



TOWN COUNCIL REGULAR MEETING AGENDA

Herndon Council Chambers
765 Lynn Street, Herndon, VA 20170

Tuesday, February 3, 2026 | 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 Black History Month, February 2026 (rescheduled from January 27, 2026)
- b. Town Manager Report
- c. 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. Ordinance 26-O-01 to amend Chapter 42 (MOTOR VEHICLES AND TRAFFIC), Article II (Administration and Enforcement), Division 3 (Enforcement), to add thereto a new section 42-65 entitled "Establishment of photo-monitoring systems to enforce traffic light signals" (rescheduled from January 27, 2026)
- b. Ordinance 26-O-02 to amend the Fiscal Year (FY) 2026 Adopted Budget for General Fund (rescheduled from January 27, 2026)
- c. Resolution 26-G-07 to declare a State of Local Emergency

6. Consent

- a. Ordinance 26-O-03 to amend Chapter 14 (BUSINESSES), Article IV (Massage Therapy), Sec. 14-70 (Massage regulation) and to amend Chapter 30 (FINANCE AND TAXATION), Article VII (Business, Professional, Occupational

License), Division 1 (Generally), Sec. 30-211 (Definitions) to update code references to Fairfax County's Massage Establishments Code (rescheduled from January 27, 2026)

- b. Ordinance 26-O-04 to amend Chapter 2 (ADMINISTRATION), Article 1 (In General), Sec. 2.2 (Freedom of Information Act Requests), to delete reference to specific positions serving as FOIA Officers (rescheduled from January 27, 2026)
- c. Ordinance 26-O-05 to approve and authorize the mayor to sign a 5-year Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road (rescheduled from January 27, 2026)
- d. Resolution 26-G-01 to award Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects (rescheduled from January 27, 2026)
- e. Resolution 26-G-02 to award Contract RFP #26-03, Sponsorship Management (rescheduled from January 27, 2026)
- f. Resolution 26-G-03 affirming commitment to fund the locality share of the South Elden Street Corridor Improvements (UPC 115669) Project, under agreement with the Virginia Department of Transportation, and to provide signature authority (rescheduled from January 27, 2026)
- g. Resolution 26-G-04 to appoint a member to the Board of Zoning Appeals (rescheduled from January 27, 2026)
- h. Resolution 26-G-05 to reappoint members to the Historic District Review Board and the Architectural Review Board/Historic District Review Boards (rescheduled from January 27, 2026)
- i. Resolution 26-G-06 to reappoint a Town of Herndon representative to the Phase II Dulles Rail Transportation Improvements Tax District Advisory Board (rescheduled from January 27, 2026)
- j. Approval of the December 2, 2025, Town Council Work Session Minutes (rescheduled from January 27, 2026)
- k. Approval of December 9, 2025, Town Council Regular Meeting Minutes (rescheduled from January 27, 2026)
- l. Approval of the December 19, 2025, Special Town Council Closed Meeting Minutes (rescheduled from January 27, 2026)

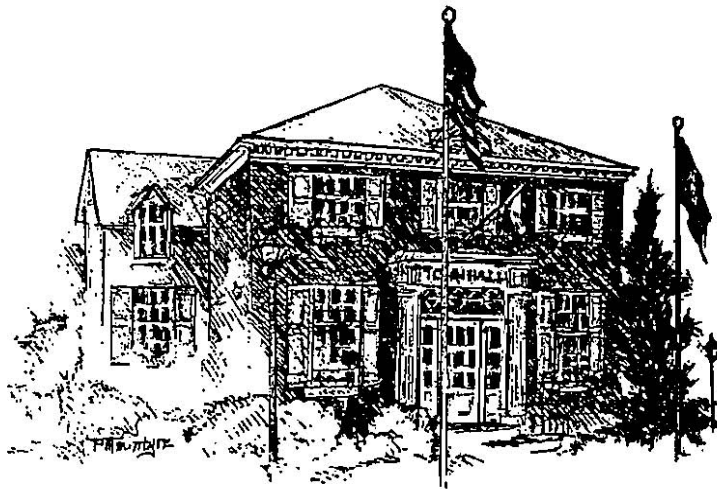
7. Work Session

The Town Council will hold a work session in the Hoover Conference Room following the conclusion of the Regular Meeting. The work session will be recorded and live-streamed. The public is welcome to attend this work session; however, there is no public comment during work sessions.

- a. Mid-Year Financial Update and Economic Outlook Discussion (rescheduled from January 27, 2026)

8. Adjournment

Interpretación en Español está disponible en esta sesión.



TOWN OF HERNDON, VIRGINIA PROCLAMATION BLACK HISTORY MONTH FEBRUARY 2026

This year marks one hundred years since historian and educator Dr. Carter G. Woodson laid the foundation for **Black History Month**, and the Town of Herndon recognizes this observance to honor the lived and shared experiences of all Black Americans – those whose names are celebrated and those whose legacies remain known only through the progress they made possible. Throughout the month of February, events are planned nationwide honoring the history and impact of Black Americans.

Herndon's own story reflects the impact of African American residents who shaped the Town with resilience, enterprise, and civic spirit. Figures such as Henry Simms, a Black business owner and blacksmith during Herndon's incorporation, embody this legacy. The historic Black neighborhoods of Oak Grove and Cooktown likewise represent communities that contributed to Herndon's growth, cohesion, and character through generations of determination and shared purpose.

Black History Month is more than a commemoration of historic events – it is a reminder that Black history is American history. It invites us to take an unvarnished look at where we have been so we can build a better future, recognizing that all of us have benefitted from the labors of those who came before. Town life is a collaborative work in progress, and the Town of Herndon encourages all residents to honor the stories, achievements, and sacrifices that continue to shape our community.

Therefore, the Mayor of the Town of Herndon, together with the Herndon Town Council, hereby proclaims the month of February 2026 as **Black History Month** in the Town of Herndon; encourages all citizens to celebrate Black history and culture – emphasizing the importance of educating others about the contributions and accomplishments of Black Americans; and highlights the resolve of Black Americans, who helped build our nation and furthered the cause of social justice.

Agenda Item: Ordinance 26-O-01 to amend Chapter 42 (MOTOR VEHICLES AND TRAFFIC), Article II (Administration and Enforcement), Division 3 (Enforcement), to add thereto a new section 42-65 entitled “Establishment of photo-monitoring systems to enforce traffic light signals” (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: General

Prepared by: Steve Pihonak, Chief of Police, Lesa Yeatts, Town Attorney

Description:

This ordinance utilizes the enabling authority contained in Code of Virginia 15.2-968.1 to establish a photo-monitoring system to enforce traffic light signals.

Background/Timing Impact:

Virginia Code § 15.2-968.1 authorizes cities, counties, and towns to enact ordinances permitting the use of photo-monitoring systems (“red-light cameras”) to enforce compliance with traffic light signals at designated intersections. Adoption of this ordinance provides the legal foundation for the Town to implement automated red-light enforcement to improve safety and support the Town’s strategic goal of fostering a Secure and Interconnected Community.

The addition of red-light camera enforcement directly supports the Town’s success measure of reducing motor vehicle accidents to promote the safe movement of pedestrians, cyclists, and other active transportation users. Red-light violations are a significant cause of angle collisions, among the most severe crash types. Automated enforcement is a proven tool for improving intersection safety and enhancing driver compliance with traffic signals.

Implementing red-light camera enforcement provides several public-safety and operational benefits:

- **Reduction in intersection crashes:** Use of automated enforcement has been shown to significantly decrease red-light running and related collisions.
- **Improved driver behavior:** The presence and visibility of cameras create a consistent, predictable enforcement environment that encourages voluntary compliance.
- **Efficient use of police resources:** By automating enforcement at high-risk

intersections, sworn officers can be reassigned to higher-priority calls and proactive community policing.

Virginia Code § 15.2-968.1 establishes specific requirements and safeguards, all of which are incorporated into the proposed ordinance. Key elements include:

- **Signage Requirements:** Clear signage must be installed at each monitored intersection.
- **Sworn Officer Review:** Every potential violation must be inspected, verified, and affirmed by a sworn Herndon Police Officer prior to issuance.
- **Intersection Limits:**
 - Generally, localities may install cameras at one intersection per 10,000 residents.
 - For localities in Planning District 8 (including the Town of Herndon), the limit is 10 intersections or one per 10,000 residents, whichever is greater.
- **Council Authorization Required:** The Town Council must adopt an ordinance before any system may be deployed.
- **Traffic Safety Study:** Each proposed location must undergo a traffic engineering safety analysis to justify installation.
- **Private Operation Permitted:** A private vendor may own, maintain, and operate the system under contract with the Town.
- **Civil Penalty Process:**
 - Citations are civil—not criminal—and are issued to the registered owner of the vehicle.
 - No points are assessed to a driver’s record and violations do not affect insurance.
- **Data Purging:** All data must be purged within 60 days after collection of the civil penalty, ensuring strong privacy protections.
- **Annual Certification:** The system must undergo annual certification confirming compliance with Code requirements.
- **Public Awareness:** A public education campaign is required prior to implementation.

The implementation of a traffic light signal violation monitoring system is currently recommended in drafts of the Roadway Safety Action Plan, and was mentioned in several community comments. It is likely that the plan will recommend adoption of the applicable code and deployment of such systems at High Injury Intersections.

Timing Impact:

The initial step is to adopt this ordinance authorizing the photo-monitoring system. Staff will then proceed to complete the required traffic engineering studies and procure a

contractor to operate the program.

Strategic Focus Area:

Secure and Interconnected Community
Good Governance

Fiscal Impact:

The Town is required to complete an engineering study in advance of deploying a traffic light signal violation monitoring system. Staff estimates fiscal burden prior to system installation is as follows:

- \$10,000 for an engineering study per location
- \$1,000-\$3,000 for potential installation of safety improvements required per location prior to deployment of a traffic light signal violation monitoring system

The Town is also required to deliver a public awareness program for the system.

It is expected the Town's selected contractor would guarantee a cost-neutral or better program structure following installation of required safety measures. This ensures that implementation, operation, and maintenance of the red-light camera system will not create a financial deficit to the Town.

Legal Impact:

Pursuant to the Code of Virginia, Town Council approval is required to amend the Town Code.

Staff Recommendation/Next Steps:

Staff recommends adoption of the ordinance as proposed.

Attachments:

1. Ordinance (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

FEBRUARY 3, 2026

Ordinance- to amend Chapter 42 (MOTOR VEHICLES AND TRAFFIC), Article II (Administration and Enforcement), Division 3 (Enforcement), to add thereto a new section 42-65 entitled “Establishment of photo-monitoring systems to enforce traffic light signals”.

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

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

CHAPTER 42

(MOTOR VEHICLES AND TRAFFIC)

Article II. Administration and Enforcement

Division 3. Enforcement

Sec. 42-65 - Establishment of photo-monitoring systems to enforce traffic light signals.

A. Definitions. Except for those terms defined in chapters 1 and 2 of the Town Code, the terms used in this article have the meanings provided in Code of Virginia, § 15.2-968.1(A).

B. Traffic light signal violation monitoring system. In accordance with the provisions of Code of Virginia, § 15.2-968.1, there is hereby established a traffic signal enforcement program imposing monetary liability on the operator of a motor vehicle for failure to comply with traffic light signals. The Town Manager shall cause the installation and operation of traffic light signal violation monitoring systems at no more than 10 intersections, or at no more than one intersection for every 10,000 residents within the town, whichever is greater, at any one time.

C. Failure to comply. The operator of a vehicle shall be liable for a monetary penalty imposed pursuant to this article if such vehicle is found, as evidenced by information obtained from a traffic light

26-O-01

signal violation monitoring system, to have failed to comply with a traffic light signal within the Town.

D. Proof of a violation. Proof of a violation of this article shall be evidenced by information obtained from a traffic light signal violation monitoring system authorized pursuant to Code of Virginia, § 15.2-968.1. A certificate, sworn to or affirmed by a law-enforcement officer employed by the Town authorized to impose penalties pursuant to this article, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape, or other recorded images produced by a traffic light signal violation monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape, or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation pursuant to this article.

E. Evidence. In the prosecution for a violation of this article, prima facie evidence that the vehicle described in the summons issued pursuant to this article was operated in violation of Code of Virginia, § 15.2-968.1, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person who committed the violation. Such presumption shall be rebutted if the owner, lessee, or renter of the vehicle: (i) files an affidavit by regular mail with the clerk of the Fairfax County General District Court that he was not the operator of the vehicle at the time of the alleged violation; or (ii) testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation. Such presumption shall also be rebutted if a certified copy of a police report, showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of this article, is presented, prior to the return date established on the summons issued, to the court adjudicating the alleged violation.

F. Penalty.

1) Imposition of a penalty pursuant to this article shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

2) The monetary penalty imposed under this article shall be the greater of: (i) \$ 50.00, or (ii) the highest amount permitted by Code

of Virginia, § 15.2-968.1(F), as may be amended, at the time of adjudication.

3) The monetary penalty imposed under this article shall not include court costs.

G. Summons. A summons for a violation of this article may be executed pursuant to, and must meet the requirements provided in, the provisions of Code of Virginia, § 15.2-968.1, as may be amended.

H. Information collected by a traffic light signal violation monitoring system.

1) Information collected by a traffic light signal violation monitoring system installed and operated pursuant to this article shall be limited exclusively to that information that is necessary for the enforcement of traffic light violations. On behalf of the Town, a private entity that operates a traffic light signal violation monitoring system may enter into an agreement with the Department of Motor Vehicles, in accordance with the provisions of Code of Virginia, § 46.2- 208(B)(21), to obtain vehicle owner information regarding the registered owners of vehicles that fail to comply with a traffic light signal. Information provided to the operator of a traffic light signal violation monitoring system shall be protected in a database with security comparable to that of the Department of Motor Vehicles' system, and used only for enforcement against individuals who violate the provisions of this article. Notwithstanding any other provision of law, all photographs, microphotographs, electronic images, or other personal information collected by a traffic light signal violation monitoring system shall be used exclusively for enforcing traffic light violations and shall not:

- a) be open to the public;
- b) be sold or used for sales, solicitation or marketing purposes;
- c) be disclosed to any other entity except as may be necessary for the enforcement of a traffic light violation or to a vehicle owner or operator as part of a challenge to the violation; or
- d) be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation of Code of Virginia, §§ 46.2-830, 46.2- 833, 46.2-835, 46.2-836 or requested upon order from a court of competent jurisdiction.

2) Information collected under this section shall be purged in accordance with the time periods provided in Code of Virginia, § 15.2-968.1(H), as may be amended.

3) The Town Manager shall annually certify compliance with Code of Virginia, § 15.2-968.1 and make all records pertaining to the traffic light signal violation monitoring systems available for inspection and audit by the Commissioner of Highways or the Commissioner of the Department of Motor Vehicles or his designee.

4) Any person who discloses personal information in violation of the provisions of this subsection shall be subject to a civil penalty of \$1,000.00 per disclosure. Any unauthorized use or disclosure of such personal information shall be grounds for termination of any relevant agreement between the Department of Motor Vehicles and a private entity.

I. Agreement with private entity. The Town may enter into an agreement with a private entity to compensate the private entity for providing the traffic light signal violation monitoring system established by this article, equipment required, and all related support services, to include consulting, operations and administration. However, only a law-enforcement officer employed by the Town may swear to or affirm the certificate required by Subsection (D). The Town shall not enter into an agreement for compensation based on the number of violations or monetary penalties imposed.

J. Determining installation sites. When selecting potential intersections for the traffic light signal violation monitoring system, the Town Manager shall consider the mandatory factors identified in Code of Virginia, § 15.2-968.1(J), as may be amended, and may also consider the risk to pedestrians as a factor, if applicable. Before the implementation of a traffic light signal violation monitoring system at an intersection, the Town Manager shall ensure the completion of an engineering safety analysis in accordance with the provisions of Code of Virginia, § 15.2-968.1(K).

K. Monthly evaluation. The Town Manager shall cause the monthly evaluation of the traffic light signal violation monitoring system to ensure all cameras and traffic signals are functioning properly. Evaluation results shall be made available to the public.

L. Signage. A conspicuous sign must be placed within 500 feet of the intersection approach at which a traffic light signal violation monitoring system is used to enforce traffic light signals. There shall be a rebuttable presumption that such signs were in place at the time of the commission of the traffic light signal violation.

