store on Spring St
- No commercial office close to Metro

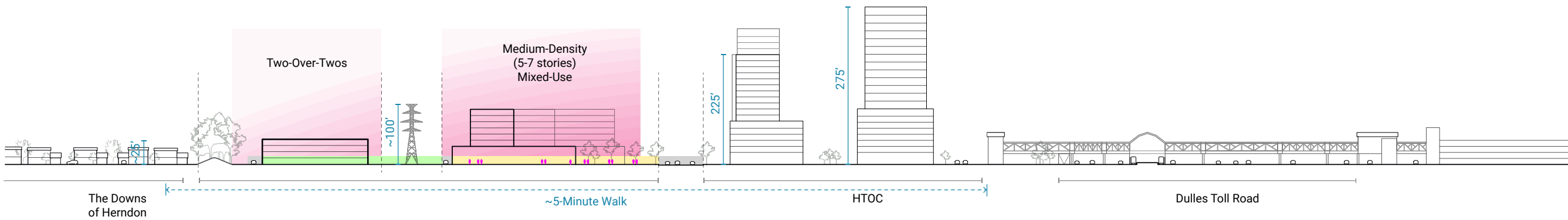
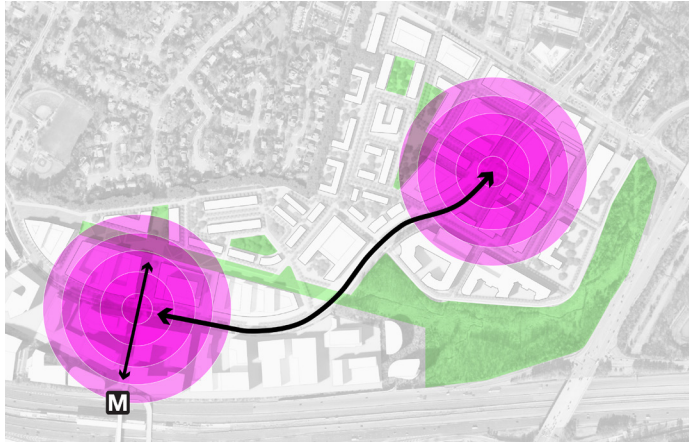


Concept Scenarios — Scenario 2: Two Centers

Scenario 2: Two Centers

This scheme would concentrate development along two centers, one at the point in the TRG nearest the metro, and one at the Sunset Business Park. The two would be connected by an activated promenade.

- There are 2 centers of commercial activity: by the Metro and at Sunset District, each with their own distinct identity
- The edges of Herndon Parkway are transformed into a 10-min. walkable pedestrian parklike promenade connecting the 2 centers
- Grocery store as Metro neighborhood anchor
- Metro neighborhood is about 75% residential, with a corporate office component and greater retail and entertainment

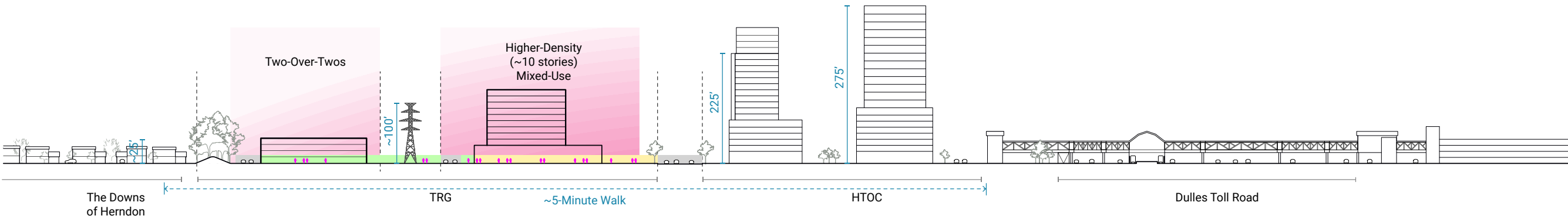


Concept Scenarios — Scenario 3: Metro Center

Scenario 3: Metro Center

This scheme would concentrate high intensity development within a five-minute walking radius of the Metro. The rest of the TRG would be more neighborhood-focused.

- The Metro Station area is a significant center of activity and feels like a natural extension of the HTOC with ~10-story buildings
- Multimodal street grid throughout
- One signature, large plaza at Metro arrival
- Grocery store as Metro neighborhood anchor
- Metro neighborhood is about half residential, half commercial, with a corporate office anchor
- Sunset District building replacement adds flexibility for new entertainment and retail anchor uses
- Development anticipated to happen more rapidly than in other schemes.

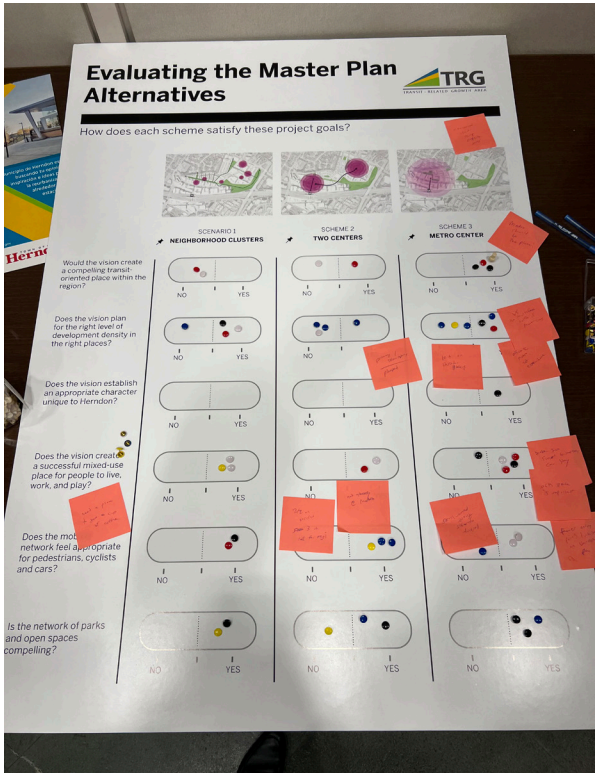


Plan Vision

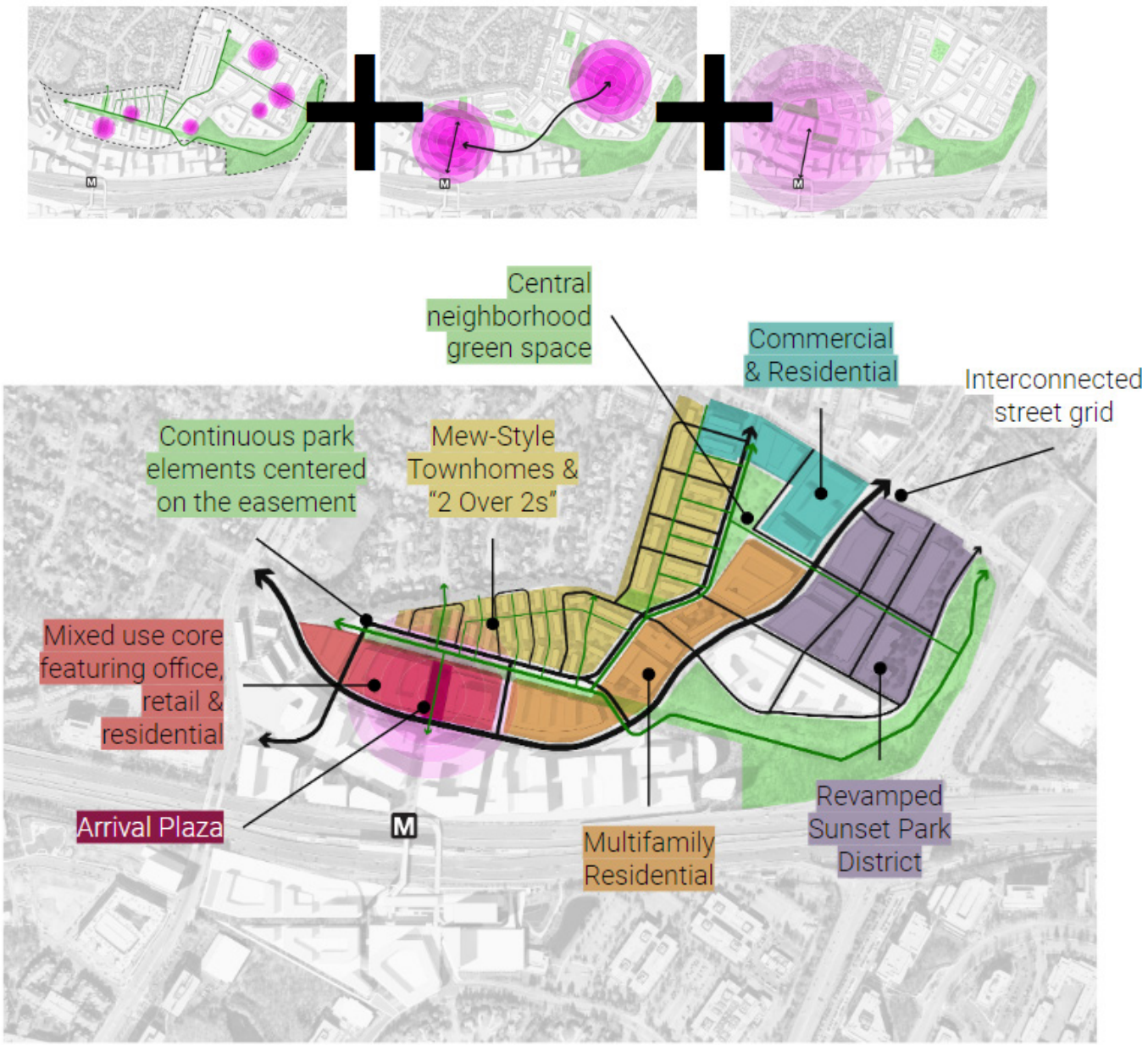
Preferred Vision

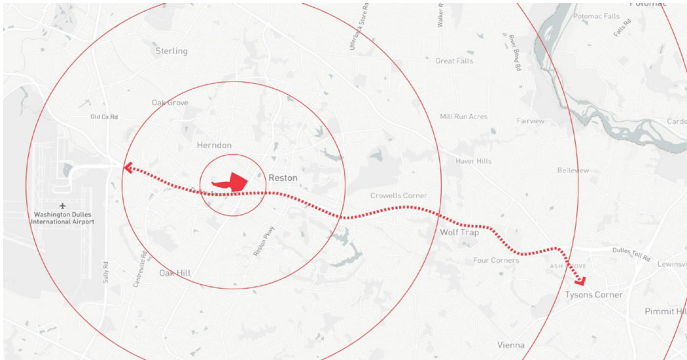
The three concept scenarios were publicly presented twice: once in May, 2023 to the general public, and once in June, 2023 to the Town Council and Planning Commission. At the public presentation, the community was encouraged to provide input in dynamic ways: verbally, in one-on-one chats with the Project Team; through written post-it notes; or by answering multiple-choice questions. At the Town Council and Planning Commission meeting, a lively discussion was held discussion the three concepts.

No individual concept stood out as a clear winner, but the discussion elicited the following priorities from the community:



- A strong metro center that is less dense than the HTOC, but more dense than the rest of the TRG.
- A central plaza across from the metro promenade that is retail dense and grand, while maintaining an appropriately human scale.
- A transect that gradually transitions from highly dense at the metro, to moderately dense across Herndon Parkway, to townhomes, to the neighborhoods to the north.
- Character that is both unique and appropriate.
- Additional density balanced with small town character
- Sustainable design elements in buildings and open space, identifying Herndon as a community that cares about health, resilience, and environment.
- A highly integrated rich mix of uses.
- A Metro arrival area providing a rich mix of uses.
- Building design scaled appropriately with materiality and textural diversity and compositions that reinforce the unique Herndon character.
- Parity between transportation modes.
- A highly developed grid, reliant upon a spine road parallel to the Herndon Parkway.
- Current and future modes of transit, particularly non-motorized, planned for and highlighted.
- A landscape scheme centered around the power easement and viewshed of Fairbrook's Sugarland Run Park.
- A strategy of continuous landscape elements connecting across the TRG and uniting various zones.
- Attractive and interesting landscape designs used to achieve sustainability goals.





REGIONALLY COMPLEMENTARY
AND DIFFERENTIATED

The TRG will build upon its unique identity to create an area that is mixed-use, walkable, amenity rich, and distinctively “Herndon.” Herndon lies next to Reston, but it is not Reston. Residents are proud of their small town feel, and although they would like to see a mix of uses and amenities, they would rather not see Herndon become another Reston. The TRG has the potential to grow in a more of a neighborhood-serving way, complementary to its surrounding assets.



THE RIGHT DENSITY, IN THE RIGHT PLACES

The TRG will balance the need to add an appropriate amount of density and uses to support transit-oriented development while respecting the Town’s existing character. has the opportunity for a varied range of uses, density and character throughout the site. The 5-10-min. Metro walk zone frontage is right across the street from the planned HTOC high-rise developments, whereas the site’s northern edge borders a low density single family home neighborhood. About a third of the TRG site lies beyond the 10-min. Metro walk zone. The only natural resource and potential parklike amenity follows the Sugarland Run and borders Sunset Business Park. All these diverse features call for different types of density, in the right places, and are reflected in the vision for transformation.



A CHARACTER THAT IS UNIQUELY “HERNDON”

The TRG will embrace a character that embraces both the Town’s uniquely identifiable look and feel, while also embracing new kinds and scales of development, organized around active open space. The character for the Town must be reflected in the right scale of future development, and a complementary series of architectural and urban design relationships with both Old Town and adjacent neighborhoods, including the HTOC.



A LIVE-WORK-RIDE-PLAY COMMUNITY

The TRG will realize different sub-areas with differentiated predominant uses and densities, like neighborhoods within the larger area, resulting in a self-sustaining community where residents meet all, or most of their needs, within a short distance. This future will incorporate abundant mixed-use development and multi-family housing, configurations of uses that support transit-related lifestyles, memorable destination uses, and central public neighborhood assets like parks and retail.



CONNECTED REDEVELOPMENT

The future TRG will realize cross-parcel connectivity that fosters more vehicular routes and pedestrian and bicycle connectivity, reflecting Herndon's traditional town-scale mobility patterns, rather than concentrating all circulation and access on the Herndon Parkway. This new network will augment trails, cycle tracks, and the vehicular network, integrate connections to Metro, Sugarland Run Trail Park and the W&OD trail, rethink the Herndon Parkway as a multi-modal Parkway, and generate a porous landscape of development that encourages walking and next-gen personalized mobility, as well as greater connectivity with surrounding residential neighborhoods.



LANDSCAPE AS A DRIVER

The TRG will be defined by a rich landscape environment. Greenery, open space and parkland is a major characteristic of the Town of Herndon. The TRG site area is largely impervious surface today, but in the future will become much greener by integrating and elevating Sugarland Run as a placemaking asset, growing a network of naturally-connected open spaces, imagining redevelopment that is green and environmentally performative, and affirming a commitment to sustainability across all development.

Addressing Affordable Housing

Therefore, one key strategy to achieve affordable housing within the TRG will be through the provision affordable units as part of market-rate private redevelopment, including adaptive reuse redevelopment.

The proposed plan could result in the addition of over 2,000 multifamily residential units and over 400 combined townhouses and two-over-two units. While the addition of residential units helps to ease the regional housing shortage, additional units do not ensure affordable housing for low-to-moderate-income households.

As a town within the Commonwealth of Virginia, the town must partner with the Fairfax County Redevelopment and Housing Authority (FCRHA) to secure low-to-moderate income housing within the town. Fairfax County's housing programs encourage dedicated affordable and workforce multifamily development, as well as the inclusion of affordable housing in market-rate residential developments.

Dedicated affordable housing development in Fairfax County has been predicated on the FCRHA's partnership with private sector developers dedicated to the development of affordable rental communities. Through various forms of financial assistance, and often pre-existing property ownership, the County has successfully secured hundreds of affordable units contained within dedicated affordable development. Such developments offer the fastest way to provide the 10,000 affordable dwelling units that the Fairfax County Board of Supervisors has committed to develop by 2034. Without publicly owned land within the TRG, such dedicated affordable housing is unlikely. The ability to obtain incremental affordable units in market-rate development will require cooperation with FCRHA to assist in the

administration of the units, as well as policy and regulatory action by the town. As the town moves towards the inclusion of affordable housing, it should seek to ensure that those whose income falls within the affordable range are accommodated as well as those whose salaries qualify them for workforce housing. Those at the lowest average median income levels are the most vulnerable and insecure with housing and consideration of their needs should be a key component of any future housing policies for the town.



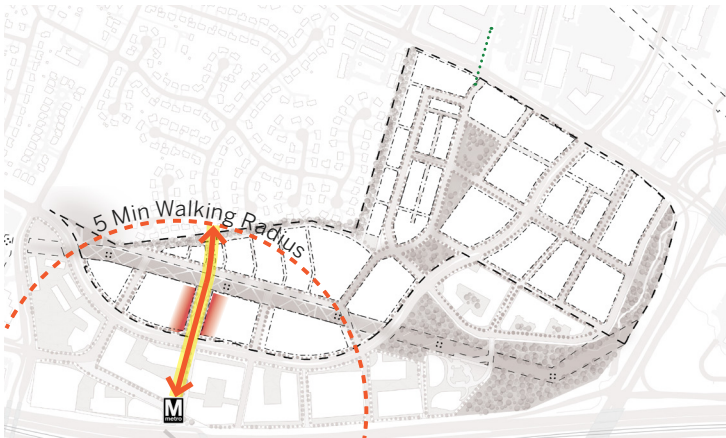
The Ovation at Arrowbrook, a Fairfax County affordable housing project with 274 apartment units serving households earning 30% to 60% of the average median income



The Trellis, a hotel conversion with at least half of the units serving households earning a maximum of 80% of the average median income

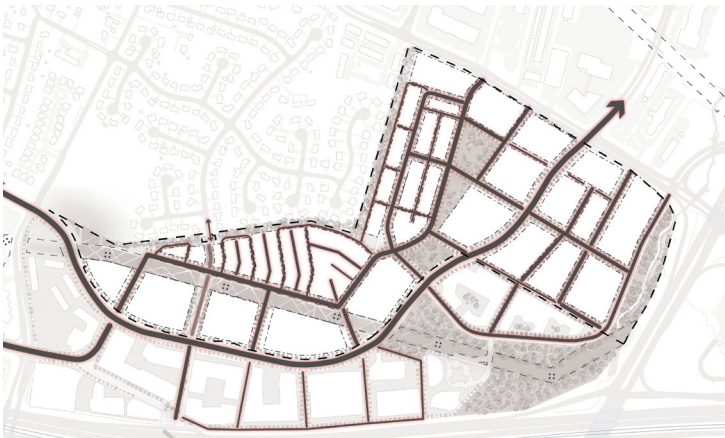
Plan Vision

Design Objectives



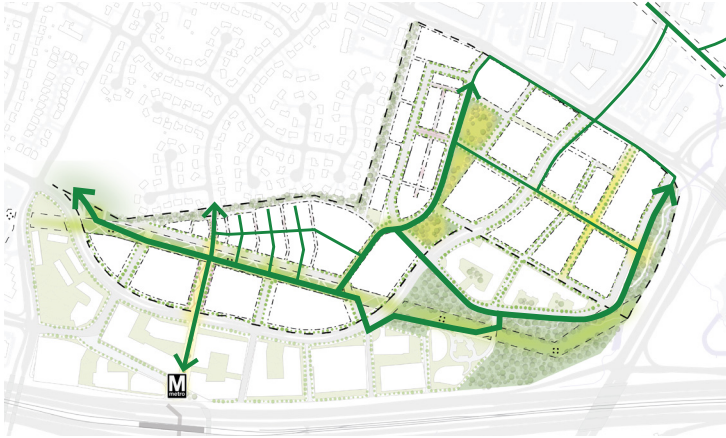
A METRO ARRIVAL PLAZA AS THE CORE OF A VIBRANT DEVELOPMENT

Anchor the denser mixed use development in the TRG within the 5-minute walk zone right across the HTOC, landing in an iconic, vibrant plaza framed by retail and connected to the network of parks.



A MULTIMODAL STREET GRID AS THE FRAMEWORK FOR DEVELOPMENT

Establish a walkable, multimodal, urban street grid as the basic framework for redevelopment, integrating development blocks anchored on a network of open spaces.



A NETWORK OF OPEN SPACES WITH INTERSTITIAL MOBILITY

Design an open space network connecting neighborhoods and parks within the TRG and beyond, providing interstitial, walkable mobility throughout.



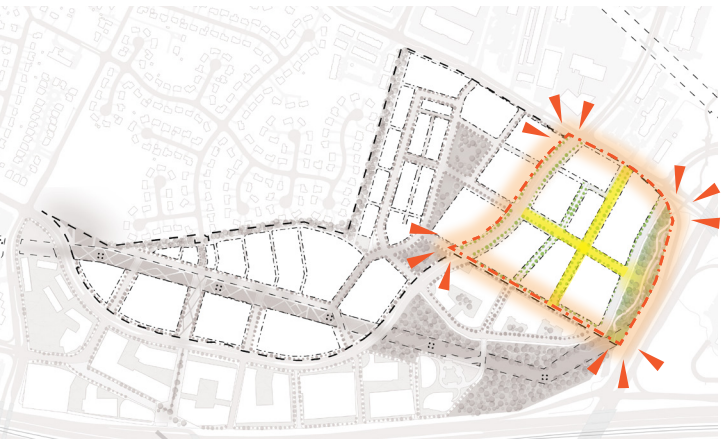
A TRANSITIONAL RESIDENTIAL AREA BETWEEN LOWER AND HIGHER DENSITIES

Respect the neighboring low-height, low-density context by reserving an area for low density residential transitioning to higher and denser areas approaching Herndon Parkway.



AN URBAN STREET FRONT FRAMING THE TRG GATEWAY INTERSECTION AND EDGES

Create an engaging first impression upon entering the TRG, by framing the corners with iconic architecture.



AN EXPANDED AND REVAMPED "SUNSET DISTRICT"

Expand and celebrate Sunset Business Park by capitalizing on its unique mix of uses and making a great place out of its public realm.

An aerial photograph of a suburban neighborhood, featuring a mix of residential housing, green spaces, and a major road. The image is overlaid with a semi-transparent blue filter. The title 'Urban Design Framework' is centered in white text.

Urban Design Framework

Urban Design Framework

Introduction

The urban design framework set forth in this Small Area Plan lays out redevelopment recommendations as a guide for future build-out occurring over a planning horizon of 20 years.

The recommended framework aims to create a new vibrant place in the Town of Herndon, attracting people, businesses, and activity, boosting economic development by instituting a balance of land uses, densities and urban form.

The rendered aerial view shown on this page represents the preferred scenario, a conceptual development plan based on market feasibility and recommended program, public and stakeholder feedback, and direction from the committee, commission, and council. The rendering illustrates the resulting development test-fit, reconciling months of analysis and input gathering with site and infrastructure capacity.

The foundation for future development, the Urban Design Framework takes into account the Plan Principles and gives shape to the Design Objectives. The following pages provide guidance to ensure that individual parcel development reflects the Plan, enabling the TRG as a whole to ultimately achieve the vision. The Framework is comprised of six key elements: Land Use and Density, Transportation Network and Street Space, Parking Strategies, Architectural Character, Recreation and Open Space, and Sustainability.



Aerial view of the preferred potential development scenario

Land Use Plan

The land use plan demonstrates the mixed-use future of the TRG. A broad and balanced variety of land uses ensures the level of activity and economic stability that the Town requires. The future TRG, with its infusion of residential use, still retains a broad spectrum of employment opportunities including retail, restaurant, and hotel services, and transitions from class B office to mid-size class A office and creative spaces.

Notes on Flexibility

A variety of housing options is important to meet the needs of a growing and diverse community. Multi-family buildings should be located along Herndon Parkway and attached and stacked single-family units should be located in the transitional blocks closest to the existing single family detached house neighborhoods abutting the TRG.

The plan demonstrates general locations for future office uses. It is important to secure certain strategic areas for office including blocks closest to the Herndon Metrorail Station, blocks with appropriate visibility and access, and on larger parcels or multiple parcels with shared ownership. Larger parcels or parcels with shared ownership provide the opportunity to blend office and residential in carefully planned and cohesive designs, and may afford the possibility of shared residential and office mixed-use parking arrangements.

Retail, restaurant, and similar uses should be consolidated within the Metro Arrival Area and the new and expanded Sunset District, but may also be appropriate in other strategic areas with high visibility from the street or with park frontage.

Office, retail and restaurant uses, maker spaces, and hotels may be appropriate in lieu of multifamily if the traffic generated can be accommodated, a context-sensitive design can be achieved, and a balance of uses can be retained across the TRG.

Adaptive reuse of existing buildings for residential use will also provide opportunities for additional housing options.

Low Density Residential/Low Impact Commercial: Townhomes and two-over-two units with garages along rear alleys and frontage along streets and mews. On parcels currently zoned PD-B, alternative uses include low-impact commercial and light industrial such as: multi-story interior self-storage; makers spaces and business incubators with interior operations only, as well as retail along Spring Street.

Medium Density Residential: Mid-rise apartment buildings with parking garage.

Office: “Class A” multi-story office on parking garage podiums with activated ground floors in the Metro Arrival area and along the southwest corner of the Herndon Parkway and Spring Street; and “creative office,” or a type other than “class

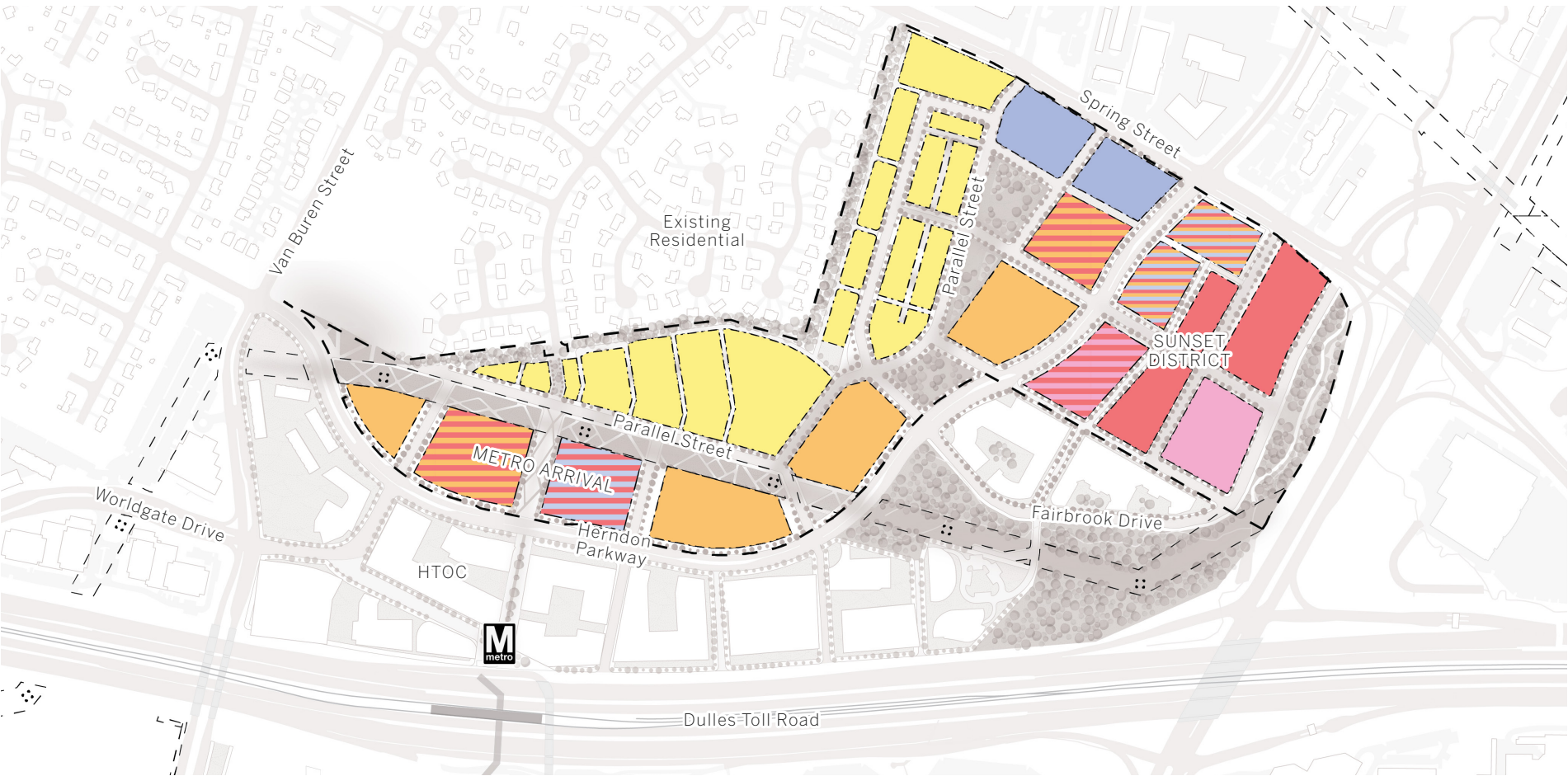
A”, such as but not limited to, ground floor long-span makers space with access to outdoor working areas, as well as low rise buildings with atypical office floor plates in the Sunset District.

Retail: Neighborhood serving shops and restaurants, grocery, entertainment, fitness and services

Hospitality: Mid-rise hotel use with related amenities.

Mixed-Use: In addition to the mix of uses planned throughout the TRG, the depicted hatched areas denote development blocks with a stacked mix of uses.

Dominion Easement



Land Use Plan

Testing Development Density

The consultant team developed a concept development plan, presented publicly as the “preferred scenario,” in order to arrive at potential development data tabulations and floor area ratios (FARs) used to test and analyze infrastructure capacity and potential tax revenue. The development tabulations presented herein, are merely a “test-fit” informed by a combination of market feasibility, public feedback, and Town Council, Planning Commission, Advisory Committee, and town staff recommendations.

The land use strategy follows the design objectives of providing a low density residential area adjacent to the neighborhoods to the north, transitioning to higher densities and mixed uses approaching the Metro Arrival area, and along the Herndon Parkway and part of Spring Street.

The new and expanded “Sunset District” retains its existing, eclectic retail core, hence the large amount of concentrated retail use, while providing flexibility for a higher density mix fronting

Herndon Parkway and Spring Street. The Spring Street and Herndon Parkway intersection frames a gateway for a commercially focused flexible mixed use area.

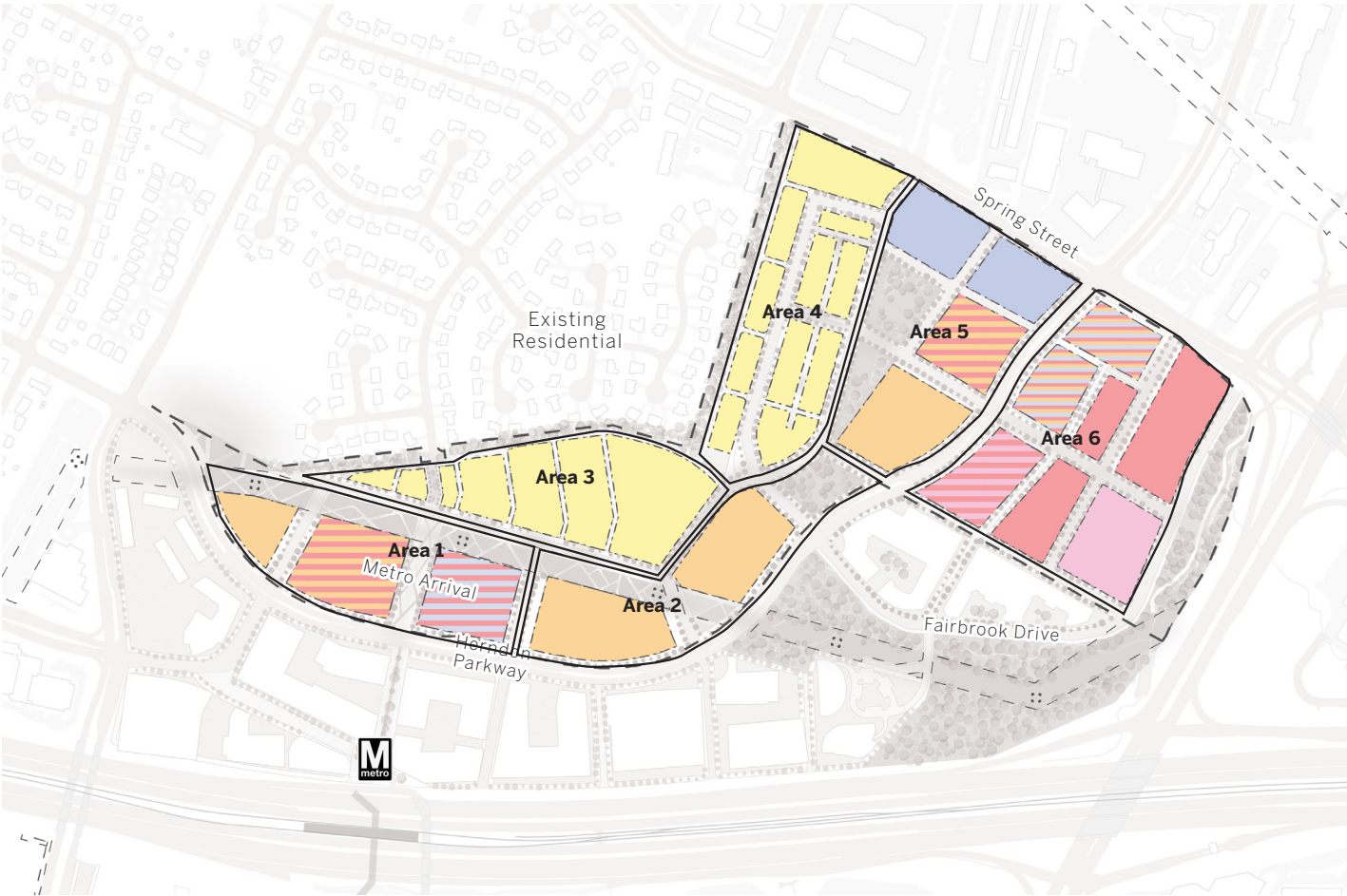
DEVELOPMENT DATA SUMMARY

Program	Type	GFA (sf)	Units (RES/H)
Residential	R-Multifamily	2,843,200	2,369
	R-TH & 202's	836,300	420
Hotel	Hotel	277,500	463
Retail	Grocery	63,600	
	Restaurant Services	155,300	
	Entertainment Fitness	74,400	
Office	Corporate	1,122,600	
	Creative	66,800	
Grand Total		5,439,700 sf	

DEVELOPMENT DATA BY AREA

Area	Use	Building (sf)	Units (RES/H)
Area 1	R-Multifamily	638,700	532
	Corporate	641,700	
	Restaurant Services	43,100	
Area 2	R-Multifamily	937,500	781
Area 3	R-TH	355,700	178
Area 4	R-TH	480,600	240
Area 5	R-Multifamily	673,500	561
	Corporate	480,900	
	Grocery	50,900	
	Restaurant Services	35,900	
Area 6	R-Multifamily	593,500	495
	Hotel	277,500	463
	Creative	66,800	
	Entertainment Fitness	74,400	
	Retail	89,000	
Grand Total		5,439,700 sf	

DEVELOPMENT DATA AREAS



Urban Design Framework

Redevelopment Framework

This page establishes the framework or pattern for development within the TRG based largely on the location of necessary streets, existing property lines, the various building height zones, and the intended locations of important open spaces. It considers the Plan Principles and gives shape to the various development blocks. The Redevelopment Framework Plan indicates building lines based on the street and open space facility and the amenities included within those facilities. Specific distances between development blocks are not established, however robust urban streetscapes to include street tree verges, on-street bio-retention, extra wide sidewalks, and on-street parking are anticipated. In addition, certain open spaces will dictate specific widths if they are to function as intended, such as the landscape buffer separating the TRG from the neighborhoods to the north and the Metro Arrival Plaza across from the HTOC Promenade.



For adaptive reuse redevelopment, the redevelopment framework and its various components would not apply.

Redevelopment Framework Plan

Mobility Grid

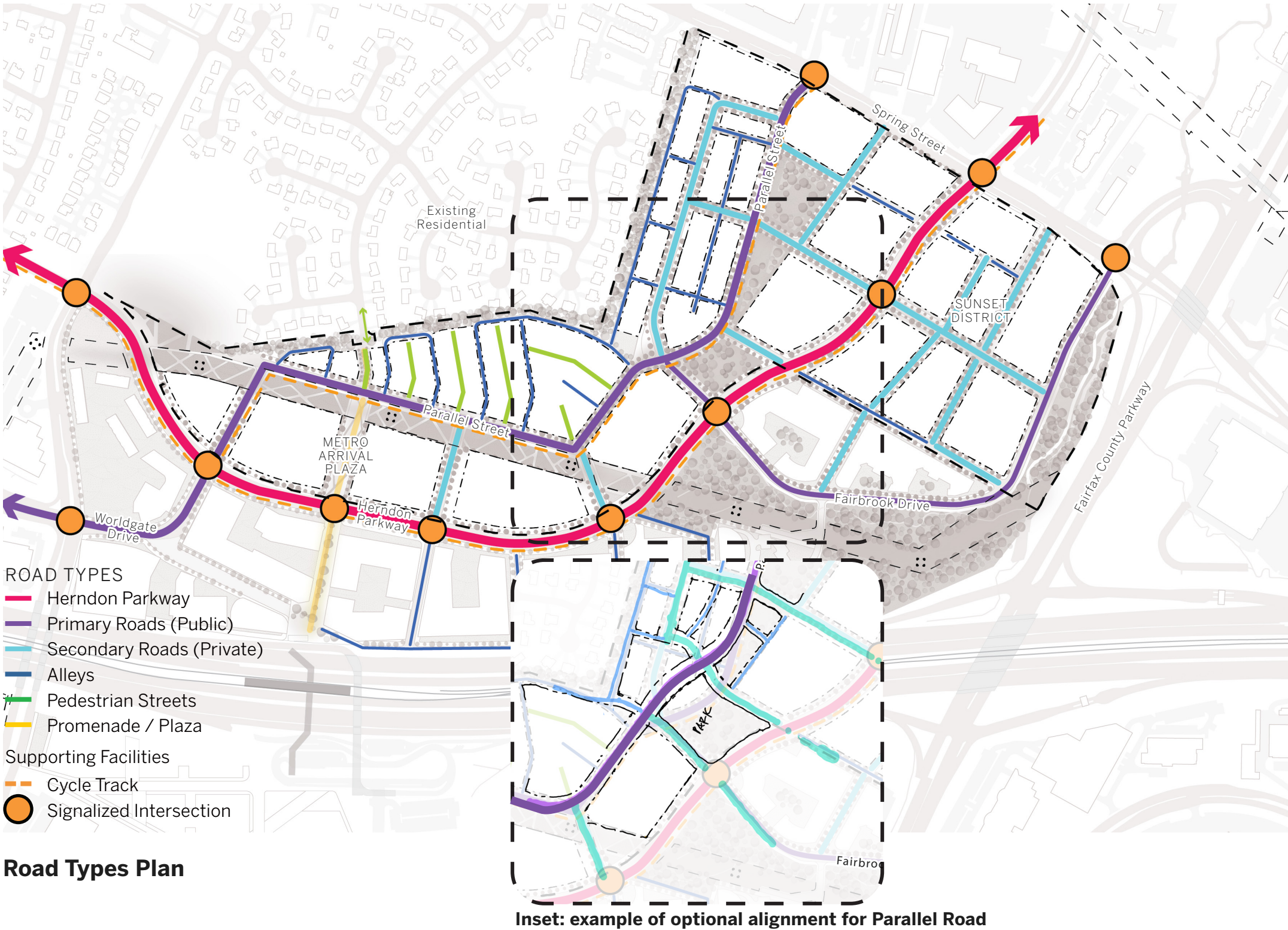
To best function as a transit growth area, a successful mobility grid is critical to promote the smooth flow of all forms of transportation. The proposed network is designed to create a friendly and attractive pedestrian experience, while simultaneously allowing for vehicular traffic to flow. In order to achieve this, an alternate route to Herndon Parkway was added to the plan to provide traffic relief, referred to as the “parallel street,” especially given the higher densities anticipated by the plan. In addition to this, pedestrian scale and permeable blocks were designed to promote walkability and neighborhood character. All rights of way were designed to be generous, incorporating landscape elements with stormwater management capacity. Street sections corresponding to each road type are listed on the right-hand graphic and depicted in the following pages.

Flexibility

Road alignment is likely to vary to some degree from what is shown in the Road Types Plan on this page to accommodate future development needs, due to the anticipated piecemeal development phasing and the necessity to adhere to required geometric design guidelines. An example of how a road may require some realignment is provided in the inset exhibit, which shows the refined geometry of the parallel street. It is expected that other portions of the parallel street, and likely some other streets, will require modified alignments when full design and engineering is being completed as part of development applications.

Traffic Signal Coordination

Traffic signals at various intersections will be necessary to move vehicles effectively and safely throughout the TRG and provide safe crossing conditions for pedestrians and cyclists. Most of the new signals would be located along Herndon Parkway and will require coordinated timing. To achieve a fully coordinated signal system in this area, new signal control equipment including cabling between signals and signal cabinets would be necessary.



Road Types – Residential Mews and Alleys

Two private street typologies outline the parameters for the mews developments. They are designed to create a park-like, lower-density residential context that is highly walkable and family-friendly. The townhomes open onto pedestrian streets, and the only vehicular access is permitted through alleys which run behind the townhomes. The alley street section also applies to the residential area between the Van Buren Estates and the TRG triangular park.



Key Plan

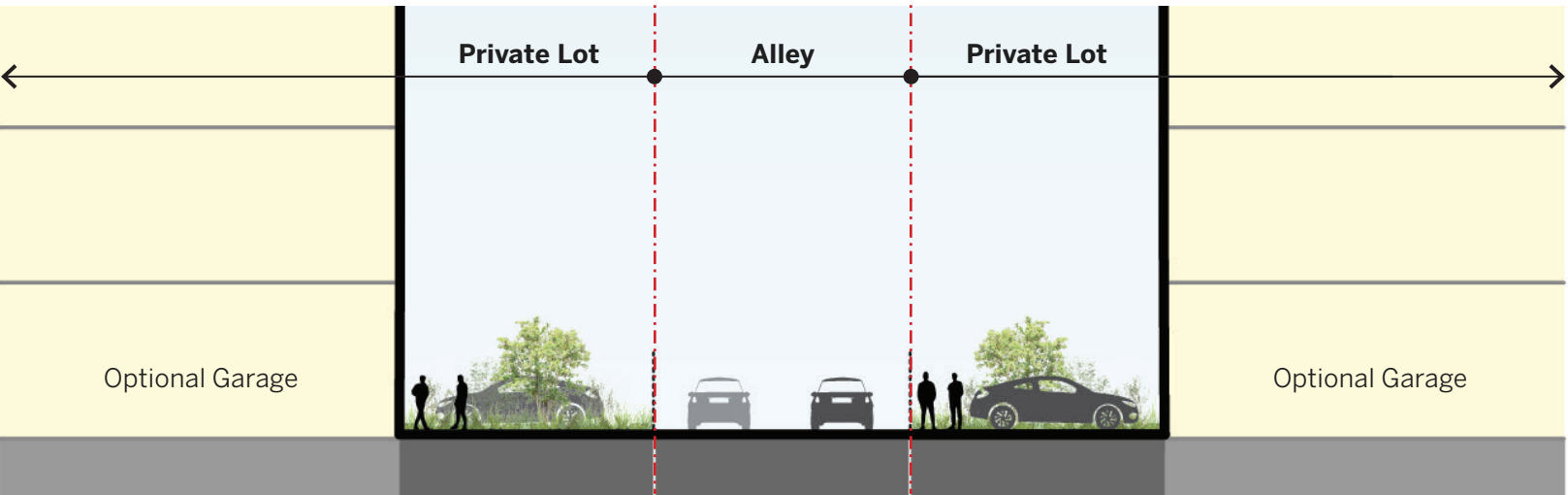
Amenities

- Front Yard
- Pedestrian Circulation
- Landscape and Site Furnishings
- Pedestrian Activities Zone

1. Street Section at Mews Pedestrian Street



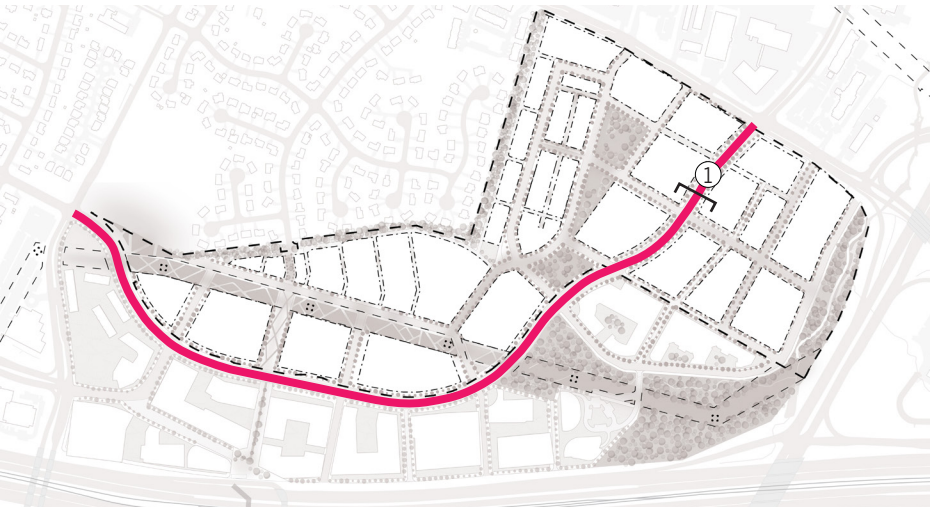
2. Street Section at Mews Alley



Note: Street sections provide a guideline of how to program the area between the development blocks and create an attractive and functional street space. While dimensions are not shown, best industry standards and urban design tenets for the types of activities to be accommodated and the level of adjacent density are necessary to create an attractive, comfortable, safe, and functional street realm

Road Types – Herndon Parkway

The TRG plan does not call for alterations to the Herndon Parkway roadway, which would include the current lanes of vehicular traffic, medians, and planned cycle track on the south side of the roadway. Curb cuts along the Herndon Parkway must be limited to the proposed TRG street grid, with no mid-block vehicular access. The cycle track, constructed with the Spring Street intersection improvements, will require redesign and construction, consistent with the standard layout shown within the section drawing, at time of adjacent parcel redevelopment. A dedicated cycle facility will be provided on the west side of the TRG along the parallel street.

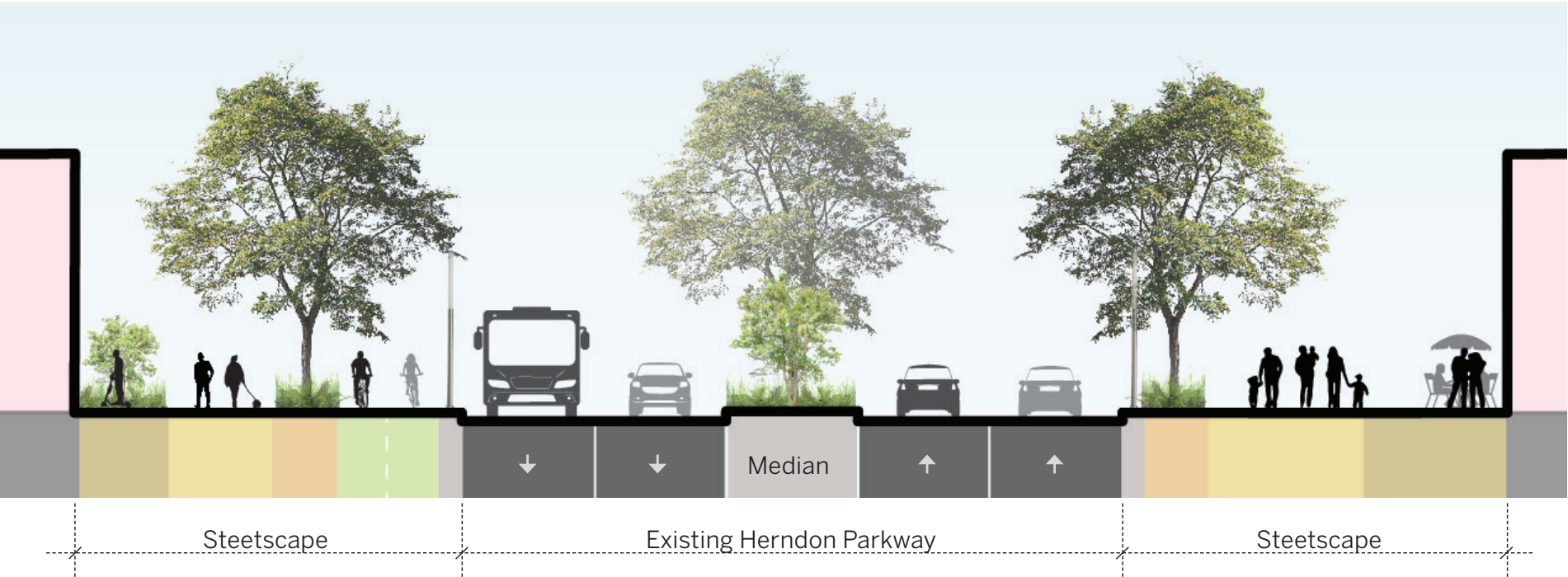


Key Plan

Amenities

- Property Frontage Area
- Pedestrian Circulation
- Landscape and Site Furnishings
- Cycle Track
- Buffer

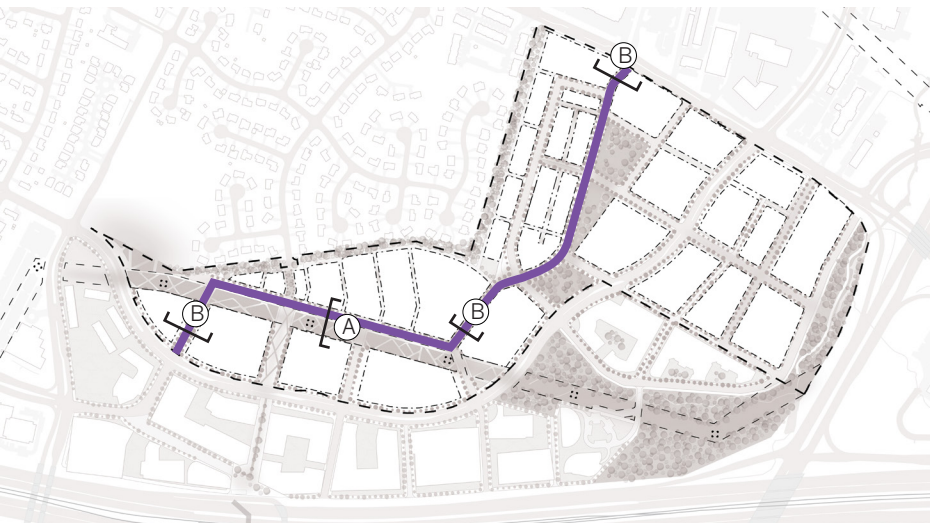
1. Street Section at Herndon Parkway



Note: Street sections provide a guideline of how to program the area between the development blocks and create an attractive and functional street space. While dimensions are not shown, the best industry standards and urban design tenets for the types of activities to be accommodated and the level of adjacent density are necessary to create an attractive, comfortable, safe, and functional street realm.

Road Types – Parallel Street

The parallel street is a proposed road which runs through the TRG parallel to the Herndon Parkway. It is the most significant TRG roadway, both in terms of the amount of traffic it is expected to carry and in terms of the connectivity it provides through the TRG. As such, it offers on-street parking, dedicated bicycle facilities, generous sidewalks and landscape elements throughout.

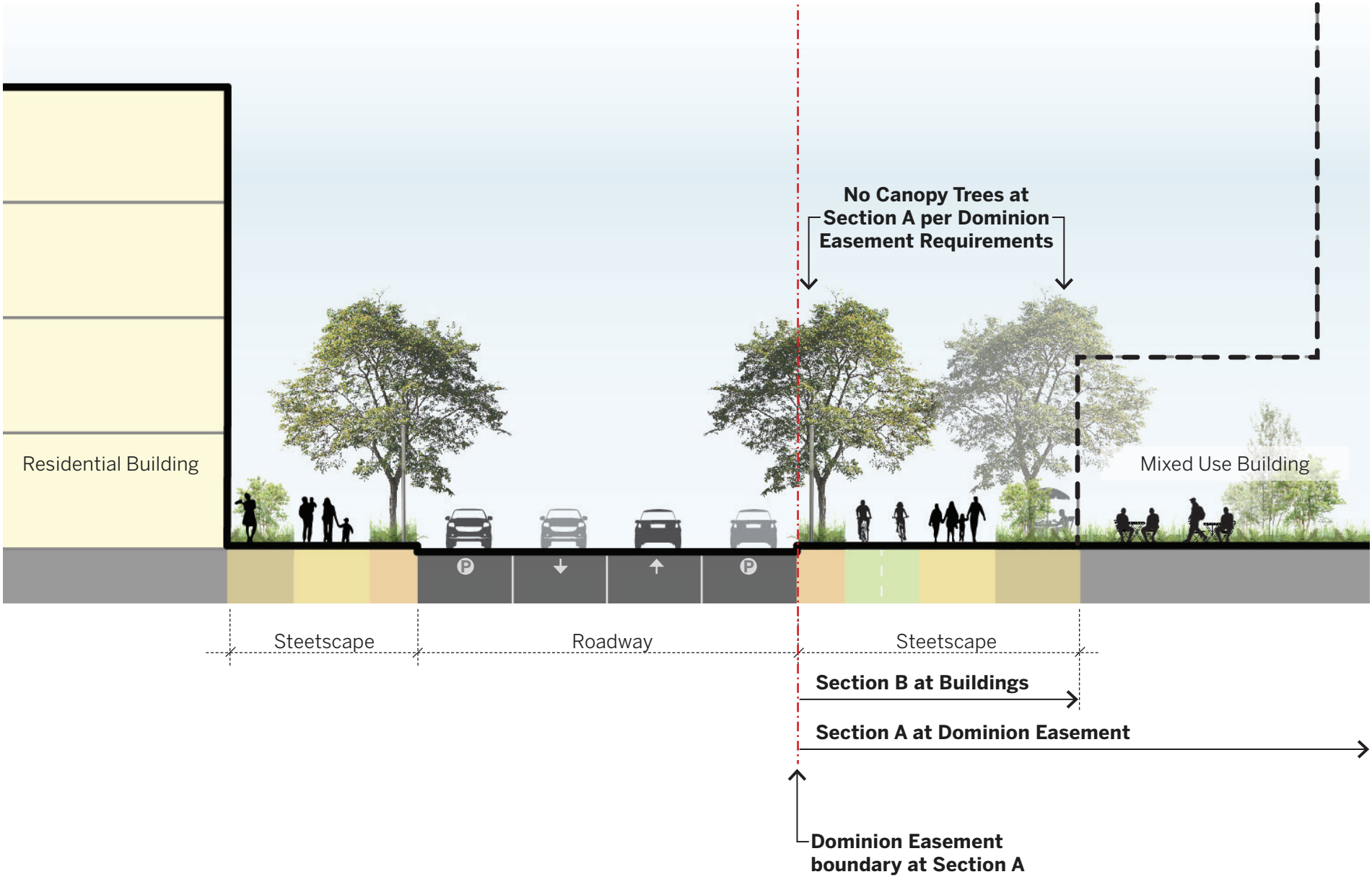


Key Plan

Amenities

- Seating/Front or Side Yard
- Pedestrian Circulation
- Landscape and Site Furnishings
- Cycle Track

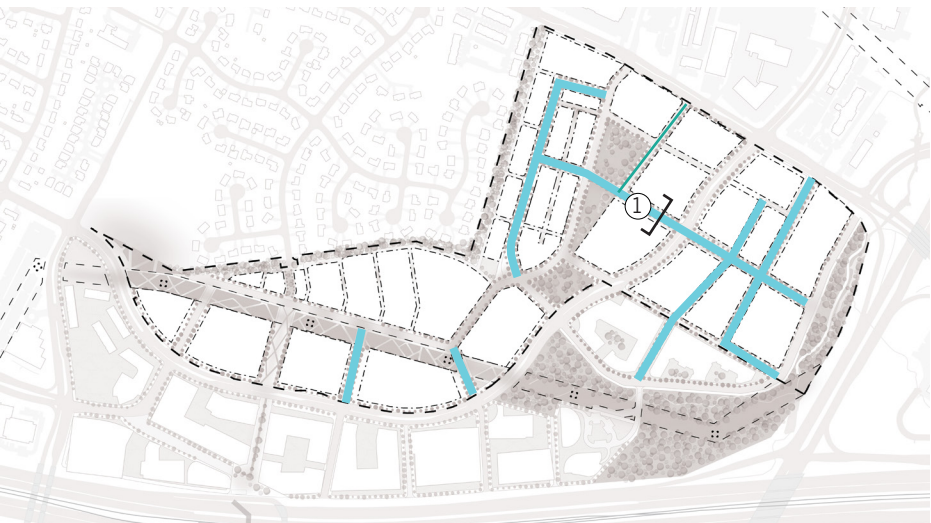
Street Section at Parallel Street



Note: Street sections provide a guideline of how to program the area between the development blocks and create an attractive and functional street space. While dimensions are not shown, the best industry standards and urban design tenets for the types of activities to be accommodated and the level of adjacent density are necessary to create an attractive, comfortable, safe, and functional street realm.

Road Types – Typical Streets

The streets labeled as secondary streets in the mobility grid are expected to have on-street parking and pedestrian-friendly urban streetscapes with ample space for street trees and extra wide sidewalks, and a private zone between the sidewalk and building frontage that appropriately separates and softens the building edge with the streetscape. This separation distance depends on the height of the building and the ground floor use.

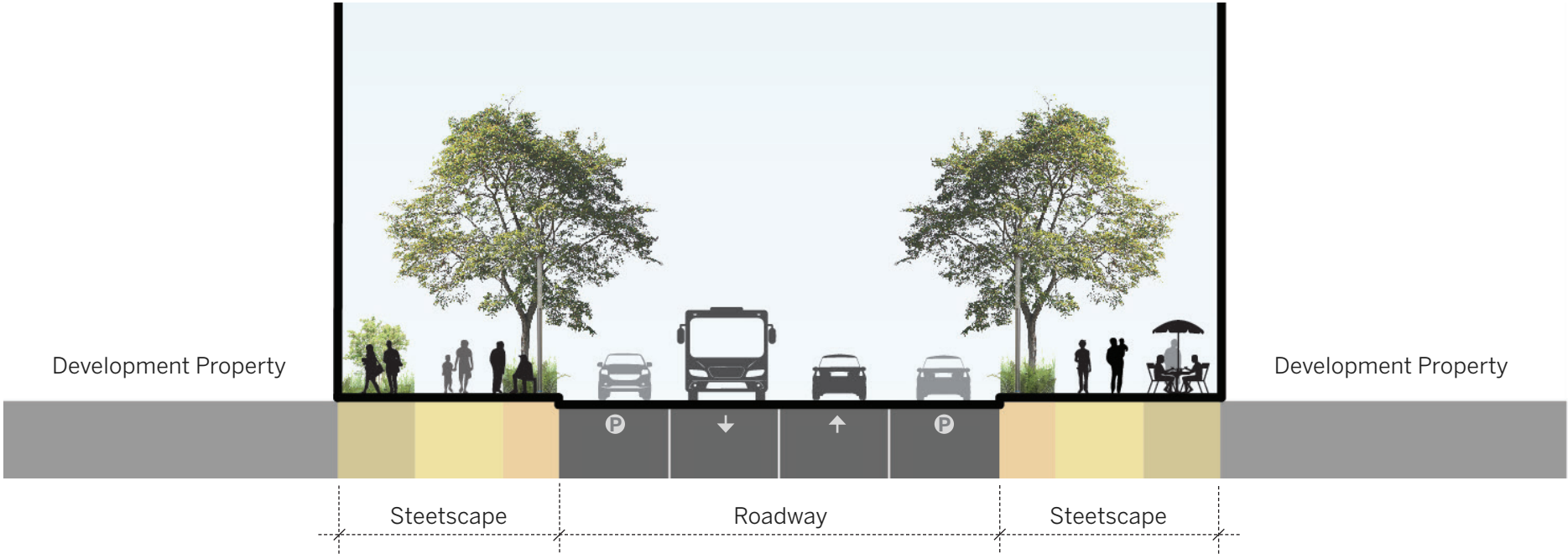


Key Plan

Amenities

-  Property frontage area
-  Pedestrian Circulation
-  Landscape and Site Furnishings

1. Street Section at Private Streets (Secondary Roads)



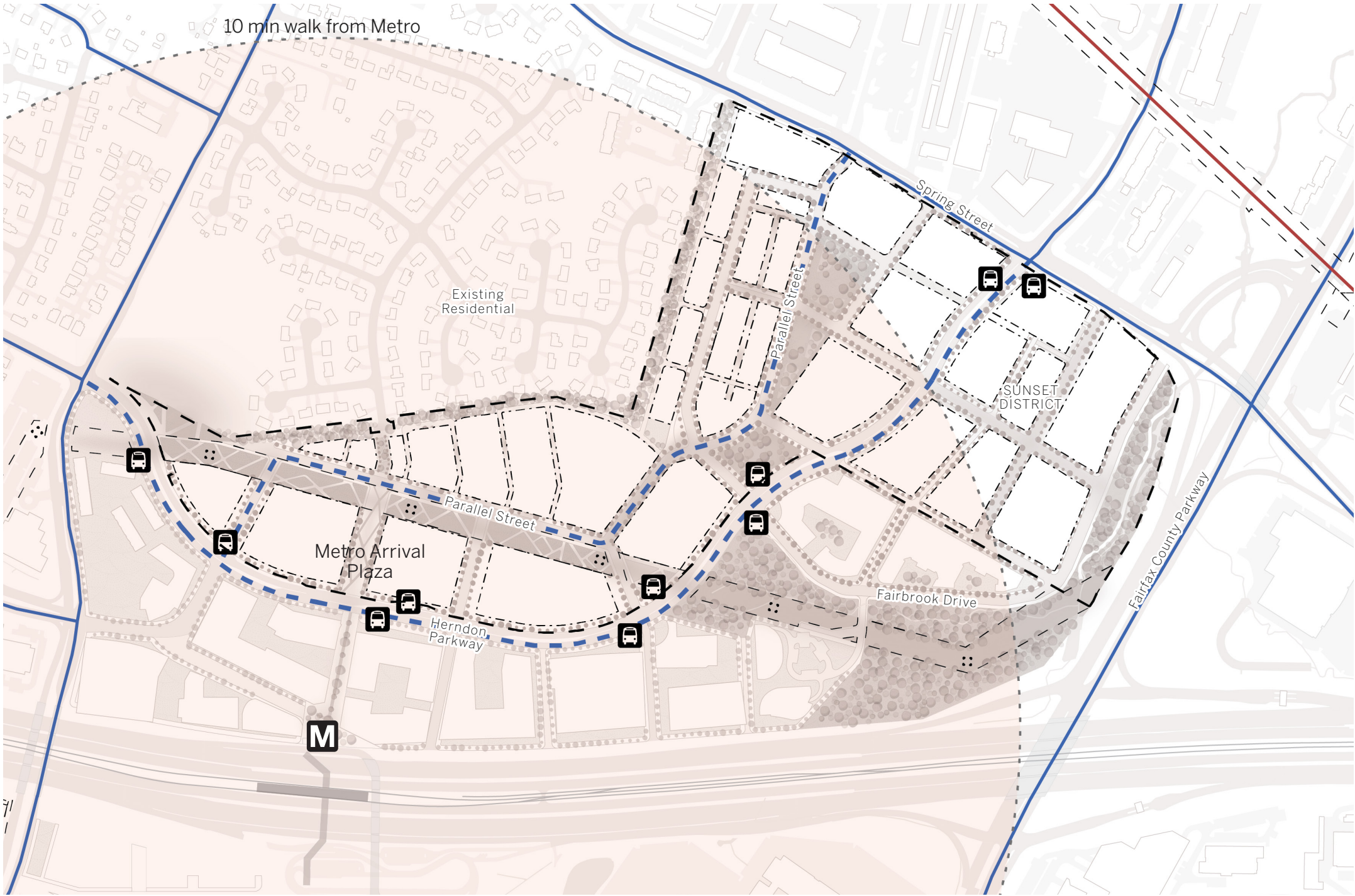
Note: Street sections provide a guideline of how to program the area between the development blocks and create an attractive and functional street space. While dimensions are not shown, the best industry standards and urban design tenets for the types of activities to be accommodated and the level of adjacent density are necessary to create an attractive, comfortable, safe, and functional street realm.

Multimodal Streets

The TRG SAP covers an area which was previously dominated by private vehicles, to the detriment of other users, notably cyclists and pedestrians. Together, the arrival of the Silver Line in Fall 2022, bus infrastructure upgrades at the Herndon Parkway near the Metro, and new cycle tracks (both those already under development, and those proposed by this plan) will form a new, truly multimodal district in Herndon.

Streets in the TRG should employ both dedicated and shared bicycle facilities with on-street and off-street public and private bicycle parking. Accommodation for other micro-mobility vehicles, including charging stations and parking corrals, is expected and the walking environment must be convenient, comfortable well-connected, and scaled for high amounts of pedestrian activity. All transit facilities should have exemplary amenities to provide shade and respite for transit users.

-  Bike Lanes
-  New TRG Cycle Tracks
-  W&OD Trail
-  Bus Stops
-  Metro Stop



Multimodal Streets

Urban Design Framework

Parking Strategies

Parking must be carefully considered in a methodical and coordinated manner across the TRG given its proximity to the Herndon Metrorail Station, the increased densities, and introduction of publicly accessible open spaces. The following parking strategies should be employed:

- For development blocks outside the transitional areas, provide all off-street parking within the block in lined and screened structured parking garages.
- Shared structured parking between blocks should be considered in instances with abutting blocks of the same ownership.
- Coordinate structured parking garage entrances with architectural and functional back-of-house conditions, with consideration of queuing and other potential traffic impacts.
- Provide public on-street parking for the Primary Roads (Fairbrook Drive and Parallel Street) and private on-street parking for the Secondary (Private) Roads.
- The low-density residential roads should be designed with private individual garages and driveways accessible via alleys.
- Public on-street parking will require management to ensure spaces are available to the public and not used for long-term purposes
- Private on-street parking must also be managed however these may be available to

P

Structured parking garage

On-street parking - public street

On-street parking - private street

No on-street parking - residential alley

No on-street parking - commercial alley

On-street parking - service street

Access

the public or be user-specific. Certain private roads may work best for strictly residential parking for adjacent residences and other private roads may work best for strictly retail or other commercial purposes. The TRG would benefit from a coordinated private on-street parking program throughout the entire district. There may be opportunity to even involve the parking on public streets within this program.

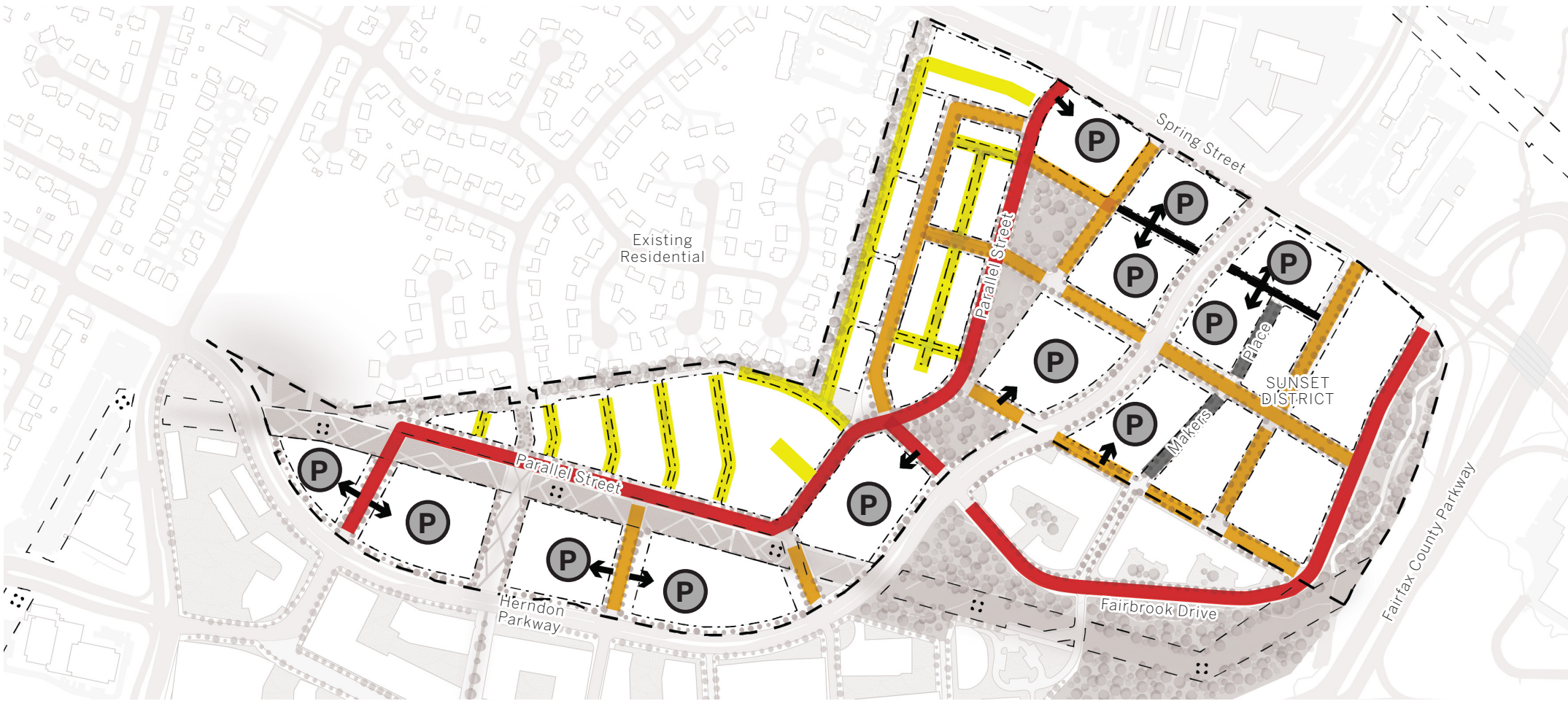
- Off-street surface parking is generally discouraged. If provided, it should be minimal, with no visibility from public streets

or important TRG viewsheds, and be designed and screened in a manner that limits its visibility of the surface parking. Within the transitional residential area, some visitor parking will most likely be needed. Alternative surfaces such as pervious pavers should be used for off-street parking to decrease stormwater run-off. Off-street parking should be designed to avoid the creation of heat islands through landscaping and/or selection of surface treatment.

- On-street parking is particularly important within the Sunset District. This plan calls for

the retention and renovation of the existing buildings and businesses, which do have the benefit or space available for consolidated structured parking. While the conversion to a dynamic and robust pedestrian environment necessitates the conversion of the Sunset District streets to parallel on-street parking, diagonal on-street parking on one side of the street may be an option to ensure optimal parking available to support the shops, restaurants, and maker spaces of the Sunset District.

* Retaining existing parking may be necessary for adaptive reuse redevelopment.



Parking Strategy Recommendations

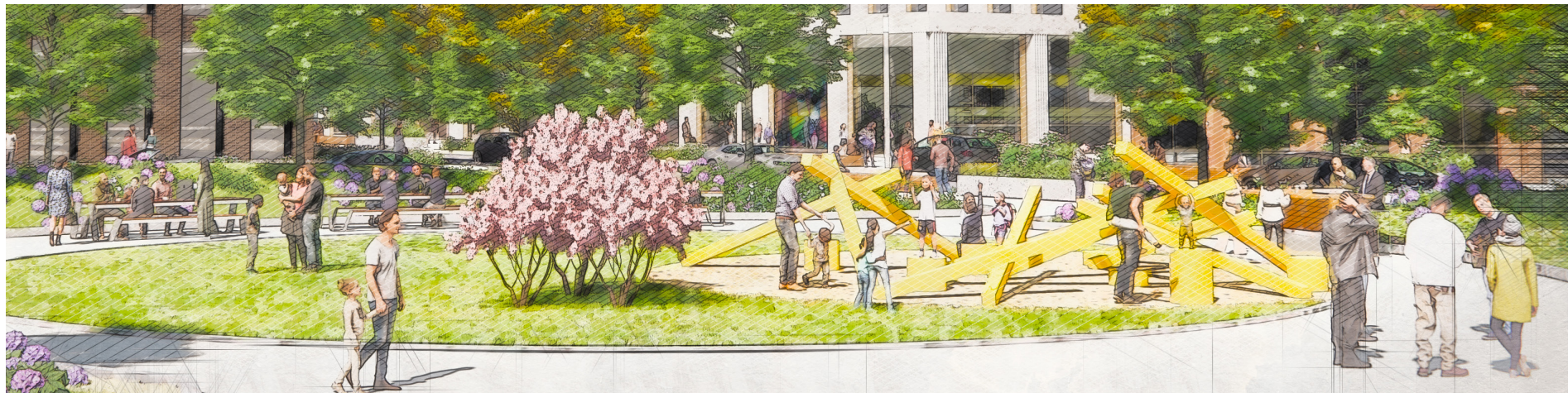
Architectural Character

The TRG plan is ultimately about creating a singular place that reflects its identity as a part of the town, while remaining a distinct location with various building height zoning and context-based guidance on open space and building design.