M. Town vehicles. Notwithstanding any other provision of this article, if a vehicle depicted in images recorded by a traffic light signal photo monitoring system is owned, leased, or rented by the Town, then the Town may access and use the recorded images and associated information for employee disciplinary purposes.

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

Agenda Item: Ordinance 26-O-02 to amend the Fiscal Year (FY) 2026 Adopted Budget for General Fund (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: General

Prepared by: Marjorie Sloan, Finance Director, Maria Lee, Budget Manager

Description:

Staff is proposing Amendment 3 to the FY 2026 Adopted Budget. The proposed amendment impacts the General Fund.

Background/Timing Impact:

The proposed FY 2026 Budget Amendment 3 is as follows:

1. Communications & Economic Engagement Personnel and Equipment

Appropriate \$50,000 for the General Fund to support two additional FTEs (\$30K) and associated operational and setup costs (\$20K) for the remainder of the fiscal year. These positions are essential to internalize services previously provided by HCTV and to expand the Town's communications and economic engagement capabilities. This action also requests an increase in the Town's authorized full-time equivalent (FTE) headcount.

2. Tree Canopy Reimbursement Grant

Appropriate \$112,000 for the General Fund toward costs associated with a reimbursement grant program for town-wide tree planting initiatives. This funding supports the expansion of the Town's tree canopy and environmental sustainability efforts; expenditures under this item are expected to be offset by grant reimbursements.

3. Roadway Safety Action Plan (RSAP)

Appropriate \$100,000 for the General Fund to support the continued development of the Roadway Safety Action Plan (RSAP). The RSAP will utilize a data-driven, community-informed approach to analyze crash and traffic safety data and identify high-risk locations. This plan will serve as a long-term framework to guide future safety investments and infrastructure strategies, aligning with the Town's goals for equity, accessibility, and livability.

4. Sunset Business Park Signal Justification Report

Appropriate \$30,000 for the General Fund to support the preparation of a traffic signal justification report for the Sunset Business Park area. The study will evaluate traffic

conditions, safety considerations, and applicable warrants to determine if a traffic signal is required. The findings will guide future decision-making and inter-agency coordination regarding traffic control improvements at this location.

5. "Polar Heat on Lynn Street" Community Event

Appropriate \$65,465 for the General Fund to support the newly established "Polar Heat" event on Lynn Street. This one-day event is designed to showcase Herndon's creative energy and reinforce the Town's "Live Differently" brand. This inclusive, family-friendly celebration will feature themed zones, interactive activities, and performances, transforming Lynn Street into a vibrant hub that highlights the diversity of the Herndon community.

The proposed budget amendment does not require a public hearing or advertisement under Virginia Code § 15.2-2507. The total amount of the amendment is less than 1% of the aggregate expenditures in the currently adopted budget, and therefore falls below the threshold that triggers the statutory public notice and hearing requirements.

Timing Impact:

Spending anticipated during FY 2026 upon approval of the ordinance.

Strategic Focus Area:

Strong Fiscal Stewardship

Fiscal Impact:

The net impact on the overall budget is \$357,465, funded partially by the State grant, anticipated sponsorship revenue, PEG fees, and the General Fund Unrestricted Fund Balance. Details of the revenue/expense impact can be found in Attachment A.

Legal Impact:

Virginia Code § 15.2-2507 allows localities to amend their adopted budget. The total amount of the amendment is less than 1% of the aggregate expenditures in the currently adopted budget, and therefore falls below the threshold that triggers the statutory public notice and hearing requirements.

Staff Recommendation/Next Steps:

To amend the Fiscal Year (FY) 2026 Adopted Budget for the General Fund.

Attachments:

1. Ordinance (Proposed)
2. FY26 Budget Amendment 3, Ordinance ATTACH A

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

FEBRUARY 3, 2026

Ordinance- **to amend the Fiscal Year (FY) 2026 Adopted Budget for the General Fund.**

In adopting this ordinance, the Town Council has considered the Town Manager's recommended budget modifications as described in Attachment A, FY 2026 Budget Amendment Number 3.

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

1. The financial adjustments to the FY 2026 budget, as described in Attachment A, FY 2026 Budget Amendment Number 3 to this ordinance, are approved.
2. This ordinance shall be effective on and after the date of its adoption.

TOWN OF HERNDON, VIRGINIA
FY 2026
BUDGET AMENDMENT NUMBER 3

The following appropriations and funding sources are proposed for amendment:

GENERAL FUND

Expenditure Appropriations	Amount	Revenue Source	Amount
Funding for 2 New FTEs and associated set up and operational cost	\$50,000	Use of PEG fees and Fund Balance	\$50,000
Town Forestry Grant for additional trees	112,000	Grant Reimbursement	112,000
Roadway Safety Action Plan	100,000	Use of Fund Balance	100,000
Sunset Business Park signal justification report	30,000	Use of Fund Balance	30,000
Polar Heat Community event	65,465	Sponsorship Use of Fund Balance	30,000 35,465
Total	\$357,465		\$357,465

Agenda Item: Resolution 26-G-07 to declare a State of Local Emergency

Meeting Date: February 3, 2026

Category: General

Prepared by: Lesa Yeatts, Town Attorney

Description:

On January 22, 2026, Governor Abigail D. Spanberger declared a state of emergency in the Commonwealth of Virginia due to National Weather Service forecasts that indicated a severe winter storm.

Following the Governor's action, on January 24, 2026, Chief of Police, Steven Pihonak, in his capacity as Emergency Management Coordinator for the Town of Herndon, declared a state of local emergency in the Town of Herndon.

In order for the Town to fully activate and utilize the comprehensive emergency management planning in the Herndon Emergency Management Plan and be afforded all of the powers pursuant to Virginia Code Sections 44-146.16 and 44-146.21, the Town Council must demonstrate its consent by ratifying the Chief's action on January 24, 2026 by approving the adoption of the resolution declaring a local state of emergency.

Background/Timing Impact:

On January 22, 2026, Governor Abigail D. Spanberger declared a state of emergency in the Commonwealth of Virginia due to National Weather Service forecasts that indicated a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages.

Pursuant to Virginia Code Section 44-146.21, a local emergency may be declared by the local director of emergency management with the consent of the governing body of the political subdivision. Furthermore, Virginia Code Sections 44-146.16 and 44-146.21 bestow upon the said local director of emergency management enumerated powers, activates the Town's Emergency Management Plan and authorizes the furnishing of aid and assistance thereunder.

The threat to public safety for the citizens of the Town of Herndon from this situation and its aftermath constitutes an emergency of such sufficient severity and magnitude to warrant a coordinated response by the various Town departments, agencies, and

voluntary organizations such that Chief of Police, Steven Pihonak, Emergency Management Coordinator for the Town of Herndon, declared a state of local emergency in the Town of Herndon on January 24, 2026.

In order for the Town to fully utilize the comprehensive emergency management planning in the Herndon Emergency Management Plan and be afforded all of the powers pursuant to Virginia Code Sections 44-146.16 and 44-146.21, the Town Council must demonstrate its consent by ratifying the Chief's action on January 24, 2026 by approving the adoption of the resolution declaring a local state of emergency.

Strategic Focus Area:

Good Governance

Fiscal Impact:

The full cost of the Town's response is underdetermined at this time.

Legal Impact:

The Governor's Declaration of Emergency and the Code of Virginia allow for some cost recovery when a Declaration of Local Emergency is formally declared. Town Council action in adopting this Resolution will meet that requirement.

Staff Recommendation/Next Steps:

Staff recommend adoption of the resolution as proposed.

Attachments:

- 1. Resolution (Proposed)
- 2. Declaration of Emergency by Chief - SNOW

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to declare a State of Local Emergency.

On January 22, 2026, Governor Abigail D. Spanberger declared a state of emergency in the Commonwealth of Virginia due to National Weather Service forecasts that indicate a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages.

The threat to public safety for the citizens of the Town of Herndon from this situation and its aftermath constitutes an emergency or disaster of such sufficient severity and magnitude to warrant a coordinated response by the various Town departments, agencies, and voluntary organizations such that Chief of Police, Steven Pihonak, Emergency Management Coordinator for the Town of Herndon, declared a state of local emergency exists in the Town of Herndon on January 24, 2026.

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

1. The Town Council hereby consents to and ratifies the declaration of local emergency on January 24, 2026, and declares that a local emergency exists in the Town of Herndon due to the snowstorm which created the potential for an emergency that threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss or hardship pursuant to Virginia Code Sections 44-146.16 and 44-146.21.
2. This resolution shall be in effect from the date of its adoption until further action by this body to amend or end the emergency.

**Declaration of Local Emergency and Disaster
Herndon, Virginia**

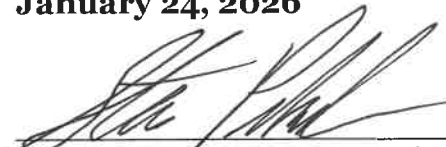
WHEREAS, On January 22, 2026, Governor Abigail D. Spanberger declared a state of emergency in the Commonwealth of Virginia due to National Weather Service forecasts that indicate a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages; and

WHEREAS, The threat to public safety to the residents of the Town of Herndon from this situation constitutes an emergency of such sufficient severity and magnitude to warrant a coordinated response by the various Town departments, agencies, and voluntary organizations; therefore, I hereby

DECLARE, as Emergency Management Coordinator for the Town of Herndon, Virginia that a local emergency exists in the Town of Herndon due to these weather conditions which will create the potential for an emergency that threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss and hardship threatened pursuant Virginia code sec. 44-146.16, and shall remain in effect until the Town Council for the Town of Herndon takes appropriate action to end the declared emergency; and it is

FURTHER DECLARED that the Emergency Management Plan for the Town of Herndon is in effect and, and the powers, functions and duties therein described are in effect in order to mitigate the effects of this emergency and disaster.

January 24, 2026



**Steven Pihonak, Chief of Police
Emergency Management Coordinator**

Agenda Item: Ordinance 26-O-03 to amend Chapter 14 (BUSINESSES), Article IV (Massage Therapy), Sec. 14-70 (Massage regulation) and to amend Chapter 30 (FINANCE AND TAXATION), Article VII (Business, Professional, Occupational License), Division 1 (Generally), Sec. 30-211 (Definitions) to update code references to Fairfax County’s Massage Establishments Code (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney

Description:

This amendment updates the Town Code to align with Fairfax County’s newly adopted Massage Establishment regulations by correcting code references that became effective as of January 1, 2026.

Background/Timing Impact:

The Fairfax County Board of Supervisors recently adopted a new Massage Establishment Code. The former Massage Establishment section, 28.1 was repealed and a new section, 28.2 was adopted.

Key provisions of the new Fairfax County code include:

- Transfer of full regulatory authority of Massage Establishments from the Department of Cable and Consumer Services to the Fairfax County Health Department.
- Elimination of local permitting for individual massage therapists, acknowledging state licensure.
- Plan review requirement for new facilities to ensure compliance with Fairfax County Zoning Ordinance and relevant Fairfax County Building Codes.
- Prohibitions on:
 - Controlled entry;
 - Sleeping quarters within or adjacent to massage establishments;
 - Employee use of alcohol, possession or use of other controlled substances; and
 - Sexually suggestive advertising.
- Provision to require training as mandated by the Health Department based on

trends and demonstrated need.

- Updated fee schedule:
 - County Massage Establishment Application \$200.
 - County Plan Review: New Submission, Renovation, Change of Ownership \$200.
 - County Reinspection \$100.
 - County Permit Reinstatement \$200.

Timing Impact:

It is important that these two housekeeping amendments be made immediately because the amendments to the Fairfax County Code took full effect on January 1, 2026. Amendments to the Herndon Town Code will take effect upon adoption (February 3, 2026).

Strategic Focus Area:

Good Governance

Fiscal Impact:

There is no fiscal impact for this town code amendment.

Legal Impact:

Pursuant to the Code of Virginia, Town Council approval is required to amend the Town Code.

Staff Recommendation/Next Steps:

Staff recommends adoption of the Ordinance as proposed.

Attachments:

1. Ordinance (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

FEBRUARY 3, 2026

Ordinance- to amend Chapter 14 (BUSINESSES), Article IV (Massage Therapy), Sec. 14-70 (Massage regulation) and to amend Chapter 30 (FINANCE AND TAXATION), Article VII (Business, Professional, Occupational License), Division 1 (Generally), Sec. 30-211 (Definitions) to update code references to Fairfax County's Massage Establishments Code.

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

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

CHAPTER 14

(BUSINESSES)

Article IV. Massage Therapy

Sec. 14-70 - Massage regulation.

(a) The town council endorses, incorporates by reference, and ordains with necessary changes suitable for application in and complementary enforcement by the town, Chapter 28.4~~2~~ "~~Massage Therapy, Establishments and Services~~ **Massage Establishments Code**," Code of the County of Fairfax, Virginia (1976), as amended, or any successor chapter, subdivision, or amendment regulating massage therapists or massage establishments and related enforcement. It is the town council's intention to adopt the entire Fairfax County massage therapists and massage establishments regulatory program and related criminal penalty as the law of the town, while continuing cooperative Fairfax County's administration and enforcement in the town of these regulations and penalty provisions.

(b) Any person who violates or causes to be violated any provision of this article including the above referenced Chapter 28.4~~2~~, Code of the County of Fairfax (1976), as amended, or any successor chapter, subdivision, or amendment regulating massage therapists or massage establishments and related enforcement, will be guilty of Class 1 misdemeanor.

26-O-03

CHAPTER 30
(FINANCE AND TAXATION)

Article VII. Business, Professional, Occupational License

Division 1. Generally.

Sec. 30-211. - Definitions.

Massage means the treatment, for compensation, of soft tissues for therapeutic purposes by the application of massage and bodywork techniques based on the manipulation or application of pressure to the muscular structure or soft tissues of the human body, unless the massage is excluded from regulation by Code of County of Fairfax § 28.4 ~~2-1-4~~.

Massage *establishment* means any fixed place of business where a massage is administered to a client, unless the place is excluded from regulation by Code of County of Fairfax § 28.4 ~~2-1-4~~.

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

Agenda Item: Ordinance 26-O-04 to amend Chapter 2 (ADMINISTRATION), Article 1 (In General), Sec. 2.2 (Freedom of Information Act Requests), to delete reference to specific positions serving as FOIA Officers (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney

Description:

This amendment updates the Town Code by removing outdated references to specific FOIA Officer positions, ensuring the Code reflects current practice while maintaining compliance with state law requirements.

Background/Timing Impact:

Virginia Code § 2.2-3704.2(B) requires that each public body designate a Freedom of Information Act (FOIA) Officer and make the officer's name and contact information available to the public upon request, as well as post and maintain this information on the public body's official website for the duration of the designation. The Town currently complies with this requirement by posting the FOIA Officer's information on its website.

This amendment removes references in the Town Code to specific positions previously identified as FOIA Officers. Those positions no longer serve in that capacity, and the proposed change is intended as a housekeeping update to ensure the Town Code accurately reflects current practice and assignments while maintaining compliance with state law.

Timing Impact:

This ordinance will be effective on and after its adoption.

Strategic Focus Area:

Good Governance

Fiscal Impact:

There is no fiscal impact for this Town Code amendment.

Legal Impact:

Pursuant to the Code of Virginia, Town Council approval is required to amend the Town

Code.

Staff Recommendation/Next Steps:

Staff recommends adoption of the ordinance as proposed.

Attachments:

1. Ordinance (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

FEBRUARY 3, 2026

Ordinance- to amend Chapter 2 (ADMINISTRATION), Article 1 (In General), Sec. 2.2 (Freedom of Information Act Requests), to delete reference to specific positions serving as FOIA Officers.

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

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

CHAPTER 2

(ADMINISTRATION)

Article 1. In General

Sec. 2-2 - Freedom of Information Act requests

(a) The town supports good faith, timely, and responsive compliance to citizens' request for public records under the Virginia Freedom of Information Act (Code of Virginia, § 2.2-3700, and following) (the Act).

(b) This policy effectuates the Act. Nothing in this section varies or legally may vary the Act. In case of a conflict, the Act prevails.

(c) Citizens are requested to reduce to writing their formal requests for copies of or access to public records so that the requested records are identified with reasonable specificity. The town will respond to written or non-written requests for copies of or access to public records under the Act.