As the TRG develops over time, in most cases parcel by parcel, clear guidance is needed to create a sense of cohesiveness across the TRG, while still allowing for flexibility.

As the TRG develops, changes will occur in architectural tastes, technology and market realities.

The guidance on the following pages establishes the core elements that will create an overarching cohesiveness. This guidance is further intended to provide direction on some specific character definition in certain areas and ensure a sense of place that is reflective of Herndon's historic small town identity without attempting to stylistically emulate the past.



Vision Survey

The collective voice of the community’s response to the TRG visioning survey and the Architectural Review Board’s feedback, call for the TRG to establish a unique architectural character that retains the experience of Herndon’s small-town atmosphere while successfully transitioning to the higher density and height of the HTOC.

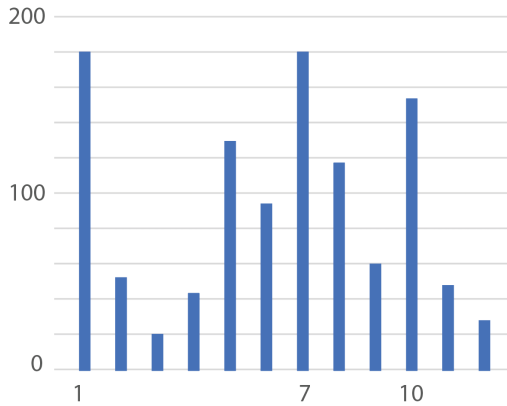
The response to the Vision Survey demonstrates the community’s love for the image of historic downtown Herndon, evidence of its contribution

to Herndon’s very special and unique sense of place. In addition to the downtown, the majority of respondents preferred images that exhibit traditional brick and tactile detailing, attributes of historic downtowns, but with a contemporary aesthetic. The open spaces, parks and streets selected by the community were images rich in programmable space, areas for gatherings, active transportation facilities, ample sidewalks, and extensive landscaping. The preferred sidewalk scenes show a variety of surface materials,

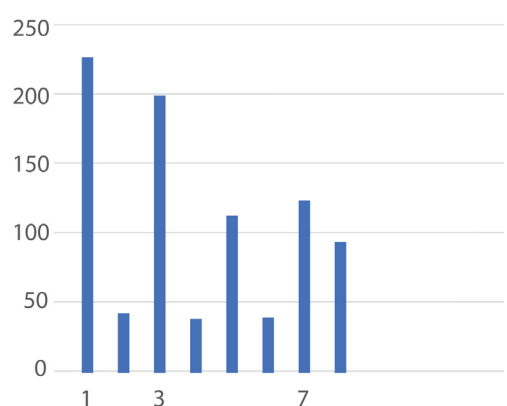
activated building frontages, and room for landscaping and small group interaction without inhibiting passage. Each of the selected images is a visual representation of walkability, a core attribute of both small towns and successful transit-oriented development. Trees and other landscaping feature prominently, reiterating the community’s voiced desire for environmentally sustainable development with an emphasis on parks.

To preserve Herndon’s special sense of place, it’s important to understand the elements that make the architectural fabric of the town’s symbolic core, the historic downtown, special and how these same elements can be imbued into the architecture, landscape architecture, and rights-of-way of the TRG. In addition, current and future best practices in the field of urban design and livable cities need to come to fruition in the development of the TRG, ultimately creating a contemporary reflection of small-town Herndon.

Top Types of Buildings and Development Preferred within the TRG area



Top Types of Open Spaces, Parks and Streets Preferred within the TRG area



Urban Design Framework

Urban Design and Architectural Character

Downtown Herndon

Throughout the TRG SAP process, the residents, Town staff and officials, and the project team emphasized the critical importance of the Town of Herndon’s distinct character. These annotated images illustrate the successful architectural, landscape and urban design elements that give the downtown its small town charm and pedestrian appeal.

Throughout Downtown, there are certain architectural and urban design elements which create an environment that is inviting, unique and

memorable to visitors. There are clear lessons that can be learned from this special area which can be applied to the TRG, in accordance with the clear preferences of the Herndon community.

The most successful of the Downtown blocks feature pedestrian-friendly elements such as continuous street walls, ground-level transparency and frequent, at-grade building entrances. These features make Downtown feel safe, friendly and human-scaled.

The architecture in some of the most compelling Downtown buildings features quality, tactile materials such as brick, rather than colder, less intimate material palettes, such as glass curtain wall systems. Attention to architectural detailing also contributes to the overall uniqueness of Downtown.

The outdoor spaces form a unique public realm. Tactile paving materials distinguish Downtown as special space within Herndon, and street trees, landscaping, and lawns introduce nature and

provide shade and heat reduction, while plazas add informal as well as programmable gathering spaces.



MATRIX OF IMAGES OF DOWNTOWN HERNDON



Recent and Proposed Nearby Developments

Throughout the public engagement process, significant feedback was received about the relationship of Herndon to the rest of Northern Virginia. While community comments and survey responses generally support adding density near the Metro in accordance with the principles outlined in this plan, many community members expressed concerns that added density would necessarily result in urban and architectural conditions similar to other recent developments along the Silver Line.

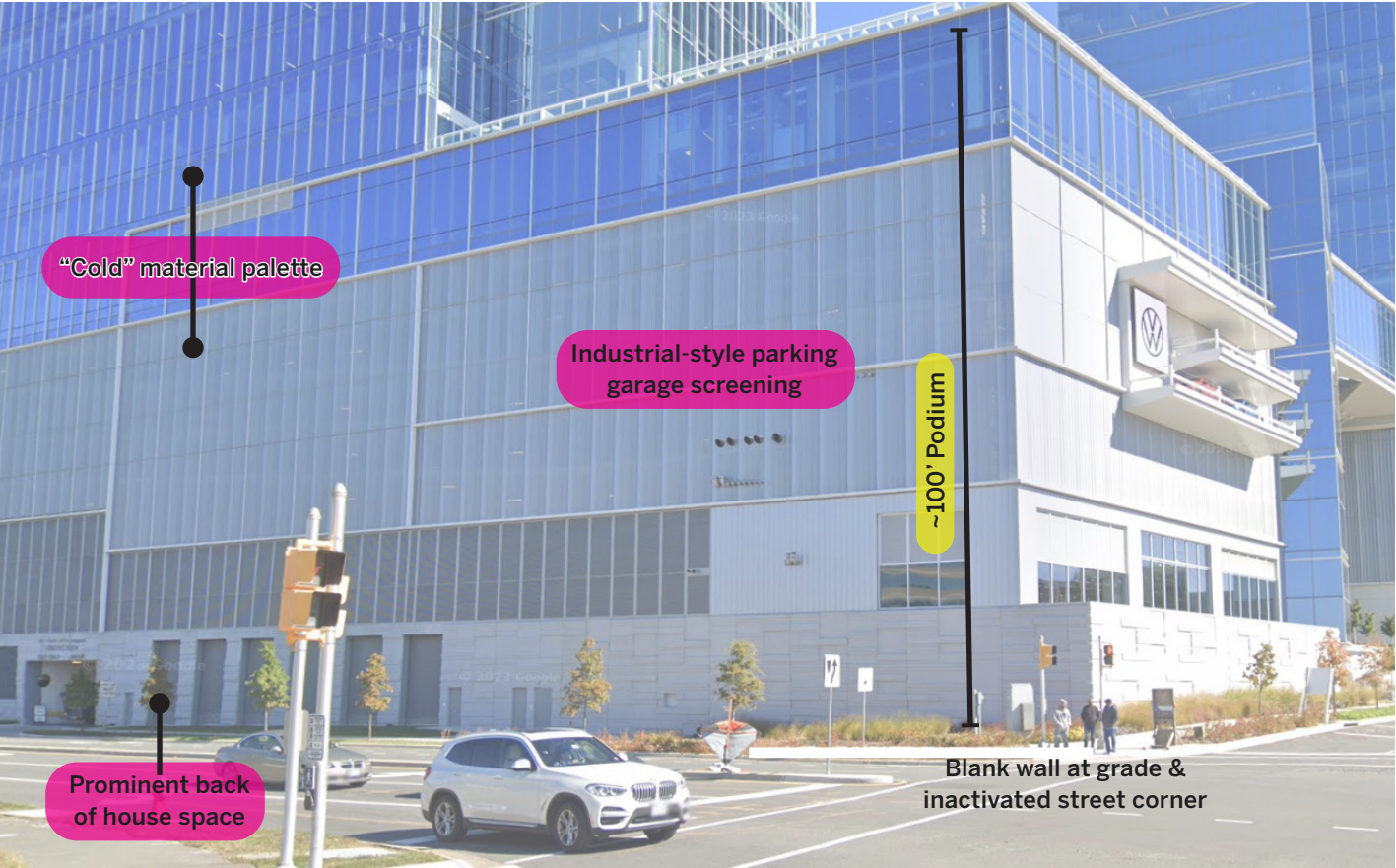
A common sentiment received during the engagement process was “we like to be near Reston, but we don’t want to be Reston.” Concerns were voiced in regard to the aesthetic quality of recent nearby developments. Common aesthetic criticisms of recent construction along the Silver Line included that both individual buildings and larger developments are “too cold,” “overscaled,” and “unfriendly” for “small-town Herndon.”

An example of one building that was identified as not appropriate for Herndon is shown to the

right. While its design may be appropriate for the building’s location outside of Herndon, this development can be seen as emblematic of the style that Herndon residents would not like to see replicated in their community. The annotations explain some of the design elements that are not appropriate for the TRG. These include the scale of the buildings, the lack of ground-floor activation, and prominent poorly screened or un-lined parking garages.

The public engagement process also demonstrated that the density which planned in the HTOC is out of scale for the TRG, which much act as the transition from the heights and density allowed along the Toll Road, to the low density residential neighborhoods to the north of the TRG.

ARCHITECTURAL ELEMENTS TO AVOID IN THE TRG



FANNIE MAE AT RESTON TOWN CENTER (EXISTING)



555 HERNDON PARKWAY IN HTOC (PROPOSED)

TRG Aesthetic

The architecture and urban design planned for the TRG should incorporate the most successful elements of Downtown Herndon and other urbanism best practices while allowing for a higher level of density and contemporary expression. While the building masses shown in the TRG plan are considerably larger than those in Downtown Herndon, the experiential and aesthetic conditions of the downtown should be comparable when adjusted for scale.

Future buildings in the TRG should eschew corporate or regionally repetitive design. An

important aspect of ensuring a unique sense of place is architectural design that acknowledges its immediate surroundings, the recognizable aspects of the town, and the developing aesthetic of the TRG.

While this plan distinguishes various areas of the TRG with specific building typologies, land uses, and some specific context-based characteristics, with the exception of the Sunset District, the TRG’s overall design narrative should be coordinated with a singular aesthetic legible across the entire plan area. Diverse yet unifying

landscape and building design techniques should be utilized to create a sense of place customized for the TRG but with identifiable references and compositions reflective of the Town of Herndon.

Context-specific design strategies will help generate a unique character for the TRG. The specific contexts of the Metro Arrival, Sunset District, Park Frontage, Parkway Frontage, and Residential Transition all present opportunities for specific design objectives.



Building Height Zones

Building heights are informed by site capacity, transportation, and utility capacities, building and construction types, market feasibility, and feedback from the public, Advisory Committee, Planning Commission, Town Council, Architectural Review Board, and town staff.

The approach is to:

- Respect the adjacent low-density residential neighborhood context
- Accommodate the highest density and taller buildings within the “Metro Arrival” 5-minute walk zone
- Frame both sides of the Herndon Parkway with multi-story building frontages, transforming the feel of the Parkway from freeway to urban street
- Provide transitioning heights from HTOC to TRG to the Downs

Building Height Zone 1 is bounded by the northern and western edges of the TRG and the proposed new public street parallel to Herndon Parkway. Buildings in this area should be either 3 or 4 stories and include residential townhouses or two-over-two and should be situated to ensure a continuous buffer with the abutting neighborhoods. If non-residential uses are incorporated, heights and design should respect the scale of residential structures within Building Height Zone 1.

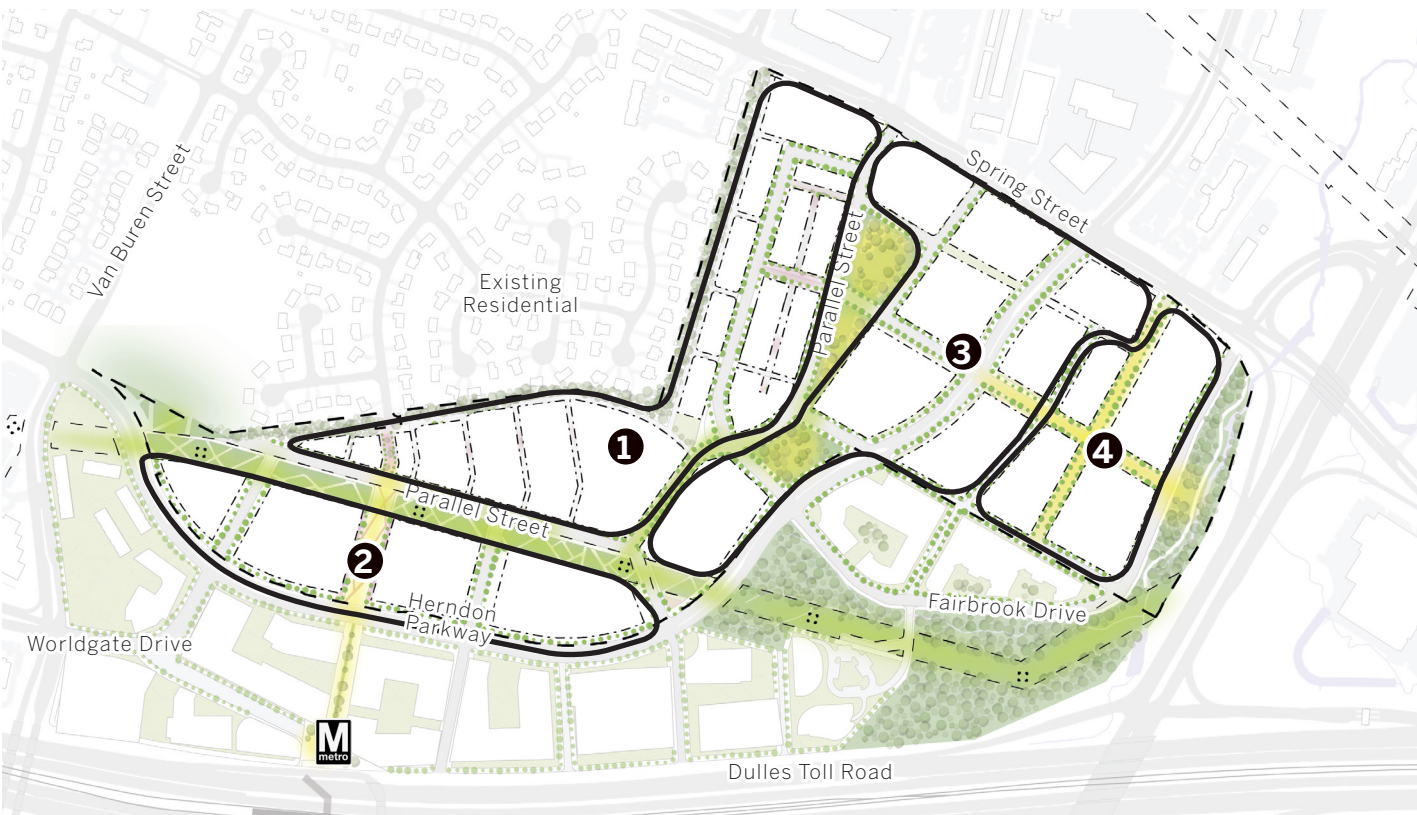
Building Height Zone 2 should contain the tallest buildings within the TRG with heights between 5 and 12 stories. This area is closest to the Herndon Metrorail Station and serves to provide height transition from the potential 20+ story heights of the HTOC across Herndon Parkway.

Building Height Zone 3, comprised of buildings fronting the Herndon Parkway and portions of Spring Street, the heights in this zone range from 5 to 8 stories. These buildings play an important role in defining the image of the TRG when arriving from Reston and traveling down the Parkway and help to establish the urban street wall of the TRG.

Building Height Zone 4 does not establish any different building heights from what exists today and that which has already been already approved for this area. Composed mainly of the Sunset Business Park, this area is envisioned to be updated but retained largely in its current form to include one-story buildings and a multi-story hotel.

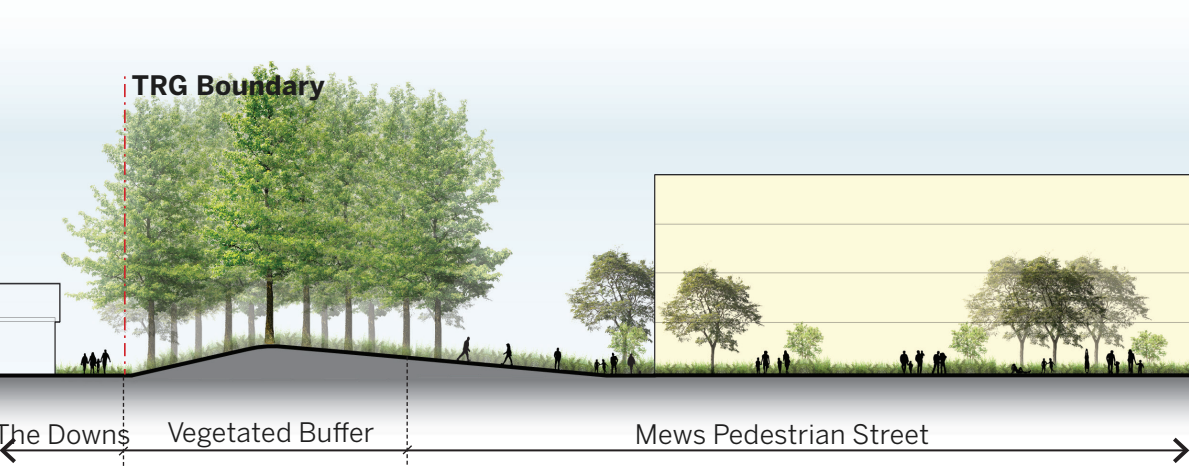
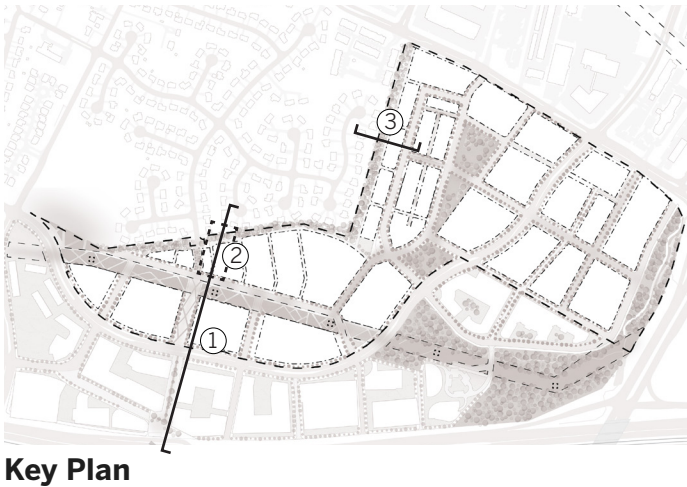
The proposed Building Height Areas shown on this page delineate a strategic categorization of zones within the TRG area. The prescribed heights take into account proximity to the Herndon Metro Station, and their direct access to major thoroughfares, such as Herndon Parkway and Spring Street, as well as their relationship to nearby residential uses. The diagram serves as a visual representation of the planned distribution of building heights and densities throughout the TRG. This categorization reflects a thoughtful strategy to optimize development intensity in areas with enhanced connectivity and direct access to arterial roadways and transit. This distribution of heights promotes efficient land use, seamless transition from the HTOC to residential community on the north side of the TRG, and contributes to the overall vision of a vibrant, transit-oriented community for the TRG.

BUILDING HEIGHTS AREAS

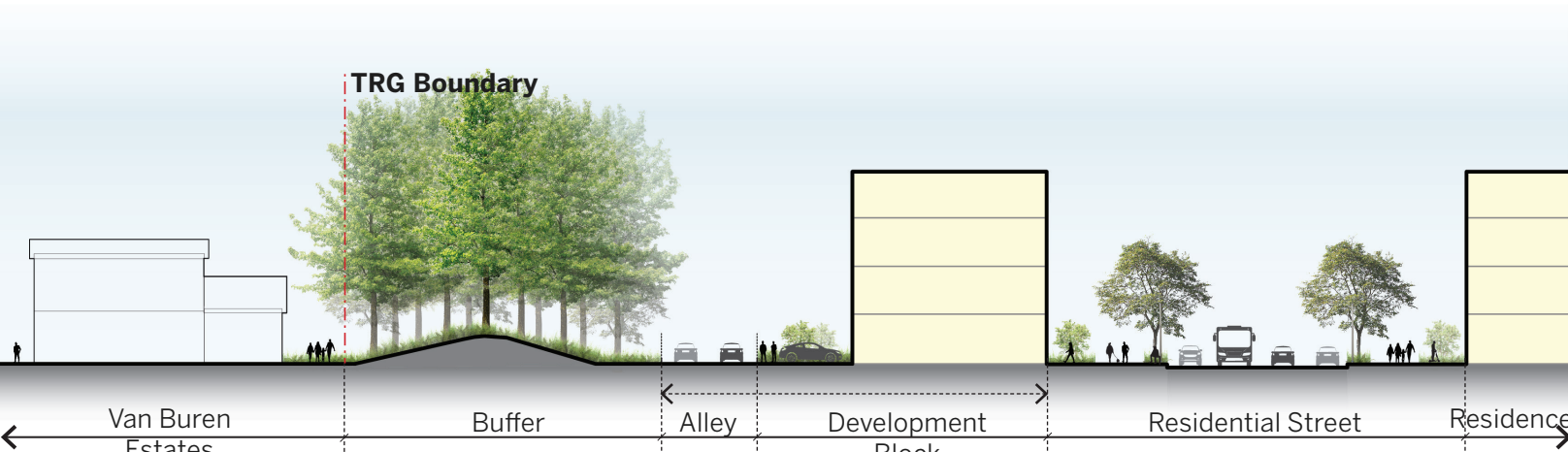


- ① 3-4 Story Building Heights
- ② 5-12 Story Building Heights
- ③ 5-8 Building Heights
- ④ Existing and Approved Heights Retained

Building Heights

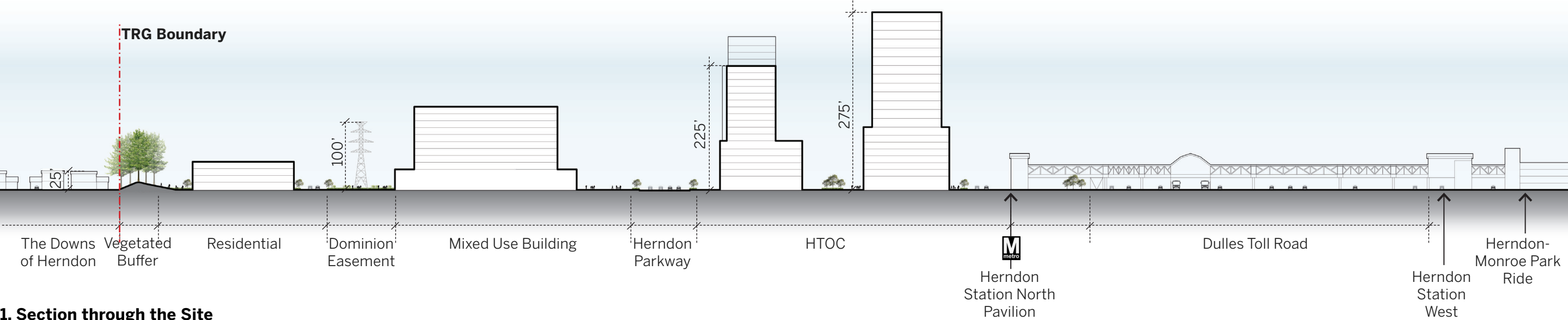


2. Section through the Buffer



3. Section through the Buffer on the Northern Boundary

TRANSECT | THE DOWNS - TRG - HTOC - HERNDON STATION

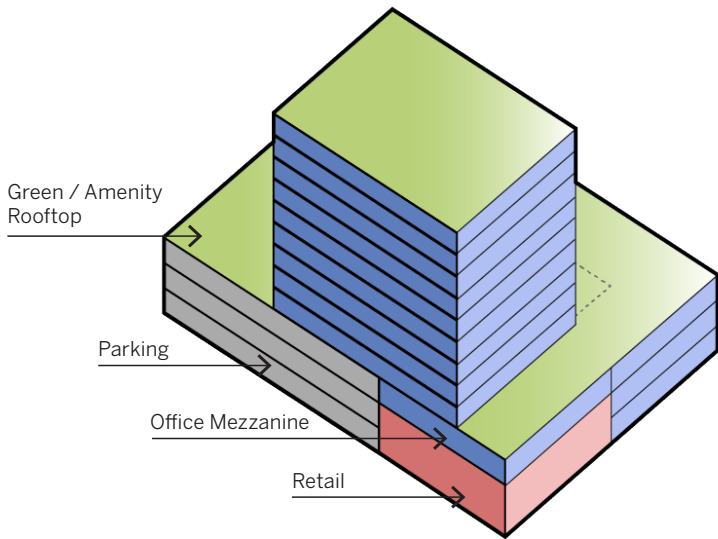


1. Section through the Site

Building Typologies

For much of the TRG, “podium” style buildings are appropriate for mixed-use development. Typical podium buildings feature bases of one to three stories (podiums) that have large footprints which can accommodate structured parking wrapped in “liners” of retail space, residential units or office lobbies, with office or residential towers on top.

The following guidance is created to ensure that these buildings are built and designed in such a way so as promote a vibrant urban realm in the TRG.



Preferred Podium Design

- Four-sided active ground floors are preferred
- Active ground floors provide a high level of transparency
- Architecturally appropriate awnings should be used to screen sun glare when necessary
- Appropriate active uses include restaurant, retail, public art and recreational facilities open to the public
- Appropriate active uses can also include highly transparent occupant activity centers and lobbies visible from the adjacent sidewalk, as well as private entries to dwellings
- Building zones shared with the public are encouraged with both multi-family and office
- Along sidewalks façades should abut hardscape to emphasize accessibility and transparency of the ground floor with potted plants to soften the experience and add interest
- Openings that provide public views into courtyards add to the pedestrian experience and provide an expanded sense of public space
- Ground floor design should encourage a range of retail types and sizes
- Lower levels should reflect traditional storefront patterns and rhythms to ensure a sense of pedestrian and small town scale
- A consistent façade pediment not to exceed 40 feet in height is preferred
- Traditional materials of brick or stone should comprise the majority of the facing on all sides of the lower levels of the building
- Warmer tones are encouraged
- The general architectural aesthetic, colors and materials should take their cue from the neighborhood in which they are located
- All materials should be durable and resistant to denting and fading

- Painted brick may be appropriate to differentiate storefronts
- Service portals should be located along secondary streets
- Service portals should be screened with solid overhead doors that reflect the aesthetic of the building
- Windowless walls are generally not appropriate along the ground floor, if a windowless wall is necessary due to internal operations art work and patterns should be incorporated
- Pick-up and delivery zones public streets should be designated and carefully designed as integral to the building
- Retail ground floors should incorporate standing space for curbside pick-up and delivery

Preferred Tower Design

- Upper floors should be set back from the lower façade pediment
- While upper floors are distinct they should relate to the podium
- Roof lines should be visibly distinctive
- Mechanical rooftop units should be screened by the building’s parapet other architectural rooftop structures or other methods of screening
- Windows should be operable
- Balconies extending or recessed are encouraged
- Rooftop and podium exterior outdoor space and work space for offices and multi-family is encouraged
- Façade materials should incorporate the ground floor primary material but additional materials may be appropriate
- Extensive fields of flat materials are not appropriate
- The general architectural aesthetic, colors and materials should take their cue from the neighborhood in which they are located

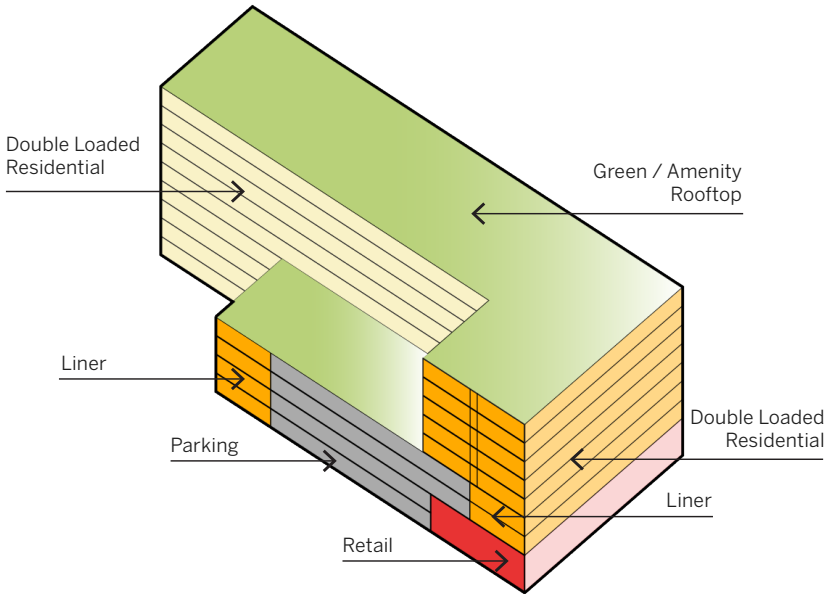
Building Typologies – Parking Garages

It is preferred that all garages are wrapped with “liners” having building program or active uses. If an exposed garage elevation is necessary, however, the following apply:

- Exposed garage elevations along the Herndon Parkway are not appropriate.
- Exposed garage elevations along the arrival plaza on the ground level are not appropriate.
- Any exposed garage elevations above the ground floor should be screened in a manner that enhances the building façade and obscures the openings.

- Garage knee walls should extend to a height that obscures headlights and taillights.
- Uninterrupted expanses of wall along ground floor façades, created by a garage or other factor, are not appropriate along the Herndon Parkway and the arrival plaza.
- Uninterrupted expanses of wall along ground floor façades, other than along the Herndon Parkway and the arrival plaza, should be avoided and minimized, but when present art or other decorative features should be incorporated.
- Screening should extend across the entirety of the exposed garage wall.

- Screening should be designed to add appeal and reflect the style of the building.
- Heavily vegetated panels may form an appropriate garage screen.
- Generally, mesh screens are not appropriate, but in some instances, multidimensional screens that provide color or color and images may be appropriate.
- If visible from open space, the façade of the garage can be used to further activate the open space.
- Artwork should be used to enhance the appearance of the screening and community input regarding the design of the artwork should be sought.
- Exposed garage rooftops should be used for landscaping and amenities.



Parking Garage Screening



1 Residential Liners

Wrap parking garages with active uses facing main streets, such as residential liners or retail frontage



2 Architectural Adornment

Garage façades can be screened with creative and bold architectural details and forms that are incorporated in some manner elsewhere in the building architecture. Such adornment should visually minimize the individual levels of the garage. Regardless of the element amplified



Structurflex Flex Façades

with the garage treatment, knee walls that block vehicle headlights are an important and necessary element.

3 Artwork Screening

Art screens can add visual interest and be an effective screening method. Artwork should coordinate with the architecture of the building and should include references or reflect some element of the Herndon community. The screens should only be used with garage knee walls that



Fytogreen Australia

block vehicle headlights and be designed as a permanent fixture or utilize a durable fabric that can be replaced as needed.

4 Living Walls

Living walls, with or without added architectural features, reflect the commitment to sustainable development within the TRG. Living walls should provide adequate coverage to obscure the garage opening. Such screening can be combined with other screening methods such as pieced panels.



Bok Modern

5 Perforated Panels

Metal paneling with perforation is a good option for obscuring open garages. They should be used in a manner that corresponds to the building architecture and provide an opportunity for unique graphic designs and images.

A Network of Open Spaces

The vision for redevelopment in the TRG is largely anchored by new open spaces. A network of parks, green spaces, and thoughtfully designed pedestrian-focused connections serve to define and connect the various neighborhoods of the TRG, provide amenity and recreation opportunities for those living, working, and visiting, and reinforce a unique Herndon townscape.

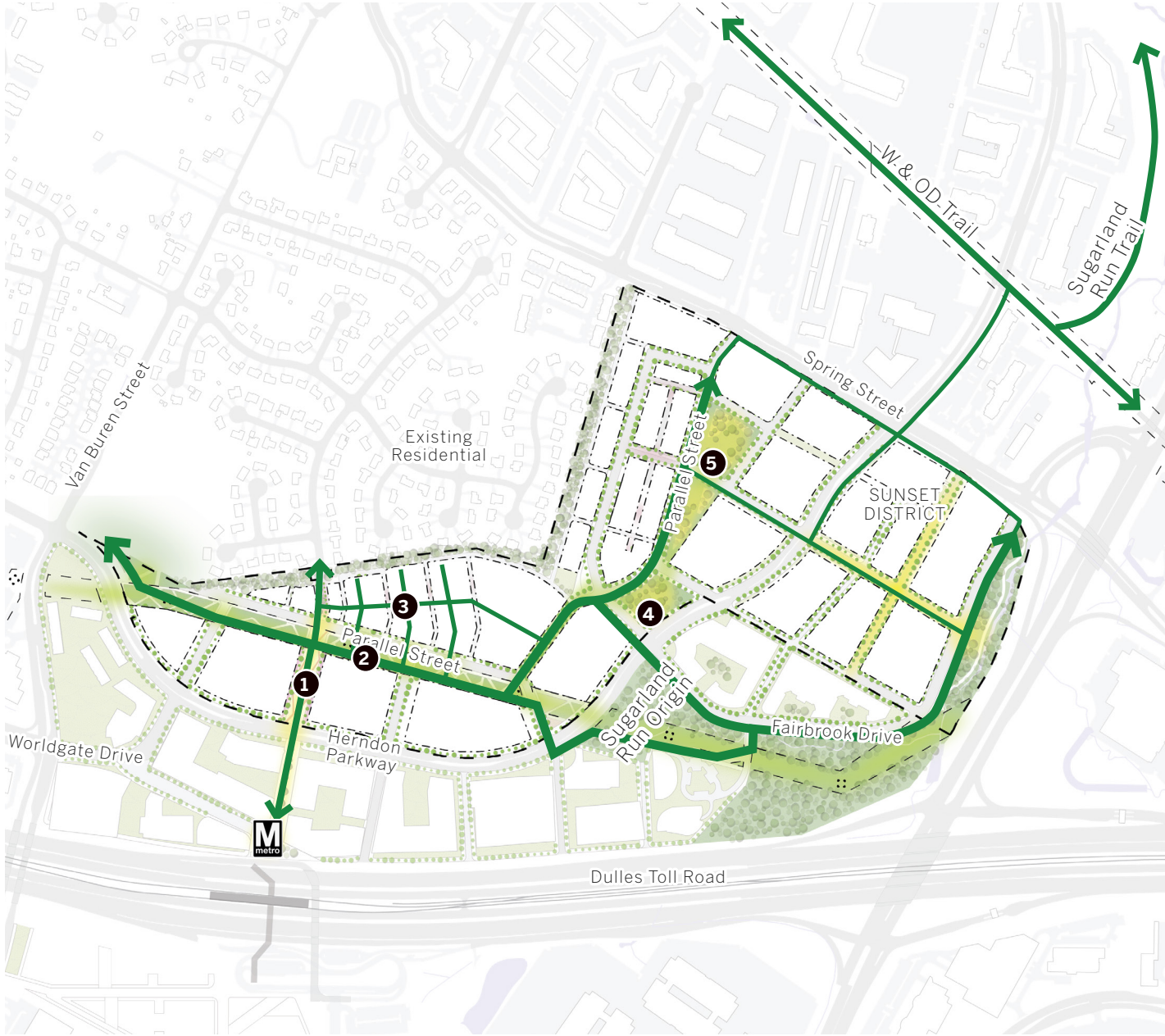
Of the 93 acres in the TRG, 14 acres (15%) would be dedicated to open space, as shown in the overall space allocation table below:

	Acres	%
Open Space	14	15
Development Blocks	48	52
Circulation	28.1	30
Buffer	3	3
TRG	93.1	100
Herndon Pkwy ROW	3	N/A

The TRG open spaces would be on private land, however they would be publicly accessible, and available for activities, programs, and events held and hosted by the Town of Herndon. The network of open spaces will allow for a mix of passive and active recreation as well as bioretention for stormwater management and maximized green infrastructure.