~~(d) The Herndon Police Public Information Officer (HPD PIO) is hereby designated as the town's FOIA officer for Town of Herndon Police records. The chief communications officer (CCO) is hereby designated as the Town's FOIA officer for all other requests for public records.~~

(e)(d) Citizens should direct formal requests for copies of or

26-O-04

access to public records to the appropriate FOIA officer. The FOIA officer will coordinate and manage responses to formal requests for copying of or access to public records under the Act.

~~(f)~~**(e)** The FOIA officer shall in written communication that meets the Act provide or render available non-exempt public records within five working days after the receipt of the request pursuant to the provisions of the Act.

~~(g)~~**(f)** The town shall charge for the actual town reproduction costs of public records provided to and at the formal request of the citizen. The town manager shall establish in writing, document in a public filing, publicize, and periodically adjust based on prevailing reasonable rates the town's reproduction costs.

~~(h)~~**(g)** The town shall charge the citizen a reasonable charge to cover town's actual personnel cost to access, search for, duplicate, and supply records subject to a formal request. The staff time for these services shall be the hourly rate of the employee, excluding fringe benefits. The town will not charge for time spent in supervision of the citizen's inspection and copying of the public records or for their preservation and safe keeping.

~~(i)~~**(h)** The citizen requesting in a formal request copies of or access to public records may ask for an advance estimate of the town's costs for complying with the formal request for records. If the costs are likely to exceed \$200.00, the town will require the citizen to pay the estimated costs in advance before the town must provide access to or copies of the records subject to a formal request. If the town provided this advance cost estimate, the statutory period for response stops running until the citizen pays the estimate. The town and the citizen must make an equitable adjustment of such costs upon the provision of the public records.

~~(j)~~**(i)** Where the request for public records is legally complex or raises legal questions, the town may charge the town attorney's hourly rate less fringe benefits for support of the handling of the formal request for copies of or access to public records.

~~(k)~~**(j)** Nothing in this section shall preclude the town manager, town attorney, or their respective staffs from informally responding to citizens without charge for reproduction or staff

time to simple, day-to-day, or routine requests for access to or copies of readily available, concise, and discrete public information. Such requests are "informal requests" under the Act. All other requests under the Act are "formal requests." In case of doubt, the town manager may determine whether a request is a formal request or an informal request. The town manager's decision is final.

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

Agenda Item: Ordinance 26-O-05 to approve and authorize the mayor to sign a 5-year Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Lesa Yeatts, Town Attorney

Description:

Proposed 5-year lease renewal of residential town-owned property for the Golf Course Superintendent.

Background/Timing Impact:

In 1985, the Town constructed a residence at 1270 Old Heights Road within the Herndon Centennial Golf Course for use by the Golf Course Superintendent, as required by their employment agreement. The current Superintendent, who began in August 2002, continues to reside there under this arrangement, which supports his “on-call” responsibilities and oversight of the course during non-operational hours.

The three-bedroom, 2.5-bath home has been consistently maintained by the Superintendent and Public Works as needed and was recently inspected by a third-party contractor to ensure it is in good condition and to schedule any needed repairs. The Superintendent pays all utilities.

Timing Impact:

The most recent 5-year lease expired on September 30, 2025. The proposed new lease would be effective retroactively beginning on October 1, 2025 through September 30, 2030.

Strategic Focus Area:

Good Governance
 Thriving Community

Fiscal Impact:

Date Range	Monthly Rent	Annual Rent
------------	--------------	-------------

October 1, 2025 through January 31, 2026	\$1,095 (holdover amount)	\$13,356.00
February 1, 2026 through September 30, 2026	\$1,122.00	
October 1, 2026 through September 30, 2027	\$1,150.00	\$13,800.00
October 1, 2027 through September 30, 2028	\$1,179.00	\$14,148.00
October 1, 2028 through September 30, 2029	\$1,209.00	\$14,508.00
October 1, 2029 through September 30, 2030	\$1,239.00	\$14,868.00

Legal Impact:

Virginia State Code requires town council action for all lease and franchise agreements on town property.

Staff Recommendation/Next Steps:

Staff recommends approval of the ordinance as proposed.

Attachments:

1. Ordinance (Proposed)
2. 2025 Lease, Signed

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

FEBRUARY 3, 2026

Ordinance- to approve and authorize the mayor to sign a 5-year Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road.

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

1. The Lease Agreement dated October 1, 2025, between the Town and Michael S. Mueller for residential property located at 1270 Old Heights Road is approved.
2. The mayor is authorized to sign and deliver this Lease Agreement and any other instrument necessary to evidence or effectuate the agreement.
3. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE dated this 1st day of October 2025 between the TOWN OF HERNDON, a municipal corporation ("Landlord"), and Michael S. Mueller ("Tenant").

RECITALS:

Landlord is the owner of certain premises bearing the address of 1270 Old Heights Road, Herndon, Virginia 20170, ("the Premises"); and Landlord and Tenant have agreed that Tenant will lease the Premises from Landlord in consideration of the rent, and under the terms and conditions specified in this lease:

NOW, THEREFORE, the parties agree as follows:

1. Term, Rent, and Security Deposit. The Landlord leases to the Tenant the Premises known as 1270 Old Heights Road, Herndon, Virginia 20170, from October 1, 2025, for the term of five years to expire on September 30, 2030. Tenant shall pay Landlord a graduated rent escalation per month as follows:

October 1, 2025 through January 31, 2026	\$1,095 per month (Holdover Amount)
February 1, 2026 through September 30, 2026	\$1,122.00 per month
October 1, 2026 through September 30, 2027	\$1,150.00 per month
October 1, 2027 through September 30, 2028	\$1,179.00 per month
October 1, 2028 through September 30, 2029	\$1,209.00 per month
October 1, 2029 through September 30, 2030	\$1,239.00 per month

The first installment shall become due on October 1, 2025. Tenant shall pay to Landlord monthly installments on the 1st day of each month after that date in the amount of the rent. All rental payments shall be made without notice, demand, set-off or deduction. If any installment of Rent is not paid within five days of its due date, Tenant shall pay to Landlord a late fee of Fifty dollars per late or non-paid installment. The unpaid amounts shall accrue interest at an annual rate of 10 percent from the date due until paid. Payment of rent, late fees, and any other monies payable by Tenant to Landlord shall be made by check or money order, at the address contained in paragraph 14 of this lease. If the rent has not been paid for two consecutive months, Tenant shall have relinquished rights of

possession of the Premises, shall immediately leave the Premises, and shall immediately remove Tenant's possessions from the Premises; and the lease shall then terminate.

A \$50.00 fee will be charged for any check which is returned from the bank for any reason. Any returned check must be redeemed with cash within 24 hours of notification.

Tenant's existing security deposit with Landlord of \$550.00, to secure Tenant's faithful performance of this lease is acknowledged. No interest shall be paid on this deposit. Upon termination or expiration of this lease, Town may use this security deposit to satisfy financial outlays necessary due to Tenant's non-compliance with the lease (as determined by Landlord). Landlord shall return to Tenant any unused portion of the security deposit within thirty days of termination or expiration of this lease.

2. Assignment/Subletting. This lease shall not be assigned, and no portion of the Premises sublet, without the prior written consent of the Landlord.

3. Use and Occupancy. The Premises shall be used for residential purposes for Tenant. No other persons may occupy the Premises without written authorization by the Town.

4. Fixtures, Condition and Repair of Premises.

The Tenant accepts the Premises in its existing condition as of the commencement of this Lease, reasonable wear and tear excepted. The Landlord shall be solely responsible, at Landlord's cost and expense, for all structural repairs and replacements and for all repairs, maintenance, inspection, and replacement of building systems and owner level components, whether interior or exterior. This includes, but is not limited to, the foundation, roof, decks, stairs, railings, driveway, hardscape, siding, exterior trim, windows, doors, chimneys, sump pumps, drainage systems, insulation, and all electrical, plumbing, and heating and cooling systems, including associated components and any safety or code related upgrades identified through inspection or required by applicable law. The Tenant shall be responsible only for routine, non-structural, and ordinary residential

maintenance items customarily performed by occupants of single-family dwellings. These responsibilities are limited to maintaining the interior of the Premises in a clean and sanitary condition, replacing light bulbs and batteries, changing HVAC filters, performing minor caulking, maintaining fixtures, clearing minor drain clogs, performing routine pest control, and maintaining the lawn, yard, and landscaping in a neat and orderly manner. The Tenant shall promptly notify the Landlord of any condition requiring repair beyond routine maintenance. The Tenant shall not be responsible for repairs arising from normal aging, material degradation, system failure, code compliance, life safety conditions, or conditions identified through inspections, except to the extent such conditions are caused by the Tenant's negligence or intentional misconduct.

The Landlord shall cause an inspection of the Premises to be performed no less than once annually during the term of this Lease. Such inspection may include, but is not limited to, review of structural elements, building systems, life safety conditions, and general property condition. The Tenant shall provide reasonable access for such inspection upon reasonable notice. Any deficiencies identified during the inspection that fall within the Landlord's responsibilities shall be corrected by the Landlord within a reasonable time.

5. Pets. Tenant may keep up to two dogs and up to two cats on the Premises.

6. Utilities. The Tenant shall have registered in Tenant's name and promptly pay all bills for all utilities charged to the Premises. The utilities payable by Tenant include water, sewer, recycling services, electric, gas, telephone, and cable television.

7. Quiet Enjoyment. The Landlord shall give Tenant quiet enjoyment for the term of the lease.

8. Default. Time is the essence of this lease agreement. If Tenant fails to make any payments required under this lease, or to restrict occupancy of the Premises to those persons set out in this lease; or uses the Premises for any other purposes than here stated; or fails to maintain the Premises in the condition here specified, or vacates the Premises,

or violates any other term of the lease, Tenant shall be in default under this lease. If Tenant defaults or in any way violates any term of this lease, Landlord may accelerate the indebtedness due under the lease. Landlord reserves the right in the event of a default by Tenant to enter the Premises and remove any and all property of the Tenant and to repossess the Premises.

9. Expenses of Landlord. Tenant shall pay to Landlord on demand all Landlord's expenses, including attorney's fees, which Landlord incurs in collecting Tenant's past due obligations or in enforcing any provision of this lease.

10. Legal Action by Landlord. If Tenant violates any term of this lease, Landlord may take any other action than that specified which is allowable by law for the enforcement of this lease.

11. Entry by Landlord. Landlord may enter the Premises for the purpose of inspecting the same or for making any repairs that Landlord may deem necessary or desirable, on reasonable notice to Tenant.

12. Insurance and Indemnification of Landlord. Tenant shall, at Tenant's cost, procure and pay for general public liability insurance insuring the acts of Tenant and guests in or about the Premises, naming Landlord as additional insured, and Tenant shall obtain fire insurance and extended coverage insuring Tenant's personal property. Tenant shall hold the Landlord, its employees, officers, and officials, harmless and shall indemnify the Landlord, its employees, officers, and officials, for any and all liabilities, damages, claims, suits, actions, judgments, costs and expenses, including attorney's fees, resulting from any incident which occurs on the Premises, except if caused by the negligence of Landlord. Tenant will deliver to the Landlord copies of such insurance policies or certificates showing the same to be in force during the term of this lease. Landlord may procure at its expense fire, liability and extended coverage insurance for the Premises.

13. Binding on Heirs/Assigns. This lease shall bind the successors and assigns of

the parties.

14. Notice. Notice to Landlord may be mailed or delivered to the Office of the Town Attorney, 777 Lynn Street, Herndon, Virginia 20170. Any notice to Tenant shall be delivered or mailed to Tenant or adult occupant at the Premises.

15. Lease Termination. The lease may be terminated by either party by providing at least 60 days written notice to the other. This lease shall terminate on the destruction of the Premises or the damage to the Premises to such an extent as to render the residence uninhabitable (as determined by Landlord). Upon termination under this paragraph, rent shall be equitably prorated. Tenant serves as Golf Course Superintendent for Landlord and Tenant is required to occupy the Premises on the Herndon Centennial Golf Course as a condition of employment. This lease will be terminated sixty days after Tenant's employment as Superintendent ceases due to resignation, termination, lay-off, retirement, or death.

16. Access to Property by Landlord, Realtors, Agent and Their Duly Designated Representatives. Landlord shall have the rights to exhibit the Premises to prospective purchasers or tenants, upon reasonable notice to the Tenant and to post a "For Sale" or "For Lease" sign in the front yard of the Premises.

17. Surrender of Premises. At the expiration of the tenancy here created, Tenant shall surrender the Premises in the same condition as the Premises was in at the commencement of this lease, reasonable wear and tear expected, and shall surrender all keys for the Premises to Landlord.

Signatures on following page

TOWN OF HERNDON, VIRGINIA

Keven J. LeBlanc, Jr., Mayor

Michael S. Mueller
Michael S. Mueller (Jan 8, 2026 12:48:56 EST)

Michael S. Mueller

APPROVED AS TO FORM:

Lesa J. Yeatts

Lesa J. Yeatts, Town Attorney









LEASE - 2025

Final Audit Report

2026-01-08

Created:	2026-01-08
By:	Sarah Dowdy (sarah.dowdy@herndon-va.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8xdyYHYYSYRL0A3NPOTAAGBhbvdh43PH

"LEASE - 2025" History

-  Document created by Sarah Dowdy (sarah.dowdy@herndon-va.gov)
2026-01-08 - 2:29:13 PM GMT
-  Document emailed to Michael S. Mueller (michael.mueller@herndon-va.gov) for signature
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-  Email viewed by Michael S. Mueller (michael.mueller@herndon-va.gov)
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-  Document e-signed by Michael S. Mueller (michael.mueller@herndon-va.gov)
Signature Date: 2026-01-08 - 5:48:56 PM GMT - Time Source: server
-  Agreement completed.
2026-01-08 - 5:48:56 PM GMT

Agenda Item: Resolution 26-G-01 to award Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Mike Shindledecker, Transportation Engineer

Description:

This resolution provides authorization for the Town to execute two contracts with Bowman Consulting Group Ltd. and Wallace Montgomery for RFP #26-02, On Call Engineering Services for Local / State / Federal Projects.

Background/Timing Impact:

The Town typically maintains several contracts with on-call professional consultants to perform small- to medium-scale project services. This request for proposal covers professional services within civil engineering, transportation engineering, community planning, stream restoration, environmental study, construction administration, construction inspection, and similar disciplines. The previous contract covering these services expired at the end of October 2025. This new contract incorporates additional provisions for on-call contractors to be certified by the Virginia Department of Transportation to perform State- and Federally-funded work. Additionally, staff is recommending awarding contracts to two offerors under this request for proposal to provide a broader range of technical services and enable resource balancing between multiple contractors.

Timing Impact:

The Town does not currently have an on-call contractor for Architectural and Engineering services as the previous contract expired at the end of October 2025. Town staff are holding a backlog of three to four projects which cannot be advanced until the new on-call contract is awarded.

Strategic Focus Area:

Secure and Interconnected Community
Environmental and Economic Sustainability
Strong Fiscal Stewardship

Fiscal Impact:

Funding for projects and activities assigned to on-call contractors is drawn from previously-appropriated funds in the Town's budget (including the Town's Capital Improvement Plan). No new funds would be appropriated with this resolution.

New terms within this contract enable consultants to perform State- and Federally-funded work without additional review by the State or amendments to the contract, thereby expediting Federally-funded project delivery.

Legal Impact:

This contract was procured under Town Code Chapter 30, Article VIII Fiscal Procedures, Division 2 – Procurement and requires Town Council approval as a multi-year contract expected to be in excess of \$100,000.

Staff Recommendation/Next Steps:

The staff recommends that the Town Council approve the attached resolution to award and execute Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects to Bowman Consulting Group Ltd. and Wallace Montgomery.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to award Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects.

The Town issued a Request for Proposal (RFP #26-02) for On Call Engineering Services for Local / State / Federal Projects to establish an on-call contract for professional services work.

Technical proposals were received by six (6) firms. Following interviews with the three (3) top-rated offerors, the evaluation committee selected Bowman Consulting Group Ltd. and Wallace Montgomery as the two top-rated firms and thereafter negotiated favorable terms and rates.

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

1. Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects between the Town of Herndon and Bowman Consulting Group Ltd. is awarded, per the negotiated terms and rates. The contract will expire after a period of one year from execution, with the option to extend the contract for up to three additional years.
2. Contract RFP #26-02, On Call Engineering Services for Local / State / Federal Projects between the Town of Herndon and Wallace Montgomery is awarded, per the negotiated terms and rates. The contract will expire after a period of one year from execution, with the option to extend the contract for up to three additional years.
3. The Mayor is authorized to sign and deliver this contract agreement on such a form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.

26-G-01

Agenda Item: Resolution 26-G-02 to award Contract RFP #26-03, Sponsorship Management (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Bob Williams, Parks and Recreation Director

Description:

The Sponsorship Management contract is to engage a contractor to develop and manage a sponsorship program for a minimum of four specified town events in calendar year 2026.

Background/Timing Impact:

The Parks and Recreation Department has previously sought financial and in-kind donations for some town events. These are small in nature and cover items such as water, gift cards for purchases, and general donations. The purpose of this Sponsorship Management contract is to handle the capacity to increase the sponsorship levels for four primary events in calendar year (CY) 2026 and diversify the revenue streams to support town events. The four programs include Polar Heat on Lynn Street, 4th of July Fireworks Display, Camp on the Go, and Turkey Trot 5K.

Timing Impact:

The contract is to support four (4) community events in CY2026. The first event is on May 16, 2026. The contractor will need time this winter to start creating sponsorship opportunities in the community in support of these events.

Strategic Alignment:

Thriving Community, Goal 3: Honor the Diversity of the town, Objective 3.1: Offer and support opportunities for artistic and cultural expressions, and Objective 3.2: Leverage town resources to provide programs and amenities that serve the town's diverse cultural and demographic populations.

Strategic Focus Area:

Thriving Community

Fiscal Impact:

This sponsorship contract is broken into 2 pieces:

1. Base fee: \$30,000 (\$2,500 a month for 12 months)

2. Commission based on amount raised, based on scope: \$8,050

The scope of the contract is to raise \$97,000 for four events in CY2026. Those events are Polar Heat on Lynn Street (\$40,000), 4th of July Fireworks display (\$30,000), Camp on the Go (\$15,000), and Turkey Trot 5K (\$12,000). Based on the scope and the two tiers of fees, it will cost \$38,050, or 39% of the anticipated money raised.

Legal Impact:

The resulting contract will cover a period of one (1) year from the date of award. At the sole discretion of the Town of Herndon, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Herndon.

Staff Recommendation/Next Steps:

Staff recommendation is to award the contract to Sports Asset Partners (DBA We Sell Events).

Attachments:

1. Resolution (Proposed)
2. RFP 26-03 Sponsorship Coordination Services

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to award Contract RFP #26-03, Sponsorship Management.

The town has solicited by posting the Request for Proposal (RFP) for a qualified contractor to provide Sponsorship Coordination Services for four (4) events in calendar year 2026. The RFP was advertised on November 7, 2025, and the deadline was December 9, 2025. Two bids were received that met the qualifications, which are:

- The Amani Group LLC
- Sports Asset Partners (DBA We Sell Events)

The RFP has an evaluation matrix, and these proposals were scored by staff. Sports Asset Partners (DBA We Sell Events) scored highest based on the evaluation criteria.

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

1. Contract RFP 26-03, Sponsorship Coordination Services, is awarded to Sports Asset Partners (DBA We Sell Events).
2. Upon successful completion of the contract period, the contract may be renewed for up to four, one-year agreements.
3. The Town Manager or their designee is authorized to approve contract modifications that modify project scope, costs, and length of contract time in accordance with procurement policy and regulations.

REQUEST FOR PROPOSAL

26-03

SPONSORSHIP COORDINATION SERVICES



Town of Herndon
777 Lynn Street
Herndon, VA 20170

RELEASE DATE: November 7, 2025

DEADLINE FOR QUESTIONS: November 21, 2025

RESPONSE DEADLINE: December 9, 2025, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/herndon-va>

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Town of Herndon
REQUEST FOR PROPOSAL
Sponsorship Coordination Services

1. Posting Notice	
2. Introduction.....	
3. Questions or Inquiries	
4. Information for Offerors.....	
5. Offerors Qualification.....	
6. Scope of Services.....	
7. Proposal Preparation.....	
8. Proposal Evaluation.....	
9. Contract Award	
10.....	Co
ntract Term.....	
11.....	Ve
ndor Questionnaire	
12.....	Ge
neral Terms & Conditions.....	

Attachments:

A - Appendix A

B - Appendix B

1. Posting Notice

All times listed in this RFP are Eastern Standard Time.

Proposals shall be submitted electronically via the Town of Herndon's eProcurement Portal. Current solicitations can be viewed and downloaded here: <https://procurement.opengov.com/portal/herndon-va>.

To log in or register your company to receive notifications of the Town's solicitations, go to the Town's eProcurement Portal. On the registration form, enter the required information. Registration is free, so be sure to select your "category codes" for the type of work/services that you provide.

The Town uses eVA and OpenGov to notify and distribute solicitation documents. Solicitations are also advertised on the Commonwealth of Virginia's eVA Procurement Portal, where they may be downloaded and viewed.

Bidding Documents may be obtained commencing Friday, November 7, 2025 through the procurement portal.

All questions or requests for information must be submitted through the procurement portal at <https://procurement.opengov.com/portal/herndonva> no later than 10:00 am on Friday, November 21, 2025. The Town will answer all questions and inquiries through the procurement portal. Clarifications and additional information, if any, will be issued as addendums on the procurement portal by 3:00 pm on Monday, November 24, 2025. It is the responsibility of the prospective offeror to check the procurement portal for addenda or updates.

The Town will post addendums on its Procurement Portal at <https://procurement.opengov.com/portal/herndon-va> and the Commonwealth of Virginia Department of General Services' central electronic procurement website (eVA) <https://eva.virginia.gov> by 3:00 pm on Monday, November 24, 2025. The Town will post the results of this proposal opening and award information on its Procurement Portal at <https://procurement.opengov.com/portal/herndon-va>.

The Town of Herndon reserves the right to reject any and all proposals or to accept the proposal(s) which, in its judgment, will be in its best interest.

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF HUNDRED TWENTY (120) DAYS SUBSEQUENT TO THE DATE OF THE PROPOSAL OPENING. Any proposal may be withdrawn PRIOR to the scheduled time for proposal opening or authorized postponement thereof.

2. Introduction

2.1. Purpose

The Town of Herndon (the “Town”) is soliciting proposals from qualified firms to provide services to create sponsorship packages and seek sponsorship donations for the Town of Herndon Annual Events Program. The current events program includes, but is not limited to, the Spring Event, the Fireworks Display on the 4th of July, the Turkey Trot 5K, and Camp on the Go. The Annual Events Program also includes additional opportunities based on demand.

2.2. Background

The Spring event is a 1-day community wide event that will include entertainment, food, activities, and vendors of various types. It will celebrate the diversity of Herndon. It is being held on Lynn Street in the main downtown space where special events are held. It is anticipated that there will be between 4,000-5,000 attendees.

The town plans to present a fireworks display on the 4th of July. The event takes place in Bready Park, 814 Ferndale Ave., Herndon, VA 20170. The 4th of July Celebration is more than 35 years old and has an audience of 5,000-6,000 spectators. This does not account for the number of residents that are outside the park along the roadway and in neighboring housing developments to watch the fireworks. The fireworks display is held in conjunction with a musical performance, traditional outdoor games and food vendors.

The Turkey Trot 5K is a long-standing Herndon tradition that starts at Bready Park, and goes around the perimeter of the Centennial Golf Course. There is an awards ceremony at the end of the event, with prizes for various age groups.

Camp on the Go is a camp program that takes camp out to the kids. Initiated in the summer of 2025, this camp took programming out from the community center and into the neighborhoods. This camp is free of charge, and is intended to reach those underserved in our community who might have barriers getting to a traditional program.

3. Questions or Inquiries

All questions or requests for information must be submitted through the procurement portal at <https://procurement.opengov.com/portal/herndonva> no later than 10:00 am on Friday, November 21, 2025. The Town will answer all questions and inquiries through the procurement portal. Clarifications and additional information, if any, will be issued as addendums on eVA and the town's procurement portal by 3:00 pm on Monday, November 24, 2025. It is the responsibility of the prospective offeror to check the procurement portal for addenda or updates.

4. Information for Offerors

4.1. Offerors Responsibility

Offerors shall examine the scope of services, terms and conditions and locations of this Request for Proposal and shall exercise their own judgment as to the nature and total amount of all work required for acceptable performance. The Town cannot accept any plea of ignorance of conditions that exist or that may hereinafter exist, or of conditions or difficulties encountered in the work as a result of failure to make the necessary examination and investigation as an excuse for any failure or omission on the part of the offeror to fulfill in every detail the requirements of this Request for Proposal or is acceptable as a basis for any claims whatsoever for extra compensation.

4.2. Competition Intended

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the date set for acceptance of proposals.

4.3. Ethics in Public Contracting

A. The provisions contained in Sections 2.2-4367 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, are applicable to all contracts solicited or entered into with the Town of Herndon.

B. By submitting their proposal, all Offerors certify that their proposal are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.4. Debarment Status

By submitting a proposal and/or acceptance of a Town Purchase Order or Contract, all firms certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

4.5. Projected Requirements/Estimated Quantities

The quantities specified in this solicitation are estimated only and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantities that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

4.6. [Prices and Price Adjustment](#)

- A. All prices/discounts shall be FOB destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract.

4.7. [Offeror Capabilities/Inspections](#)

Upon request, any offeror may be required to give evidence that the offeror maintains a permanent place of business and has the following to support this: Adequate on-site inventory to deliver the items properly and expeditiously has adequate insurance for both itself and any subcontractors; has adequate financial status to meet obligations incidental to the work and has appropriate technical expertise. The offeror's failure to demonstrate the capabilities and resources listed above shall result in a determination of non-responsibility and shall be cause of rejection of the proposal.

4.8. [Cancellation of Orders](#)

Purchases made under this contract are for readily available items specified herein. Time is of the essence in furnishing the items ordered. The Town reserves the right to cancel the order and/or refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

4.9. [Additions/Deletions](#)

The Town reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the Contract. The Town of Herndon and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

4.10. [Right to Reject Proposals](#)

An authorized representative of the firm shall sign all proposals, and the Offeror shall submit all information as requested. Failure to submit all requested information may result in the rejection of the proposal.

The Town of Herndon reserves the right to cancel this RFP and/or reject any or all proposals and waive any informalities in any proposal.

4.11. [Contract Order of Precedence](#)

In the event of conflict, the provisions of the Contract and any subsequent amendments shall take precedence over any other contractual documents. The Contract consists of the following documents (the "Contract Documents"), that in the event of conflict shall have the following priority (highest to lowest):

- A. Contract Amendment(s)
- B. Contract:
 - 1. Solicitation and addendums
 - 2. Signed Offeror's Proposal as submitted

3. Duly Signed Summary of Negotiations and Acceptance

4.12. Delays and Suspensions

- A. The Town may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Town. The Town will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- B. If the Town does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Town Purchasing Agent written notice if the Town fails to provide data or services that are required for contract completion by the Contractor. The Town may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- C. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the Town's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

4.13. Expenses Incurred in Preparing Proposal

The Town accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal and such expenses are to be borne exclusively by the offeror.

5. Offerors Qualification

- A. The Contractors shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom a similar type of work has been performed in the past twenty-four (24) months. Contractors must complete and return the reference form (Appendix A - Attachment A).
1. The Town of Herndon will consider a Contractor's record of performance of any contracts for the services into which it may have entered with the Town or with other public bodies or corporations; and, the Town of Herndon expressly reserves the right to reject any offer, if such record discloses that said Contractor, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.
 2. The Town of Herndon will make an investigation as to the ability of the Contractor to perform the work. The Town of Herndon reserves the right to reject any proposal, if the evidence submitted by, or investigation of the Contractor, fails to satisfy the Town that such Contractor is properly qualified by experience and financial status to carry out the obligations of the purchase order and to complete the work contemplated therein. Conditioned proposals will not be accepted.
 3. The Town reserves the right to inspect Contractor's facility, prior to award, to satisfy questions regarding the Contractor's capabilities. The Contractor, including the designated head pyrotechnician for the show, may be required to attend an interview as a review in the selection process.
- B. Implied Requirements: Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Contractor, shall be deemed to be included in the proposal.

6. Scope of Services

The Town is seeking consulting services to develop and oversee the entire sponsorship process for our four main events. The successful offeror will work closely with Town event staff to create sponsorship tiers at various price levels with corresponding deliverables. The successful offeror will sell the sponsorship opportunities to local, regional, and national businesses, maintaining prospect lists. The successful offeror will maintain communication with sponsor(s) from the beginning through event day and beyond, serving as a representative of the Town. This is not a request for marketing or branding services and any proposal submitted should not contain reference to these services

6.1. CONTRACT DELIVERABLES

The successful offeror, also referred to herein as “Contractor”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

A. Securing Sponsors

1. Contractor will be responsible for identifying and contacting potential sponsors in addition to securing sponsorship revenue for each event. The Town of Herndon will pre-approve potential sponsor contracts. The revenue goals for the events are as follows:
2. Spring Community Event - \$40,000
3. 4th of July Fireworks Display – \$30,000
4. Turkey Trot - \$12,000
5. Camp on the Go - \$15,000
6. Contractor shall work to secure local, regional, and national sponsors, bringing in new businesses while maintaining relationships with existing partners.
7. Contractor shall focus on developing presenting sponsorships for each event.

B. Sponsor Notification

1. Contractor shall be responsible for sending invoices to sponsors and coordinating payment directly to the Town before sponsor begins receiving benefits.

C. Advising on Sponsorship Package/Levels of Sponsorship

1. Contractor will be asked to provide input on the different levels of sponsorship to best meet the desired revenue goals. Contractor should strive to maximize the level of sponsorship acquired.

D. Meeting Deadlines Established on Event Timelines

1. Contractor must be able to secure sponsors in a timely fashion to meet the advertising deadlines established by the Town. The Town of Herndon reserves the right to modify the event timelines as necessary.
- E. Reviewing Advertisement Designs for Sponsor Placement
1. Contractor will be responsible for evaluation of ad designs to ensure correct sponsor placement and spellings. Contractor must have the ability to email soft copies for editing and approvals as well as meeting face to face as needed.
- F. On-site at Events to Assist with Sponsor Logistics
1. Contractor will be responsible for being on-site the day of the events to assist sponsors with load in logistics. The Contractor will also attend the events for a mutually agreed upon period of time to provide the sponsors with support and to evaluate the events.
- G. Complete Thank You Letters and Post Event Reports
1. Contractor is responsible for sending out thank you letters to all sponsors within two business days after the event.
 2. Contractor will submit a summary report with results, feedback and recommendations within 2 weeks after each event.
 3. Contractor will submit a year end summary report after the final event incorporating results, feedback and recommendations for all events in the coming year.
- H. Submission of Monthly Invoices
1. Contractor is responsible for providing a detailed monthly invoice, supplying the Town with dates and time spent working on securing sponsorships, emailing and other communications, creating sponsorship packages, editing, etc. as well as providing a list of all potential sponsors contacted.
- I. Utilize Town Tools
1. Contractor will use the Town's choice of sponsorship management platform to collect sponsor applications, process payments and track deliverables.
- J. Maintain and Share Prospect List
1. Contractor shall maintain a list of contacted prospects and their status in the sales cycle. List shall be updated regularly and shared with Town staff when requested.
 2. Sponsors and prospects remain property of the Town throughout and after the duration of contract.

6.2. Services Provided by the Town

A. Digital Version of the Sponsorship Package

1. Once the package design and contents are finalized, the Town will provide the Contractor with a digital copy of a comprehensive sponsorship guide in PDF form for distribution to potential sponsors.

B. Ad and Printing Deadlines

1. The Town of Herndon shall provide a complete ad and promotional material printing schedule for the Contractor.

C. Ad Proofs

1. The Town of Herndon will provide proofs of all printed materials for Contractor review before the printing deadline.

7. Proposal Preparation

7.1. Proposal Requirements

In order to be considered for selection, Offerors must submit a complete response to this RFP, through the Section 11 - Vendor Questionnaire, question 6. Proposals shall be signed by an authorized representative of the Contractor. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of the missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town at its discretion. Offerors shall submit written proposals that present the Offeror’s qualifications and understanding of the work to be performed. The Offeror’s proposal should be prepared simply and economically, providing a straightforward and concise description of the capabilities to satisfy the requirements of the RFP. The Offeror should provide all the information that it considers pertinent to its qualifications for the project and which responds to the scope of services and criteria listed herein. Emphasis should be placed on completeness and clarity of content. To assist in the evaluation process, Offerors shall consider font size to be no smaller than 10, and each section shall be properly identified by the titles provided below.