See following page for a description of each of the numbered spaces marked on the right-hand graphic.

- General design guidance for open spaces:
- Design of plazas and parks should be inclusive and equitable
 - Design of plazas and parks should exceed ADA minimum standards and allow ease of use and a positive experience for all members of the community
 - Plazas, parks and other open spaces should be designed with intent and drive as well as respond to the spatial arrangement of the neighborhood
 - The general architectural aesthetic, colors and materials of plazas and parks should take their cue from the neighborhood in which they are located
 - Plaza, parks and other open spaces should not be “remnant” or “residual” space
 - Ground plains should emphasize safe yet tactile paving materials, and designs and colors should be incorporated
 - Native species should be used extensively with use of non-native/non-invasive plants for seasonal color
 - Low-impact stormwater management systems should be integrated within the landscape to the greatest extent possible while retaining usable and programmable open space for both active and passive recreation.
 - An identifiable site furnishings aesthetic should be employed throughout the TRG to adhere to town standards within streetscapes.
 - Open spaces should incorporate creative focal points and opportunities for interaction, and programmable spaces for various events and pop-up uses.



Open Space Network Plan

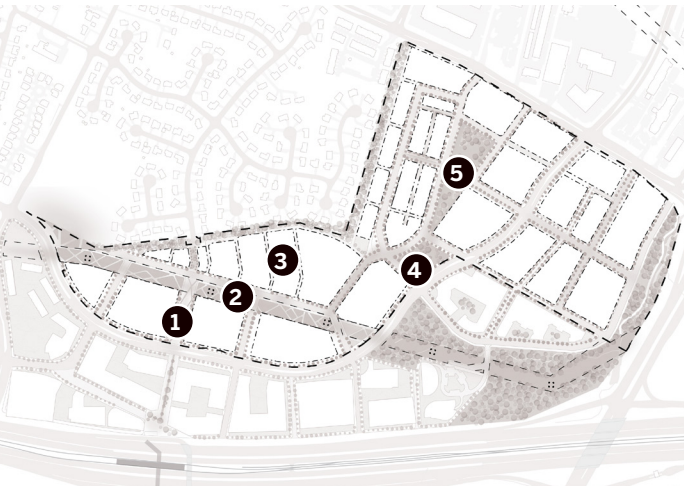
A Network of Open Spaces

1 Arrival Plaza

The Arrival Plaza will serve as an extension of the HTOC Promenade into the TRG. It will be the main point of arrival for commuters arriving from the Metro. The Arrival Plaza provides an opportunity for community programming and events such as markets, film screenings or other gatherings. *(More information and imagery for the Arrival Plaza is included in the “Context-specific Guidance” section of this plan.)*



ARRIVAL PLAZA PRECEDENT IMAGE



Key Plan

2 Linear Park

The Linear Park is a central feature overlapping the Dominion easement, converting a utility space into a public amenity. This park connects to the triangular park on the eastern area of the TRG, forming a corridor of green interstitial mobility through the site. The park would allow for small-scale community programming, such as busking or outdoor exercise classes.

The Linear Park should create a green swath through the community with design features that orient the eye to the ground plain and surrounding area and away from the overhead lines. It is both a recreational area and the location of dedicated pedestrian and cycling facilities.

The Herndon Parkway terminus of the linear park should provide a comfortable space for pedestrians and cyclists to enter and exit the Herndon Parkway streetscape while providing a shared use area for the public and occupants of the abutting property. The design can transition into a private space as it approaches the building which should have immediate access onto this open space.



PRECEDENT IMAGE, SHOWING LINEAR PARK UNDER POWER EASEMENT

3 The Mews

Mews are townhome communities that are laid out such that each home opens to a park-like pedestrian-only street. Alleys are provided behind the homes for vehicular access and parking. These types of communities are ideal for creating walkable neighborhoods, and for making safe space for children to play.



PRECEDENT IMAGE, SHOWING CHILDREN SAFELY PLAYING ON THE STREET

4 Gateway to Sugarland Run

This park offers a break in the Herndon Parkway street wall and offers a connection to the Sugarland Run origin, visible across the Parkway on the Fairbrook property. Sugarland Run runs along the Fairbrook property and borders the TRG at the Sunset District, this being the sole natural feature in the TRG.



OBSERVED ORIGIN OF SUGARLAND RUN

5 Triangle Park

Due to its central location, the Triangular Green will serve a diverse set of users including office workers, retail customers and residents, creating a vibrant space throughout the day. Due to its substantial footprint, central location and adjacencies, the Triangular Green is an ideal location for active recreation spaces, such as volleyball courts or workout equipment.



PRECEDENT IMAGE FOR TRIANGULAR GREEN

Linear Park

The guidance below focuses on the design and function of the Linear Park as a character-defining and unifying feature of the TRG.

A consistent design narrative should be employed for the extent of the entire park, from its east to west termini with Herndon Parkway. Where streets cross the park, decorative pavement treatments should be employed to offer visual cues of the pedestrian-centric zone and connect the various park segments into a continuous composition. The park should contain a dynamic and diverse palette of materiality, passive and small active recreation uses, and focal points such as artwork, interactive play features, and shade structures. The landscaping should allow for open lawn space and natural plantings with opportunities for pollinator gardens, small-scale urban farming, urban bio-retention, and other environmental sustainability measure demonstration areas.



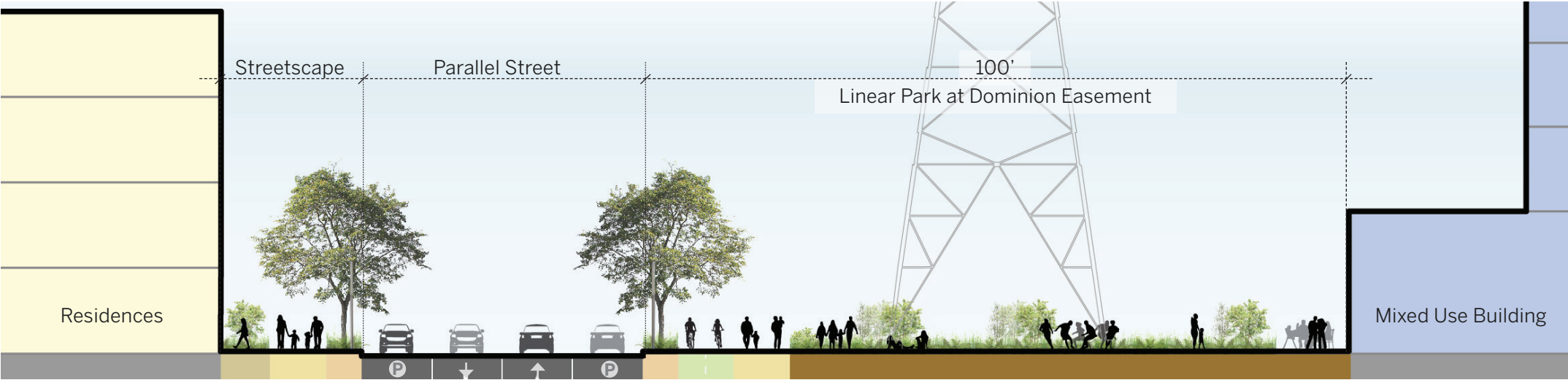
Key Plan

Amenities

- Seating/Front or Side Yard
- Pedestrian Circulation
- Landscape and Site Furnishings
- Cycle Track
- Linear Park



Rendering of the Linear Park looking towards the Plaza



Section through Linear Park

Metro Arrival Plaza

The guidance below focuses on the design and function of the Metro Arrival Plaza as a primary character-defining feature of the TRG and important focal point for the town.

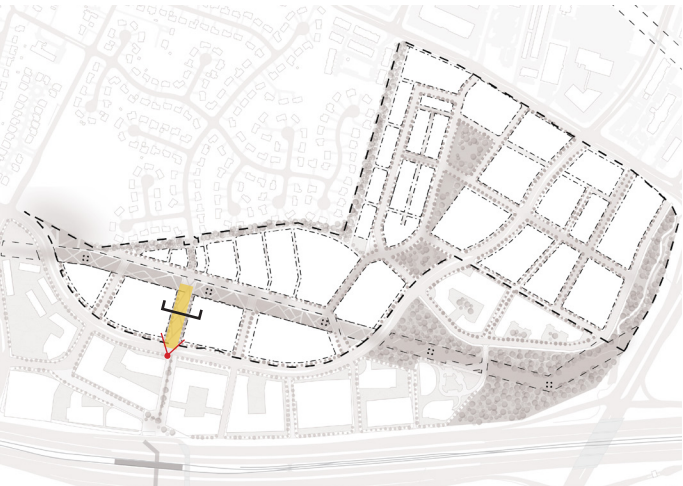
- General design guidance:
- Design of plaza should be inclusive and equitable
 - Design of plaza should exceed ADA minimum standards and allow ease of use and a positive experience for all members of the community
 - The plaza should be designed with intent and drive as well as respond to the spatial arrangement of the neighborhood
 - Parking garages should not be exposed along the plaza
 - The general architectural aesthetic, colors and materials of the plaza should take their cue from the neighborhood in which they are located
 - The arrival plaza should incorporate trees but provide adequate hardscape and open vistas to permit active programming of the space, with additional shade provided by a pavilion
 - The arrival plaza should incorporate an interactive feature to encourage visitors and residents to collect and enjoy activities
 - The design of the plaza and its individual features should encourage year-round use through shade during summer months and maximum sun and protection from wind during winter months

Amenities

- Seating/Front or Side Yard
- Pedestrian Circulation or Shared Street
- Landscape and Site Furnishings
- Seasonal Program/Activities Feature Zone



Rendering of the Metro Arrival Plaza looking from the HTOC towards the residential Transitional Area



Key Plan



Section through Metro Arrival Plaza

Bioretention and Stormwater Management

Effective stormwater management is essential for protecting our environment and building sustainable communities. Investing in green infrastructure for most-efficient performance, exploring reuse of water opportunities, and limiting impact of heavy rainfall and flooding can turn stormwater from an issue into a sustainable and valuable infrastructure.

Future development in the TRG should maximize green infrastructure to capture stormwater throughout the TRG, by employing the following strategies:

Vegetated roofs, or green roofs, should be used to cover parking garage podiums, not only for stormwater management, but also to provide amenities for building users by avoiding views to exposed garages and enhancing the property with amenity decks, adding a competitive advantage to the property.

Bioretention and biofiltration should be installed in green areas on the designated parks: Linear, Triangle and Square (see Open Space section), and should be designed to be a landscape utility and park amenity. Bioretention and biofiltration measures should also be installed on sidewalks, in the form of rain gardens or bioswales running along the landscape and site furnishings zone (see Transportation Network street sections).

Stormwater infiltration strategies should be employed, if the soil allows, for stormwater capture and drainage into the soil, allowing streams to recharge, such as the contiguous Sugarland Run.

Rain gardens, or bioretention planters, should be maximized on sidewalks. The SAP allows for wide rights-of-way with ample distance between the development blocks (see Redevelopment

Framework) to accommodate circulation and landscape amenity panels along the sidewalks with bioretention.

Rainwater harvesting cisterns should be employed as double-duty strategy for stormwater capture and potable water use reduction.

Pervious paving reduces runoff by infiltration, and should be maximized on hardscaped areas throughout the TRG, preferably by building frontages such as entrances and outdoor seating, parking/backyard and pedestrian streets on the Transitional Area, and the Arrival Plaza.



Vegetated roof on parking garage, Fairfax, VA



Rainwater harvesting cistern



Tanner Springs Park, Portland, OR, featuring park as both stormwater management utility and neighborhood amenity



Bioretention bioswale on sidewalk, Baltimore, MD



Pervious pavers demarcating entryways and pedestrian circulation next to fully grown rain garden



Pervious paving at on-street parking, pervious pavers at step-out zone, and narrow rain garden on sidewalk

Measures for Environmental Sustainability

Redevelopment in the TRG should follow environmentally sustainable practices. The strategies highlighted here are important for ensuring responsible and resilient growth in the TRG. These strategies apply to both landscape design and function, and building design and maintenance. Many of the strategies are depicted within the park section to visualize and exemplify options for implementation. Close coordination between the Town and property owners will be essential for ensuring and comprehensively deploying these measures throughout the TRG.



Ecology and Environment

- Use native plant species
- Find opportunities for pollinator gardens
- Leverage otherwise encumbered and residual open spaces for natural landscaping
- Support options for community gardens and urban agriculture
- Maximize tree canopy
- Discourage use of pesticides



Resiliency

- Employ urban bio-retention within parks and along streets
- Encourage green roofs and delayed release methodology
- Incentivize third party green building and infrastructure certification
- Minimize open asphalt and concrete areas



Energy and Carbon

- Seek passive building energy reduction
- Encourage use of on-site renewable energy sources
- Provide EV charging stations



Water

- Use low flow fixtures within buildings
- Support availability of on-site water recycling for irrigation



Waste

- Pursue options for limiting construction waste
- Support programs for waste reduction and increased recycling
- Ensure appropriate open space receptacles for litter management



Mobility

- Seek a modal balance for trips generated
- Ensure high service levels for pedestrians, cyclists, and transit users
- Provide safe, comfortable, and convenient facilities for active transportation
- Reduce single occupancy vehicle trips through TDM programs



Livability and Wellness

- Ensure connectivity of open spaces and pedestrian/bicycle paths
- Design blocks and street frontages around the pedestrian experience
- Allow a mix of uses where various activities can occur without the use of a car
- Allow a mix of housing types



Building Design

- Encourage use of locally sourced, sustainable, carbon-negative, and recycled materials
- Pursue methods for reducing heat island impacts
- Apply dark sky strategies to manage light pollution
- Use bird safe glass and other similar exterior elements
- Support the use energy efficient appliances and mechanical systems



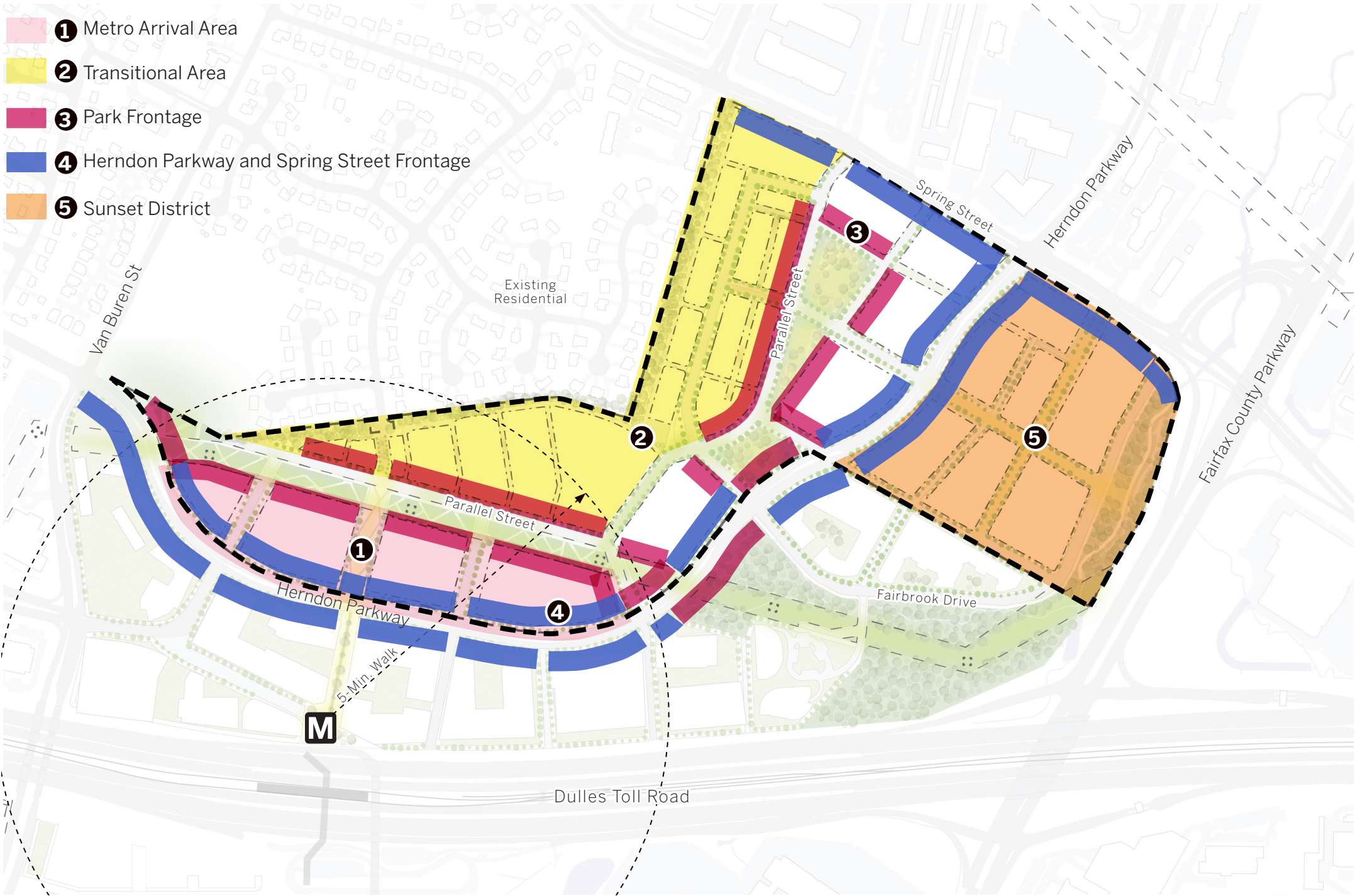
Urban Design Framework

Context-Specific Guidance

While the preceding sections in this chapter dealt with design recommendations encompassing the entire 93-acre site, this section establishes objectives for specific areas within the TRG.

The exhibit on this page lists and depicts specific context-based areas with objectives for design and character, thus meriting more specific design guidance. These areas occasionally overlap and the specific guidance for both contexts would apply in those instances.

More detailed direction on form and character for certain contexts are meant to ensure a diversity in creative and unique experiences and design treatments throughout the TRG that both respond to and reinforce the function and activation of open spaces and streetscapes, and the scale and use of the buildings.



Location of Various Contexts

Metro Arrival

The Metro Arrival area is within a 5-minute walk from the Metro and the most transit oriented area in the TRG. This neighborhood is set to be a vibrant place with a mix of uses including residential, office and retail. This is one of the two areas in the TRG with a planned concentration of retail.

The blocks closer to Metro along Herndon Parkway should be multi-story buildings (see preceding Heights and Massing section) with concealed parking garage structures (see preceding Building Typologies), leaving the area between the Linear Park and the existing neighborhood with low residential townhomes and/or two-over-two's.

The Metro Arrival Plaza is the terminus from the HTOC promenade, and creates an intersection with the planned linear park. As the plaza intersects the linear park, it discreetly connects through the residential mews to the existing pedestrian connector to the Downs neighborhood.

The top two photos to the right were top ranking images in the public Vision Survey for preferred open space type. These serve as precedent images showing the general atmosphere, depth and diversity in landscape design and function, and architectural and urban design elements at the podium level expected in similar fashion for the buildings and open spaces within the Metro Arrival area.



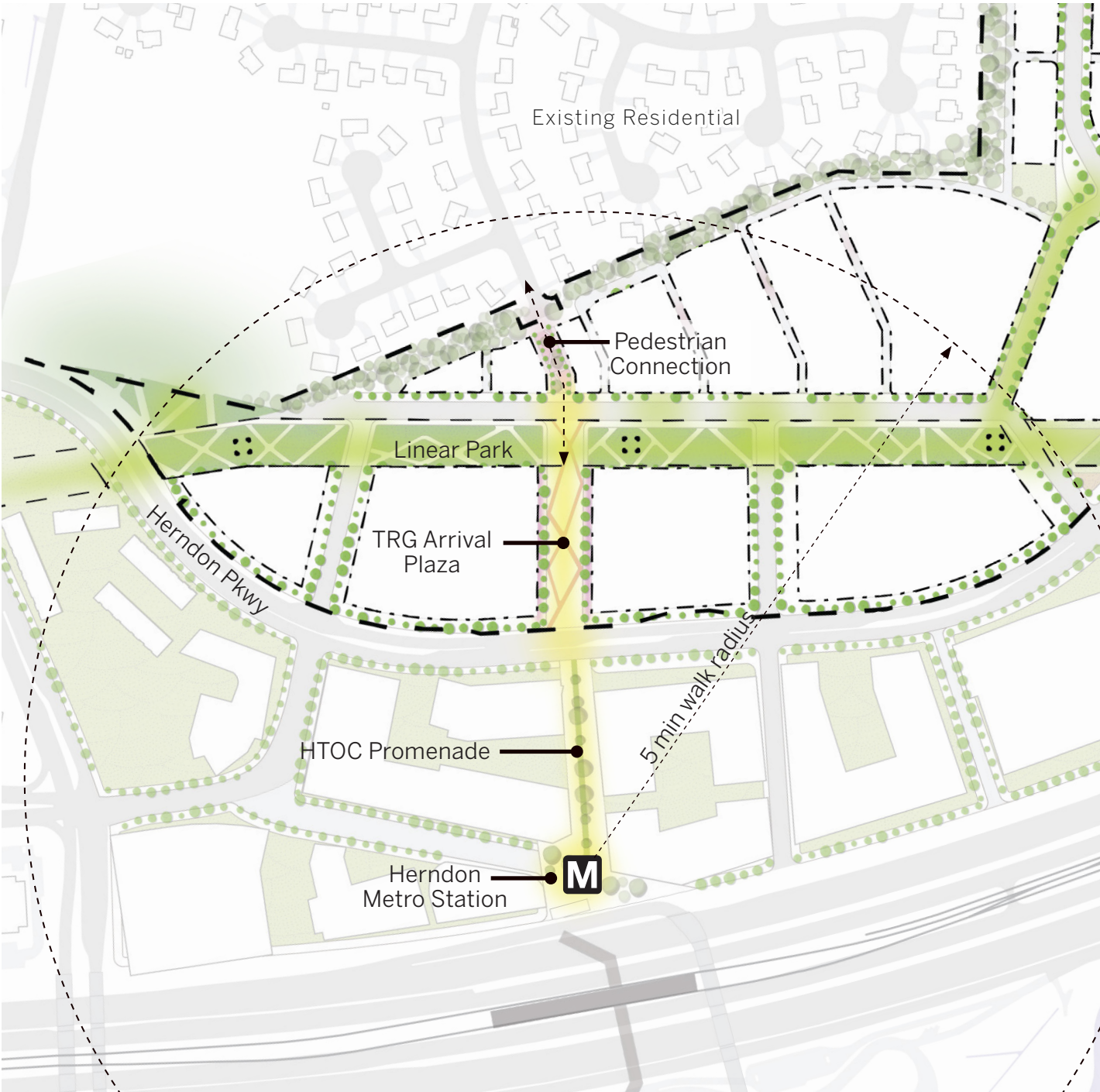
Union Station, Denver



Mosaic District, VA



City Center, DC



Metro Arrival Area

Metro Arrival –Design Strategies

The guidance below delineates preferred approaches for the Metro Arrival area as a gateway for the town and dynamic space with the highest concentration of density and the most balanced mix of uses in the TRG.

- Ground floors should be designed with activated facades and uses when fronting Herndon Parkway, the Metro Arrival Plaza, and the Linear Park.
- Activation can include lobby entrances, shop and restaurant entrances, private build zones with features such as café seating, and dynamic façade designs with transparency, pedestrian-scaled elements, and diverse materiality.
- Podiums should have a consistent height of around 30' with step backs for the upper floors to establish a consistent scale and stay below the transmission line cables.
- Façade design should avoid long spans without notable wall offsets, bays with unadorned walls, low opening to void ratios, and back-of-house service entrances or utility areas within areas of high visibility and pedestrian activity.
- The renderings offer representative concepts of building scale and mass, some basic strategies for ground floor design, and concepts for the open space designs. The building facade designs are not developed and are not intended to illustrate any specific architectural style.



Metro Arrival Plaza (top) and Linear Park (bottom) featuring design strategies – see preceding Recreation and Open Space section for details

Transitional Area

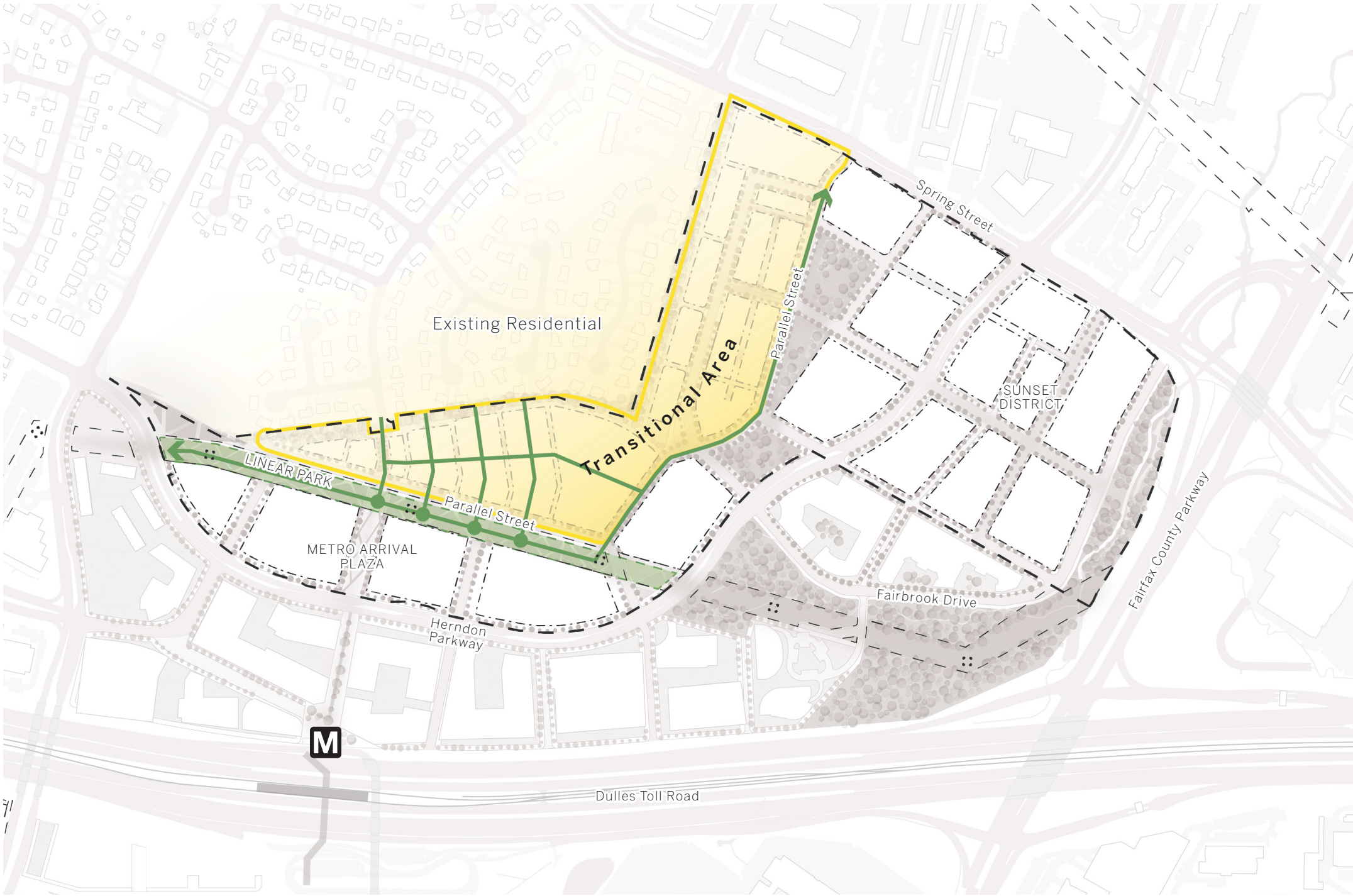
This is a low density residential area consisting of a combination of townhomes and two-over-two's serving as a density and heights transition between the existing single-family detached and townhome neighborhoods, and the planned higher density area fronting Herndon Parkway.

Pedestrians out front, cars in the back.

The portion of this area located south and west of the “Square Park” is envisioned as “mews,” anchored on open space, with pedestrian streets emanating from the planned linear park. This vision aspires to the highest standard of pedestrianized amenities, however the Plan allows the flexibility to provide a “shared street” or local/private street. The streets could be paved with impervious pavers instead of asphalt, as a traffic calming measure (if vehicles were allowed), and as a signal that the street is pedestrian oriented.



Image of pedestrian-oriented mews



Transitional Area

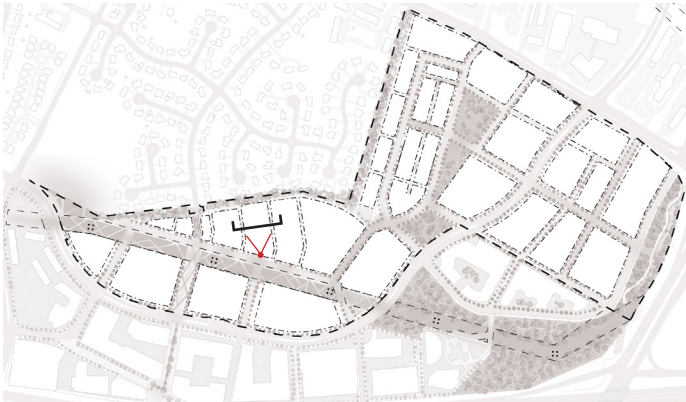
The conceptual rendering to the right depicts the vision for the mews: facing townhomes framing a residential open space, a combination of hardscaped and softscaped surfaces with tree-lined edges. The Typical Section shows the elements to be incorporated, and their arrangement.

- Town house and two-over-two's design guidance:
- Brick or stone should be the primary front and side façade material
 - Other materials may be introduced for decorative features and on the rear of the structure
 - Materials should be durable and resistant to fading, denting and warping
 - Additional rooftop structure adjacent to existing single-family detached residential should be limited

Amenities

- Front Yard
- Pedestrian Circulation
- Landscape and Site Furnishings
- Pedestrian Activities Zone

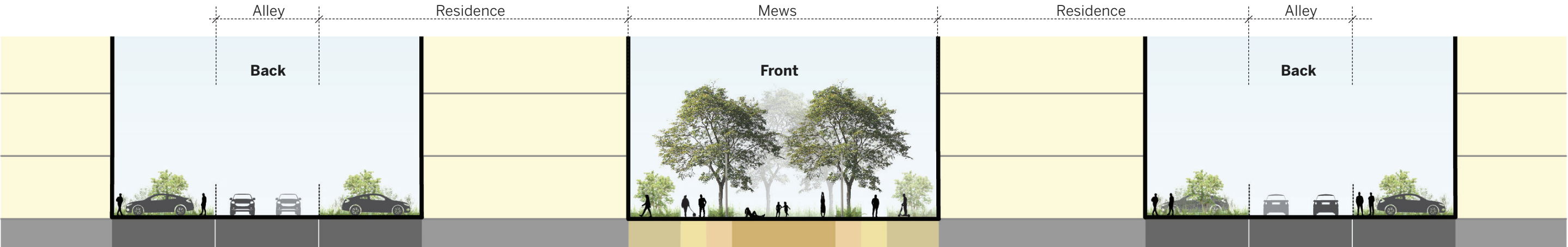
- The dimensions of the mews provide adequate space for multiple simultaneous activities and significant levels of sunlight.
- Façade materials display texture and a residential scale while keeping with the contemporary aesthetic of the TRG.
- A broad vegetative screen or buffer shields the existing residential homes outside the TRG from development within the TRG.
- Alleys, rather than through streets, are located in proximity to the edge of the TRG.
- The buffer area can include open space amenities and pedestrian areas but must provide a continuous screen



Key Plan



Rendering of a mew-style pedestrian street



Typical Section through residential mews

Park Frontage

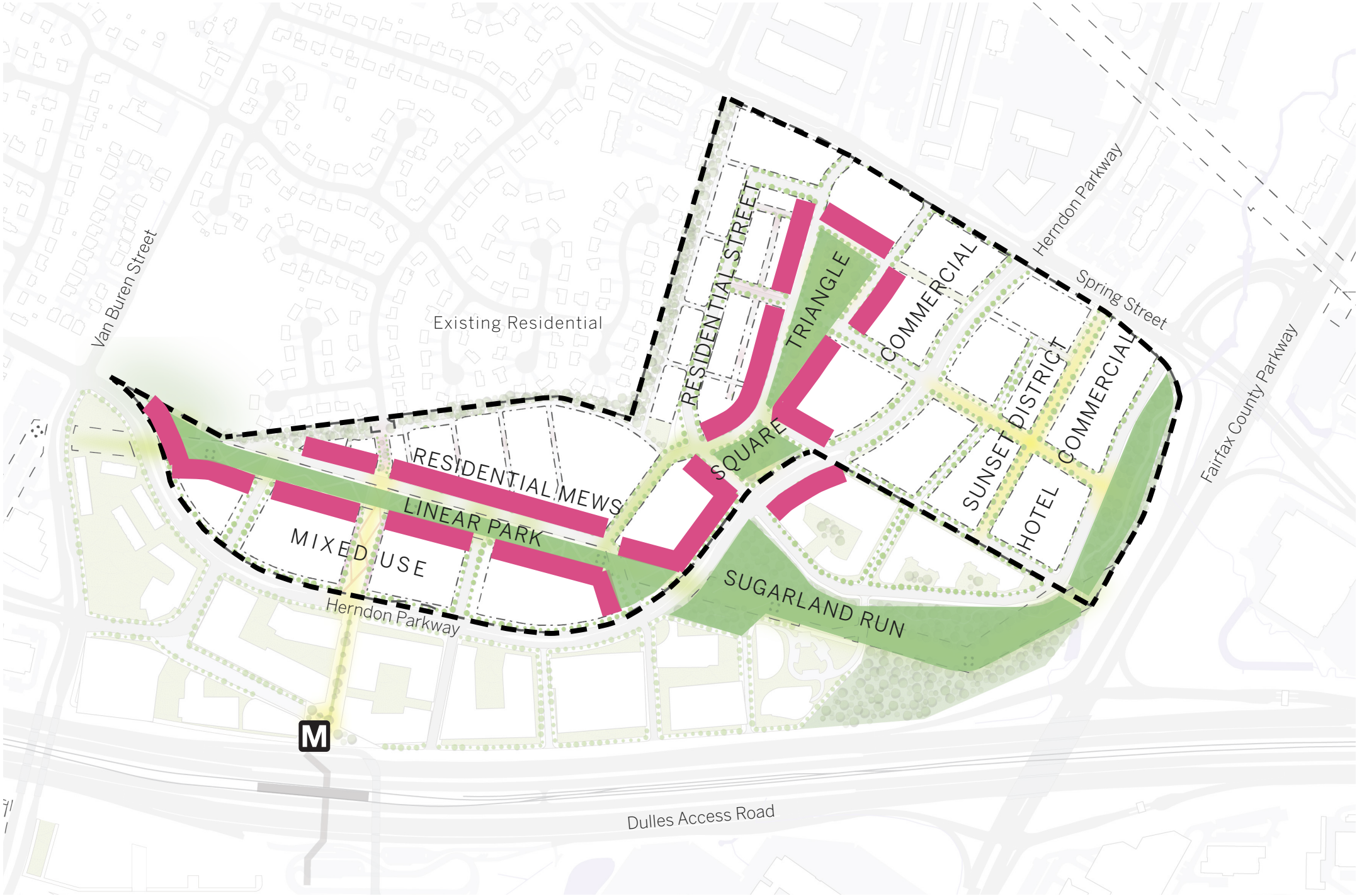
The redevelopment framework plan strategically places development blocks shaping the network of open spaces, and fronting parks within and outside the TRG. The planned linear, square and triangle parks in the TRG provide the competitive advantage of having a substantial amount of linear feet of development façades fronting open space. This advantage also occurs with parks outside the TRG, like in the case of the development block fronting the Fairbrook greenery, promising a development with great views in the future.