The proposal must contain no more than seventy-five (75) individual pages. All pages in the proposal (i.e. including covers, section dividers, table of contents, executive summary, etc.) will be counted as part of the page count.

The written narrative statement shall include the following:

TAB 1 Executive Summary	A. Executive Summary Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
TAB 2 Experience	<ul style="list-style-type: none"> ● Offeror's Experience and History. ● Project Team and Organization Chart Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services.

<p>TAB 3 Scope of Services</p>	<ul style="list-style-type: none"> ● Understanding and Approach to the Scope of Services <p>Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror’s understanding of the statement of needs and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section 6 Scope of Services in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror’s proposed solution would be the most advantageous to the Town.</p>
<p>TAB 4 Price Proposal</p>	<ul style="list-style-type: none"> ● Price Proposal Form <p>Offeror must provide proposed fee structure for the Town in the format outlined on the Price Proposal Form (Appendix B). Price proposal shall include all the deliverables outlined in Section 6 - Scope of Services.</p> <p>Proposed prices must include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to perform the services as stated herein.</p>
<p>TAB Proposal Forms</p>	<p>A. Appendix A Vendor Information</p> <ol style="list-style-type: none"> 1. Vendor Information Form 2. Attachment A - References 3. Attachment B - Proprietary Information Identification 4. Attachment C - Exception to RFP 5. Attachment D - BPOL License 6. Attachment E - Contractor Certification Form 7. Attachment F - State Corporation Commission Form

8. Proposal Evaluation

The Town will select the proposal that is responsive and the most advantageous to the Town as determined by the Town. The Town intends to award a contract, subject to the terms of this RFP, to the Offeror that offers the best overall value. An evaluation committee will independently review, evaluate and rank each proposal received using the following criteria:

First Impression Score - 5-point scale:

0 = The proposal fails to address the criterion or cannot be assessed due to missing or incomplete information.

1 = Poor. The criterion is inadequately addressed, or there are serious inherent weaknesses.

2 = Fair. The proposal broadly addresses the criterion, but there are significant weaknesses.

3 = Good. The proposal addresses the criterion well, but a number of shortcomings are present.

4 = Very Good. The proposal addresses the criterion very well, but a small number of shortcomings are present.

5 = Excellent. The proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

Numbers:

Maximum Score for any Criteria is 5.0.

Scores are entered in whole or half numbers.

Determine weighted score by multiplying Weight time Score.

Maximum Total Weighted Score is 100.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Completeness and Quality of the Proposal A. Offeror's compliance with the RFP requirements and conditions. Overall Completeness and Quality of the Proposal	0-5 Points	20 <i>(28.6% of Total)</i>

2.	<p>Previous experience with similar organizations Qualification and Understanding and Approach to the Scope of Services</p> <p>A. Experience of the firm with projects similar to the town (TAB 2)</p> <p>B. The Offeror’s ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP. (TAB 3)</p>	0-5 Points	30 <i>(42.9% of Total)</i>
3.	<p>Cost - Price Proposal</p> <p>A. Price Proposal Appendix B form (TAB 4)</p>	0-5 Points	20 <i>(28.6% of Total)</i>

9. Contract Award

NON-PROFESSIONAL SERVICES NEGOTIATION PROCEDURE:

- A. The Town of Herndon Evaluation Committee may engage in individual discussions with two (2) or more of the Offerors deemed fully qualified by the Evaluation Committee. Repetitive informal interviews shall be permissible.
- B. The Evaluation Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposal. This committee will score the proposals based on the criteria listed in Section 9 - Proposal Evaluation.
- C. Should the town determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that sole offeror.
- D. The Evaluation Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the offeror to perform the work. The Evaluation Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premises prior to award to satisfy questions regarding the Offeror's capabilities.
- E. Contract award for services specified in this RFP are non-exclusive and does not preclude the Town from awarding other contracts or issuing orders with other firms for similar services. The Town also reserves the right to add other Town facilities to the awarded contract.

10. Contract Term

The resulting contract will cover a period of one (1) year from the date of award. At the sole discretion of the Town of Herndon, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Herndon. The Contract Administrator will recommend to the Purchasing Agent, in writing, any intentions to extend the contract approximately 90 days prior to the expiration date. If the Town elects to exercise the option to extend the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original contract by more than the percentage annual increase/decrease of the labor category of the Consumer Price Index - All Urban Consumers other goods and services section (CUURS35ASAG) of the United States Bureau of Labor Statistics for the last twelve months for that statistics are available.

The Town will not authorize any price increases for 365 calendar days after the effective date of the initial contract. The Town will permit price escalation only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and the Contractor shall immediately convey them to the Town. The Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes become effective only at the beginning of the calendar month following the end of the full 30-day notification period. Subsequent contract renewals, if applicable, are subject to the same criteria with the previous year contract forming the basis for the percentage annual increase/decrease.

11. Vendor Questionnaire

11.1. Have all Specifications included in this Request for Proposal been met?*

- Yes
 No

*Response required

When equals "No"

*11.1.1. If no, please list all exceptions in detail.**

*Response required

11.2. Contact Information*

Please provide the following information:

Person to contact regarding this bid

Title

Phone number

Email address

Name of the person authorized to bind the Firm

Name of the Company

Address

*Response required

11.3. Certification Regarding Debarment*

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, town, city, or county from submitting proposals for such work nor are they an agent of any person or entity that is now debarred.

- Please confirm

*Response required

11.4. SWaM Status*

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some local government supplier diversity program.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

- Yes

No

*Response required

When equals "Yes"

[11.4.1. What is your company's certification type?](#)

Select all that apply

Select all that apply

- Small Business
- Woman-Owned Business
- Minority-Owned Business
- Service-Disabled Veteran (SDV)
- Disadvantaged Business Enterprise (DBE)

When equals "Yes"

[11.4.2. Certification Information*](#)

If applicable, please provide the Certification Entity/Agency and the Certification Number(s)

*Response required

[11.5. Indicate the length of time you have been in business providing this type of service and/or product. years, months*](#)

_____ Years, _____ Months

*Response required

[11.6. Offeror's Proposal*](#)

Please upload your proposal here.

*Response required

[11.7. Does your proposal have proprietary information? *](#)

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable

Yes

No

*Response required

When equals "Yes"

*11.7.1. Upload the redacted copy of your proposal.**

*Response required

11.8. In the space below, enter the name and contact email of the person who has signature authority for the Offeror's company, and is hereby agreeing to the statement above. *

*Response required

11.9. Authorization*

In accordance with the terms, conditions and specifications of this Request for Proposal, the authorized person(s) agrees to furnish the items and/or services requested. The authorized person(s) acknowledges that their proposal is valid for a period of 120 days from the due date and certifies they have read, understand, and agrees to all terms and conditions and requirements of this Request for Proposal, and is authorized to contract on behalf of the firm submitting the response.

Please confirm

*Response required

12. General Terms & Conditions

Vendor: The general rules and conditions that follow apply to all purchases and become a definite part of each formal solicitation and resulting Contract award issued by the Town of Herndon, unless otherwise specified. Bidders, Offerors, Contractors, Vendors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, scope of work or specifications before submitting bids or proposals; failure to do so is, solely, at the Bidder's, Offeror's, Contractor's or Vendor's own risk and relief cannot be secured on the plea of error.

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids or proposals on all solicitations issued by Town of Herndon will bind Bidders or Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

12.1. AUTHORITY

The Procurement Official has the sole responsibility and authority for negotiating, placing and when necessary, modifying every solicitation, Contract and purchase order (except for capital construction projects) issued by the Town. In the discharge of these responsibilities, the Procurement Official may be assisted by assigned buyers. Unless specifically delegated by the Procurement Official, no other Town officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contracts, or in any way obligate the government of the Town for indebtedness. Any purchase ordered, or Contract made which is contrary to these provisions and authorities shall be of no effect and void and the Town shall not be bound thereby.

12.2. DEFINITIONS

- A. AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the Town.
- B. BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
- C. BID: The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- D. BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Procurement Official and offering to enter into Contracts with the Town. The term "Bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.
- E. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the Town.
- F. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

- G. **INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- H. **INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (Bidders) for their quotation on goods or services desired by the Town. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- I. **PROFESSIONAL:** Any type of professional service which is either: 1) performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation and in conformance with the Purchasing Regulations, required but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.
- J. **PROCUREMENT OFFICIAL:** The Procurement Official employed by the Town Council of the Town of Herndon.
- K. **REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective Offerors that will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- L. **RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the Contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
- M. **RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.
- N. **SERVICES:** Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- O. **SOLICITATION:** The process of notifying prospective Bidders or Offerors that the Town wishes to receive bids or proposals on a set of requirements to provide goods or services. The notification of the Town requirements may consist of public advertising (newspaper, Town Web Site, or other

electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP) or telephone calls to prospective Bidders or Offerors.

P. STATE: Commonwealth of Virginia.

12.3. CLARIFICATION OF TERMS

If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact, **in writing**, the Purchasing Agent NO LATER THAN TEN (10) WORKING DAYS BEFORE due date. Revisions to the solicitation are made only by addendum issued by the Purchasing Office. Questions shall be answered in writing via addendum and shall be posted on the Commonwealth of Virginia's Procurement Website (eVA), and on the Town of Herndon's website.

12.4. PROPOSAL FORMS

Unless otherwise specified in the solicitation, all proposals submitted shall include Attachments Appendix A and Appendix B, properly signed in ink in the proper spaces and submitted through this website.

12.5. ERRORS IN PROPOSALS

When an error is made in extending total prices, the unit price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices or in preparation of a proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible errors. Errors discovered after public opening cannot be corrected and the Offeror will be required to perform if his or her proposal is accepted.

12.6. COMPLETENESS

To be responsive, a proposal must include all information required by the solicitation.

12.7. ACCEPTANCE OF PROPOSALS

Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

12.8. PROPOSALS FOR ALL OR PART

Unless otherwise specified by the Procurement Official or by the Offeror, the Procurement Official reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the Town. An Offeror may restrict his or her proposal to consideration in the aggregate by so stating but shall name a single unit price on each item proposed. Any proposal in which the Offeror names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12.9. PROPOSAL OPENING

In case of proposals received in response to a Request for Proposals, public openings are not required, if a public opening is held, only the names of the Offerors are read aloud.

12.10. OMISSIONS & DISCREPANCIES

Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should an Offeror find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Procurement Official at least ten (10) days prior to the date set for the opening of proposals. If necessary, the Procurement Official will post a written addendum for clarification to all Offerors no later than three (3) days before the date set for opening of proposals. Notifications regarding specifications will not be considered if received within ten (10) days of the date set for opening of proposals

12.11. OFFEROR INTERESTED IN MORE THAN ONE PROPOSAL

The Procurement Officer or designee will reject multiple proposals, if more than one proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons. A party who has quoted prices on work, materials, or supplies to an Offeror is not thereby disqualified from quoting prices to other Offerors or firms submitting a proposal directly for the work, materials or supplies.

12.12. TAX EXEMPTION

The Town of Herndon is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption. The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

12.13. PROHIBITION AGAINST UNIFORM PRICING

The Procurement Official shall encourage open and competitive proposals by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive negotiation, or open market methods of procurement. In submitting a proposal each Offeror shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other Offerors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating Offerors. Any disclosure to or acquisition by a competitive Offeror, in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings void and may require re-advertising for proposals.

12.14. DEBARMENT STATUS

By participating in this procurement, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia or the Town of Herndon from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the Town of Herndon.

12.15.NO CONTACT POLICY

No Offeror shall initiate or otherwise have contact related to the solicitation with any Town representative or employee, other than the Purchasing Department, after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Town representative, other than the Purchasing Department, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

12.16.ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12.17.CRIMINAL SANCTIONS

The provisions referenced in Ethics in Public Contracting supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interest Act (§ 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the facts that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

12.18.INSURANCE

Whenever any work and/or services are provided, either in or on Town owned property, the following shall apply:

- A. The Contractor shall provide the Procurement Official with a Commonwealth of Virginia Certificate of Insurance PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. The minimum limits of liability shall be:
 1. Workers' Compensation--Standard Virginia Workers' Compensation Policy.
 2. Broad Form Comprehensive General Liability--\$2,000,000 per occurrence coverage to include: Premises - Operations; Products/Completed Operations; Contractual; Independent Contractors; Owners and Contractors Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);
 3. Automotive Liability--\$1,000,000.00 per occurrence.

- B. The Town reserves the right to require higher limits on any Contracts provided notice of such requirement is stated in the solicitation. The Town is to be named as an additional or co-insured. A thirty- (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the Procurement Official at the address indicated on the solicitation.
- C. Contractor's signature of the solicitation constitutes his/her certification that, if awarded the Contract, he/she shall obtain the required coverage as specified above and proof of coverage as contained herein shall be submitted within ten (10) calendar days after notice of award. The Contractor's signature also signifies that this coverage shall be maintained for the duration of the Contract. "Claims made" policies must be in force or that coverage purchased for three (3) years after Contract completion date.

12.19. BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the request for proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Town in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

12.20. FORMAL SPECIFICATIONS

When a solicitation contains a specification which states no substitutes, no deviation there from, is permitted and the Offeror is required to furnish articles in conformity with that specification. The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship is in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., is construed as to the minimum requirements of these specifications.

12.21. CONDITION OF ITEMS

All items offered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in solicitation. The Town does not recognize verbal agreements in support of this requirement.

12.22. QUESTIONS CONCERNING SPECIFICATIONS

Any information relative to interpretation of specifications and drawings shall be requested of the Procurement Official, in writing, in ample time before the opening of proposals. Inquiries, if received by the Procurement Official within ten (10) days of the date set for the opening of proposals, are not given any consideration. Any material interpretation of a specification, as determined by the Procurement Official, will be expressed in the form of an addendum to the specification which will be posted for all prospective Offerors to review no later than three (3) days before the date set for receipt of proposals. Oral answers will not be provided.

12.23. AWARD OR REJECTION OF PROPOSALS

The Procurement Official shall award the Contract to the responsive and responsible Offeror selected by an evaluation committee complying with all provisions of the RFP, provided the proposal pricing is reasonable and it is in the best interest of the Town to accept it. The Procurement Official reserves the right to award a Contract by individual items, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the Town.

12.24. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS

All award notices are issued by the Town to the successful Offeror. Procurement opportunities, addendums, and award notices are posted on the Town of Herndon's Procurement webpage and on the Commonwealth of Virginia's Procurement Webpage (eVA).

The following documents that are included in the solicitation are incorporated by reference in the resulting Contract and become a part of said Contract:

- a. Solicitation which may be incorporated by reference, if applicable,
- b. Proposal Price Form,
- e. Any addenda/amendments/Memoranda of Negotiations

12.25. PROTEST OF AWARD OR DECISION TO AWARD

a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the Town, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the Town. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the Town. Where a Contract is declared void,

the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

12.26. LEGAL ACTION

No Bidder, Offeror, potential Bidder or Offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

12.27. CONTRACTUAL DISPUTES

Contractual claims, whether for money or other relief, shall be submitted to the Procurement Official in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file a claim for compensation above that required by the contract shall be given at the time of occurrence or beginning of work upon which the claim is based. If such notice is not given, any claim for additional compensation or time extension arising from or related to such occurrence or work shall conclusively be deemed waived. The Contractor shall continue performance during the pendency of any claim or dispute and following any decision thereon. The Procurement Official shall render a final decision on any such claim within sixty (60) days of its submission or within one hundred twenty (120) days after final payment, whichever is later. Failure by the Procurement Official to render a decision shall be deemed a denial of the claim as of the latest date a response was required.

12.28. TERMINATION OF CONTRACTS

Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements, or upon termination by the Town for Convenience or Cause.
- b. Extended upon written authorization of the Procurement Official and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

12.29. TERMINATION FOR CONVENIENCE

A Contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Procurement Official shall determine that such a termination is in the best interest of the Town. Any such termination shall be affected by delivery to the Contractor at least thirty (30) days prior to the

termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

12.30. TERMINATION OF CONTRACT FOR CAUSE

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of Contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the Town from the Contractor is determined.

12.31. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Town shall cancel the Contract and, to the extent permitted by law, the Town shall reimburse the Contractor for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

12.32. CONTRACT ALTERATIONS

No alterations in the terms of a Contract shall be valid or binding upon the Town unless made in writing and signed by the Procurement Official or his or her authorized agent.

12.33. MODIFICATION OF CONTRACT

the Procurement Official may upon agreement with the Contractor, issue a written modification to the Contract within the general scope thereof, during performance. However, no fixed-price Contract may be increased over the life of the Contract by amounts totaling more than twenty five percent (25%) of the amount of the Contract or fifty thousand dollars (\$50,000) whichever is greater without the advance written approval of the Town Council. In no event may an increase in the amount of any contract occur for any purpose without adequate consideration. Relief of an Offeror from the consequences of an error in its pricing is prohibited without adequate consideration. Should it become proper or necessary in the execution of this Contract to make any change in design or to make any alterations that will increase the expense, the Procurement Official shall determine an equitable adjustment. The Town will make no payment to the Contractor for any extra material or services, or of any greater amount of money than stipulated as compensation in the Contract, unless some changes in or additions to the Contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by Contract amendment or otherwise furnished by the Procurement Official.

12.34. CHANGES, ADDITIONS, DELETIONS

No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Herndon. The Town reserves the right to add similar items/services or delete items/services specified in the resultant Contract as requirements change during the period of the Contract. The Town and the Contractor mutually agree to prices for items/services to be added to the Contract. Contract amendments will be issued for all additions or deletions.

12.35. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The Town does not guarantee any minimum or maximum quantities. Quantities as specified are approximate and are prepared for the solicitation. The exact quantities are as stated at time of order placement.

12.36. PRICING ERRORS

In case of an error in price extension, the firm fixed unit price shall govern.

12.37. SUBSTITUTIONS

Substitutions are **not** permitted without **prior written approval** from the Town of Herndon Purchasing Office

12.38. SAMPLES

Samples if required, must be furnished free of expense to the Town of Herndon on or before date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at his expense. Each sample must be marked with Offeror's name and address, Town's request number and opening date.

12.39. NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Procurement Official's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Official may, at his or her discretion, cancel the Contract.

12.40. TOWN RIGHTS

The Town reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the offeror with the highest total number of factor points or most qualified and best suited Offeror to best serve the interest of the Town.

12.41. ANTI-TRUST

By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Town of Herndon all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Herndon under said contract.

12.42. CONTRACT DOCUMENTS

The Contract entered into by the parties shall consist of those documents as listed on the cover sheet of this document. This includes all addendums and contract modifications.

12.43. GUARANTEES & WARRANTIES

The Contractor shall furnish all required guarantees and warranties and shall deliver them to the Procurement Official and Contract Administrator before final payment on the Contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

12.44. COPYRIGHT

No vendor may copyright any work produced by/for the Town without the Town's written consent.

12.45. INDEMNIFICATION AND HOLD HARMLESS

In addition to any other obligations of the Contractor under the Contract or otherwise, the Contractor shall indemnify and hold harmless the Town of Herndon, its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, damages, and judgments (including, as permitted by law, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to or resulting from the performance or furnishing of the work of the Contract, provided that any such claim, action, loss, cost, judgment, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to, damage to or destruction of tangible property (other than the work of the Contract itself) including the loss of use resulting therefrom to the extent caused by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct in performance of the contract of the Contractor or any individual or entity directly or indirectly employed by any of them to perform any of the work of the Contract or anyone for whose acts any of them may be liable.

12.46. OFFICIALS NOT TO BENEFIT

a. Each Offeror shall certify, upon signing their proposal, that to the best of his or her knowledge, no Town official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a has been or will be received in connection with a proposal or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Town Executive, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of Contract and becomes known after inception of a Contract, the Offeror shall address the disclosure of such facts to the Town.

12.47. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the Town shall have the right to terminate or suspend this Contract without liability to the Town or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.48. PLACING OF ORDERS

Orders against Contracts will be placed with the Contractor on a Purchase Order executed and released by the Procurement Official or his or her designee. The Purchase Order must bear the appropriate Contract number and date. Where Blanket Purchase Orders (BPOs) have been executed and a Blanket Purchase Order has been released by the Procurement Official, telephonic orders may be placed directly with the Contractor by authorized personnel in the Town.

12.49. COMPLIANCE

Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Official when not in conflict with the proposal. The decision of the Procurement Official as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods/services by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Official, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Town, there shall be added to the time of completion a time equal to the period of such delay caused by the Town. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

12.50. REPLACEMENT

Materials or components that have been rejected by the Procurement Official, in accordance with the terms of a Contract, shall be replaced by the Contractor at no cost to the Town.

12.51. METHOD OF PAYMENT

For all transactions not made through a Town authorized credit card (purchase-card, p-card), the Town will provide an authorized purchase order. Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, the Contractor shall submit all invoices and statements with the referenced/associated purchase order number included to:

TOWN OF HERNDON

ACCOUNTS PAYABLE

777 LYNN STREET

HERNDON, VA 20170-4602

Or send electronically to: **accounts.payable@herndon-va.gov**

The prices and payments shall serve as full compensation for the labor, tools, equipment, transportation, overhead and all other incidentals necessary to complete the specified terms and conditions.

12.52. PAYMENT TERMS

Unless otherwise provided in the solicitation, payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

- A. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Contract number, purchase order number and any federal employer identification number.
- B. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- C. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

12.53. PAYMENT TO SUBCONTRACTORS

A Contractor awarded a Contract under this solicitation is hereby obligated:

- A. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; (or)
- B. To notify the Town and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in b above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.
- C. The Contractor shall bill all goods or services provided under this contract or purchase order at the contract price, regardless of which Town Department is being billed.
- D. Unreasonable Charges. It may become difficult to determine final job costs, accurately, at the time orders are placed under certain emergency procurements and for most time and material purchases. In such cases, contractors are placed on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. The Town will research and challenge charges that appear as unreasonable and will hold that portion of the invoice in

abeyance until a settlement is reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement is not reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

12.54. PAYMENT

Payment shall be made after satisfactory performance of the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The Town reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto.

12.55. PARTIAL PAYMENTS

Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of Contract.

12.56. PROMPT PAYMENT DISCOUNT

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when or, from date correct invoice or voucher is received in the office specified by the Town, if the latter is later than the date of acceptance. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 45 days. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the Accounts Payable.

12.57. POINT OF DESTINATION

All materials shipped to the Town must be shipped F.O.B. DESTINATION unless otherwise stated in the Contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

12.58. ADDITIONAL CHARGES

Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the Contract. In such cases, difference between freight or mail and express charges may be added to invoice.

12.59.ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000.00 the provision in A and B shall apply:

- A. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to the purpose of meeting the requirements of this section.
- B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

12.60.APPLICABLE LAWS AND COURTS

Any Town contract is governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Herndon and such other standards, codes, and regulations having application to the work involved. The Contractor shall be responsible for securing all approvals and permits including occupancy and paying all charges bearing on the design and construction of a project. All permits shall be filed in the name of the Town of Herndon and shall be coordinated through the Director of Public Works.

12.61. DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Town of Herndon, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies which the Town of Herndon may have.

12.62. ASSIGNMENT OF CONTRACT

Neither party shall assign contract without the **prior written** consent of the other party, nor shall any contract be entered into or assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

12.63. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. **See Virginia State Corporate Commission website to register**

12.64. PRECEDENCE OF TERMS

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12.65. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The Town of Herndon may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidders/Offerors) to perform the services/furnish the goods and the (Bidder/Offeror) shall furnish to the Town all such information and data for this purpose as is requested. The Town reserves the right to inspect (Bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (Bidder's/Offeror's) capabilities. The Town further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (Bidder/Offeror) fails to satisfy the Town that such (Bidder/Offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

12.66. DEFINITE PROPOSAL QUANTITIES

Where definite quantities are specifically stated, acceptance will bind the Town to order quantities specified and to pay for, at Contract prices, all such supplies or services delivered that meet specifications

and conditions of the Contract. However, the Town will not be required to accept delivery of any balances unordered, as of the Contract expiration date, unless the Contractor furnished the Procurement Official with a statement of unordered balances not later than ten (10) days after the termination date of the Contract.

12.67. REQUIREMENT PROPOSAL QUANTITIES

On "Requirement" proposals, acceptance will bind the Town to pay for, at unit proposal prices, only quantities ordered and delivered. Where the Town specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

12.68. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds available or that may hereafter become available for the purpose of this agreement.

12.69. GUARANTEE OF WORK

Notwithstanding any other provisions of this contract, the Town of Herndon does not guarantee or make any assurance that any services/work or any particular volume of services/work will be ordered from the Contractor/s under this contract.

12.70. PROPOSAL PRICE CURRENCY

Unless stated otherwise in the solicitation, Offerors shall state bid/offer prices in U.S. dollars.

12.71. DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12.72. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Town of Herndon, the Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

12.73. VIRGINIA FREEDOM OF INFORMATION ACT

All proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town decides not to accept any of the bids and to reopen the Contract. Otherwise, bid records shall be open to public inspection only after award of the Contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Town decides not to accept any of the proposals and to reopen the Contract. Otherwise, proposal records shall be open to the public inspection only after award of the Contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- C. Trade secrets or proprietary information.
- D. submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Bidder or Offeror will submit proprietary information under separate cover. Offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature. The Town reserves the right to submit such information to its Town Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to the proprietary information; however, all information contained within the body of the proposal shall be "public information" in accordance with State statutes.
- E. Nothing contained in this section shall be construed to require the Town, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the Town.

12.74. INELIGIBILITY

- A. Any person or firm suspended or debarred from participation in Town procurement shall be notified in writing by the Procurement Official.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- B. The Procurement Official shall have the authority to suspend or debar a person or firm from bidding/proposing on any Contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
- C. Violation of Contract provisions, as set forth below, of a character which is regarded by the Procurement Official to be so serious as to justify suspension or debarment action:
1. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the Contract; or
 2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
- D. Any other cause the Procurement Official determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- E. The Contractor has abandoned performance or been terminated for default on any other the Town project.

12.75.SUBCONTRACTS

If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. Upon contract award, the prime contractor agrees to make maximum effort to provide the names addresses of each subcontractor, that subcontractor's status as

defined by the Town of Herndon as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

The Contractor shall not subcontract any portion of the work without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements.

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, proposals on all solicitations issued by Town of Herndon will bind Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

12.76.AUDIT

The Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after final payment, or until audited of Town, whichever is sooner. The Town shall have full access to and the right to examine any of said materials during said period.

12.77.CONFIDENTIALITY

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the Town. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the Town or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the Town, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Town may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Procurement Official's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Town as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

12.78. CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

12.79. PROPRIETARY INFORMATION

Offerors are advised that Chapter 43 of Title 2.2 (specifically Section 2.2-4342) of the Code of Virginia shall govern public inspection of all records submitted by the Offeror. Furthermore, an Offeror will submit proprietary information under separate cover. The Town reserves the right to submit such information to its Town Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to the proprietary information; however, all information contained within the body of the proposal shall be "public information" in accordance with State statutes.

12.80. LICENSE REQUIREMENT

- A. The Town requires that all firms doing business in the Town have a license in accordance with the Town's "Business, Professional and Occupational Licensing" (BPOL) Tax Ordinance. **A BPOL license is not required to submit a proposal for this effort but will be required prior to award of the contract.** Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Direct all questions concerning the BPOL tax to the Finance Department, Revenue Office, telephone number (703) 435-6813.
- B. The signature on this solicitation certifies that the Contractor is properly licensed for providing the goods/services specified or will have the proper license prior to the awarding of the contract.

- C. All Contractors doing business in the Town are required to possess a valid Virginia Contractor's License as applicable.

12.81. TESTING, INSPECTION AND ACCEPTANCE

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the Contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

12.82. USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor shall:
 - 1. Perform their contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - 2. Store their apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other contractor; and
 - 3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- B. The Contractor expressly undertakes, either directly or through his subcontractor(s), to affect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- C. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

12.83. VENUE

This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this

contract or any performance hereunder, shall be brought in the Commonwealth Courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

Agenda Item: Resolution 26-G-03 affirming commitment to fund the locality share of the South Elden Street Corridor Improvements (UPC 115669) Project, under agreement with the Virginia Department of Transportation, and to provide signature authority (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: John Irish, Deputy Director of Public Works

Description:

This resolution is required for the Town to fully execute a project agreement with the Virginia Department of Transportation for the local administration of the South Elden Street Corridor Improvements project. The resolution agrees that the Town is responsible for a local funding match of up to \$7,775,810 against a total project funding of approximately \$24,000,000. The resolution also authorizes the Mayor to execute the funding commitment on behalf of the Town.

Background/Timing Impact:

The South Elden Street Corridor Improvements Project is part of the Town's Capital Improvement Program (CIP). The planned improvements for this project are for a 0.4-mile section between Sterling Road and Herndon Parkway. Safety is a critical component of this project, emphasizing a seamless and safer multimodal environment for pedestrians and cyclists. The project scope is to add an 8-foot shared-use path and to reconstruct the existing 5-lane section to be a 4-lane section with a raised median and dedicated turning lanes. Other improvements include LED traffic/bike/pedestrian signalization, street-lighting, ADA curb cuts, sidewalks and paver crosswalk enhancements.

The purpose of this project is to enhance safety and multimodal traffic circulation for drivers, pedestrians, bicyclists, and transit riders, while facilitating access to local and regional destinations. Additionally, two Northern Virginia Transportation Authority (NVTA) proposed Bus Rapid Transit (BRT) lines are planned to run along the entire length of this section of Elden Street and to continue onto Innovation Metrorail Station. The scope of this project envisions BRT facilities, such as bus shelters and a recommended bus pull-off bay, as well as signal modifications necessary for the future proposed BRT.

Outside funding sources are anticipated to cover part or all of the local funding

commitment, but grant application statuses are unknown until Spring 2026.

Timing Impact:

Town Staff and the Virginia Department of Transportation are scheduled to complete a fully-executed project agreement in January 2026 for the South Elden Street Corridor Improvements project. Execution of this contract in January 2026 is required to maintain the project schedule as described in the Town's Capital Improvement Program (CIP) and the State's Six Year Improvement Program (SYIP).

Strategic Focus Area:

Secure and Interconnected Community
Good Governance

Fiscal Impact:

This resolution obligates the Town for up to \$7,775,810 as local matching funding based on current project funding in the CIP and SYIP. At this time, the Town has submitted for additional funding to cover local costs through the Northern Virginia Transportation Authority (NVTA) Regional Funding Program and Virginia Department of Transportation (VDOT) Revenue Sharing Program. This impact is consistent with past resolutions for both NVTA and VDOT grant applications (Resolution 25-G-54 and Resolution 25-G-38, respectively). If both funding applications are successful, 100% of the Town's \$7,775,810 local obligation will be covered by these outside funding programs.

Legal Impact:

Actions resulting from this resolution enter the Town into an agreement with the State. The agreement holds the Town accountable for providing funding for a specific project and within a specific timeline regardless of external funding sources.

Staff Recommendation/Next Steps:

Staff recommends Town Council adopt the Resolution Affirming Commitment to Fund Local Share of South Elden Street Corridor Improvements Project Under Agreement with the Virginia Department of Transportation and Provide Signature Authority.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- affirming commitment to fund the locality share of the South Elden Street Corridor Improvements (UPC 115669) Project, under agreement with the Virginia Department of Transportation, and to provide signature authority.

The Town of Herndon is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects. The Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share.

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

1. The Town Council of the Town of Herndon hereby commits to fund its local share of preliminary engineering, right-of-way, and construction of the South Elden Street Corridor Improvements (UPC 115669) project, to include improvements along a 0.4-mile section of South Elden Street between Sterling Road and Herndon Parkway under agreement with the Virginia Department of Transportation in accordance with the project financial documents.
2. The Mayor is authorized to execute all agreements and/or addenda for any approved projects with the Virginia Department of Transportation.

Agenda Item: Resolution 26-G-04 to appoint a member to the Board of Zoning Appeals (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Margie Tacci, Deputy Town Clerk

Description:

This is a request to appoint Nick Hohman as a member of the Board of Zoning Appeals (BZA) to fill an unexpired term ending December 31, 2027.