- General design guidance for buildings facing parks:
- Façades should have fenestration on all floors with building program having views to the parks
 - Parking garages should be concealed by building liners, see preceding Building Typologies section for “liners” definition and graphics
 - Ground level access to parks is encouraged, such as: garden apartments and access to amenities or retail
 - Potential amenities with park access could include office lobbies, coworking spaces, gyms, cafes, libraries, among others
 - Curb cuts along Herndon Parkway must be limited to the public and private streets. Mid-block vehicle access should not be provided.

Development Fronting a Park

Parks

TRG



Park Frontage

Park Frontage

The conceptual rendering to the right offers a potential view to an area of the Triangle Park, taken from the residences fronting it.

The Triangle Park should form a green oasis within the TRG, where larger shade trees and lawn offer a mix of shade and open space. Lawn games can be incorporated into the design as well as quite areas for relaxing, reading and conversing. This rendering offers just an idea of a way to populate the park, such as, with child’s play area, picnic or lunch tables, and a combination of hardscaped and softscaped surfaces. The surrounding buildings are fully fenestrated, with “eyes on the park.”

The Square Park forms an important transition and gateway from the TRG Spring Street neighborhoods to the more urban Metro-centric HTOC and portions of the TRG. This green space extends the natural Sugarland Run parkland on the south side of the Herndon Parkway, to the north side of the Parkway. Emphasis should be on the lawn and trees while providing a small pop-up retail structure or programmable food truck area in its ultimate buildout.

Guidance on the linear park is provided in the Open Space and Recreation sections of the Urban Design Framework chapter.

Amenities

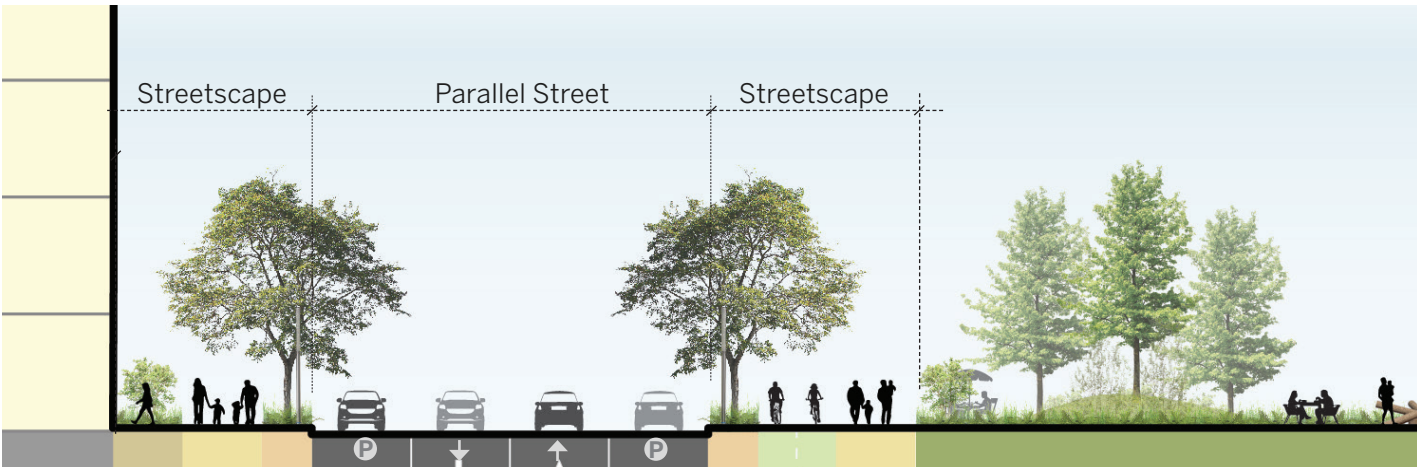
- Seating/Front or Side Yard
- Pedestrian Circulation
- Landscape and Site Furnishings
- Cycle Track
- Park



Rendering of the Triangle Park



Key Plan



Site Section through the Triangle Park

Herndon Parkway and Spring Street Frontage

The Plan envisions the look and feel of Herndon Parkway to be fully transformed with a new urban “street wall” of building mass intertwined with pockets of open space. While the purpose of Herndon Parkway will still be to convey motorized vehicles, it will change its look and feel from “throughput” to “place”, establishing an area with a new sense of identity for the Town of Herndon.

This frontage will serve to define the identity of the TRG and in many cases the town given its visibility for those traversing the town to and from Reston and those accessing the Herndon Metrorail Station. As such, thoughtful and quality building and streetscape design will be important.

- Building frontage should be at 30’ from the existing curb, to frame the parkway with an urban streetwall, while also allowing ample sidewalk for multimodal circulation and amenities (see Street Sections)
- Parking garage structures along Herndon Parkway should be concealed behind building liners (see Building Typologies)
- Mixed-use and commercial buildings are expected to have activated ground floors along these frontages, with lobby entrances, shop and restaurant entrances, private build zones with features such as café seating, and dynamic façade designs with transparency, pedestrian-scaled elements, and diverse materiality
- Residential frontages are expected to have activated ground floors along these frontages with lobby and amenities entrances, walk-out residential units, and diverse and appropriately scaled building elements
- These frontages should not have large spans of façades without notable wall offsets, bays with unadorned walls, low opening to void ratios, and back-of-house service entrances or utility areas

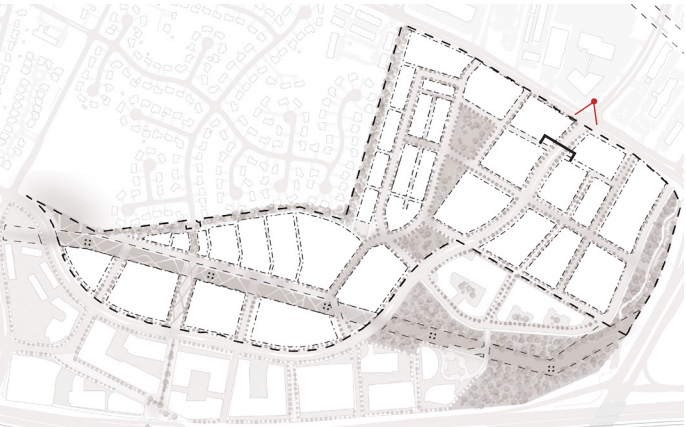


Street Frontage Diagram

Herndon Parkway and Spring Street Frontage

This conceptual rendering illustrates the potential Herndon Parkway upon entering the TRG coming from Reston or Downtown Herndon. The depicted urban streetwall is at the aforementioned 30’ offset from the curb, however architectural articulation in the form arcades, colonnades, overhangs and upper setbacks may be used to add to visual variety.

The rendering offers an idea of the building scale and mass, some basic strategies for ground floor design, and concepts for the streetscape designs. The building façade designs are not developed and are not intended to illustrate any specific architectural style.



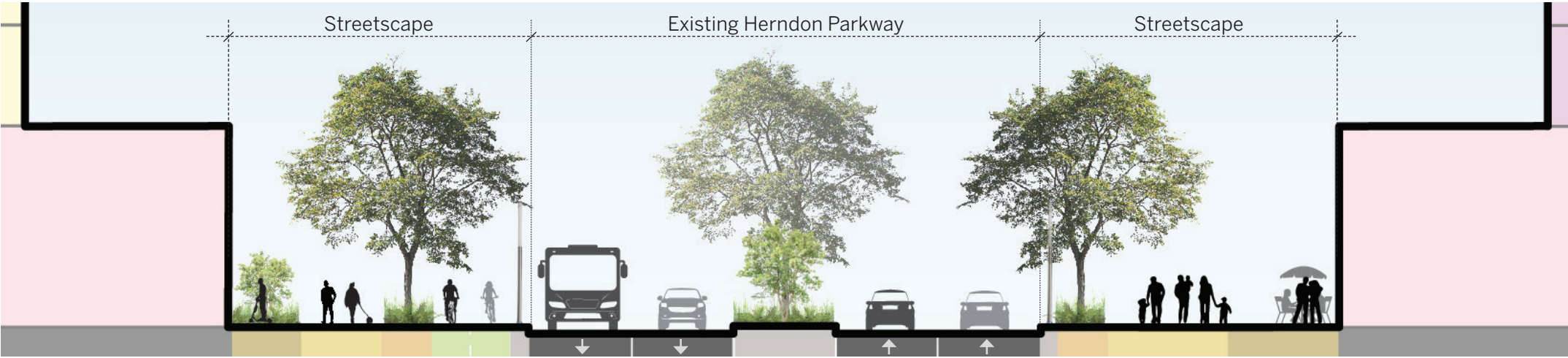
Key Plan

Amenities

- Seating/Frontage
- Pedestrian Circulation
- Landscape and Site Furnishings
- Cycle Track
- Buffer



Rendering of the Herndon and Spring Street gateway to the TRG



Section through Herndon Parkway

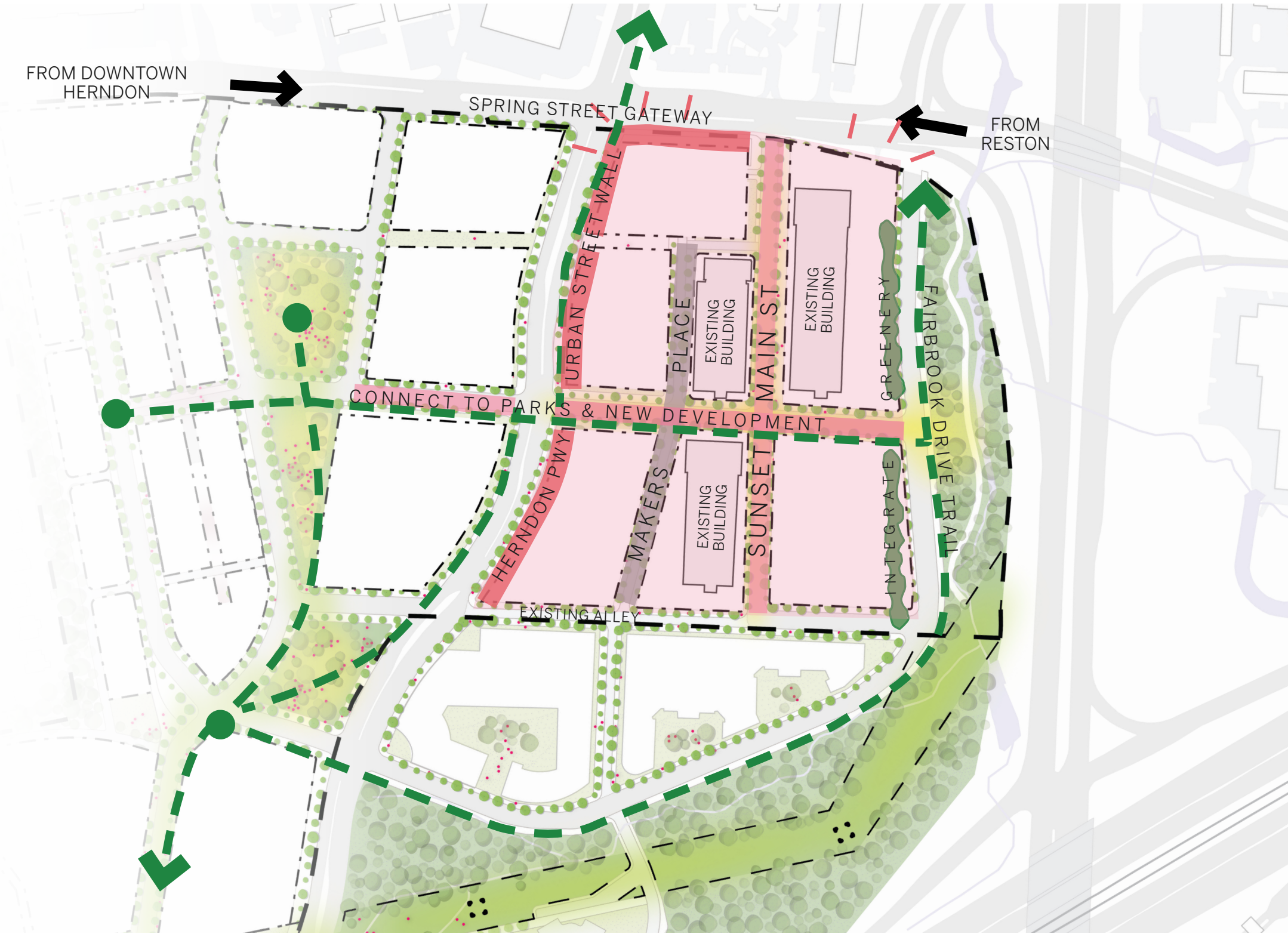
Sunset District

The TRG-SAP envisions a transformative landscape seamlessly integrating creative office spaces within the Sunset Business Park to enrich connections with Sugarland Run. This vision revitalizes the business park, positioning it as a dynamic hub fostering economic growth and community engagement. The incorporation of creative office spaces is pivotal, fostering collaboration, innovation, and a progressive work environment. With a commitment to connectivity, the TRG project strives to forge links to Sugarland Run, cultivating a holistic urban experience that emphasizes sustainability, accessibility, and a dynamic mix of uses in the Sunset District.

The Plan seeks to transform this area from a parking lot driven business park to a great urban public realm. To achieve this, some of the front door parking along the renamed “Sunset Main Street” must be relocated to back of house areas. “Makers Place” is the designated service street and “back of house” for the district.

Building façades along Makers Place are not required to be on the edge of the block, so that buildings can be pulled back and allow open air areas like service yards or outdoor work areas or surface parking; this is the only area in the TRG where surface parking is allowed, as long as there is building frontage on Herndon Parkway, Sunset Main Street, and Spring Street.

The existing Sunset Park Drive would be transformed into a “main street,” hence the new name “Sunset Main Street.” A reduced roadway and widened sidewalks with street trees and outdoor seating would bring to this area the “small town feel” that Herndon residents are so enamored with, but with the industrial (and funky) vibe that brings about the unique identity of the Sunset District. A feel similar to that of Union Market in DC, but with the local Town flavor.



Sunset District

This conceptual rendering illustrates the parking conversion to sidewalk, with on-street parallel parking. An area presently filled with cars becomes a place, alive with human interaction and greenery.

Buildings within the Sunset District should embrace and reinforce the eclectic atmosphere of Sunset Business Park with creative and innovative architectural expressions that, while still designed at pedestrian scale and oriented for the pedestrian experience, exhibit some bolder expressions that establish a character specific to the Sunset District. The use of artwork and colors in the building and close integration of the building with equally eclectic and very robust streetscape should be employed within this area. There is also the opportunity for specific signage standards that provide more flexibility in design and location.



Key Plan

Amenities

- Seating/Frontage
- Pedestrian Circulation
- Landscape and Site Furnishings



Rendering of Sunset Main Street



Urban Design Framework

Equity Framework

The TRG Small Area Plan Vision reflects the insights of diverse stakeholders including the property owners, businesses, residents, community organizers, elected leaders, town staff and the general public. As a guiding document looking to the future, this plan has identified a vision for the area – from transportation to landscape to housing and more. The vision was developed using an equity lens from the beginning by reflecting on the past and present. As the Town of Herndon moves towards implementing this vision and making it a reality for a more equitable and resilient TRG, it will require assessment of Equity metrics established by the Town of Herndon at regular intervals to advance the Plan’s objectives through stakeholder collaboration. As a part of this process, eight building blocks to guide growth and development in the study area. These are:

Cultural Sensitivity

Future development should prioritize cultural sensitivity by recognizing and honoring the distinct cultural backgrounds of the impacted communities. All future growth and progress should be influenced by a wide range of voices, including individuals from diverse backgrounds, cultures, and expertise. Extensive community involvement in project assessments and appraisals is of utmost importance. Establishing an open channel of communication with the community and stakeholders is crucial, integrating equity strategies into every phase of the planning and development.

Inclusion

To ensure progressive change in the TRG, it’s essential that the Town of Herndon collaborates closely with the stakeholder community including property owners to establish project equity strategies. Based on stakeholder and public engagement, future development in the TRG should prioritize creating a sense of belonging by accommodating a wide range of human conditions, considering factors like age, mobility, visual capability, neuro-divergence, language, culture, environmental sensitivity, socio-economic

status, and religious affiliation. Every new development should embrace universal design principles to ensure accessibility and inclusivity for all members of the community, fostering a more welcoming urban environment. Incorporating feedback from public engagement sessions into equitable design strategies will remain crucial throughout this process.

Advocacy

Advocacy is an important pillar of evaluating equity by placing a special emphasis on marginalized and low-income communities. All future development should prioritize inclusive design by adopting practical approaches that consider the unique needs of these communities, ensuring that public spaces and infrastructure are accessible and functional for all future residents of the TRG. Development strategies should be carefully crafted to ensure that underserved communities, including low-income residents, communities of color, immigrants, and others at risk of being left behind, benefit from the transformation. This can be achieved by incorporating affordable housing options, job opportunities, and educational resources within development of properties. Evaluating equity also requires assessing how responsible and impactful investments should be made to guarantee that lower-wealth residents can reside in culturally rich, healthy, safe, and opportunity-filled neighborhoods, ultimately fostering greater social and economic equity within the urban environment. Region-wide best practices should be looked into to integrate proven approaches that promote equitable urban development. All future initiatives should rectify specific gaps in urban performance, such as food deserts, park deserts, and amenity deserts, and make its data and research transparent and accessible to the community and stakeholders, actively advocating for the community’s interests.

Access

Equity through access can be ensured if spaces are welcoming to everyone, incorporating areas designed for diverse income levels, and accommodating

both housed and unhoused individuals, with public spaces that encourage gatherings and inclusivity. Accessibility, comfort, and usability should be paramount for any new development in the TRG, reflecting the principles of universal design and sensory impairment sensitive design to cater to people of all backgrounds and abilities. As exhibited by the plan, future development must prioritize interconnectivity and non-segregation principles by providing public and open spaces within a short walking distance, easy access to transit, and proximity to community amenities.

Safety

Future development should prioritize both physical and neurological safety, fostering a sense of security through transparent façades and the “eyes on the street” concept. It should also promote a vibrant public realm with safe programming and enhance interconnectivity and permeability through varied density and open space planning. Furthermore, changes in the future should align with this vision to support land use changes that prioritize safety, and incorporate design features that cater to neurodiverse inhabitants. Functional security features should be seamlessly integrated into the community-focused design, facilitating meaningful interactions while ensuring safety. Resiliency measures against climate change and natural disasters should be integrated in any future development, protecting the community and exceeding local safety standards to ensure long-term sustainability and equitable safety.

Health and Well-being

Physical health and mental well-being is crucial when implementing the Plan for the future TRG area. This can be done by ensuring residents, workers, students and all users of the spaces here have access to quality outdoor views, minimizing noise pollution for a comfortable environment. Active programming in commercial areas should be designed to contribute to the neighboring community, fostering inclusivity and shared benefits. Any new development should

enhance the environment and improve the quality of living by creating a microclimate managed through shading and tree coverage, thereby providing a comfortable and green outdoor environment for all residents. An active lifestyle can be encouraged by development partners through improved walk and bike scores by offering high-quality open spaces, playgrounds, and robust pedestrian and biking infrastructure within easy reach.

Community Prosperity

Prosperity is at the core of any successful community and an important goal of the TRG Vision. This can be achieved by providing spaces for local businesses, minority-owned, women-owned, and small businesses, and by incorporating retail spaces and community facilities that cater to the neighborhood’s needs. Providing economic opportunities for the local population is also essential. As envisioned for Sunset business park – diverse economically-focused initiatives should continue to be prioritized, such as introducing new incubators, co-working spaces, a variety of retail spaces, and local community anchor spaces. It should also involve the utilization of local artists and locally-sourced labor promoting economic empowerment and inclusivity. The inclusion of community facilities like community kitchens, daycare centers, and other resources can enhance the quality of life for residents, particularly those from racially marginalized backgrounds.

Advancing equity is inextricably linked with prioritizing diverse housing access by including a range of housing types, including social, affordable, and inclusionary housing, to cater to the needs of different income groups and promote economic diversity. Strategies for the inclusion of unhoused individuals and people from all socio-economic levels should also be integrated in planning any new development to ensure that the benefits of the urban design are accessible to a broad and inclusive community with the TRG and beyond.

An aerial photograph of a suburban development, featuring a mix of residential housing, commercial buildings, and a large parking lot. The image is overlaid with a semi-transparent blue filter. The text "Traffic Impact" is centered in a large, white, sans-serif font.

Traffic Impact

Traffic Impact

Background

Note: The text below is a summary of the Traffic Impact Analysis by VHB, included in Appendix B.

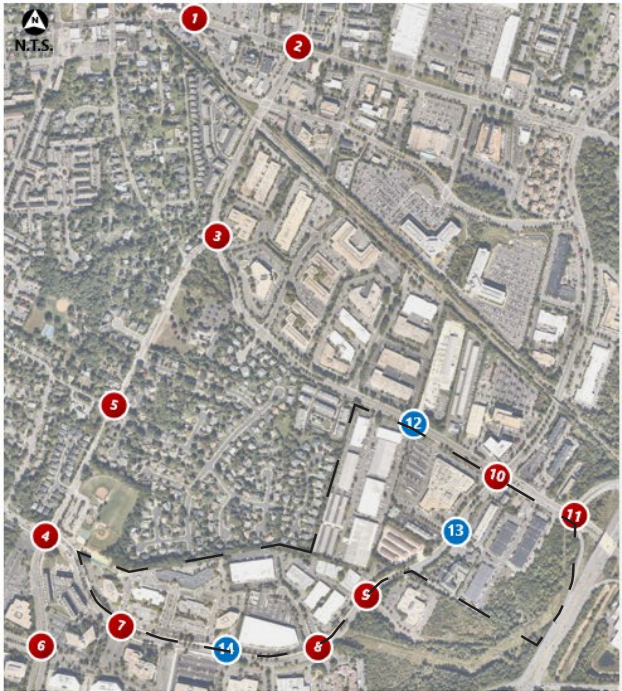
In support of the Transit-Related Growth (TRG) Small Area Plan, a transportation analysis was conducted to evaluate the projected transportation impacts of multiple development scenarios, compare those impacts to a baseline no-development scenario, and identify the need for transportation improvements. The analysis shows that, even in the absence of additional traffic volumes associated with proposed TRG development, the “bookends” of the Herndon Parkway corridor – Van Buren Street and Spring Street – are projected to experience operational challenges. Given this finding, the study team determined that the planned extension of Fairbrook Drive to Spring Street is needed to alleviate traffic pressure on these “book-end” locations even in a no-development scenario. **With the Fairbrook Drive extension, as well as a robust internal street grid within the proposed TRG, the transportation system is able to absorb the incremental traffic generated by the TRG development with supplementary transportation improvement projects.** This street grid, in conjunction with the urban mixed-use development pattern planned for the greater Herndon Metro Station vicinity, will mitigate the quantity of vehicle trips on the external roadway network.

Study Methodology

The current TRG study is not the first planning effort completed by the Town of Herndon in the vicinity of the Metro Station. The Herndon Metro Station Area Study, completed in 2012, outlined expected development within the Herndon Transit-Oriented Core (HTOC) area. In 2017, a transportation planning study was completed to identify a potential density and land use mix for the TRG

area. These prior studies informed this new TRG study via the adoption of consistent methodology and assumptions, as well as the incorporation of findings and recommendations made in these previous studies. The following intersections comprise the TRG transportation study area in support of the Small Area Plan

Consistent with prior studies, VISSIM microsimulation was utilized to model the transportation



system, including vehicular and pedestrian traffic at the study intersections. The TRG is a 20-year plan that will require time and market conditions to achieve full buildout; as such, a 2045 design year was selected to analyze the projected traffic conditions associated with TRG buildout. There are a substantial number of roadway and development

projects planned within the study area that were accounted for within all 2045 traffic modeling, including:

- Funded roadway improvement projects at Herndon Parkway / Van Buren Street and Herndon Parkway / Spring Street.
- Unfunded, but planned, roadway extension of Worldgate Drive.

In addition to accounting for the traffic growth associated with HTOC and Fairbrook developments, the TRG study also conservatively assumed a 1% annual growth of traffic volumes, consistent with prior studies. The study developed a 2045 traffic volume forecast that included no new TRG development traffic and then modeled the transportation system under that traffic demand to project a 2045 baseline operating condition for the roadway network. The TRG study team subsequently developed three different TRG development scenarios that included varying density and development patterns. The transportation impacts of these scenarios were evaluated, which identified that a new road parallel to Herndon Parkway was critical to alleviate pressure from Herndon Parkway and provide multimodal access to TRG parcels. With input from the Town of Herndon, a Preferred Development Scenario was then identified, and the transportation impacts were evaluated.

Level of Service Metric

A microsimulation traffic model was utilized to estimate the operation conditions of the existing motor vehicle transportation system. Existing conditions were found to operate acceptably. Traffic performance was measured using Level of Service metrics. As defined by the U.S. Department of Transportation, “Level of Service (LOS) is the term used to refer to a collection of

measures of automobile congestion and travel time delay, and it is a long-standing and widely adopted metrics for reporting transportation system performance in the country. LOS is intended to represent a traveler’s perception of the quality of service provided by an individual intersection or roadway segment, as measured by the standard of free-flowing automobile traffic. LOS is also intended to easily communicate the results of detailed technical analyses to non-technical audiences. Traditionally, transportation engineers and planners have used LOS in planning, design, and land use applications, as well as operational and environmental analyses.”

In the Highway Capacity Manual, LOS is described as a scale based on control delay. The delay reported by VISSIM is microsimulation delay, which is actual minus expected travel time. This delay includes both control delay (e.g., due to intersection control) and roadway friction (e.g., drivers interacting with traffic). For this reason, VDOT’s policy in its Traffic Operations and Safety Analysis Manual (TOSAM) is to not report LOS from VISSIM. Given that it is the most widely recognized traffic metric, LOS has been utilized for studying the TRG Small Area Plan and aids in the communication of results.

It is important to note that in recent years, the U.S. Department of Transportation has indicated that the extensive use of LOS as a metric that produces a single letter grade to indicate congested or free-flowing conditions may provide only a narrow view of transportation system performance. Many communities across the United States are finding that they prefer using a broader set of performance measures that can provide a more comprehensive assessment of transportation system performance. As transportation goals evolve from

Traffic Impact

Background

just congestion associated capacity expansion, there has been increasing discussion of the role of LOS as a performance metric. Assessing LOS has a single mode bias as it focuses only on the vehicular element and tends to focus on specific segments of the transportation network, such as individual roadways or intersections, rather than considering the entire transportation system as a holistic entity. LOS also overlooks the interconnected nature of transportation and land use.

Further, LOS does not consider Sustainable Transportation Goals that are increasingly important. Therefore, communities that have adopted goals such as improving safety for other roadway users (e.g., pedestrians, bicyclists, and transit users), or encouraging infill development, find that the way LOS standards are traditionally used is not helpful in reaching those goals. Comprehensive transportation performance management requires consideration of factors like travel speed, reliability, safety, asset preservation, quality of life, etc. when making planning decisions.

In Herndon and the greater Northern Virginia area, LOS D, in a range extending from LOS A (free-flow) to LOS F (forced traffic flow), is common and generally considered acceptable during the peak hours. Fairfax County’s adopted LOS standard for some roadway classification in the Tyson Corner Urban Center Plan is LOS E. Fairfax County does allow Level of Service E as an exception when densely-urbanized areas are planned to balance or even prioritize walkability, cycling, transit, and other modes of transportation when compared to motorized vehicles. Currently, the town zoning ordinance holds LOS D as the standard for average overall intersection delay when evaluating traffic impacts of development. However, there is an opportunity for this plan to allow an exemption

for LOS E in the planned area if impacts are effectively mitigated through documented/ proffered Travel Demand Management programs and committed and qualified multimodal infrastructure enhancements.

No Build 2045 Transportation Findings

The Herndon Parkway corridor is anticipated to accommodate projected 2045 volume demand (without TRG redevelopment); based on the acceptable values of projected delay, Level of Service (LOS), and queuing at the intersections along this corridor, it appears to have surplus capacity to handle additional demand, whether from TRG redevelopment or elsewhere. The exact quantity of this surplus capacity is difficult to estimate as the operations of this corridor are driven by closely spaced signalized intersections; the capacity of such a segment is based on a variety of factors including traffic signal parameters and local driver behavior – hence the need for VISSIM microsimulation traffic modeling to estimate traffic conditions.

The most constrained locations within the study

Level of Service Description for Intersections			
Level of Service	Description	Signalized Intersection / Roundabout	Unsignalized Intersection
A	Little or no delay	<= 10 sec.	<= 10 sec.
B	Short traffic delay	10-20 sec.	10-15 sec.
C	Average traffic delay	20-35 sec.	15-25 sec.
D	Long traffic delay	35-55 sec.	25-35 sec.
E	Very long traffic delay	55-80 sec.	35-50 sec.
F	Unacceptable delay	> 80 sec.	> 50 sec.

area system are at the two ends of Herndon Parkway – Van Buren Street and Spring Street. Under No Build 2045 Conditions, no intersection operates at LOS F. Only the intersection of Herndon Parkway and Spring Street operates at LOS E during the PM peak hour while all other intersections operate at LOS D or better. In the modeled No Build 2045 condition, the Worldgate Drive extension offers the only additional access to the corridor beyond these two “bookend” intersections. Previous studies have identified a Fairbrook Drive extension as an improvement that would create an additional access route on the corridor’s eastern end and relieve pressure on the Herndon Parkway / Spring Street intersection.

The operating performance of the Herndon Parkway / Van Buren Street intersection is limited by its geometry and lane configuration – both the northbound left turn and the southbound through movement on Van Buren Street. The northbound left turn is limited by the single left turn lane while the southbound through movement is limited by the dual through lanes only extending a short distance – this essentially limits the signal capacity to a single lane. This intersection would likely need to be expanded to provide more capacity on the west end of the Herndon Parkway study corridor.

The future configuration of this intersection and

No Build 2045 “LOS F” Turning Movements		
Turning Movement	Peak	Source of Congestion
Southbound Left Turn from Herndon Pkwy to Spring St	PM	Heavy Demand, Lack of Alternate Access
Eastbound Alabama Drive at Van Buren Street	PM	
Northbound Left Turn from Van Buren St to Herndon Pkwy	PM	Intersection capacity limitations at Van Buren Street / Herndon Parkway

interchange with Fairfax County Parkway will be determined in partnership and coordination with Fairfax County and VDOT.

In projected No Build 2045 conditions AM peak hour, average queue lengths throughout the study network are accommodated with no concerns. AM peak hour maximum queue lengths are accommodated with a few exceptions – specifically eastbound Herndon Parkway (west of Fairbrook Drive) and the Spring Street segment at Herndon Parkway and the Fairfax County Parkway. The maximum queue is projected to extend onto Fairfax County Parkway; albeit the exact extents are unknown as the traffic signal on Fairfax County Parkway was not modeled as part of this study. In the projected No Build 2045 conditions PM peak hour, the roadway network experiences increased queuing compared to the AM peak hour. Average queue lengths are still mostly accommodated, although the southbound Van Buren Street queue at Herndon Parkway and the northbound Herndon Parkway queue at Spring Street are significant. Maximum queue lengths fill most of the Herndon Parkway corridor and Spring Street near the interchange. These maximum queue lengths are most likely not all occurring simultaneously, so these queue findings do not equate to gridlock conditions. Queuing also does not directly correlate to delay; for instance, many of the intersections along Herndon Parkway are projected to operate at LOS B and C despite this level of queuing.

Transportation Impacts

Preferred TRG Development Scenario Transportation Findings

At full buildout, the Preferred TRG Development Scenario incorporates nearly 2,800 residential units, 450 hotel rooms, approximately 1.2 million square feet of office space, and nearly 300,000 square feet of retail. The TRG’s proximity to the Silver Line and the urban mixed-use development form will induce a substantial quantity of transit, pedestrian, and bicycle trips, but there will still be a significant reliance on personal vehicles to complete trips. Approximately 3,100 vehicle trips are projected for both the AM and PM weekday peak hour. These trips will distribute throughout the roadway network to both local and regional destinations. Two new major road connections – the Fairbrook Drive extension to Spring Street and a new roadway parallel to Herndon Parkway – will form the foundation of the TRG’s street grid. These two connections, as well as the proposed location of TRG land use typology, are shown in Figure 2. The future of the Spring Street / Fairfax County Parkway interchange is currently in flux as Fairfax County and the Virginia Department of Transportation are presently planning its future configuration. For the purposes of this study, the interchange configuration was largely unchanged in future traffic models, with only turn lane modifications made at the existing Spring Street / Fairfax County Parkway intersection to accommodate the Fairbrook Drive extension.

In Preferred Build 2045 Scenario conditions, traffic levels are anticipated to be stressed at a few locations; however, the general traffic conditions are manageable in a peak hour urban condition. While LOS E does represent increased delay, many intersections in the Northern Virginia area operate at this condition during a peak hour and Fairfax County has adopted an LOS E intersection

standard in several of its urban development areas. In comparison to projected No Build 2045 traffic conditions, this is an increase from one intersection peak hour operating at LOS E to two intersection peak hours operating at LOS E; however, an examination of the delay values at the Herndon Parkway / Spring Street intersection reveals that the AM LOS change resulted from only four seconds of increased delay and the PM delay only increased by six seconds (remained LOS E). The other significant increases in anticipated intersection delay in the Preferred Build Scenario are the Herndon Parkway / Fairbrook Drive intersection, the Herndon Parkway / Worldgate Drive intersection, the Van Buren Street / Herndon Parkway intersection (AM peak only), and the Van Buren Street / Alabama Drive intersection (PM peak only). The three Herndon Parkway intersections are still projected to operate at acceptable levels – LOS C and LOS D, respectively. The PM peak delay increase at Van Buren Street / Alabama Drive intersection is caused by increased traffic pressure on the constrained Van Buren Street / Herndon Parkway intersection.

Compared to No Build 2045 conditions, several “new” movements are projected to operate at LOS F in the Preferred Build Scenario. As seen below, these movements are located at the Herndon Parkway / Spring Street intersection and the Spring Street / Fairfax County Parkway Ramps / Fairbrook Drive intersection. These two Spring Street intersections should be studied further in the future as the Fairfax County Parkway interchange planning progresses. While there was LOS F on the Van Buren Street corridor in No Build 2045 conditions, delay does increase in the Build scenario due to the increased demand on the capacity-constrained Van Buren Street / Herndon Parkway intersection.

In projected Preferred Build conditions, the average and maximum queue findings are similar to No Build 2045 conditions in both peak hours; the additional TRG traffic volume impacts are largely offset by the Fairbrook Drive extension and new traffic signal at Sunset Business Park. In the AM peak hour, average queue lengths are accommodated throughout the study network, including the Fairfax County Parkway off-ramp queue that is contained within the off-ramp. Maximum AM peak hour queue lengths are accommodated with a few exceptions (the same ones as No Build 2045) – specifically eastbound Herndon Parkway (west of Fairbrook Drive) and the Spring Street segment at Herndon Parkway and Fairfax County Parkway. The maximum queue is projected to extend onto Fairfax County Parkway; albeit the exact extents are unknown as the traffic signal on Fairfax County Parkway was not modeled as part of this study.

Average PM peak hour queue lengths are mostly accommodated, although the southbound Van Buren Street queue at Herndon Parkway and the westbound Spring Street queue at Fairfax County Parkway are significant. Maximum PM peak hour queue lengths fill most of the Herndon Parkway corridor and Spring Street at Herndon Parkway and the Fairfax County Parkway. These maximum queue lengths are most likely not all occurring simultaneously, so these queue findings do not equate to gridlock conditions. Queuing also does not directly correlate to delay; for instance, many of the intersections along Herndon Parkway are projected to operate at LOS C despite this level of queuing. However, queuing could cause safety concerns as vehicles may queue across driveways or pedestrian facilities.

Preferred Build “LOS F” Turning Movements

Turning Movement	Peak	LOS F in No Build?	Source of Congestion
Herndon Pkwy / Spring Street			
Eastbound Left	AM/PM	No	Heavy Demand
Eastbound Thru/Right	PM	No	
Southbound Left	PM	No	
Spring St / Fairfax County Parkway Ramps / Fairbrook Dr			
Westbound Left	AM	No	“Interim” Intersection Modifications
Northbound Left/Thru	AM/PM	No	
Van Buren Street / Worldgate Drive			
Eastbound Left	PM	No	Heavy Demand
Van Buren St / Herndon Pkwy			Capacity limitations at Van Buren St / Herndon Pkwy
Northbound Left	PM	Yes	
Van Buren St / Alabama Drive			
All Alabama Drive	PM	Yes	
Herndon Parkway / Fairbrook Drive			
Westbound Left	PM	No	Demand

Source: Average of 7 AM and 20 PM Peak Hour VISSIM simulation runs.

Traffic Impact

Mitigation Strategies

Mitigation Measures

Given that multiple intersections demonstrated operational deficiencies in the Preferred Build traffic analysis, a variety of potential mitigation measures were explored.

It is important to note that even if there was no development in the TRG area, operational deficiencies may arise due to development in the surrounding areas in the long term.

The Build traffic analysis did not substantially alter the No Build roadway network, except where previously mentioned such as at Spring Street / Fairfax County Parkway / Fairbrook Drive. The primary candidate mitigations focus on measures to increase the capacity of the roadway network in a manner that would be compatible with the mixed-used, human-scale development envisioned for the TRG. The candidate mitigations seek to improve traffic operations to an acceptable level at the three intersections that fall short of the Town’s LOS standard:

- › Spring Street / Herndon Parkway (overall intersection LOS E in both peaks)
- › Van Buren Street / Herndon Parkway (turning movement LOS F in PM peak)
- › Van Buren Street / Alabama Drive (turning movement LOS F in PM peak)

The table on this page contains a summary of the evaluated transportation infrastructure mitigation measures, including the issue, the assessed traffic impact, cons/impacts of implementing the mitigation, and a recommendation for its inclusion in the Town’s future planning. Based on the completed traffic analysis findings, the intersection improvements to Herndon Parkway / Van Buren Street have the most substantial benefit, mitigating three LOS F intersection movements and queue lengths that spill back through upstream intersections. The Town will need to weigh these benefits against construction right of way. If the improvements are not implemented, the anticipated traffic congestion could itself act as mitigation by encouraging

traveling behavior that reduces vehicular traffic (e.g., traveling outside the peak hour or switching to an alternative travel mode such as bike/walk/transit).

A new traffic signal at Spring Street / TRG Road would better distribute TRG traffic between Herndon Parkway and the TRG Road, lightening the demand on the heavy turning movements between Herndon Parkway and Spring Street. This signal could be implemented without negative impact. Widening to add a second left turn lane from eastbound Herndon Parkway to Spring Street has benefit; however, it is likely only cost beneficial if the widening could be completed within the existing median width.

The evaluated improvements to the existing Fairfax County Parkway interchange signal do not significantly address the anticipated congestion issues, while having negative right of way, environmental,

and pedestrian crossing implications. Rather than implementing these partial measures, the Town could partner with Fairfax County on an interchange study to identify an optimal interchange configuration.

Contrasting the Mitigation scenario queues to the unmitigated scenario queues, in the AM peak hour, the following movements have shorter (improved) queue lengths:

- Eastbound Herndon Parkway at Van Buren Street
- Southbound Van Buren Street at Herndon Parkway
- Southbound Herndon Parkway at Sunset Business Park
- Westbound Spring Street at Fairfax County Parkway
- Fairfax County Parkway Off-Ramp

In the PM peak hour, the following movements have shorter (improved) queue lengths:

- Southbound and Northbound Van Buren Street at Herndon Parkway
- Eastbound Worldgate Drive at Van Buren Street
- Eastbound Herndon Parkway at Sunset Business Park
- Fairfax County Parkway Off-Ramp.

Traffic signals at various intersections will be necessary to move vehicles effectively and safely throughout the TRG and provide safe crossing conditions for pedestrians and cyclists. Most of the new signals would be located along Herndon Parkway and will require coordinated timing. To achieve a fully coordinated signal system in this area, new signal control equipment including communication between signals and signal cabinets would be necessary.

Moreover, New or optimized active transportation facilities have the ability encourage non-vehicle trips. Once the plan is realized, other Transportation Demand Management (TDM) strategies like transit incentives, “park once” strategies, etc. can also be implemented as mitigation measures.

Intersection	Issue	Evaluated Mitigation	Impact on Traffic Conditions	Con/Impact	Recommendation
Herndon Parkway / Van Buren Street	Southbound Van Buren Street dual thru lanes only 150 feet in length, leading to delay	Widen southbound Van Buren Street to extend dual thru lanes	The combination of these two mitigations had a significant enhancement to traffic conditions along the entire Van Buren Street corridor	Right of way impacts to residential / park	Strongly Consider
	Single northbound left turn lane to serve 300+ peak-hour vehicles, competing with southbound Van Buren Street for signal capacity	Dual northbound left turn lanes from Van Buren Street to Herndon Parkway		Right of way impacts and potential Van Buren Street realignment	Strongly Consider
Spring Street / Herndon Parkway	Viability of new TRG road to relieve pressure on Herndon Parkway is limited by lack of traffic signal at Spring Street	New traffic signal at Spring Street / new TRG road with rerouted traffic from Herndon Parkway	The combination of these two mitigations detoured traffic from Herndon Parkway, brought the AM Peak into intersection LOS compliance, and brought two movements into movement LOS compliance	None	Implement
	Intersection capacity constraints	Dual left turn lanes from EB Spring Street onto NB Herndon Parkway		Possible roadway widening – may be accommodated within median	Implement if it can be accommodated via widening into median
Spring Street / Fairbrook Drive / Fairfax County Parkway	Queue spillback on Fairfax County Parkway off-ramp	Dual left turn lane from off-ramp	This combination of mitigations had a minimal impact on traffic conditions. Two movements still do not comply with movement LOS standards. Significant queueing remains on off-ramp and westbound Spring Street.	Right of way impact; Potential environmental impact	Do Not Implement – does not significantly address congestion issues. Recommend partnering with VDOT and Fairfax County on interchange study
	Congestion on westbound Spring Street; Curb lane acts essentially as a right turn lane due to Fairfax County Parkway on-ramp volume demand	Dual left turn from westbound Spring Street onto Fairbrook Drive		Could likely be accommodated within median; Does not address limited cross-section beneath bridge	
	Fairbrook Drive congestion in PM Peak	Separate left turn lane from thru lane		Wider cross-section for Fairbrook Drive extension	

Traffic Impact

Multimodality

Multimodal Streets

As a part of the design process, based on feedback received from the public, a distribution of vehicular demand along a TRG network of ‘Complete Streets’ will provide regional vehicle, transit and bicycle access to the TRG as well as local and inter-parcel access between uses. These interventions (increased walkability, improved bicycle infrastructure, and new transit access) are expected to reduce traffic congestion in the TRG.

There is a robust internal grid of streets that are designed with a focus on multi-modal access to promote the safe and efficient travel for active transportation and transit uses to/from residences, businesses, and transit facilities. Through this, the TRG area will enhance accessibility to transit facilities such as the bus stops along Herndon Parkway and Spring Street as well as the Metro station. It will also encourage residents to utilize public transportation options, reducing reliance on private vehicles and alleviating congestion. The design also recommends safety features such well-marked crosswalks, ensuring the safety of transit users as they navigate the streets.

Larger bicycle facilities (Herndon Parkway Cycle Track, W&OD Trail, Van Buren Street bicycle lanes) are connected to TRG land uses via shared-use internal streets. Implementing the proposed infrastructure upgrades such as bike lanes, sidewalks, and pedestrian-friendly crossings alongside transit corridors will encourage active transportation and support first/last-mile connectivity to Herndon station. Walking and cycling can be regarded as viable alternatives to driving, reducing carbon emissions and promoting public health.

The plan focuses on creating pedestrian-friendly environments around Herndon station. Mixed-use

developments with housing, retail, and office spaces within walking distance of transit facilities can thrive, reducing car dependency and creating a vibrant, transit-friendly neighborhood. As a rule, it is estimated that riders are willing to walk 10 minutes to reach transit. Accordingly, the TRG is strategically designed to concentrate development within the ten minute walkshed. By improving transit access and fostering a pedestrian-friendly environment through creating a coherent street network, human-scaled block lengths and quality sidewalks, the TRG area in Herndon can attract investment in local businesses and stimulate economic activity as a hub of commerce and culture, generating revenue and enhancing the local economy.

Last but not least, planning for multiple modes of transportation will make Herndon more resilient to future challenges such as climate change and population growth. By diversifying transportation options and promoting sustainable land use patterns through this plan, the community will have the opportunity to adapt to changing needs and transit related growth.

-  Bike Lanes
-  New TRG Bicycle Facility
-  W&OD Trail
-  Bus Stops
-  Metro Stop
-  10-min walk radius (1/2 mi)

10-MIN. WALKING RADIUS FROM METRO



An aerial photograph of a suburban neighborhood, featuring a mix of residential houses, a baseball field, and a multi-lane road. The entire image is covered with a semi-transparent blue filter. The title 'Public Infrastructure Impacts' is centered in white text.

Public Infrastructure Impacts

Water Distribution and Sewer Collection Impacts

Note: The text below is a summary of the Utilities and Storm Water Analysis Report conducted by the Town of Herndon, included in Appendix E.

Background

The TRG, Fairbrook District and the HTOC share water distribution and wastewater collection infrastructure with the TRG. To understand this better, a hydraulic assessment was conducted for the Preferred Use Scenario of the TRG. For this hydraulic analysis, water demand and wastewater loadings were calculated for the redeveloped TRG Area using development data. Water demand and wastewater loadings were added to demands and loadings for the Fairbrook and HTOC areas. The results of the hydraulic analysis are used to determine the necessary upgrades needed to the infrastructure.

Since the TRG Area redevelopment is intended to be a mix of uses. The gallon per day water demand projections were developed using the demand factors in Section 2.01 of the Herndon Water Main Design and Construction Standards. Water demands within the TRG Area and the contiguous HTOC and Fairbrook Districts were included in the 2016 Water Utility Master Plan and the 2019 Water Utility Master Plan Update for the Town of Herndon. It is important to note that the model update will increase the demand of both water and sewer by approximately 65%.

Water Distribution System

Water demand was calculated through the Town of Herndon water model (InfoWater) to determine whether further improvements are needed to be made to accommodate projected TRG growth. The model was run in a year 2045 maximum day demand scenario with all water infrastructure improvements recommended in the UMP and subsequent updates included in the model. The model runs indicate that water system pressure is impacted to the west of the TRG area and fire flow requirements are met with marginal lost of hydrant capacity at a few nodes in the TRG.

Modeling results demonstrated that adequate water pressure will be available and the increased water demand from the TRG will only have a marginal impact on fire flow demand Town-wide. With new TRG demand added to the model, fire flow will be minimally impacted in some nodes in the TRG Area and adjacent Districts compared to previous model runs without the TRG demands. It should be noted that full development of the TRG Area and adjacent Districts will require relocation and addition of water distribution system infrastructure to suit the new development. This will provide an opportunity to mitigate the water pressure impacts to the west of the TRG Area. New piping proposed by developers for the TRG area will need to be properly sized and looped into the existing system to minimize pressure and fire flow issues.

Sewer Collection System Evaluation

The current wastewater infrastructure in and nearby the TRG Area consists of three branches that merge and discharge to the Sugarland Run Interceptor. TRG wastewater loadings were added into the Herndon InfoSewer hydraulic model along with the most recent wastewater flow estimates (2019) for the Fairbrook District and the HTOC were included in the model runs. To consider impact on infrastructure a multiplier of 1.94 was applied to average daily wastewater loadings to simulate a peak loading. Modeling results indicated that the existing wastewater pipe system along Herndon Parkway and adjacent to the Fairbrook District will become surcharged when loadings from the TRG are added to existing loadings. Gravity sewers are considered to be surcharged when water levels in the pipe exceed 80% or more of the pipe diameter.

Further, impact from proposed development to wastewater infrastructure in the TRG Area, HTOC and Fairbrook Districts was evaluated and improvements to the wastewater infrastructure were designed by WRA in 2020. Those improvements are still to be constructed. Once this construction is complete, only marginal changes to the plans will be required to accommodate the TRG Area development.

An aerial photograph of a suburban neighborhood, featuring a mix of residential houses, a baseball field, and a multi-lane road. The entire image is covered with a semi-transparent blue filter. The text 'Fiscal Impacts and Market Strategies' is centered in white.

Fiscal Impacts and Market Strategies

Note: The text below is a summary of the Fiscal Impacts Analysis conducted by RCLCO, included in Appendix C.

The fiscal impact of the preferred use scenario was analyzed outlining the revenues that new development in the TRG is likely to generate for the Town of Herndon, as well as the operating expenditures the Town of Herndon is likely to incur while serving the users of that new development.

For the analysis, the assumptions for the quantities of development in the TRG included the data described in the table below.

DEVELOPMENT DATA SUMMARY

Program	Type	GFA (sf)	Units (RES/H)
Residential	R-Multifamily	2,843,200	2,369
	R-TH & 202's	836,300	420
Hotel	Hotel	277,500	463
Retail	Grocery	63,600	
	Restaurant Services	155,300	
	Entertainment Fitness	74,400	
Office	Corporate	1,122,600	
	Creative	66,800	
Grand Total		5,439,700 sf	

This development data was supplemented by a market analysis that incorporated data from third party sources, including public assessor's databases. To project the net fiscal impact revenues were estimated based on the taxes and fees that residents, businesses, and property owners are likely to pay. Then, operating expenditures were subtracted from town revenues, based on the town services the Proposed Use Scenario is likely to require. Revenues less expenditures each year are the General Fund net fiscal impact.

Findings

From 2023 to 2045, it can be estimated that new development will generate roughly \$221,608,000 (in nominal dollars) in revenues to the Town of Herndon. Property taxes represent the largest portion of this total (32%), followed by business license revenues (30%), transient occupancy taxes (13%), and meals taxes (11%). Meanwhile, Town of Herndon will incur roughly \$53,067,000 (in nominal dollars) in operating expenditures to serve users of the Proposed Use Scenario during the same forecast period. As a result, the Proposed Use Scenario is projected to generate a positive net fiscal impact of \$168,541,000 to the General Fund of the Town of Herndon during this time.

When considering the annual net fiscal impact at buildout, the redevelopment will produce an estimated \$15,803,000 to the Town of Herndon each year, in 2023 dollars. This revenue compares with \$3,433,000 in annual town expenditures, for an annual net fiscal impact of \$12,370,000 in 2023 dollars.

Please note that the above analyses reflect the net fiscal impact of redevelopment in the TRG to the General Fund of the Town of Herndon. This analysis does not take into account capital expenditures, which typically run through separate funds, and which often go toward investments that serve larger audiences than just people who live and work in the TRG. However, the excess of revenues discussed above is likely to provide the Town of Herndon with key revenues it can use to help offset capital expenditures needed to fund key infrastructural investments.

At full buildout, Proposed Use Scenario will support approximately 5,648 residents, including approximately 942 schoolchildren. In addition, it will support approximately 6,765 employees—including 5,462 office employees and 1,302 retail, hospitality, and apartment employees—at an average salary of \$102,000, in 2023 dollars.

As of FY 2023, the total assessed value of properties in the TRG is approximately \$214,899,000, and these properties generate an estimated \$559,000 in real property taxes to the Town of Herndon annually. In comparison, the TRG—following redevelopment—is expected to feature a total assessed value of \$1,765,929,000, and to generate approximately \$4,591,000 in real property taxes to the Town of Herndon annually, both in FY 2023 dollars. This assessed value base is approximately eight times higher than the assessed value base that exists in the TRG today, highlighting the long-term benefits of redevelopment.

Market Strategies

Balancing near-term market realities with long-term planning aspirations is a key strategic consideration for the TRG. While the TRG offers potential to support a diverse mix of uses, market conditions are more favorable for certain uses (e.g., housing and hospitality) than others at this time. Furthermore, certain properties are ripe for redevelopment today, while others may not become available for many more years. Together, these dynamics highlight the importance of having a long-term vision for the TRG, along with laying the groundwork that can bring that vision to fruition.

An aerial photograph of a suburban neighborhood, showing a mix of residential houses, a baseball field, and a multi-lane road. The entire image is covered with a semi-transparent blue filter. The text 'Community Service Impacts' is centered over the image in a white, sans-serif font.

Community Service Impacts

Community Service Impacts

Summary of Community Service Impacts

As with expanded transportation and utility infrastructure needs, density and population growth generates demand for additional public services provided by the town, the county, and other public authorities.

More housing in particular means more town residents that rely on and use town and county facilities and participate in their programs.

Redevelopment proposals occurring under the TRG SAP will need to identify, evaluate, and understand these impacts and provide a measured path for mitigation and management.

Public services that should be assessed for impact management include, but are not limited to, those services related to town administration, public schools, public safety and security, public emergency services, public parks, and public recreational programs.

The Town of Herndon strives to provide high levels of service and programming to those that live, work, and play in Herndon. The challenge considering notable growth within its boundaries stems from finite resources and jurisdictional limitations operating as a four-square mile town. Those factors are important variables in the evaluation of impacts to the local services.

TRG SAP implementation presents an opportunity to expand and improve these services in an appropriate, creative, and equitable manner with an understanding that demand for specific services will evolve over the life of the plan implementation and the demand for new services may emerge.

It is understood that the multifamily buildings will be rich in recreational amenities for their residents, such as but not limited to, swimming

pools, exercise rooms, rooftop gardens, dog parks, small footprint exterior and interior games, and outdoor kitchens. It is anticipated that offices within the TRG will also provide rooftop gardens and patios, vegetated balconies, and (potentially) exercise rooms and small-footprint recreational pursuits for employees' health and wellness. The growth within the TRG will warrant more outdoor and indoor public recreational facilities as well. While the plan does not call for dedicated public parks and ball fields, smaller facilities with public access within the TRG that have some degree of active recreation will help to offset this demand. A playground, volleyball court, shuffleboard courts, and similar small-footprint active recreational uses are good options to consider.

The provision of public interior recreational space within the TRG is also important. Expansion of town interior recreational space, such as studio and classroom space, racquetball courts, fitness centers, or even aquatic facilities will be necessary with the influx of new residents. To ensure equitable access to town facilities and reduce the need for automobile use and the associated parking, provisions for town-offered recreational pursuits within the TRG are optimal. Such uses could help activate ground floor frontages that are less suitable for retail and restaurant uses. Even with town-operated interior recreation space and public access to outdoor privately owned exterior recreation within the TRG, the increase in residential and employment-population will impact town recreational facilities elsewhere in town. Town facilities such as, but not limited to, ball fields, parks, the community center, and golf course facilities, will experience increased use and possible need for expansion. Contributions towards conservation and potential expansion of public spaces could offset these impacts.

Implementation of this plan will similarly require more Herndon Police Department resources to maintain the levels of public safety vital to the Town. Those resources include expanded police facilities, personnel, and the necessary equipment for more officers. Positions for new full-time employees may likely be triggered in many town departments such as Public Works, which will be responsible for maintaining new transportation and public utility infrastructure. “ The greatest needs will be in expanding facilities and obtaining equipment. Such impacts could be offset through contributions of space, equipment, or funds.

Fairfax County Fire and Rescue, which serves the town, will also experience impacts from the growth within the TRG. Equipment and safety features such as upgraded equipment, emergency vehicle signal preemption, and updated town traffic signal capabilities to accommodate the preemption device, will be needed to ensure the health and safety of those living and working in the TRG.

Community Service Impacts

Summary of Community Service Impacts

Framework for School Analysis

The area of the TRG is currently served by Herndon High School (HS), Herndon Middle School (MS), and Herndon Elementary School (ES). To gauge the implications of the TRG Small Area Plan on these schools, the town sought an analysis from Fairfax County Public School’s Office of Facilities Planning Services (FCPS). In their memo dated February 22, 2024, FCPS provided the following projections and capacity evaluations.

Per the FCPS’s current 5-year projections without the TRG development, Herndon HS is projected to have sufficient capacity, while Herndon MS and Herndon ES show a capacity surplus Herndon HS and Herndon ES would maintain a surplus, and Herndon MS would have sufficient capacity by SY 2028-29.

Table I, Estimated School Capacity Considering Existing Land Use					
School	Capacity SY 2023-24 / SY 2028-29	Membership SY 2023-24	Capacity Utilization SY 2023-24	Projected Membership SY 2028-29	Projected Capacity Utilization SY 2028-29
Herndon HS	2,709	2,335	86%	1,920	71%
Herndon MS	1,062	897	84%	948	89%
Herndon ES	1,025 / 1,050	794	77%	748	71%

Source: FCPS, Adopted Capital Improvement Program FY 2025-29, February 2024.
Note: Numbers in italics are future design capacity and projected capacity utilization percentages after a renovation or capacity enhancement.

Estimation of Potential Students Yields with TRG Development

The impact of the proposed small area plan on student yield is calculated using FCPS 2022 county-wide student yield ratios. The potential student yield for high, middle, and elementary school levels is detailed in the tables, indicating the expected increase in students based on the proposed housing units.

Table II, Potential Student Yield – Proposed Small Area Plan		
School Level	Proposed Number of Housing Units	Potential Student Yield
High	2,789	107-125
Middle	2,789	69-75
Elementary	2,789	230-252
Total Student Count		406-452

Source: FCPS, 2022 Countywide Student Yield Ratios, June 2022.

Summary and Future Considerations

While current FCPS projections suggest sufficient capacity and surplus in schools, it’s vital to acknowledge the potential impact of the TRG Small Area Plan on student enrollment. This analysis, as of February 2024, serves as a snapshot, with continuous evaluation required for any future development applications or comprehensive plan amendments. The integration of residential elements into the TRG may lead to an evolving educational landscape beyond the five-year projection horizon.

Recommendations and Mitigation Strategies

Considering FCPS projections, the schools are deemed to have sufficient capacity and surplus. However, the small area plan, by increasing residential density, is expected to raise school membership, potentially affecting the instructional program. The TRG Small Area Plan recognizes education as a cornerstone of community planning. Any comprehensive plan amendment or rezoning should be analyzed alongside the small area plan to gauge future impacts on capacity. As the impacts may extend beyond the five-year projection horizon, continuous analysis and adaptation of school conditions and boundaries will be essential.

Educational Impact Analysis

The proposed TRG Small Area Plan envisions a mixed-use development framework, incorporating residential uses, with an emphasis on creating a vibrant and sustainable community. A crucial aspect of this vision is the careful examination of the potential impact on local schools and educational facilities.

An aerial photograph of a suburban neighborhood, featuring a mix of residential houses, a baseball field, and a multi-lane road. The entire image is covered with a semi-transparent blue filter. The title 'Plan Implementation' is centered in a large, white, sans-serif font.

Plan Implementation

Transforming Vision into Reality

Turning the TRG vision into reality relies on a coordinated effort. A comprehensive and carefully considered implementation guide is necessary to secure the successful execution of TRG SAP. The implementation strategies must address the means and methods for managing transportation and utility infrastructure improvements, ensuring economic development and social and environmental sustainability, expanding town services, providing ample parks and other open spaces, and reinforcing a unique Herndon sense of place. The TRG SAP vision is the destination of a transformative journey for the Town of Herndon. The implementation guide will provide the itinerary, a map of incremental steps that the town must take to make the vision a thriving reality.

The implementation guide will identify specific actions and align those actions with TRG SAP’s various goals. In some instances, actions will be to ensure development proposals observe the goals, intent, and features of the plan, while other actions will require the town to devise the programming of complex infrastructure improvements, and creation of supporting regulations and policies. As an action plan, the guide will state the goal, the action, desired timeline, and lead department as well as other supporting staff.

While the implementation guide charts the actions that the town must take, the successful fulfillment of the vision relies equally on the private sector. The vision cannot become a reality without the cooperation and investment of the property owners and development community. It is up to the private sector, property owners and developers, to decide when to come forward with redevelopment plans. It is within their power to work in a cooperative manner with the town by

ensuring that the guidance afforded by the TRG SAP is reflected in their development proposals, and that they adhere to the building forms, open spaces, land uses, densities, and sustainable measures, while mitigating the added costs and negative impacts of their development proposals.

By embracing the TRG SAP vision and adhering to its guidance, with the flexibility necessary to adapt to advances and changes in lifestyle, market, construction and technology, the Herndon community can bring to fulfillment the vision they have created.

TECHNICAL MEMORANDUM

To: Mike Shindledecker
Town of Herndon

From: Maria Lashinger, PE, PTOE
Ariel Jarvis, PE
Pratik Neupane, EIT

Date: July 24, 2025

Subject: 467 Herndon Parkway
Trip Generation and VDOT 870 Determination

Executive Summary

The purpose of this memorandum is to evaluate the peak hour and daily trip generation for the proposed comprehensive plan amendment application for the 467 Herndon Parkway redevelopment in the Town of Herndon, Virginia to determine the need for a VDOT Chapter 870 traffic study. The trip generation calculations in this memorandum indicate that the proposed use will generate approximately 450 daily trips without reductions. Compared to the existing use, the proposed use will generate approximately 26 additional daily trips. The proposed use will generate less than 5,000 additional daily trips; therefore, a VDOT Chapter 870 study will not be required.

Existing Site and Proposed Development Program

The approximately 2.94-acre 467 Herndon Parkway site (Tax Map #16-4 ((02)) 0015) is located east of Herndon Parkway and south of Spring Street in the Town of Herndon, Virginia. The existing site is currently occupied by an extended stay hotel, which contains 104 rooms that are planned to be converted into multifamily residential dwelling units. The current zoning for the site is O&LI (Office and Light Industrial District).

Site access is planned to be provided via Herndon Parkway.

ITE Trip Generation

A trip generation for the site was prepared using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition as shown in Table 1. As shown, the proposed use will generate less than 5,000 additional daily trips.

It should be noted that the trip generation shown in Table 1 does not include mode split reductions in order to show the comparison to the VDOT Chapter 870 threshold requirements. With mode split reductions, the number of trips associated with the proposed use would be lower than the unadjusted numbers.

Table 1: Trip Generation Comparison

Land Use	ITE Code	Size	----- Week day -----						Daily
			AM Peak Hour			PM Peak Hour			
			In	Out	Total	In	Out	Total	
Trip Generation, 11th Ed.									
Existing Development									
All Suites Hotel	311	104 Rooms	19	16	35	17	18	35	424
Existing Development Site Trips			19	16	35	17	18	35	424
Proposed Development									
Multifamily Housing (Mid-Rise)	221	104 DU	8	26	34	25	16	41	450
Proposed Development Site Trips			8	26	34	25	16	41	450
Net New Site Trips (Proposed - Existing)			-11	10	-1	8	-2	6	26

*There are fewer than 20 data points and the R^2 value is less than 0.75 for the AM peak hour for LUC 311; therefore, the average rates were used in lieu of the fitted curve equation.

As shown in Table 1, the proposed use will generate approximately 450 daily trips. Compared to the existing use, the proposed use will generate approximately 26 additional daily trips.

The proposed use will generate less than 5,000 additional daily trips; therefore, a VDOT Chapter 870 study will not be required.

VDOT Chapter 870 Requirements

From January 1, 2012 onwards, if a comprehensive plan or comprehensive plan amendment, or rezoning application generates more than 5,000 net new daily trips and generates more traffic than the current zoning allows, a Chapter 870 traffic study would need to be prepared for the application and submitted to VDOT for review and comment. To calculate the net new trips, the trips generated by the proposed use are compared to the trips generated by the existing or approved use, with no reductions for TDM measures nor internal capture.

As shown previously in Table 1, the proposed use will generate less than 5,000 net new daily trips. As such, a Chapter 870 traffic study will not be required.

Conclusions

This memorandum evaluated the peak hour and daily trip generation for the proposed comprehensive plan amendment application for the 467 Herndon Parkway redevelopment in the Town of Herndon, Virginia to determine the need for a VDOT Chapter 870 traffic study.

The trip generation calculations in this memorandum indicate that the proposed use will generate less than 5,000 additional daily trips; **therefore, a VDOT Chapter 870 study will not be required.**

Agenda Item: Resolution 25-G-66 requesting a sole source waiver to procure licenses and development services for the Town's Asset and Land Use Management Software, Cityworks

Meeting Date: December 9, 2025

Category: General

Prepared by: Page Kalapasev, IT Director, Marjorie Sloan, Finance Director

Description:

Staff is requesting a sole source waiver to procure licenses and development services for the continued advancement of Cityworks, the town's enterprise asset and land use management software.

Background:

The town uses Cityworks, an enterprise system for asset and land use management, which includes tracking of service requests, work orders, building permits, inspections, site plans, zoning enforcement and more. Previously, the town was using a rideable Spotsylvania, Virginia contract to procure licensing and software development services. Azteca Systems, LLC, a Trimble Company, is the only authorized source for Cityworks licensing, software development and ongoing support. To continue the organizational wide use and advancement of Cityworks, the proposed resolution provides the designation of Azteca Systems, LLC, as the sole source provider for licensing and development needs.

Strategic Focus Area:

Good Governance

Fiscal Impact:

There is no additional fiscal impact for the sole source designation. Funding for Cityworks currently exists in FY 2026.

Legal Impact:

A sole source purchase is defined as having only one practical source for the purchase of the required good/service - e.g., proprietary technology, copyright or a supplier's unique capability. Designating Azteca Systems, LLC as the sole source allows the Town to move forward with its use of CityWorks.

Staff Recommendation/Next Steps:

Staff recommends approval of the proposed resolution.

Attachments:

1. Resolution (Proposed)
2. Sole Source Letter

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- requesting a sole source waiver to procure licenses and development services for the Town's Asset and Land Use Management Software, Cityworks.

A sole source waiver is necessary to procure licenses and development services for the continued advancement of Cityworks, the town's enterprise asset and land use management software.

Town Council approval is required for this specific sole source designation because the annual funding exceeds \$100,000.

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

1. Azteca Systems, LLC, a Trimble Company, is approved as the only authorized source for Cityworks licensing, development and ongoing support for the town's enterprise asset and land use management software.

November 13, 2025

ATTN: Page Kalapasev
Director of Information Technology
Town of Herndon, Virginia
777 Lynn Street
Herndon, VA 20170

Re: Sole Source Letter

Dear Page:

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at Carlos_Abaunza@Trimble.com if you have any questions.

Sincerely,

DocuSigned by:

92969BE0AABA49F...

Carlos Abaunza
Senior Director
Azteca Systems, LLC, a Trimble company

Agenda Item: **Resolution 25-G-67 to Award Energy Performance Contract Master Agreement and the Phase 1 Energy Performance Contract**

Meeting Date: December 9, 2025

Category: Consent

Prepared by: John Irish, Deputy Director of Public Works

Description:

Request to award the Energy Performance Contract Master Agreement and the Phase 1 Energy Performance Contract.

Background:

Energy Savings Performance Contracting (ESPC) is a state contract program managed by the Virginia Department of Energy (VEDO) and the Department of General Services. It is available to all state agencies and is approved for use by all public bodies in the Commonwealth. The ESPC program allows agencies and public bodies to use a streamlined procurement process by selecting from a list of pre-qualified contractors.

Agreement for Investment Grade Audit and Investment Grade Audit Memorandum of Understanding (IGA) was entered into with CMTA (Vendor/Contractor) on August 30, 2024. The purpose of the audit was to determine what energy conservation measures (ECMs) could be identified in five (5) of the Town of Herndon's ("Town") major facilities: Herndon Municipal Center & Council Chambers (HMC), Herndon Community Center (HCC), Herndon Police Department (HPD), Old Town Hall (OTH), and Town Shop (TS); and five other Town facilities: Bready Park Concession Stand (BPCS), Bready Park Field Lights (BPFL), Centennial Golf Course Clubhouse (GCC), Golf Course Maintenance Building (GCMB) and Herndon Train Depot (HTD).

The IGA identified ECMs for all facilities and were prioritized by the immediacy of need for facilities, with failing HVAC equipment and escalating maintenance and repair costs as the first priority. Along with those identified, ECMs other easily attainable cost savings that would reduce the cost burden of capital outlay were also included in the Phase 1 scope of work.

This award includes two separate but interconnected agreements, the Master Agreement for the entirety of the energy savings performance contract that consists of a five-year initial term, along with the option for the Town to renew the award for two additional five-year terms. This will allow for subsequent phases of energy savings contracts to continue in a timely fashion as funds become available.

The Phase 1 Contract scope is the Town Shop HVAC Replacement, the HMC HVAC Replacement, the HPD and 397 Lease side LED Lighting Upgrades and the OTH Controls Integration. The initial estimate for this scope of work in August 2024 was \$3,400,000 based on a unit cost basis per square footage of facility without any professional design effort started. Upon completion of bidding for the 100% designed scope of work with local and regional bidders familiar with and suited to perform the work, the final construction cost estimate, including all facilities, is approximately \$7,239,823.

Timing Impact:

The Master agreement and by incorporation of the Phase 1 agreement, the proposed scope of work will commence once the agreements are executed. The expected Notice To Proceed and mobilization to perform the Phase 1 work will commence immediately.

Strategic Focus Area:

Strong Fiscal Stewardship
Environmental and Economic Sustainability
Good Governance

Fiscal Impact:

To fund this contract award, the adopted FY 2026 CIP appropriated \$3,000,000 for this project. Additional FY 2026 funds, if needed, will be appropriated through a future requested budget amendment. To fully fund FY 2027 expenditures, a CIP project for continuation of the five-year EPC plan will be included in the FY 2027 budget process.

Legal Impact:

The Town reserves the option to renew the award for two additional five-year periods not to exceed a total of fifteen (15) years. The Town and the Contractor must mutually agree on the contract renewal. Renewals will be based on price, service capability, product availability and appropriation of funds.

Staff Recommendation/Next Steps:

Staff recommends that the Town Council:

1. Award the Energy Performance Contract Master Agreement and the incorporated Phase 1 Energy Performance Contract to CMTA, Inc. for \$7,239,823.
2. Authorize the Town Manager or their designee to sign and deliver the contracts on such forms approved by the Town Attorney and any other instrument necessary to evidence or effectuate the contracts and approve contract modifications that modify project scope, costs, and length of contract time in accordance with procurement policy and regulations.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

**Resolution- to Award Energy Performance Contract Master Agreement and the
Phase 1 Energy Performance Contract.**

The Agreement for Investment Grade Audit and Investment Grade Audit Memorandum of Understanding was entered into with CMTA, Inc. (Vendor/Contractor) on August 30, 2024. This award includes two separate but interconnected agreements, the Master agreement for the entirety of the energy savings performance contract that consists of a five-year initial term, along with the option for the Town to renew the award for two additional five-year terms.

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

1. The Energy Performance Contract Master Agreement and the incorporated Phase 1 Energy Performance Contract to CMTA, Inc. for \$7,239,823 is awarded.
2. The Town Manager or their designee is authorized to sign and deliver the Energy Performance Contract Master Agreement and the incorporated Phase 1 Energy Performance Contract on such a form approved by the Town Attorney and any other instrument necessary to evidence or effectuate the contracts and approve contract modifications that modify project scope, costs, and length of contract time in accordance with procurement policy and regulations.

Agenda Item: Resolution 25-G-68 of official intent to reimburse expenditures with proceeds of a borrowing for the Energy Performance Project

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Marjorie Sloan, Finance Director

Description:

The proposed resolution outlines the town's intent to use future borrowing to pay for expenditures associated with the Energy Performance Project. This resolution demonstrates Herndon's commitment to fund the project and the likelihood that a future bond issuance or other debt facility will be used to partially or fully fund the project. The resolution provides funding flexibility to the town to meet the capital demands of the Energy Performance Project in context with execution of the town's Capital Improvement Plan.