Background/Timing Impact:

Due to the unexpected resignation of a Board of Zoning Appeals (BZA) board member, a new appointment must be made to fill this unexpired term. BZA terms are for five-years and members must be town residents and qualified voters. The appointment will be effective on February 3, 2026.

Timing Impact:

Due to an unexpected vacancy, timely appointment is needed to allow the individual to begin serving on the board.

Strategic Focus Area:

Good Governance

Fiscal Impact:

N/A

Legal Impact:

The Town Council retains the authority to appoint members to Town boards, commissions, and committees, consistent with the Town Charter and Town Code.

Staff Recommendation/Next Steps:

Recommend approval of the resolution, as presented.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to appoint a member to the Board of Zoning Appeals.

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

1. **Nick Hohman** is appointed as a member of the Board of Zoning Appeals to fill an unexpired five-year term ending December 31, 2027.

Agenda Item: Resolution 26-G-05 to reappoint members to the Historic District Review Board and the Architectural Review Board/Historic District Review Boards (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Margie Tacci, Deputy Town Clerk

Description:

This is a request to reappoint Paul LeReche as the 'Architect/Architectural Historian' member on the Historic District Review Board for a three-year term [resident] ending on February 28, 2029; and to reappoint Amy Oleinick as the 'Architect' member to the Architectural Review/Historic District Review Boards for a one-year term [non-resident]; ending on February 28, 2027.

Background/Timing Impact:

The Historic District Review Board (HDRB) has jurisdiction over all structures in the Historic District. At least one member, the historian member, shall have a demonstrated interest, competence, or knowledge in historic preservation; and at least one member shall be an architect or an architectural historian, meeting appropriate qualifications that qualify the member as an expert in the area of historic preservation. These members may or may not be a resident of the town. A full term is three years. Mr. LeReche has served as the 'Architect/Architectural Historian' on the HDRB since 2024.

The Architectural Review Board has jurisdiction over all structures except detached single-family homes and buildings in the Historic District. At least one member of the Board shall be an architect registered in Virginia and at least one shall be a member of the Virginia State Bar. All members shall be town residents and qualified voters, except the architect member (ARB), who may or may not be a resident of the Town. If the architect member is not a resident of the town, that appointment shall be for a term of one year. A full term is three years. Ms. Oleinick has served as the "Architect" member on the ARB/HDRB board since 2023.

Timing Impact:

Reappointment of the members is necessary to ensure the continuity of the boards.

Strategic Focus Area:

Good Governance

Fiscal Impact:

N/A

Legal Impact:

The Town Council retains the authority to appoint members to Town boards, commissions, and committees, consistent with the Town Charter and Town Code.

Staff Recommendation/Next Steps:

Recommend approval of the resolution, as presented.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to reappoint members to the Historic District Review Board and the Architectural Review Board/Historic District Review Boards.

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

1. **Paul LeReche** is reappointed as the 'Architect/Architectural Historian' member of the Historic District Review Board for a three-year term [resident] ending February 28, 2029.
2. **Amy Oleinick** is reappointed as the 'Architect' member of the Architectural Review/Historic District Review Boards for a one-year term [non-resident] ending February 28, 2027.

Agenda Item: Resolution 26-G-06 to reappoint a Town of Herndon representative to the Phase II Dulles Rail Transportation Improvements Tax District Advisory Board (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Margie Tacci, Deputy Town Clerk

Description:

This is a request to reappoint Jeffrey J. Fairfield as the Town of Herndon representative to the Phase II Dulles Rail Transportation Improvement Tax District Advisory Board chosen from the nominations submitted by the petitioners for a four-year term ending January 31, 2030.

Background/Timing Impact:

The Advisory Board was established by the Fairfax County Board of Supervisors to advise the Phase II Dulles Rail Transportation Improvement District Commission. Jeffrey J. Fairfield, who has served on the Advisory Board since 2014, was reappointed in January 2022 and has expressed interest in another four-year term; the Town has received the required supporting letter from the petitioners. Pursuant to State Code § 33.2-2104, the Town appoints two representatives to the Advisory Board, and all appointments are for four-year terms.

Timing Impact:

Reappointment of the Town's representative is necessary for the individual to continue serving on the board.

Strategic Focus Area:

Good Governance

Fiscal Impact:

N/A

Legal Impact:

The Advisory Board provides an annual report to the District Commission on the transportation needs of the District and its activities. It also presents special reports on transportation matters requested by the District Commission or the Board of

Supervisors, including recommendations concerning taxes to be levied.

Staff Recommendation/Next Steps:

Recommend approval of the resolution, as presented.

Attachments:

- 1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

FEBRUARY 3, 2026

Resolution- to reappoint a Town of Herndon representative to the Phase II Dulles Rail Transportation Improvements Tax District Advisory Board.

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

1. **Jeffrey J. Fairfield** is reappointed as the Town of Herndon representative to the Phase II Dulles Rail Transportation Improvements Tax District Advisory Board chosen from the nominations submitted by the petitioners for a four-year term ending January 31, 2030.

Agenda Item: Approval of the December 2, 2025, Town Council Work Session Minutes (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request to approve the December 2, 2025, Town Council Work Session Minutes.

Background/Timing Impact:

N/A

Timing Impact:

Town Council minutes are typically presented for approval in chronological order. 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. December 2, 2025, Town Council Draft Work Session Minutes

**HERNDON TOWN COUNCIL
Work Session Minutes
Tuesday, December 2, 2025**

1. Call to Order

Mayor LeBlanc called the December 2, 2025, Town Council work session 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 (arrived at 7:13 p.m.); and Councilmembers Cesar del Aguila, Kelvin Garcia (arrived at 7:10 p.m.), Michael T. Lloyd, and Alex Reyes.

Councilmember Naila Alam was absent.

Staff present during the meeting: Dan Hoffman, Town Manager; Kirstyn Barr Jovanovich, Deputy Town Manager; Lesa Yeatts, Town Attorney; Brent Heavner, Chief Communications Officer; Lisa Gilleran, Director of Community Development; Marjorie Sloan, Director of Finance; Page Kalapasev, Director of Information Technology; Collin Okoniewski, Economic Development Manager; John Irish, Deputy Director of Public Works; Jessica Bynaker, Systems Analyst; Nathan Romero, Revenue Operations Supervisor; and Amanda Kertz, Town Clerk.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of four Councilmembers present. Vice Mayor Hedrick and Councilmember Garcia having not yet arrived.

Councilmember Alam was absent.

Mayor Announcements

Mayor LeBlanc provided information on upcoming holiday events, including:

1. Upcoming events included on the Herndon Hometown Holiday schedule, posted on the Town's website.
2. Appreciation for the holiday decorations placed in the downtown.
3. The last Regular Meeting of 2025 is next Tuesday, December 9, in the Herndon Council Chambers.

2. Discussion

a. Small Business Process Improvement Initiative Briefing

Mayor LeBlanc recognized Collin Okoniewski, Economic Development Manager, who provided an overview of the Small Business Process Improvement Initiative. He discussed the process that the cross-departmental team used to examine the process a small business goes through in the Town. This included data analysis; reviewing processes used in comparable jurisdictions; and gathering feedback. Three themes became apparent: the need for modernization, clearer communication and accessibility, and a more integrated in-person/online process.

Mr. Okoniewski outlined the future of the initiative, which included: cross-departmental training and service standards; a multilingual business guide; improved signage; and allowing both an in-person and online (through CityWorks) application process. He also emphasized building a more collaborative culture across departments.

[Note: Councilmember Garcia arrived at 7:10 p.m.; Vice Mayor Hedrick arrived at 7:13 p.m.]

There was discussion among the Council and staff on this item, which focused on the following areas:

1. Modernization tools through technology and use of artificial intelligence.
2. Setting clearer expectations through established standards and metrics.
3. Having more information on the business process publicly available, e.g. an average timeline to go through the process.
4. Tracking end-to-end processes.
5. Next steps in the process, including steps that are funded; low cost; or no cost.
6. Tools that could be used to track down businesses that do not register with the Town.

Responding to Councilmember del Aguila, Mr. Okoniewski indicated that staff can provide an estimate of the funding needed for the proposed solutions. Dan Hoffman, Town Manager, added that these requests may appear in the upcoming budget process and mentioned emerging tools that could help with data review and business identification.

Responding to Mayor LeBlanc, Mr. Okoniewski stated that staff is working on improvements to the website page that lists the businesses in Town. Mr. Okoniewski also shared that staff is exploring tools that could help Town systems communicate with each other and that the focus will be on customer experience to help guide the next steps.

b. Energy Project Update, Financing Discussion

Mayor LeBlanc recognized John Irish, Deputy Director of Public Works, who provided updates to the Town's budget for capital expenses, outlined several changes that have occurred in the process of finalizing the energy project contract over the past several months.

The last update on this topic was in August. After the selection of the CMTA for the Energy Performance Contract, an Investment Grade Audit (IGA) was performed on several Town facilities, including all five major buildings. The IGA identifies Energy Conservation Measures (ECM) that apply to each facility and calculates how much energy savings each provides. Once the IGA was established, there were several other considerations to determine the Phase 1 project scope: cost estimates and fiscal considerations. The immediacy of HVAC equipment failing determined that it was not economically wise to continue spending money repairing the HVAC systems at the Town Shop and the Herndon Municipal Center.

Mr. Irish outlined additional considerations that increased the project cost from what was initially identified at the project's start. The initial capital outlay of the project is currently estimated to exceed \$7M, an increase from the original cost estimate of \$3.45M. The proposed Master Agreement allows staff to begin phase one and continue the project as fiscally and programmatically prudent throughout the project.

Marjorie Sloan, Director of Finance, continued the presentation and outlined the proposed financing for the project, including financing and reduced energy costs as ways to address the large cost increase and bonding to help smooth the costs over 15 years. Three million was appropriated in the last budget cycle. The increased amount is higher than an amendment and will take longer to encumber. On the next meeting's agenda, there will be a request to execute the master service agreement along with a provision for the town to use a bond issue or other debt facility to finance a portion of these costs. The documentation to provide an option for a future bond issuance by approving the contract, and the resolution to approve it, will be included on the December 9, 2025 regular meeting agenda.

Optimal funding for the costs may include a bond issuance or other debt facility. The Town Council must approve these changes to the contract and, following Council discussion, staff can draft a resolution to this effect to be included on the next Town Council Regular meeting agenda. Project costs are not expected to be offset by any grant funding.

There was discussion among the Council and staff on this item about the higher cost, why it occurred, and ways to minimize the expected cost increases. Councilmember del Aguila posited whether financing through leasing in the operational budget would be more financially advantageous than a larger capital expense. Town Manager Hoffman and Ms. Sloan reported that the Town's high

bond rating will give a lower rate than leasing.

Following discussion and with the concurrence of Council, staff was directed to provide the previous two items on next week's regular meeting's consent agenda.

c. Proposed update to Adopted Budget Policy: Transfer/Reallocation/Redistribution of Funds

Mayor LeBlanc recognized Marjorie Sloan, Finance Director, who requested that the Town Council consider and approve an update to the language included in the existing FY 2026 Adopted Budget policies on Transfer/Reallocation/Redistribution of Funds.

The current policy sets thresholds on already approved line-item transfers between allocated funds in the budget. These are all zero-sum and move from one location in the budget to another. The proposed update is to raise the budget transfer limit that requires 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 the Town Council meeting schedule. It would be more efficient for the Town to operate these transfers within a higher limit. Attachment A provides the policy language with proposed updates. The packet included marked-up language that would be proposed for next week's meeting. The update provides further clarification to exempt budget-neutral "housekeeping items" from requiring Town Council action. Staff is requesting exemption from the policy for the following three types of budget transfers:

1. Correction of a budget load error: 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: clarify the addition of new account codes to ensure actual financial reporting has the correct level of detail and transparency.
3. The impact of approved staff reorganizations; all personnel transfers are signed by the Town Manager.

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. Staff is requesting the Council to consider changing the budget policy in accordance with Attachment A.

There was discussion among the Council and staff on this item about:

1. Policy from the past, when this policy was last updated, and how changes would impact what items would be brought before the Council.
2. Delays in bringing the item to the Council for approval.
3. Moving ledger locations for better accuracy in financial reporting.

4. How changes in the policy would impact staff; efficiency improvements.

Any changes between funds would still need to come to Council for approval. Following discussion and with the concurrence of Council, staff was directed to pursue these changes with Council's consensus.

d. Dulles Regional Chamber of Commerce Donation Request for the 2026 Friday Night Live! Concert Series

Mayor LeBlanc recognized Dan Hoffman, Town Manager, who provided an overview of the proposal submitted by the Dulles Regional Chamber of Commerce to hold the Friday Night Live (FNL) events for the summer of 2026. Mr. Hoffman discussed the services that the Town has historically provided to the Chamber for FNL and stated that, in recent years, staff has worked with the Chamber to better communicate the Town's cost, reduce support burdens, and align the event with the Town's event review processes.

In the past fiscal year, the Town Council provided the Chamber with a \$20,000 cash donation, along with certain Town services, for a total donation to the organization of \$59,474. The FY 2025 budget does not currently provide funding for the concert series, and the event does not qualify for a donation under the Community Cultural Festivals Donation policy. The total requested contribution to FNL is \$46,513 for the 2026 season, consisting of a \$20,000 cash donation and approximately \$26,513 in donated Town services. The estimated value of donated services may adjust as staff finalizes contract details with the applicant. Staff is seeking Town Council consensus on whether to authorize a cash donation and donated Town services in support of the 2026 FNL season, while continuing to review the Town's donation and special event policies.

Mr. Hoffman stated that staff will be looking heavily at the events process to determine exactly what the funding is and recommended approval for an ongoing event, noting that a different process will be considered next year to be more transparent.

There was discussion among the Council and staff on this item. Mayor LeBlanc noted that organizations will be required to handle their own trash, to lower the Department of Public Works' (DPW) costs. Councilmember del Aguila supported a transparent process.

Following discussion and with the concurrence of Council, staff was directed to proceed with the proposal.

3. Roundtable

Councilmember Garcia: shared that he and Councilmember del Aguila worked with the organization "She Believes In Me" to distribute food over the Thanksgiving holiday. He noted that the committee was featured in the *Fairfax Times* in service to the community.

Councilmember del Aguila: announced the third annual clothing and food distribution this Saturday at 10 a.m. in the Green Lizard parking lot. He also thanked the Town Council for their kind thoughts on the passing of his father.

Councilmember Lloyd: referenced an article he read about the youth advisory committee that Councilmember Garcia launched. He expressed concerns related to liability and potential confusion over what is a Town-sponsored activity, and requested clarification.

Councilmember Garcia responded that he asks students' parents for permission for students to participate in events when minors are involved, only meets in public spaces, and he does not take students in his personal vehicle.

Mayor LeBlanc commented that the Town's Liaison for youth engagement, Councilmember Reyes, and Town staff, will ask targeted questions to obtain targeted feedback from a wide cross-section of students at the schools.

Councilmember Reyes: stated that, as the Town's Liaison for youth engagement, he has received questions on the difference between Town-sponsored activities and personal initiatives. He commented on the importance of clear communication so that the public can differentiate between Town of Herndon and personal business.

Vice Mayor Hedrick: wished everyone a Happy Thanksgiving and stated that he had a question about overlap and intent about youth committee efforts.

Councilmember Garcia stated that his youth committee is an advisory group as well as a personal activism initiative that includes students from other schools in the area as well.

Mayor LeBlanc: wished everyone a Happy Thanksgiving. He provided comments on the many community events at Herndon Middle School and churches providing clothing and assistance to those in need. He will be posting the support groups and how to lend a hand or donations because there are those that still need additional assistance and help.

Dan Hoffman Town Manager: no comments.

4. **Closed Meeting**

- a. **A closed meeting pursuant to the Code of Virginia 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 Reyes moved that the Council convene in a closed meeting to discuss the following as permitted by Code of Virginia Section 2.2-3711(A)(8), consultation with legal counsel regarding specific pending litigation requiring the provision of legal advice by such counsel. Councilmember Garcia 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 8:23 p.m. Mayor LeBlanc called a brief recess, and at 8:31 p.m., the closed meeting reconvened in the Hoover Conference Room, all members present, with Mayor LeBlanc presiding.