Background:

The Energy Performance Project is defined as a group of expenditures necessary to complete a series of replacements of mechanical systems and controls with high efficiency systems. CMTA was selected as the firm to perform the Energy Performance Contract for the Town of Herndon after going through the evaluation process set out by the regulations and guidelines of the Virginia Commonwealth's Department of Energy. The expectation of the project includes energy cost savings over the next fifteen years. The initial capital outlay of the project is substantial, currently estimated to exceed \$7 million. Project costs are not expected to be offset by any grant funding. Optimal funding for the costs may include a bond issuance or other debt facility. This resolution provides a documentation of the town's intent to fund the project and partially or fully fund the costs with proceeds of a future debt issuance. This resolution allows the town the flexibility to proceed with the project and then reimburse the town's fund balances with the debt proceeds at a later date.

Adoption of this type of resolution was recommended by our Financial Advisory firm and our Bond Council.

Timing Impact:

The project is expected to commence following execution of the contract. The resolution will be effective upon adoption.

Strategic Focus Area:

Strong Fiscal Stewardship
Strong Fiscal Stewardship

Fiscal Impact:

The FY 2026 Adopted Budget includes \$3 million in appropriate funds for the Energy Performance Project. Additional costs are expected to be included in the FY 2027 budget submission.

Legal Impact:

The adoption of this Resolution confirms “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

Staff Recommendation/Next Steps:

Staff recommends adoption of the resolution.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- of official intent to reimburse expenditures with proceeds of a borrowing for the Energy Performance Project.

The Town of Herndon, Virginia (the "Town"), desires to undertake an energy savings project involving the installation of new equipment (the "Project"). The Town intends to commence work on the Project and to advance its own funds to pay the related Project costs (the "Expenditures").

The Town may determine to issue tax-exempt obligations, taxable obligations, or a combination thereof (collectively, the "Bonds"), and use the proceeds to reimburse such Expenditures. The Town desires to preserve its option under federal tax law to make such reimbursement by adopting this Resolution.

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

1. The Town may utilize the proceeds of Bonds in an amount not currently expected to exceed \$3,500,000 to pay or reimburse any Expenditures that are originally paid on or after the date of this Resolution (and including, as allowed under federal tax law, any Expenditures originally paid up to 60 days prior to the date of this Resolution).
2. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Town so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Town.
3. Any reimbursement allocation, which is a written allocation by the Town that evidences the Town's use of Bond proceeds to reimburse an Expenditure, will be made no later than 18 months after the *later of* the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is originally paid. Notwithstanding such time

25-G-68

limitation, the Town recognizes that exceptions are also available under federal tax law that allow reimbursements for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for certain construction projects of at least five years.

4. The Town intends that the adoption of this Resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.
5. This Resolution shall take effect immediately upon adoption.

Agenda Item: Resolution 25-G-69 to amend the adopted Fiscal Year (FY) 2026 Budget Policy related to transfer/reallocation/redistribution of funds

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Marjorie Sloan, Finance Director

Description:

Approval is requested to update the existing FY 2026 Adopted Budget – Policy on Transfer/ Reallocation/ Redistribution of Funds.

The proposed updates raise the budget transfer limit requiring Town Council action from \$100,000 to \$200,000, to better accommodate the impacts of inflated costs, more material contracted services, maintenance project costs, and town council meeting schedule. The update provides further clarifications to exempt budget-neutral “housekeeping items” from requiring Town Council action.

Background:

Each year the Adopted Budget includes an outline of the town’s financial policies, a description of the basis of accounting and budgeting used in the town, and descriptions of the fund structure used to record the financial records of the town. This documentation also includes a section describing the rules governing approval of budget transfers. All budget transfers are neutral in nature (no incremental or reduction in revenues or expenditures).

Budget transfers include moving budgeted funds between account codes within a fund, between the personnel costs and other cost categories, as well as transfers between funds. Since 2019, the adopted budget book outlines approval protocols for transfers using a threshold of \$100,000 for Departments Heads, the Town Manager, and Town Council.

Staff is requesting to raise the transfer limit requiring Town Council action from \$100,000 to \$200,000. Raising the limit will provide greater flexibility to accommodate for rising costs, particularly in contract services, IT, and professional fees. It also allows the town manager to more quickly respond to the changing dynamics of repairs and maintenance across the departments. Current internal controls require documented budget before purchase orders can be issued.

In addition to the increase in the threshold, staff is requesting to document certain clarifications in applying the budget transfer policy. Staff is requesting exemption from the policy for the following three types of budget transfers.

1. Correction of a budget load error: Occasionally it is determined that budgeted dollars were loaded to the incorrect account. In this case, it is beneficial to transfer the budget to the correct account which will be used to record the actual revenue or expenditure.
2. Changes and updates to the existing ledger structure and account codes: Under certain circumstances, it is decided that new account codes should be added or inactivated to ensure actual financial reporting has the correct level of detail and transparency. We need to ensure that the budget is transferred accordingly.
3. The impact of approved staff reorganizations: From time to time during a fiscal year, it becomes necessary to consider adding or consolidating divisions/departments under updated supervisory, leadership or team structure. It becomes necessary to transfer both personnel and other expenditures to the new organizational structure.

Attachment A provides the policy language with proposed updates.

Timing Impact:

Staff is requesting this Budget Policy update applicable for FY 2026 forward. If approved, the policy update will be in effect at the time of Town Council approval, and included in the FY 2027 proposed Budget Book.

Strategic Focus Area:

Strong Fiscal Stewardship

Fiscal Impact:

None

Legal Impact:

Town of Herndon Charter, [Sec. 3.5. - General grant of powers to council](#), grants power authority to the Town Council to enact changes to the town's financial policies.

Staff Recommendation/Next Steps:

Staff recommends adoption of the proposed resolution.

Attachments:

1. Resolution (Proposed)
2. Attachment A - Budget Policy Update

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to amend the adopted Fiscal Year (FY) 2026 Budget Policy related to transfer/reallocation/redistribution of funds.

Each year, the Town of Herndon's adopted fiscal year budget contains a policy related to transfers, reallocation and redistribution of budgeted funds during the fiscal year. In adopting this resolution, the Town Council has considered the Town Manager's recommended modifications as described in Attachment A, Adopted Budget Policy-Transfer/Reallocation/Redistribution of Funds.

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

1. The amended language in the FY 2026 Adopted Budget, as described in Attachment A, Adopted Budget Policy-Transfer/ Reallocation/ Redistribution of Funds to this resolution, is approved.
2. This resolution shall be effective after the date of its adoption.

Transfer / Reallocation / Redistribution of Funds

The Town Council of the Town of Herndon, by adoption of the annual budget, approves the following procedures for the transfer, reallocation, or redistribution of approved expenditures.

Department Heads and Directors

Except as outlined under Clarifications below, Department heads and directors are authorized to transfer/reallocate/redistribute any amount, up to \$100,000 of the approved operations, maintenance, and capital funding between approved expenditure accounts within their respective departments in the General Fund, other Governmental funds and Enterprise Funds only, except for salary and benefit accounts. Requests in excess of \$100,000 must be approved by the town manager. Requests in excess of \$200,000 must be submitted to the town manager for review, and to Town Council for approval.

Requested transfers from salary or benefits accounts of any amount must be submitted to the town manager for review and approval. Except as outlined under Clarifications below, Requirements in excess of \$100,000-\$200,000 must be submitted to the town manager for review, and to the Town Council for approval.

Town Manager

The town manager is authorized to approve the transfer/reallocation/redistribution of governmental and enterprise fund monies within a department or between departments in the same fund. Actions may be within or between the personnel, operations and maintenance and capital outlays/projects accounts. Except as outlined under Clarifications below, The total amount of each approval shall not exceed \$100,000 \$200,000 and multiple transfers to the same account cannot exceed a total of \$100,000\$200,000. Requirements in excess of \$100,000-\$200,000 must be submitted by resolution to the Town Council for approval.

Clarifications

Certain updates to the adopted budget are exempted from the policies outlined above. These exceptions include 1) correction of a budget load error, 2) transfers required by changes and updates to the existing ledger structure and account codes, and 3) the impact of approved staff reorganizations.

Town Council

As outlined above, The Town Council retains the responsibility and authority to approve by council action all transfers/reallocations/redistributions in excess of \$100,000\$200,000, and all budget amendments, including transfers between funds. In addition, only Town Council can authorize the reallocation of available reserve account funding when the reallocation is for a purpose other than the originally intended purpose of the reserve account.

Agenda Item: Resolution 25-G-70 to execute a contract with Loomis for Cash Deposit Services

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Marjorie Sloan, Finance Director

Description:

Staff is requesting approval to execute a contract with Loomis for cash deposit services. This is a five-year contract with expected total contract value of approximately \$105,000.

Background:

The bank fees associated with in-branch cash deposits are expected to increase significantly in 2026. An analysis was completed by Finance to recommend ways to mitigate the cost increase as well as evaluate the entire cash handling process. Finance recommends entering into a contract with Loomis to provide cash deposit services for the main cash handling sites in the town. A material portion of the town's tax and services transactions are still conducted with cash.

The contract involves installation of Loomis deposit safes and Loomis deposit pickup and electronic deposit services. This contract enables a cash handling process change that will:

1. Replace the in-branch deposit fees charged by Wells Fargo.
2. Eliminate the risk posed by town staff transporting deposits to the bank.
3. Eliminate the need for a town vehicle used for the deposit process.
4. Increase productivity of staff who will no longer devote time to the cash deposit process.

Timing Impact:

Implementation of the full process update will commence following execution of the contract.

Strategic Focus Area:

Strong Fiscal Stewardship

Fiscal Impact:

With savings related to town vehicle use and bank fees, the overall cost to the town will be neutral.

Legal Impact:

This contract has a five-year initial term, with renewal terms to follow unless either party provides written notice of non-renewal with 60 days notice. The Town Attorney has completed a review of the proposed contract.

Staff Recommendation/Next Steps:

Staff recommends approval to execute a contract with Loomis for the purpose of providing cash deposit services.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to execute a contract with Loomis for cash deposit services.

The Town of Herndon has identified and evaluated service providers to provide cash deposit services to identified cash handling sites conducting town transactions.

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

1. A contract will be executed with Loomis to provide deposit safes and deposit services for the Town of Herndon.
2. The Town Manager or their designee is authorized to approve contract modifications that modify scope, costs and contract time in accordance with procurement policy and regulations.

Agenda Item: Resolution 25-G-71 to approve and authorize the submission of two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTA) for Fiscal Year 2032 Regional Surface Transportation Program (RSTP) and Congestion Mitigation - Air Quality (CMAQ) funding

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Jaleh Moslehi, Capital Projects Planner/Engineer, Mark Duceman, Transportation Program Manager/Senior Planner

Description:

Staff proposes submitting one RSTP application and one CMAQ application to the NVTA - RJACC. The deadline for application submittals is January 16, 2025. The proposed projects and their respective funding requests are listed below, with project details provided on the following pages.

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 (VDOT-T25325) (CIP# 03-CD-16-002), Funding application request 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):

- Locust Street ADA Sidewalk Improvements (VDOT-T28877) (CIP# 03-CD-24-002), Funding application request up to \$1,000,000

Background:

RSTP project: Sterling Road Multi-Modal Improvements (VDOT-T25325):

This project envisions the reconfiguration of approximately 0.9 miles of Sterling Road, between Elden Street and Rock Hill Road, and includes the intersections of Herndon Parkway, Crestview Drive, and Elden Street. This project intends to reflect the town's current plans for traffic access management and multimodal circulation along this residential street. The concept design includes ADA-accessible sidewalks and

proposed bike lanes along the entire length of the project. The project objective is to implement access management and multimodal measures, improve traffic signalization, and add applicable turning lanes, all with the goal of increasing safety, reducing congestion, as well as enhancing circulation and connectivity while retaining the residential character of the Sterling Road corridor. The Sterling Road Multi-Modal Improvements project is included in the town's Capital Improvement Program and Comprehensive Plan. It is also listed in the NVTa TransAction plan and VDOT's Six-Year Improvement Program. The project has accumulated \$1,486,000 of previous federal RSTP funding.

CMAQ project: Locust Street ADA Sidewalk Improvements (VDOT-T28877):

This project involves 0.48 miles of 5-foot ADA-accessible sidewalk improvements along both sides of Locust Street, from Spring Street to Elden Street. This project also proposes new street lighting, curb and gutter, ADA curb cuts, and crosswalks to provide safer pedestrian access and connectivity between Herndon Middle School, downtown, and surrounding residential areas. Constructing continuous and ADA-compliant sidewalks aligns with the town's 2030 Comprehensive Plan's goals and objectives of integrating pedestrian and bike facilities with the street and transit network. The Locust Street ADA Sidewalk Improvements project is included in the town's Capital Improvement Program and Comprehensive Plan. It is also listed in VDOT's Six-Year Improvement Program. The project has accumulated \$3,656,092 of VDOT Revenue Sharing funding and \$500,000 of previous federal CMAQ funding.

Timing Impact:

The application deadline is January 17th, 2026. Funds will be allocated in FY 2032.

Strategic Focus Area:

Secure and Interconnected Community

Fiscal Impact:

No local match is required for town projects under the federal RSTP and CMAQ funding programs. If approved, this resolution will permit staff to apply for federal funds as an alternative to using town general funds for capital improvement projects. However, grant recipients will not receive a lump sum cash disbursement at the time of the award announcement. Instead, projects receive federal funds through a reimbursement process, in which the recipient must make expenditures before receiving any funds. Therefore, jurisdictions must have access to sufficient town general funding sources to manage the cash flow associated with the project.

Legal Impact:

Both projects will require the acquisition of right-of-way.

Staff Recommendation/Next Steps:

Staff recommends adoption of the attached resolution authorizing the submission of the funding applications to the Northern Virginia Transportation Authority (NVTa) for

Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funding for fiscal year 2032 for the projects titled 'Sterling Road Multi-Modal Improvements' and 'Locust Street ADA Sidewalk Improvements'.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to approve and authorize the submission of two funding applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTA) for Fiscal Year 2032 Regional Surface Transportation Program (RSTP) and Congestion Mitigation - Air Quality (CMAQ) funding.

The Herndon Town Council requests the submittal of two project applications to the Regional Jurisdiction and Agency Coordinating Committee (RJACC) of the Northern Virginia Transportation Authority (NVTA) for funds through the federal Regional Surface Transportation Program (RSTP) and Congestion Mitigation-Air Quality (CMAQ) funding programs for Fiscal Year (FY) 2032. This resolution evidences support for these federal transportation funding applications and commits to and supports the spending of the amount awarded in FY2032 for these capital improvement projects.

In accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish projects in the Town of Herndon.

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

1. Through the Northern Virginia Transportation Authority, the Town of Herndon requests that the Commonwealth Transportation Board is requested to establish the following projects in the Town of Herndon:
 - RSTP – ‘Sterling Road Multi-Modal Improvements’ (VDOT UPC-T25325 / TOWN CIP#: 03-CD-16-002): Funding application request up to \$1,500,000
 - CMAQ – ‘Locust Street ADA Sidewalk Improvements’ (VDOT UPC-T28877 / TOWN CIP# 03-CD-24-002): Funding application request up to \$1,000,000.
2. The Town of Herndon agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all applicable federal, state

25-G-71

and local requirements for design, right-of-way acquisition, and construction of the project.

3. The Town of Herndon will be responsible for maintenance and operating costs of the facility as constructed unless other arrangements have been made with VDOT; no town-local match is required under the federal RSTP and CMAQ funding programs.
4. If the Town of Herndon subsequently elects to cancel the project, the Town hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The Town also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.
5. The Town Manager is granted authority to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects.
6. 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.

Agenda Item: Resolution 25-G-72 to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #25-06 to amend Chapter 78 (ZONING), Section 78-60.4 (Chesapeake Bay Preservation Area Overlay (CBPAO)), to update sections for conformance with the Virginia Administrative Code regarding changes to the Chesapeake Bay Preservation Act

Meeting Date: December 9, 2025

Category: Consent

Prepared by: David Stromberg, Zoning Administrator

Description:

The Town of Herndon is one of the localities subject to the Chesapeake Bay Preservation Act. In September 2021, the State Water Control Board adopted a new section of the Chesapeake Bay Preservation Area Designation and Management Regulations (9 VAC25-830-155) to incorporate criteria for addressing resilience and adaptation when reviewing proposed development in Chesapeake Bay Preservation Areas. The Virginia Department of Environmental Quality issued Guidance Memo No. 25-2004 in June 2025 to assist localities with implementing the changes to the Virginia Administrative Code in their locally adopted codes. Staff will utilize the Model Chesapeake Bay Preservation Area Ordinance prepared by the Department of Environmental Quality to update the zoning ordinance sections pertaining to the Chesapeake Bay Preservation District.

Background:

The Chesapeake Bay Preservation Act went into effect on October 1, 1989, and has been updated over the years. The most recent update defines and allows the implementation of adaptation measures to address resiliency within the Resource Protection Area (RPA) without the need for an exception.

Timing Impact:

Guidance documents for implementation were issued in June 2025.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

N/A

Legal Impact:

Adoption of this zoning ordinance text amendment will bring the Herndon Zoning Ordinance into compliance with the Virginia Administrative Code regarding changes to the Chesapeake Bay Preservation Act.

Staff Recommendation/Next Steps:

Adopt the resolution so staff can bring this text amendment before the Planning Commission for public hearing.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #25-06 to amend Chapter 78 (ZONING), Article VI (Overlay Districts), Section 78-60.4 (Chesapeake Bay Preservation Area Overlay (CBPAO)), and Article XVIII (Definitions), Section 78-180 (Definitions) to update sections for conformance with the Virginia Administrative Code regarding changes to the Chesapeake Bay Preservation Act.

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

1. The Town Council initiates an amendment to Chapter 78 (ZONING), Article VI (Overlay Districts), Section 78-60.4 (Chesapeake Bay Preservation Area Overlay (CBPAO)), and Article XVIII (Definitions), Section 78-180 (Definitions) to update sections for conformance with the Virginia Administrative Code regarding changes to the Chesapeake Bay Preservation Act.
2. The public necessity, convenience, general welfare, and good zoning practice, require the Town Council's consideration of this proposed amendment.
3. The amendment is referred to the Planning Commission for its consideration, public hearing, and recommendation in accordance with Va. Code §15.2-2285(B) and Town Code Sec. 78-155.2(d).

Agenda Item: Resolution 25-G-73 to execute a contract with Central Square Technologies LLC

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Steven Pihonak, Chief of Police

Description:

In March 2023, the Town executed a software license and service agreement with Central Square Technologies LLC for the Pro Suite CAD system. Following significant operational challenges, the Town is terminating this agreement and initiating migration to the ONE Solution CAD Cloud platform, a proven and fully functional system also provided by Central Square Technologies LLC. This contract is necessary to effect this migration to ONE Solution.

Background:

In 2020, Central Square Technologies LLC announced the planned sunset of the ONE Solution CAD/Records Management System, which had served the Herndon Police Department reliably for many years. Agencies were directed to transition to the company's newer platform, Pro Suite CAD and Records Management System. In March 2023, the Police Department entered into a software license and service agreement with Central Square Technologies LLC for the purchase of Pro Suite CAD software.

Following the go-live date, it became evident that Pro Suite did not function as claimed. Despite extensive collaboration between the Police Department, the Town's IT Department, and Central Square's Pro Suite team, the system could not be stabilized or made operationally effective.

In 2024, Central Square Technologies LLC informed the department that it was reinstating and launching an upgraded version of ONE Solution, the system previously sunset. This announcement effectively reversed the company's prior decision and reintroduced the fully functional platform that had supported the department for many years. The police and IT departments would like to enter into this contract with Central Square LLC to migrate back to the One Solution platform and upgrade to the Cloud Platform to align with the town's broader initiative to move critical services to the cloud.

Timing Impact:

The Police Department continues to operate with a system that is operationally

deficient, characterized by the failure of core dispatch and records management functions essential to public safety. Efforts to remediate these deficiencies have placed a significant strain on both IT and police personnel.

Strategic Focus Area:

Secure and Interconnected Community

Fiscal Impact:

The negotiated implementation cost is \$228,617.00, which includes the migration of data from the Pro Suite configuration to the ONE Solution platform. Following implementation, the annual subscription fee, year two, will be \$157,430, reflecting the upgrade to the cloud-based platform. While the current annual subscription cost for Pro Suite is \$102,000, continuing to maintain a system that is not fully functional is not a viable option.

Legal Impact:

The Town has signed a Termination Agreement for the Pro Suite Product and paid all outstanding invoices.

Staff Recommendation/Next Steps:

Staff recommends approval of the Resolution as proposed.

Attachments:

1. Resolution (Proposed)
2. Contract, Central Square

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

DECEMBER 9, 2025

Resolution- to execute a contract with Central Square Technologies LLC.

In March 2023, the Police Department executed a software license and service agreement with Central Square Technologies LLC for the Pro Suite CAD system. Following significant operational challenges, the department is terminating this agreement and initiating migration to the ONE Solution CAD Cloud platform, a proven and fully functional system also provided by Central Square Technologies LLC.

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

1. The Town Manager is authorized to execute the contract with Central Square Technologies LLC to initiate migration to the ONE Solution CAD Cloud platform on such a form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.
2. The Town Manager is authorized to approve contract modifications that modify project scope, costs, and length of contract time in accordance with procurement policy and regulations if necessary.

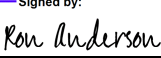
CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Town of Herndon, VA, for the benefit of the Herndon Police Department** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Town of Herndon, VA
1000 Business Center Drive Lake Mary, FL 32746	397 Herndon Pkwy, Suite 300 Herndon, VA 20170
Signed by: By: 	By:
CA1F6996BA0C4E7 Print Name: Ron Anderson	Print Name:
Print Title: Chief Revenue Officer	Print Title:
Date Signed: 12/5/2025	Date Signed:

Solution: ONESolution CAD & RMS

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement’s express provisions (the “**Initial Term**”).

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement’s provisions (a “**Renewal Term**” and, collectively, with the Initial Term, the “**Term**”).

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal

Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. **Application Programming Interface "API".** If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API.

by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

- 2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with

Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
9. **Personal Data**. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
 - 9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
 - 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
 - 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
 - 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.
10. **Representations and Warranties**.
 - 10.1. **Intellectual Property Warranty**. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
 - 10.2. **Intellectual Property Remedy**. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
 - 10.3. **Software Warranty**. CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
 - 10.4. **Software Remedy**. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
 - 10.5. **Services Warranty**. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
 - 10.6. **Disclaimer of Warranty**. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRAL SQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare Technologies, LLC**
 1000 Business Center Dr.
 Lake Mary, FL 32746
 Phone: 407-304-3235
 Attention: Legal/Contracts

If to Customer: **Town of Herndon Police Department**
 397 Herndon Pkwy, Suite 300
 Herndon, VA 20170
 Phone: (703) 463-8278

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
16. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

- 21. Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.
- 29. Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
 - 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
 - 29.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Statement of Work
 - Exhibit 6:** Using/Accessing Agency Guidelines (if applicable)
 - Exhibit 7:** Service Level Commitments (if applicable)

Exhibit 8: Managed Services Provisions (if applicable)

Exhibit 9: Community Data Platform Agreement (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-230643

SOFTWARE

CAD					
	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CentralSquare ONESolution CAD Cloud Dispatch Position Annual Subscription Fee	10	3,680.00	- 12,880.00	23,920.00
2.	CentralSquare ONESolution CAD Cloud Platform Annual Subscription Fee	1	90,000.00	- 31,500.00	58,500.00
3.	ONESolution CAD Resource Monitor Display License With Maps Annual Subscription Fee	1	900.00	- 315.00	585.00
CAD Software Subtotal					127,700.00 USD
CAD Software Discount					- 44,695.00 USD
CAD Software Total					83,005.00 USD

INTERFACES					
	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
4.	ONESolution Virginia Supreme Court Citation Data Transfer Annual Subscription Fee	1	3,300.00	- 1,155.00	2,145.00
Interfaces Software Subtotal					3,300.00 USD
Interfaces Software Discount					- 1,155.00 USD
Interfaces Software Total					2,145.00 USD

MCT					
	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
5.	CentralSquare ONESolution CAD Cloud MCT Position Annual Subscription Fee	56	700.00	- 13,720.00	25,480.00

MCT Software Subtotal	39,200.00 USD
MCT Software Discount	- 13,720.00 USD
MCT Software Total	25,480.00 USD

RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
6.	CentralSquare ONESolution RMS Cloud Officer Annual Subscription Fee	56	750.00	- 14,700.00	27,300.00
7.	CentralSquare ONESolution RMS Cloud Platform Annual Subscription Fee	1	30,000.00	- 10,500.00	19,500.00

RMS Software Subtotal	72,000.00 USD
RMS Software Discount	- 25,200.00 USD
RMS Software Total	46,800.00 USD

SOFTWARE SUMMARY

Software Subtotal	242,200.00 USD
Software Discount	- 84,770.00 USD
Software Total	157,430.00 USD

SERVICES

DATA CONVERSION

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	4,680.00
2.	Public Safety Project Management Services - Fixed Fee	4,680.00
3.	White Box Implementation Services - Fixed Fee	43,512.00

Data Conversion Services Subtotal	52,872.00 USD
Data Conversion Services Discount	- 1,684.80 USD
Data Conversion Services Total	51,187.20 USD

IMPLEMENTATION SERVICES

	DESCRIPTION	TOTAL
4.	ONESolution CAD Cloud Migration Services (10-16 CAD Positions) - Fixed Fee	10,000.00
5.	ONESolution RMS Cloud Migration Services (1-2,500 Sworn) - Fixed Fee	10,000.00

Implementation Services Services Total 20,000.00 USD

SERVICES SUMMARY

Services Subtotal	72,872.00 USD
Services Discount	- 1,684.80 USD
Services Total	71,187.20 USD

SUMMARY

Software Subtotal	242,200.00 USD
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Services Subtotal 72,872.00 USD

Subtotal	315,072.00 USD
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Discount - 86,454.80 USD

Total	228,617.20 USD
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RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	157,430.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Legacy support and maintenance fees for ProSuite shall be due until the Delivery Date of this replacement ONESolution software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.
- Annual Subscription Fees shall increase by 3% starting on year 3, and then 5% beginning on year 6

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE NAIC #
CN130114897-EOIC-GAWU-24-25	INSURER A: The Charter Oak Fire Insurance Co. 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company Of America 25674 INSURER D: Travelers Casualty And Surety Company 19038 INSURER E: AVG Specialty Insurance Company 26883 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			H-660-55758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-65783539-24-13-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS \$ LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-65801390-24-13	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-65783668-24-13-G	08/31/2024	08/31/2025	☒ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit 5,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
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ACORD 25 (2016/03)

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EXHIBIT 5
Statement of Work

(Attached)

SUMMARY OF SERVICES



Herndon Police, VA, WhiteBox Statement of Work, Q-132229

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

Services Scope of Project

The project includes the following scope of services.

Please see attached addendums for specific information related to this project.

- Addendum 1 – White Box Statement of Work



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

PROJECT NAME: HERNDON POLICE -DATA CONVERSION

DATE: 12/2/2025

This Statement of Work (SOW) sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PRIMARY POINTS OF CONTACT INFORMATION:

Central Square: _____

White Box: _____

Herndon: _____

PERIOD OF PERFORMANCE: 12/15/25-to sixty days after Agency's Go Live

PROJECT SUMMARY: Conversion of source legacy data for use in Central Square Enterprise Onesolution RMS/CAD. According to the availability and completeness of the source data and target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible within the parameters outlined below. Where Agency/Herndon Police (Herndon) is referenced below, Central Square will assume the responsibility to work with Herndon to complete the task.

Roles and responsibilities:

Central Square

- Project Manager and System Engineer
 - o Manage project scope, schedule and performance, coordinate conversion activities with White Box
 - o Assist with adherence to schedule, and issue resolution.
 - o Inform White Box of issues impacting conversion.
 - o Report conversion issues to White Box in a timely manner following a delivery, including necessary details to research and resolve.
 - o Coordinate access for Whitebox to access customer's environment

Herndon

- Central Square to facilitate access to Agency Legacy System Subject Matter Expert and IT Support to:
 - o Provide legacy data files to White Box
 - o Work with White Box to retrieve data and layout information from legacy system in either CSV, Flat Files with table header layouts or in a portable (e.g. SQL) format
 - o Inform White Box of issues impacting conversion, promptly answer technical and/or business operation questions.
 - o Review, provide feedback and approve Table Mapping, Field and Code Documents
 - o With White Box assistance (if needed) thoroughly review mock conversions per schedule. Mandatory scheduled review sessions with White Box are required between



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

the first and second iterations that will include all data being populated into the target modules

- o Provide, generate, and validate source codes to target codes using the White Box online code mapper utility.

White Box

- Project Manager
 - o Manage project scope, schedule, and performance, coordinate conversion activities with Central Square.
- Data Analyst
 - o Prepare Table Mapping, Field and Code Documents; deliver to Herndon for review.
 - o Work with Central Square and (as requested by Central Square) to develop the conversion rules and resolve issues identified during mock(s) and final conversion.
 - o Lead, schedule and conduct dedicated screen shares to assist Herndon with code mapping and reviewing of mock data.
- Engineer
 - o Retrieve and prepare source data and set up other applicable systems.
 - o Build, test, run conversion and deliver converted data to Central Square
 - o Load Converted data into target database for customer testing. Central Square to assist with sync tools/utilities. If Herndon does not agree to White Box access, this responsibility will be for Central Square Data Conversion Engineer.
 - o Remove Herndon data from White Box Systems 45 days after Go Live.

Assumptions and Constraints:

- This project includes up to three mock iterations for Agency review for all data being converted, and a final go live conversion consisting of the source data provided to White Box Technologies. Herndon/Central Square will provide no more than two source data dumps/backups consisting of: the initial CAD/RMS data backup used for building and reviewing the converted data, and a backup used for RMS/CAD go live. Any additional backups requested by Central Square/Herndon to be restored will result in a change request. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format and must match the same format for each backup. Anything contrary will be a change request.
- Data may be provided by Central Square/Herndon using any of the following methods: Deliver to a secure FTP site, provided by White Box, Max file size is 100 GB, Save the files to a file location provided by Central Square or Herndon; provide access for White Box to access and retrieve, or Save the files on a hard drive and deliver to White Box
- Central Square will provide the code tables populated with Herndon data prior to the 1st Mock to support the data mapping and conversion. White Box will not be creating or building codes or any code tables and is the responsibility of the Agency to validate their codes. All necessary code mapping must be completed prior to the first Mock delivery during the initial implementation. If new codes are needed to be added to the target system, these will be identified during the code mapping validation process.



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Central Square or Herndon, can result in a day-for-day delay in subsequent milestones that White Box is responsible for. The period of performance begins from contract signing or a later date specified in the schedule to 60 days after the final scheduled go live. Should the period of performance extend beyond the agreed upon schedule and through no fault of White Box, a change request may be initiated for reallocation of resources.
- Following a White Box deliverable, unless otherwise specified, Central Square or Herndon (per schedule) has a set number of business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced to Central Square. Issues reported after that period of time will be resolved on a case-by-case basis and may or may not be subject to additional charges and / or a change request. Requested changes to the conversion code, new issues and issues tied to previous reported issues and found after the go live that were the result of not properly reviewing the converted data during the mock iterations are subject to a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data
- Images/Attachments included for OSSI supported file types, as long as the images are part of the modules being converted and have a home to reside in the target modules within scope.
- Addresses that are part of the data conversion cannot be geo verified by White Box. If Geo verification is a requirement for Herndon, Herndon will need to conduct their own Geo verification testing.
- All services and solutions provided by White Box Technologies under this Statement of Work shall comply with the CJIS Security Policy. White Box shall implement access controls, encryption, and secure storage practices consistent with CJIS requirements. White Box shall coordinate with any Agency's designated security personnel to ensure that all data handled during the conversion process remains secure. It is assumed all conversion activities will be performed within the White Box environment. Anything contrary will be a change request
- Code, configuration, and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database. Any upgrades made to the target database during implementation will be a change request. Any new fields requested to be added after the last mock iteration that have not been reported previously or changes made to the target templates after the first Mock will be a change request.
- Work performed under this Statement of Work is under warranty by White Box for sixty (60) days following delivery of the final conversion. For any issues that are the direct result of a White Box error and found within the 60-day warranty period, White Box will fix those errors. Errors or omissions in converted data that result from application, database, source data changes or requested changes to the conversion logic made by Central Square or Herndon following acceptance of any Spec Document, mock conversions, including not properly reviewing the data during the mock iterations or only reviewing partial data, the final go live and found after the 60-day warranty period are not included in this Statement of Work and will be subject to a change request.



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

Estimated Key project milestones:

<u>Milestone</u>	<u>Responsibility</u>
Deliver source data and code tables to White Box.	Herndon/Central Square
Deliver Table Mapping Document	White Box
Deliver code mapping utility	White Box
Validate source Codes to Target Codes	Herndon
Deliver first mock converted data	White Box
Review of mock Converted data	Herndon/Central Square
Deliver second mock converted data	White Box
Review of mock converted data	Herndon/Central Square
Deliver third mock converted data	White Box
Review of mock converted data	Herndon/Central Square
Deliver source data for go live	Herndon/Central Square
Deliver final RMS/CAD converted data	White Box
Cut off for reporting post conversion issues (60 day Warranty Period, after delivery of data for go live)	Herndon/Central Square

Source System(s):

- Central Square Pro
- Number of Source Data Tables needing Analysis and Conversion: Up to 66 total source data tables. Only the most heavily used data tables containing over 1000 records per table are converted. (Lookup tables, code tables, and other source database tables that contain a minimal number of data fields and primarily exist for database normalization purposes do not count against this limit).
- Source data delivered to White Box Technologies: 8/25. If any additional data needs to be converted beyond the specified source data table count listed above, additional charges will apply.

Target System (s):

- Target Modules in scope: Central Square Onesolution CAD/RMS that includes; CAD, RMS-Names, Vehicles, Attachments, Cases, Citations/warnings, Field Interviews, Accident, Warrant, Property/Evidence and Personnel.
- Modules out of scope: JMS and any other RMS target modules other than those listed above. Any additional source tables needed beyond the source tables listed above and any other target module being populated with converted data other than these outlined in the Statement of Work, are not part of the included overall source data table count and will be a change request to be converted, regardless if within the threshold of converted source table count included above.



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

In Scope Service:

The following outlines the services that are considered within the scope of this Statement of Work.

Baseline Services

Service	Definition
Data Conversion	Changing digital data from one format to another so it can be used in another software application. Converted data is delivered in the form of Mock/Test iterations, go live converted data and potential GAP conversions as per the scope above.
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Documentation	All issues reported, fixes applied to issues, known issues that cannot be fixed, conversion rules, delivery dates, mapping and logic as well as source tables being converted, and target modules populated is tracked and documented in White Box's on-line project management tool.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application

Out of Scope

The following outlines the services that are considered outside the scope of this Statement of Work.

Central Square/Herndon is requested to submit a Change Request in order to include any of these optional services within the scope of this Statement of Work. Note that additional services may result in added cost and/or schedule delay.

Optional Services

Service	Definition
Additional Conversions/Go Lives	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database



SUMMARY OF SERVICES

ADDENDUM 1 – WHITE BOX STATEMENT OF WORK

Custom Reports	Reports to indicate data that meets a certain criterion provided by Central Square / Herndon
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Standard Name Merge	A Standard Name Merge consisting of merging the data based on the following criteria: DOB; with One of the following unique identifiers, SSN, DL Number/DL State, FBI #, or State ID #.
Convert to multiple databases	Option to convert data to more than one target database.
Financial Conversion	Any data that has financial components (fees, obligations, payments, interest etc), that needs to be calculated, converted and populated into the target application.
Preliminary Run of Converted Data	Option to analyze and run the Names section only before full conversion run to validate cleanliness and number of potential duplicates.

This Statement of Work is Valid from 60 days from date of issuance.

EXHIBIT 6

Intentionally Omitted

EXHIBIT 7**Service Level Commitments**

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- 2. Exceptions.** The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:
- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
 - C. **Third-Party Acts.** Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 - 4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
 - 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

EXHIBIT 9

Intentionally Omitted

Agenda Item: Ordinance 25-O-29 to approve and authorize the mayor to sign a lease extension between the Town and the Honorable Irene Shin, Member of the House of Delegates, for office space at 397 Herndon Parkway

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney, Scott E Robinson, Director of Public Works/Acting Deputy Town Manager

Description:

Request to adopt an Ordinance to approve a lease extension for space in the Town's building located at 397 Herndon Parkway.

Background:

Delegate Shin currently occupies approximately 185 sq. ft of space in the town's building located at 397 Herndon Parkway that is used as an office for constituent services. The current lease dated December 12, 2023, that was effective on January 1, 2024, expires on December 31, 2025, aligning with the House of Delegates 2-year election terms. Delegate Shin has been re-elected and would like to continue to occupy the office space.

Timing Impact:

This proposed lease extension will extend the expiration date by 2 years so that it will expire on December 31, 2027, aligning with the timing of the 2027 House of Delegates elections.

Strategic Focus Area:

Good Governance

Fiscal Impact:

The rent for this space is proposed to remain \$1.00, consistent with other leases for governmental entities at this location.

Legal Impact:

Town policy and Virginia State Code require town council action on leases of town property.

Staff Recommendation/Next Steps:

Approval of the Ordinance as proposed.

Attachments:

1. Ordinance (Proposed)
2. Lease Extension - Delegate Shin

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

DECEMBER 9, 2025

Ordinance- **to approve and authorize the mayor to sign a lease extension 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:

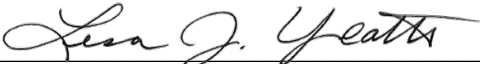
1. The Extension of Lease dated December 9, 2025, between the Town of Herndon ("Town") and the Honorable Irene Shin, Member of the House of Delegates ("Tenant") is approved.
2. This instrument extends the expiration date of the original lease dated December 12, 2023, for a period of 2 years, to December 31, 2027.
3. In all other respects the original lease remains in effect.
4. The mayor is authorized to sign and deliver this Extension of Lease and any other instrument necessary to evidence or effectuate the agreement.
5. This ordinance shall be effective on and after the date of its adoption.

Extension of Lease

This Extension of Lease dated December 9, 2025, hereby extends the December 31, 2025 termination date of the existing Lease between the Town of Herndon, a Virginia municipal corporation (Town) and the Honorable Irene Shin, Member of the House of Delegates (Tenant), dated December 12, 2023, for office space in a portion of the Town's building located at 397 Herndon Parkway for constituent services (Lease) for a period of 2 years (Extension).

THEREFORE, for the consideration stated in the Lease and herein, the parties agree as follows:

1. The Lease is incorporated by reference.
2. The Lease shall terminate on **December 31, 2027**.
3. In all other respects, the Lease is confirmed.

TOWN OF HERNDON, VIRGINIA _____ Keven J LeBlanc, Jr., Mayor	IRENE SHIN, MEMBER OF THE HOUSE OF DELEGATES  _____
	APPROVED AS TO FORM  _____ Lesa J. Yeatts, Town Attorney

Agenda Item: Ordinance 25-O-30 to approve and authorize the mayor to sign a lease extension between the Town and Board of Supervisors of Fairfax County, Virginia, for office space at 397 Herndon Parkway

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney, Scott E Robinson, Director of Public Works/Acting Deputy Town Manager

Description:

Request to adopt an Ordinance to approve a lease extension for space in the town's building located at 397 Herndon Parkway.

Background:

The Board of Supervisors currently occupies approximately 185 sq. ft of space in the town's building located at 397 Herndon Parkway that is used for office space. The current lease dated January 23, 2024, which was effective on January 1, 2024, expires on December 31, 2025.

Timing Impact:

This proposed lease extension will extend the expiration date by 2 years so that it will expire on December 31, 2027, aligning with the timing of the 2027 Fairfax County Board of Supervisor elections.

Strategic Focus Area:

Good Governance

Fiscal Impact:

The rent for this space is proposed to remain \$1.00, consistent with other leases for governmental entities at this location.

Legal Impact:

Town policy and Virginia State Code require town council action on leases of town property.

Staff Recommendation/Next Steps:

Approval of the Ordinance as proposed.

Attachments:

1. Ordinance (Proposed)
2. Lease Extension - 397 Herndon Pkwy

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

DECEMBER 9, 2025

Ordinance- to approve and authorize the mayor to sign a lease extension between the Town and Board of Supervisors of Fairfax County, Virginia, for office space at 397 Herndon Parkway.

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

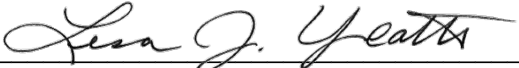
1. The Extension of Lease dated December 9, 2025, between the Town of Herndon ("Town") and Board of Supervisors of Fairfax County, Virginia ("Tenant") is approved. This instrument extends the expiration date of the original lease dated January 23, 2024, for a period of 2 years, to December 31, 2027.
2. In all other respects the original lease remains in effect.
3. The mayor is authorized to sign and deliver this Extension of Lease and any other instrument necessary to evidence or effectuate the agreement.
4. This ordinance shall be effective on and after the date of its adoption.

Extension of Lease

This Extension of Lease dated December 9, 2025, hereby extends the December 31, 2025 termination date of the existing Lease between the Town of Herndon, a Virginia municipal corporation (Town) and Board of Supervisors of Fairfax County, Virginia (Tenant), dated January 23, 2024, for office space in a portion of the Town's building located at 397 Herndon Parkway (Lease) for a period of 2 years (Extension).

THEREFORE, for the consideration stated in the Lease and herein, the parties agree as follows:

1. The Lease is incorporated by reference.
2. The Lease shall terminate on **December 31, 2027**.
3. In all other respects, the Lease is confirmed.

TOWN OF HERNDON, VIRGINIA _____ Keven J LeBlanc, Jr., Mayor	BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA Signed by: _____  Name: Ellicia L. Seard-McCormick Title: Deputy County Executive of Administration
	APPROVED AS TO FORM _____  Lesa J. Yeatts, Town Attorney

Agenda Item: Ordinance 25-O-31 to approve and authorize the mayor to sign a lease extension between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for office space at 397 Herndon Parkway

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney, Scott E Robinson, Director of Public Works/Acting Deputy Town Manager

Description:

Request to adopt an Ordinance to approve a lease extension for space in the town's building located at 397 Herndon Parkway.

Background:

Senator Boysko currently occupies approximately 200 sq. ft of space in the town's building located at 397 Herndon Parkway that is used as an office for constituent services. The current lease dated December 12, 2023, which was effective on January 11, 2024, expires on December 31, 2025.

Timing Impact:

This proposed lease extension will extend the expiration date by 2 years so that it will expire on December 31, 2027, aligning with the timing of the 2027 Virginia State Senator elections.

Strategic Focus Area:

Good Governance

Fiscal Impact:

The rent for this space is proposed to remain \$1.00, consistent with other leases for governmental entities at this location.

Legal Impact:

Town policy and Virginia State Code require town council action on leases of town property.

Staff Recommendation/Next Steps:

Approval of the Ordinance as proposed.

Attachments:

1. Ordinance (Proposed)
2. Lease Extension - Senator Boysko

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

DECEMBER 9, 2025

Ordinance- **to approve and authorize the mayor to sign a lease extension between the Town and the Honorable Jennifer Boysko, Virginia State Senator, for office space at 397 Herndon Parkway.**

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

1. The Extension of Lease dated December 9, 2025, between the Town of Herndon ("Town") and the Honorable Jennifer Boysko, Virginia State Senator ("Tenant") is approved.
2. This instrument extends the expiration date of the original lease dated December 12, 2023, for a period of 2 years, to December 31, 2027.
3. In all other respects the original lease remains in effect.
4. The mayor is authorized to sign and deliver this Extension of Lease and any other instrument necessary to evidence or effectuate the agreement.
5. This ordinance shall be effective on and after the date of its adoption.

Extension of Lease

This Extension of Lease dated December 9, 2025, hereby extends the December 31, 2025 termination date of the existing Lease between the Town of Herndon, a Virginia municipal corporation (Town) and the Honorable Jennifer Boysko, Virginia State Senator (Tenant), dated December 12, 2023, for office space in a portion of the Town's building located at 397 Herndon Parkway for constituent services (Lease) for a period of 2 years (Extension).

THEREFORE, for the consideration stated in the Lease and herein, the parties agree as follows:

1. The Lease is incorporated by reference.
2. The Lease shall terminate on **December 31, 2027**.
3. In all other respects, the Lease is confirmed.

TOWN OF HERNDON, VIRGINIA _____ Keven J LeBlanc, Jr., Mayor	JENNIFER BOYSKO, VIRGINIA STATE SENATOR  _____
	APPROVED AS TO FORM  _____ Lesa J. Yeatts, Town Attorney

Agenda Item: Approval of Minutes

Meeting Date: December 9, 2025

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request to approve the following sets of Town Council meeting minutes.

- October 3, 2025, Town Council Retreat;
- November 5, 2025, Work Session; and
- November 12, 2025, Regular Meeting.

Background:

N/A

Timing Impact:

Timely action on the minutes is an important function of the Town Council.

Strategic Focus Area:

Good Governance

Fiscal Impact:

N/A

Legal Impact:

Code of Virginia Section 2.2-3707 outlines the requirements for the recording of minutes for the governing body.

Staff Recommendation/Next Steps:

Recommend approval as presented.

Attachments:

1. October 3, 2025, Town Council Retreat Draft Minutes
2. November 5, 2025, Draft Work Session Minutes
3. November 12, 2025, Draft Regular Meeting Minutes

**HERNDON TOWN COUNCIL
Retreat Meeting Minutes
Friday, October 3, 2025**

1. Call to Order

Mayor LeBlanc called the October 3, 2025, Town Council Financial Retreat meeting to order at 6:00 p.m. in the Herndon Police Department Community Room, 397 Herndon Parkway, Herndon, Virginia. In attendance were: Mayor Keven LeBlanc; Vice Mayor Clark Hedrick; and Councilmembers Cesar del Aguila, Kelvin Garcia (arrived at 8:10 p.m.), and Alex Reyes.

Councilmembers Naila Alam and Michael T. Lloyd were absent.

Staff present during the meeting: Kirstyn Barr Jovanovich, Interim Town Manager; Lesa Yeatts, Town Attorney; Scott Robinson, Acting Deputy Town Manager; Marjorie Sloan, Director of Finance, and Sally Fares, Senior Accountant.

Others present: Kyle Laux, Davenport & Co. and Dan Hoffman.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of four Councilmembers present. Councilmember Garcia had not yet arrived. Councilmembers Alam and Lloyd were absent.

2. Discussion

a. Town Council Retreat

Mayor LeBlanc recognized Kirstyn Barr Jovanovich, Interim Town Manager, who provided brief opening remarks. She stated that today's retreat would set a strong foundation around the town's financial picture, centering on the General Fund and providing a comprehensive review of the town's overall financial standing. She further stated that this session will provide the groundwork for the next phase of the Council's retreat which will focus on priority setting and guidance ahead of the fiscal year (FY) 2027 budget process. This next phase of the retreat will be rescheduled to future date.

Following Ms. Jovanovich's comments, Marjorie Sloan, Director of Finance, and Kyle Laux, Senior Vice President, Davenport & Co., provided presentations and lead discussions with Town Council on:

- The Town's current financial outlook, including FY 2025 preliminary results and FY 2026 year-to-date financials;
- Capital planning, including policies, capacity and affordability, and water and sewer utility plan of finance; and
- Financial proforma projections.

Recess

At 7:43 p.m. Mayor LeBlanc called a brief recess, and at 7:58 p.m. the meeting reconvened in the Herndon Police Department Community Room. Mayor LeBlanc determined there was a quorum of four Councilmembers present and with Mayor LeBlanc presiding.

Ms. Sloan, Mr. Laux, and Sally Fares, Senior Accountant, provided information and led discussions on analyses requested by Town Council during their January 2025 retreat as related to the Town's strategic plan. Discussions included:

- Analyses of stormwater management as a utility;
- Analyses of fleet management program and financing strategies;
- Financial trend monitoring; and
- Analyses of the town's solid waste fee program.

Regarding these discussions, staff indicated they would continue analyses as needed as they related to the town's annual budget process.

Ms. Jovanovich stated that the second portion of the retreat to be scheduled would focus on providing an update on the status of the strategic plan, specifically the priorities set by Town Council in January 2025, and identifying Town Council guidance ahead of the FY 2027 budget process.

3. Adjournment

There being no further business, Mayor LeBlanc adjourned the October 3, 2025 Town Council Financial Retreat at 10:05 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council: _____

HERNDON TOWN COUNCIL
Work Session Minutes
Wednesday, November 5, 2025

1. Call to Order

Mayor LeBlanc called the November 5, 2025, Town Council meeting to order at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Keven LeBlanc; Vice Mayor Clark Hedrick; and Councilmembers Cesar del Aguila, Councilmember Garcia (arrived at 7:03 p.m.), Michael T. Lloyd, and Alex Reyes.

Councilmember Naila Alam was absent.

Staff present during the meeting: Kirstyn Barr Jovanovich, Interim Town Manager; Lesa Yeatts, Town Attorney; Scott Robinson, Acting Deputy Town Manager; Chief Steven Pihonak, Herndon Police Department; Joselin Santana, Police Officer First Class, Brent Heavner, Chief Communications Officer; Tanya Kendrick, Director of Human Resources; Charlie Rutherford, Human Resources Generalist; Amanda Kertz, Town Clerk; and Becky Skillin, Deputy Town Clerk.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of five Councilmembers present. Councilmember Garcia had not yet arrived. Councilmember Alam was absent.

Amend the Agenda

Mayor LeBlanc stated that there was a need to amend the agenda to add a closed meeting topic, pursuant to the Code of Virginia Section:

- Section 2.2-3711(A)(8), consultation with legal counsel regarding specific pending litigation requiring the provision of legal advice by such counsel.

Councilmember Reyes moved to amend the agenda to include the additional closed meeting item, and Vice Mayor Hedrick seconded the motion.

The question was called on the motion, which carried by 5-0 roll call vote. Councilmembers del Aguila, Lloyd, Reyes, Vice Mayor Hedrick, and Mayor LeBlanc voting "Aye." Councilmember Garcia had not yet arrived. Councilmember Alam was absent.

Mayor Announcements

Mayor LeBlanc provided updates on the following:

1. Dan Hoffman, Town Manager, starts with the Town on Monday, November 10. The swearing in is on Wednesday, November 12, 6:30 p.m., prior to the start of the regular meeting.
2. Veterans Day will be observed on the Town Green on Tuesday, November 11, 11:00 a.m., hosted by the American Legion Post 184. Town offices will be closed in observance of Veterans Day. Due to the holiday, the Town Council Regular Meeting is on Wednesday, November 12 in the Council Chambers.

2. Discussion

a. Briefing on Hiring Process and Training Overview, Strategic Plan Focus Area: Good Governance

Mayor LeBlanc recognized Tanya Kendrick, Director of Human Resources, who reviewed the Town's process of hiring and training as it relates to Good Governance in the Strategic Plan. Ms. Kendrick explained the strategies, progress, success measures, and tools utilized by the Human Resources Department. Charlie Rutherford, Human Resources Generalist, reviewed the recruiting and training processes to highlight how hiring efforts support Town values.

There was discussion among the Council and staff regarding the Town's hiring processes, with focus on the following:

1. The application, screening, and onboarding processes for new hires.
2. Training, Leadership Cohort, and career ladder possibilities across departments.
3. Retention and the total compensation philosophy.
4. Review of current costs and future budgetary items.
5. Herndon as a desirable place to work.

Following discussion, Mayor LeBlanc requested that the staff consider an employee engagement survey that could be used for benchmarking future professional development metrics.

b. Briefing on Leveraging Technology in Public Safety

Mayor LeBlanc recognized Chief Steven Pihonak, Herndon Police Department, who provided an overview of how the Police Department is utilizing technology to enhance its law enforcement capabilities. Mayor LeBlanc stated that "Flock" is a brand of license plate reader cameras, one of many products sold by the Flock

company. Therefore, the Town will use the term "LPR" to describe license plate readers (LPRs) to minimize confusion.

In his presentation, Chief Pihonak focused on:

1. Intelligent tools available to law enforcement officers.
2. The digital forensics lab, which is nearly complete, is being fully funded by seized assets.
3. Red light enforcement cameras, which included a review of the requirements and steps necessary to implement installation and maintenance.
4. The process for adding red light cameras to a set number of intersections in the Town.
5. Benefits of enhanced technological solutions such as lowered crime and injury rates.

There was discussion among the Council and staff about the technological solutions available in law enforcement, focusing on the LPRs and potential installation of red light cameras, which included:

1. Verifying violations and requirements for sworn officer reviews of red light camera citations.
2. Management of the data that is gathered from these cameras.
3. Camera locations at intersections in Town.
4. Cost benefit analysis of installing red light cameras.

Responding to Councilmember Reyes and Vice Mayor Hedrick, Chief Pihonak stated that he will find out and share training requirements for officers on the red light camera systems, in alignment with State Code requirements.

Following discussion and with the consensus of Council, staff was requested to research enabling legislation for red light cameras in the Town.

c. Considering appointment of the Town Council Liaison to the Youth Engagement Policy

Mayor LeBlanc recognized Amanda Kertz, Town Clerk, who stated that this item is the second part of their consideration of the Youth Engagement Policy, which Council approved last week. She reviewed the Town Council Liaison's role as a link between the schools and the Town to improve youth engagement and gather youth input through focus group sessions held at the schools. The duties are advisory and collaborative in nature. The liaison would need to attend sessions in collaboration with FCPS to serve through the end of the Council's current term.

There was discussion among the Council and staff on this item. Mayor LeBlanc

noted the role is observatory, to serve as a point person, includes an end of year report, and would attend as possible sessions. Councilmember Reyes offered to serve as point person as his schedule allows, and Councilmember del Aguila offered to serve as backup.

Following discussion and with the concurrence of Council, staff was directed to draft a resolution appointing Alex Reyes as the Town Council representation for the liaison to the Youth Engagement Policy.

Mayor LeBlanc provided comments on the Councilmembers representing the legislative body and not as individual members.

Kirstyn Barr Jovanovich, Interim Town Manager, stated staff takes direction from the body, and the authorized next step is to move the policy forward as approved by the Town.

3. Roundtable

Councilmember del Aguila: provided comments about the political advertisements related to the recent election being over.

Councilmember Garcia: no comments.

Councilmember Lloyd: no comments.

Councilmember Reyes: no comments.

Vice Mayor Hedrick: no comments.

Mayor LeBlanc: provided comments on the following:

1. Thanked attendees of the Mayor's Town Hall on October 28; noting that the video is posted, with a question and answer document forthcoming.
2. Attended a ribbon cutting for the new Lidl store in Town.
3. Planet Fitness has a ribbon cutting ceremony on Friday, November 14.
4. Worked with the Town Association of Northern Virginia (TANV) on a charter for that group. He mentioned that he talked with TANV members about topics including parking and placemaking.
5. Mayor LeBlanc indicated that he would like to discuss parking requirements and placemaking in the future, especially as related to the development of the Comprehensive Plan.

Kirstyn Jovanovich, Interim Town Manager: provided an update on the merging of the departments of Communication and Economic Development, announcing that Collin Okoniewski has been named the Economic Development Manager. The new department is now called Office of Communications and Economic Engagement.

Mayor LeBlanc stated that he welcomes invitations to meet with businesses to discuss opportunities with the Town. He has been visiting various businesses around the community with Mr. Okoniewski to gather feedback and ideas.

Councilmember Lloyd provided comments about the process of planning events with the Town.

4. Closed Meeting

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

Section 2.2-3711(A)(8), consultation with legal counsel regarding specific pending litigation requiring the provision of legal advice by such counsel

Mayor LeBlanc stated that the Council needed to go into a closed meeting and that the appropriate meeting notices were provided in accordance with state law. The closed meeting was held in the Hoover Conference Room in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia.

Councilmember del Aguila moved that the Council convene in a closed meeting to discuss the following as permitted by Code of Virginia:

Section 2.2-3711(A)(1), for discussion of prospective candidates relative to appointments to boards and commissions; and

Section 2.2-3711(A)(8), consultation with legal counsel regarding specific pending litigation requiring the provision of legal advice by such counsel.

Vice Mayor Hedrick seconded the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers del Aguila, Garcia, Lloyd, Reyes, Vice Mayor Hedrick and Mayor LeBlanc voting "Aye." Councilmember Alam was absent.

At 8:25 p.m. Mayor LeBlanc called a brief recess, and at 8:30 p.m., the closed meeting reconvened in the Hoover Conference Room, all members present, with Mayor LeBlanc presiding. Councilmember Alam was absent.

5. Adjournment

There being no further business, Mayor LeBlanc adjourned the November 5, 2025 Town Council Work Session at 8:54 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council : _____

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HERNDON TOWN COUNCIL
Regular Meeting Minutes
Wednesday, November 12, 2025

1. Call to Order

Mayor LeBlanc called the November 12, 2025, Town Council meeting to order at 7:09 p.m. in the Herndon Council Chambers, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Keven LeBlanc; and Councilmembers Kelvin Garcia (arrived at 7:09 p.m.), Michael T. Lloyd, and Alex Reyes.

Vice Mayor Clark Hedrick and Councilmembers Naila Alam and Cesar del Aguila were absent.

Staff present during the meeting: Dan Hoffman, Town Manager; Kirstyn Barr Jovanovich, Deputy Town Manager; Lesa Yeatts, Town Attorney; Scott Robinson, Acting Deputy Town Manager; Chief Steven Pihonak, Herndon Police Department; Brent Heavner, Chief Communications Officer; Lisa Gilleran, Director of Community Development; Tanya Kendrick, Director of Human Resources; Marjorie Sloan, Director of Finance; Tammy Chastain, Deputy Director of Public Works; Bryce Perry, Deputy Director of Community Development; David Stromberg, Zoning Administrator; Maria Lee, Budget Manager; Page Kalapasev, Director of Information Technology; and Margie Tacci, Deputy Town Clerk.

2. Pledge of Allegiance to the Flag of the United States of America

Mayor LeBlanc led the audience in the Pledge of Allegiance to the Flag of the United States of America.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum with four Councilmembers present. Vice Mayor Hedrick and Councilmembers Alam, del Aguila were absent.

Mayor Announcements

Mayor LeBlanc provided the following community updates:

1. Welcomed Dan Hoffman, who was sworn in as Town Manager earlier that evening.

2. The local American Legion chapter hosted the Veterans Day Observance on November 11 on the Town Green, where Mayor LeBlanc gave remarks and a issued a mayoral proclamation.
3. The Herndon Turkey Trot will be on Saturday, November 22, 4:00 p.m. at the Community Center.
4. Town offices will be closed on Thursday, November 27 and Friday, November 28 for the Thanksgiving holiday. Trash will be collected Friday.
5. The next meeting will be a work session on Tuesday, December 2.
6. Herndon Hometown Holiday events are listed on social media platforms and the Town's website, including:
 - December 6: Herndon Holiday Homes Tour, model train show, and holiday tree lighting.
 - December 7: Holiday arts and crafts show at the Herndon Community Center.
 - December 13: WinterMarkt and Wreaths Across America.
 - December 14: the Town's first Santa Social event at the Herndon Community Center.

3. Presentations/Reports/Comments

a. Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2025 by Brown Edwards and Company, LLP, Certified Public Accountants

Mayor LeBlanc recognized Marjorie Sloan, Director of Finance, to introduce the auditors.

Megan Argenbright, the Certified Public Accountant for Brown Edwards, provided the annual comprehensive fiscal report for 2025. The Town earned the Certificate of Achievement for Excellence in Financial Reporting (ACFR) for the 50th consecutive year in Fiscal Year 2025. The audit included letters for best practices, tools for internal controls, and notice of upcoming changes.

b. Town Manager Report

Mayor LeBlanc recognized Dan Hoffman, Town Manager, who thanked his family for their support in his new role. He thanked town staff for welcoming him and stated that he looks forward to working with and leading the Town of Herndon team.

c. Councilmember Comments

Councilmember Reyes: congratulated Town Manager Dan Hoffman on his recent appointment and provided comments on the Veterans Day observance yesterday, November 11.

Councilmember Garcia: apologized for his tardiness that evening. He welcomed the new Town Manager and provided comments on Veterans Day.

Councilmember Lloyd: welcomed the new Town Manager and provided comments on the Veterans Day Observance, noting that his father served in the Korean Conflict.

Mayor LeBlanc: provided comments on the following:

1. Congratulated Director Marjorie Sloan and the Finance Department on the audit and expressed appreciation for the team's excellent stewardship of the Town's financial resources.
2. Discussed recent economic development events and opportunities in the Town, including:
 - Grand opening at Lidl on October 29;
 - Grand reopening of Office Revolution on November 7;
 - Ribbon cutting at Planet Fitness on November 14; and
 - Meetings with local businesses Soliloquy Bridal and TELE Controls.
3. Leaf Collection continues until December 19. Information about the collection is included on the calendar and website.
4. Expressed excitement about a new event on May 16, 2026 — Polar Heat on Lynn Street. The Parks and Recreation department is looking for sponsors, vendors, and volunteers for the event.

Comments and Disclosures for the Record

Mayor LeBlanc asked Margie Tacci, Deputy Town Clerk, if comments for the record or signed disclosure declarations from Council were received. Ms. Tacci stated that comments were received by Council and entered into the record on General item 6(b), Ordinance 25-O-28, to amend Chapter 66 (Streets, Sidewalks, and Certain Other Public Places), to add a new section 66-1.1, Duty of property owners and tenants to remove snow from sidewalks. The Town Clerk did not receive additional public comments or disclosures on any other items listed on that meeting's agenda.

4. Comments from the Audience

Mayor LeBlanc reviewed the process and asked those who wanted to provide Comments from the Audience to come forward.

The following individuals provided comments:

- Mary Burger, representing the Cultivating Community Committee: encouraged those present to attend the Herndon Holiday Homes Tour, and stated that tickets were available at the Depot. She commended the Town's holiday lights displayed in the downtown.

Ms. Burger announced the winners of the recent Spooktacular Halloween contest: 1419 Cotterell Court, the corner of Jeff Ryan Drive, and 1308 Alabama Drive.

- Barbara Glakas, 935 Barton Oaks Place, Herndon: provided comments on General item 6(b), Ordinance 25-O-28, regarding snow removal.

5. Public Hearings

- a. **Ordinance 25-O-21 to adopt Zoning Ordinance Text Amendment ZOTA #25-05, to amend Chapter 78 (ZONING), Article XV (Decision-Making Authorities, Application Review and Permitting), to update sections for conformance with the Code of Virginia, to clarify notice requirements, and make other housekeeping amendments as deemed necessary and appropriate**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 31 and November 7, 2025 issues.

- b. **Ordinance 25-O-22 to adopt Subdivision Ordinance Text Amendment SOTA #25-01 to amend Chapter 70 (SUBDIVISION OF LAND), Article I (Subdivisions Generally), and Article II (Subdivision Review Procedures and Requirements), to update sections for conformance with the Code of Virginia, to clarify certain processes and make other housekeeping amendments as deemed necessary and appropriate**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 31 and November 7, 2025 issues.

Mayor LeBlanc opened the public hearings and stated that the first two items will be presented concurrently with separate votes public hearings and votes on each item. He recognized Bryce Perry, Deputy Director of Community Development, who provided an overview of the proposed items. He stated that the proposed amendments would align the Town Code with recent changes made to the Virginia State Code. These amendments clarify reviewing authority and include housekeeping items to align with procedural provisions with current protocols.

Public Hearing and Vote on Ordinance 25-O-21

Mayor LeBlanc stated that there would be separate public hearings on each item, and called on comments from the audience for Ordinance 25-O-21. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Reyes moved to approve Ordinance 25-O-21 to adopt Zoning Ordinance Text Amendment ZOTA #25-05, to amend Chapter 78 (ZONING), Article XV (Decision-Making Authorities, Application Review and Permitting), to update sections for conformance with the Code of Virginia, to clarify notice requirements, and make other housekeeping amendments as deemed necessary and appropriate, as presented.

Motion seconded by Councilmember Garcia.

The question was called on the motion, which carried by a 4-0 roll call vote. The vote was: Councilmembers Garcia, Lloyd, Reyes, and Mayor LeBlanc voting "Aye." Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent

Public Hearing and Vote on Ordinance 25-O-22

Mayor LeBlanc called for comments from the audience. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Reyes moved to approve Ordinance 25-O-22 to adopt Subdivision Ordinance Text Amendment SOTA #25-01 to amend Chapter 70 (SUBDIVISION OF LAND), Article I (Subdivisions Generally), and Article II (Subdivision Review Procedures and Requirements), to update sections for conformance with the Code of Virginia, to clarify certain processes and make other housekeeping amendments as deemed necessary and appropriate, as presented.

Motion seconded by Councilmember Garcia.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd, and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

- c. **Ordinance 25-O-23 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 4, regarding the Town Manager to permit the Town Council flexibility to contract with the Town Manager regarding the location of their residence, and to clarify the duties of the Town Manager relative to employees consistent with Chapter 54 of the Town Code**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 24, and October 31, 2025, issues.

- d. **Ordinance 25-O-24 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 5, regarding appointive offices to clarify that the Town Council shall have two appointive officers; the Town Manager and the Town Attorney and that the Town Manager has authority to employ any deputies and assistants to these appointive officers pursuant to Chapter 54 of the Town Code relating to Personnel**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 24, and October 31, 2025, issues.

- e. **Ordinance 25-O-25 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 6.1, to repeal Sec. 6.1:2 regarding deputies and assistants to the Town Attorney**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 24, and October 31, 2025, issues.

- f. **Ordinance 25-O-26 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 7 Miscellaneous, to repeal Sec. 7.5 regarding Town of Herndon School Board**

Certificates of Publication were filed from the Editor of the *Fairfax County Times* newspapers, showing that notice of said public hearing items had been duly advertised in the Friday, October 24, and October 31, 2025, issues.

Mayor LeBlanc opened the public hearings and recognized Lesa Yeatts, Town Attorney, for the concurrent staff reports. Mayor LeBlanc stated that there will be separate public hearings on each item.

Ms. Yeatts stated that pursuant to Virginia Code Section 5.2.22, to amend its Charter, a locality must properly advertise and hold public hearings on the requested items. She confirmed that the items were advertised as required. Following Council's review and approval, the items to be amended have to proceed to the General Assembly for legislative review. To be reviewed at the next General Assembly session, the Town's state representatives have requested that they receive the amendments by November 15. Ms. Yeatts reviewed each item and noted that the proposed amendments will include housekeeping items. A brief description of the amendments is summarized below:

1. Chapter 4: relates to the requirements that the town manager must reside within the town; includes proposed language allowing the Town Council discretion to negotiate a reasonable distance for the town manager's residence location, as part of hiring contract discussions.
2. Chapter 5: includes updated references to the appointed officials of the Town Manager and Town Attorney.
3. Chapter 6: clarifies the employment of deputy and assistant town attorneys; aligns the Charter with Town Code Chapter 54 and with standard employment practice.
4. Chapter 7, Section 7.5: request to remove references to the Herndon School Board; this section no longer applies since Fairfax County School Board maintains authority over public schools in the town.

Public Hearing and vote on Ordinance 25-O-23

Mayor LeBlanc called for comments from the audience. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Reyes moved to approve Ordinance 25-O-23 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 4, regarding the Town Manager to permit the Town Council flexibility to contract with the Town Manager regarding the location of their residence, and to clarify the duties of the Town Manager relative to employees consistent with Chapter 54 of the Town Code, as presented.

Motion seconded by Councilmember Lloyd.

There were brief comments from Council.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

Public Hearing and vote on Ordinance 25-O-24

Mayor LeBlanc called for comments from the audience. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Garcia moved to approve Ordinance 25-O-24 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 5, regarding appointive offices to clarify that the Town Council shall have two appointive officers; the Town Manager and the Town Attorney and that the Town

Manager has authority to employ any deputies and assistants to these appointive officers pursuant to Chapter 54 of the Town Code relating to Personnel, as presented.

Motion seconded by Councilmember Reyes.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd, and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

Public Hearing and vote on Ordinance 25-O-25

Mayor LeBlanc called for comments from the audience. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Reyes moved to approve Ordinance 25-O-25 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 6.1, to repeal Sec. 6.1:2 regarding deputies and assistants to the Town Attorney, as presented.

Motion seconded by Councilmember Garcia.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

Public Hearing and vote on Ordinance 25-O-26

Mayor LeBlanc called for comments from the audience. Seeing no comments, Mayor LeBlanc closed the public hearing and moved to Council level for discussion and action.

Councilmember Garcia moved to approve Ordinance 25-O-26 to request the 2026 Virginia General Assembly amend the Charter of the Town of Herndon, Chapter 7 Miscellaneous, to repeal Sec. 7.5 regarding Town of Herndon School Board, as presented.

Motion seconded by Councilmember Reyes.

The question was called on the motion, which carried by 4-0 roll call vote. The vote

was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

6. General

a. Resolution 25-G-61 to adopt the Town of Herndon's 2026 Legislative Program

Mayor LeBlanc recognized Lesa Yeatts, Town Attorney, for the staff report, who stated that along with the Charter Amendments, the Town will present an overall Legislative Program to the state representatives. She reviewed the proposed position statements and stated that staff also recommends adopting the Virginia Municipal League (VML) legislative program. The proposed program package is attached to this item on this meeting's agenda.

Councilmember Lloyd moved to approve Resolution 25-G-61 to adopt the Town of Herndon's 2026 Legislative Program, as presented.

Motion seconded by Councilmember Reyes.

There were brief comments from Council.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd, and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

b. Ordinance 25-O-27 to amend the Fiscal Year (FY) 2026 Adopted Budget for the General Fund

Mayor LeBlanc recognized Marjorie Sloan, Director of Finance, who provided an overview of amendments to the general fund. The amendments cover the following requests:

1. Informational Technology: \$205,000 for critical and professional services to help modernize IT operations, as was recommended last year.
2. Parks and Recreation: appropriate \$30,000 for costs associated with the Bready Park fencing installation; a donation was received in this amount from the Herndon Youth Soccer Association in September.
3. Herndon Police Department equipment: \$65,000 for Justice Association Grant Law Enforcement equipment to be able to implement the \$75,000 grant from the VA Department of Criminal Justice Program.

The net impact on the budget is \$300,000, and Ms. Sloan stated that staff recommends approval of the proposed ordinance, as presented.

Councilmember Garcia moved to approve Ordinance 25-O-27 to amend the Fiscal Year (FY) 2026 Adopted Budget for the General Fund, as presented.

Motion seconded by Councilmember Reyes.

The question was called on the motion, which carried by 4-0 roll call vote. The vote was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

c. Ordinance 25-O-28 to amend Chapter 66 (STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES), Article I (In General), to add a new section 66-1.1 (Duty of property owners and tenants to remove snow from sidewalks)

Mayor LeBlanc recognized Tammy Chastain, Acting Director of Public Works, Operations, for the staff report. She stated that during the September 9 Town Council Work Session, there was a discussion on snow removal. The proposed amendment clarifies the responsibilities of property owners and tenants to remove snow within 24 hours following a snowfall. The timeline is similar to other jurisdictions and staff recommends approval of the proposed ordinance, as presented.

There was discussion among Council and staff on the proposed ordinance, including:

1. Public conveyance on private property.
2. Town code requirements for property owners to remove all obstructions on public conveyance.
3. Objective requirements for all property-owning entities, to include homeowners, businesses, schools, and tenants.
4. Community volunteerism and how to best look out for neighbors who may need assistance.
5. Public awareness and outreach.
6. Enforcement.

Councilmember Lloyd moved to approve Ordinance 25-O-28 to amend Chapter 66 (STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES), Article I (In General), to add a new section 66-1.1 (Duty of property owners and tenants to remove snow from sidewalks), as presented.

Motion seconded by Councilmember Garcia.

There were brief comments from Council.

The question was called on the motion, which carried by 4-0 roll call vote. The vote

was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

7. Consent

- a. Resolution 25-G-62 to appoint the Town Council Liaison and Alternate Liaison to the Herndon Youth Engagement Policy**
- b. Resolution 25-G-63 to appoint a member to the Board of Building Code Appeals**
- c. Resolution 25-G-64 to reappoint a member to the Board of Zoning Appeals**
- d. Approval of Minutes**
- i. October 28, 2025, Town Council Regular Meeting Minutes**

On motion of Councilmember Reyes, seconded by Councilmember Lloyd, the Consent Agenda items were approved and carried by a 4-0 roll call. The vote was: Councilmembers Garcia, Reyes, Lloyd and Mayor LeBlanc voting "Aye". Vice Mayor Hedrick and Councilmembers Alam and del Aguila were absent.

8. Adjournment

There being no further business, Mayor LeBlanc adjourned the November 12, 2025 Town Council Regular Meeting at 8:18 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council : _____

[Note: Approved resolutions and ordinances are on file in the Town Clerk's office.]