Councilmember del Aguila moved to come out of the closed meeting. Motion seconded by Councilmember Garcia and carried by 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.

The Council came out of closed meeting at 8:56 p.m.

Councilmember Garcia moved to certify that, to the best of each member's knowledge, in the closed meeting just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed meeting and (2) lawfully permitted to be discussed in a closed meeting under the provisions of the Virginia Freedom of Information Act as cited in that motion. Motion seconded by Councilmember Reyes and 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.

Aye: 6
Nay: 0
Absent: 1

5. **Adjournment**

There being no further business, Mayor LeBlanc adjourned the December 2, 2025 Town Council work session at 8:57 p.m.

Becky Skillin
Deputy Town Clerk

Minutes approved by Town Council: _____ -

Agenda Item: Approval of December 9, 2025, Town Council Regular Meeting Minutes (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Margie Tacci, Deputy Town Clerk

Description:

This is a request to approve the December 9, 2025, Town Council Regular Meeting Minutes.

Background/Timing Impact:

N/A

Timing Impact:

Town Council minutes are typically presented for approval in chronological order. 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. December 9, 2025, Town Council Draft Meeting Minutes

HERNDON TOWN COUNCIL
Regular Meeting Minutes
Tuesday, December 9, 2025

1. Call to Order

Mayor LeBlanc called the December 9, 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, Kelvin Garcia, Michael T. Lloyd, and Alex Reyes.

Councilmember Naila Alam was absent.

Staff present during the meeting: Dan Hoffman, Town Manager, Kirstyn Barr Jovanovich, Deputy Town Manager; Lesa Yeatts, Town Attorney; Chief Steven Pihonak, Herndon Police; Brent Heavner, Chief Communications Officer; Lisa Gilleran, Director of Community Development; Bryce Perry, Deputy Director of Community Development; Page Kalapasev, Director of Information Technology; Marjorie Sloan, Director of Finance; David Stromberg, Zoning Administrator; Jaleh Mosehi, Capital Projects Planner; 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.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of six Councilmembers present. Councilmember Alam was absent.

Mayor Announcements

Mayor LeBlanc provided information about the following and stated that more information was available on the Town's website:

1. Upcoming Herndon Hometown Holiday Events:
 - December 13: Herndon WinterMarkt, downtown Herndon; Wreaths Across America, Chestnut Grove Cemetery
 - December 14: Santa Social, Herndon Community Center
 - December 31: New Year's Eve Golf Tournament, Herndon Centennial Golf Course

2. Leaf Collection:

The last day for leaf collection is December 19. The collection schedule is posted on the Town's website and calendar.

3. Upcoming Town Holiday Schedule:

Town offices will be closed all day on December 24 (updated from a half day), December 25, and January 1.

4. Upcoming Meetings:

Tonight is the last Town Council meeting for 2025. The next work session is scheduled for January 13, followed by a regular meeting on January 27. Mayor LeBlanc wished everyone a wonderful holiday season and a Happy New Year.

3. **Presentations/Reports/Comments**

a. **Proclamation to recognize Human Rights Day**

Mayor LeBlanc recognized Councilmember Lloyd to read the Proclamation to Recognize Human Rights Day into the record.

b. **Proclamation to recognize Herndon Town Incorporation Day**

Mayor LeBlanc recognized Councilmember Garcia to read the Proclamation to Recognize Herndon Incorporation Day into the record.

Mayor LeBlanc stated that members of the audience are invited to comment on the proclamations during the "Comments from the Audience" portion of the agenda.

c. **Town Manager Report**

Dan Hoffman, Town Manager, provided comments and wished Happy Holidays to everyone. He provided comments about the holiday events that occurred in Herndon the past weekend of December 6 to December 7.

d. **Councilmember Comments**

Councilmember del Aguila: thanked everyone who participated in the third annual Stars and Stripes clothing and food distribution event. He noted that approximately 20,000 pounds of food were distributed and that the supply was exhausted within one hour.

Councilmember Reyes: reflected on his nearly one year of service as a Councilmember and noted that this year marks the Town's 147th anniversary. He

thanked the community for its support and extended holiday well wishes, including Merry Christmas and Happy New Year.

Councilmember Garcia: noted a South Lakes High School girls' basketball game taking place that evening, where he coaches the freshmen team, with the game beginning at 6:00 p.m. and continuing into the junior varsity game. As this was the last meeting of the year, he encouraged residents to reach out to him with any questions and extended holiday greetings.

Councilmember Lloyd: shared that he has been glad to call Herndon home for the past 17 years. He thanked residents who opened their homes for the Holiday Homes Tour and noted recent community events, including the model train show at the Depot, with additional events scheduled for the upcoming weekend. He wished everyone a Happy Holiday season and a Happy New Year.

Vice Mayor Hedrick: thanked everyone who attended the meeting and noted that this is one of the busiest times of the year in Herndon. He expressed appreciation to the Department of Public Works, the Herndon Police Department, and other Town staff for facilitating multiple community events, including the tree lighting, food distribution, and Holiday Homes Tour. He noted that while the events appeared seamless to attendees, significant coordination occurred behind the scenes.

Mayor LeBlanc: commented on recent business activity in the Town, including his attendance at ribbon cuttings for Planet Fitness and Chicken Salad Chick. He noted that proclamations reflect the Town's ethos and identity, with Town Incorporation Day serving as a reminder of Herndon's past and future, and Human Rights Day reinforcing the importance of living the Town's values through governance and daily interactions. He wished everyone a peaceful and joyful holiday season.

4. Comments from the Audience

Mayor LeBlanc reviewed the process and invited members of the public to come forward to provide comments.

- Jay Hadlock, 515 Alabama Drive: Mr. Hadlock commented that 2025 has been an interesting year with new Town leadership and expressed appreciation for the work of Town staff. He requested continued clean-up events, additional information on traffic safety initiatives, Planning Commission work sessions to be recorded, greater transparency regarding taxes, housing, utility rates, and energy costs, and suggested holding cold-weather events in the Herndon Municipal Center lobby.

- Ken Wire, Wire & Gill, representing Blue Ocean (Herndon Trellis), 467 Herndon Parkway: Mr. Wire stated that the project at 467 Herndon Parkway is ready to proceed and requested a deferral and a discussion of the item at another meeting.
- Walter Shorter, Early Fall Court: Mr. Shorter, Vice President of Four Seasons HOA, expressed appreciation to the Town Council for its work and for efforts to streamline business processes in Herndon. He encouraged careful consideration of the use of artificial intelligence, thanked the Town Council and Police Chief for the 25-mile-per-hour speed limit and traffic enforcement efforts on Herndon Parkway, requested that temporary holiday signage remain in place, and welcomed the new Town Manager.

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**

Mayor LeBlanc recognized Bryce Perry, Deputy Director of Community Development, who explained that the proposed resolution would not initiate the requested Comprehensive Plan Amendment at this time. He stated that the Town is currently undergoing a comprehensive update of the Comprehensive Plan with an outside consulting firm and that the process is expected to be lengthy. Mr. Perry explained that Town Council and staff anticipate bringing forward Comprehensive Plan, with related items beginning in January and that, in order to evaluate all properties together and make comprehensive recommendations, initiating this amendment at this time does not make practical sense. He noted that the amendment could be brought forward later in the Comprehensive Plan process. Staff recommended approval of the proposed resolution to not initiate the amendment and encouraged the applicant to bring the request forward at a later date.

There was discussion among Council and staff on this item.

Councilmember del Aguila made a motion to move consideration of CPA #25-01, a Comprehensive Plan Amendment for changes to the Transit-related Growth Area Small Area Plan, to January. Motion seconded by Councilmember Garcia.

The question was called on 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.

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

Mayor LeBlanc recognized Page Kalapasev, Director of Information Technology, who reviewed the request for a sole source waiver to procure licensing and development services for the continued advancement of Cityworks, the Town's enterprise asset and land use management software. He explained that, in 2020, the Town utilized a cooperative contract from Spotsylvania County, Virginia, to procure Cityworks licensing and development services. Mr. Kalapasev stated that Azteca Systems, LLC, a Trimble Company, is the only legally authorized sole source provider for Cityworks licensing, software development, and ongoing support. Staff recommended approval of the proposed resolution, which designates Azteca Systems, LLC, as the sole source provider to support the Town's organization-wide use and continued advancement of Cityworks.

There was discussion among Council and staff on this item, including:

1. Clarification regarding the scope of licensing and development services to be provided.
2. The role of Azteca Systems, LLC, as a subject matter expert supporting Cityworks, mapping, and related work orders, including management of approximately 25 percent of designated work.
3. Whether the procurement would include future software upgrades or new development features.
4. Confirmation that future updates would not require Council action under the Town Code.

Following discussion, Councilmember Reyes moved to approve the 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, as presented. The motion was seconded by Vice Mayor Hedrick.

The question was called on 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.

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

There being no further business, Mayor LeBlanc adjourned the December 9, 2025 Town Council Regular Meeting at 7:34 p.m.

Margie C. Tacci, Deputy Town Clerk

Minutes approved by Town Council:

[Note: Approved resolutions and ordinances are on file in the Town Clerk's office.]

DRAFT

Agenda Item: Approval of the December 19, 2025, Special Town Council Closed Meeting Minutes (rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Consent

Prepared by: Margie Tacci, Deputy Town Clerk

Description:

This is a request to approve the December 19, 2025, Special Town Council Closed Meeting Minutes.

Background/Timing Impact:

N/A

Timing Impact:

Town Council minutes are typically presented for approval in chronological order. 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. December 19, 2025, Town Council Draft Special Closed Meeting Minutes

HERNDON TOWN COUNCIL
Special Closed Meeting Minutes
Friday, December 19, 2025

1. Call to Order

Mayor LeBlanc called the December 19, 2025, Town Council meeting to order at 1:05 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, Kelvin Garcia (remotely), and Alex Reyes.

2. Closed Meeting

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.

Mayor LeBlanc stated for the record, under Section 2.2-3708.3, Subsection D, of the Code of Virginia, and in accordance with Section 2-4 of the Town Code, the Chair received a request from Councilmember Garcia to participate through electronic communication means in this afternoon's Town Council Special Meeting - Closed Meeting from his office in Washington, DC, due to work commitments.

Mayor LeBlanc stated that a quorum of the public body physically assembled at the meeting location, with four Councilmembers present in the Hoover Conference Room of the Herndon Council Chambers Building this afternoon.

With the concurrence of Council, Councilmember Garcia will now join the meeting by electronic means to participate in the closed meeting this afternoon.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of four Councilmembers physically present, and one member participating remotely in accordance with Herndon Town Code Section 2-4.

Councilmembers Alam and Lloyd were absent.

Staff present during the meeting: Kirstyn Jovanovich, Deputy Town Manager, and Lesa Yeatts, Town Attorney.

a. A closed meeting pursuant to the Code of Virginia Section 2.2-3711(A)(8), consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, relating to real estate in the downtown

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)(8), consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, relating to real estate in the downtown. Vice Mayor Hedrick seconded the motion, which carried by 5-0 roll call vote. The vote was: Councilmembers del Aguila, Garcia, and Reyes, Vice Mayor Hedrick and Mayor LeBlanc voting "Aye." Councilmembers Alam and Lloyd were absent.

The Council went into closed meeting at 1:07 p.m.

Councilmember Reyes moved to come out of the closed meeting. Councilmember Garcia seconded the motion, which carried by 5-0 roll call vote. The vote was: Councilmembers del Aguila, Garcia, and Reyes, Vice Mayor Hedrick and Mayor LeBlanc voting "Aye." Councilmembers Alam and Lloyd were absent.

The Council came out of closed meeting at 1:29 p.m.

Vice Mayor Hedrick moved to certify that, to the best of each member's knowledge, in the closed meeting just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed meeting and (2) lawfully permitted to be discussed in a closed meeting under the provisions of the Virginia Freedom of Information Act as cited in that motion. Motion was seconded by Councilmember del Aguila and carried by 5-0 roll call vote. The vote was: Councilmembers del Aguila, Garcia, and Reyes, Vice Mayor Hedrick, and Mayor LeBlanc voting "Aye."

Aye: 5 [1 participating remotely]
Nay: 0
Absent: 2

3. Adjournment

There being no further business, Mayor LeBlanc adjourned the December 19, 2025 Town Council Special Meeting - Closed Meeting at 1:29 p.m.

Margie C. Tacci
Deputy Town Clerk

Minutes approved by Town Council: _____

Agenda Item: Mid-Year Financial Update and Economic Outlook Discussion
(rescheduled from January 27, 2026)

Meeting Date: February 3, 2026

Category: Work Session

Prepared by: Marjorie Sloan, Finance Director

Description:

Presentation of the town financial results as of December 31, 2025, and economic outlook for the next 12 months.

Background/Timing Impact:

A mid-year financial update occurs annually in accordance with Section III.d of the town financial policies. Finance has prepared a presentation for the February 3 Town Council Work Session to provide a mid-year status on town revenues and expenditures and discuss the current conditions and economic outlook for the current and next fiscal year. In addition, the materials also provide key calendar dates for the FY 2027 Budget Process.

Key points of the presentation include:

- The presentation alludes to the impact of the budget amendment proposed for February 3, 2026.
- As of December 31, the General Fund revenues total \$28.2M. This total is 49.6% of the current amended Fiscal 2026 Budget. BPOL revenues are due March 1, and are currently forecast at \$6.5M based on the FY 2025 actual receipts. Occupancy and Meals taxes are trending in line with the budget.
- General Fund expenditures YTD total \$21.2M. With encumbrance totals of \$4.4M, the remaining FY 2026 budget is \$31.3M. Costs categories are generally on budget.
- The emphasis in the Enterprise funds is on the timing of capital spending.
- The economic outlook for 2026 centers around a theme of uncertainty. While the rate of inflation is under 3%, the labor market has become sluggish. Additional interest rate cuts may continue, and an increase in for-sale housing inventory is anticipated as we move through the year.
- Public hearings to adopt the FY 2027 budget will be held in April 2026.

Timing Impact:

Upcoming key dates include the Water-Sewer presentation by Davenport at a February meeting, and the submission of the FY 2027 Budget to Council on/about March 1, 2026.

Strategic Focus Area:

Strong Fiscal Stewardship

Fiscal Impact:

N/A

Legal Impact:

N/A

Staff Recommendation/Next Steps:

No recommendation by staff at this time.

Attachments:

1. FY26_ Mid Year Update and Economic Outlook Presentation

FY 2026 Mid Year Update and Economic Outlook

Town Council Work Session

February 3, 2026

Marjorie Sloan
Director of Finance



Agenda

- Financials FY 2026 – status of Revenues and Expenditures
- Economic outlook
- Key Budget Process dates

Finance Summary FY 2026 – General Fund Revenues

Revenue Description	FY 2026		
	Amended Budget	Act thru 12/31/25	Achieved (%)
General Property Taxes	15,294	15,336	100.3%
Other Local Taxes	19,867	6,349	32.0%
Permits & Fees	759	782	103.0%
Fines & Forfeitures	406	207	51.0%
Use of Money & Property	2,048	957	46.8%
Charges for Services	2,691	1,518	56.4%
Misc. Revenue	108	48	44.0%
Intergovernmental Revenue	5,510	2,863	52.0%
Total	46,683	28,059	60.1%

Other Financing Sources

Use of Fund Balance	10,018	-	n/a
Other	225	183	n/a
Total with Use of Fund Balance	56,926	28,241	n/a

Other Local Taxes excl BPOL and Bank Stock 50.8%

Finance Summary FY 2026 – General Fund Expenditures

Revenue Description	FY 2025				
	Adopted Budget	Revised Budget	Act thru 12/31/24	Encumbered	Available
Personnel Services	33,285	33,285	14,749	-	18,536
Operations and Maintenance	11,616	14,230	5,294	3,081	5,855
Capital Outlay	2,899	6,773	923	1,285	4,565
Non-Departmental & Transfers	1,324	1,324	-	-	1,324
Debt Service	1,315	1,315	233	-	1,082
Total	50,438	56,926	21,198	4,366	31,361
	% of revised Budget		37.2%	7.7%	55.1%

FY 2026 – Mid year notes Governmental Funds

- **Capital Projects Fund**

- YTD spending + encumbrances of \$1.3M on a budget of \$8.7M.
- The largest project budgeted is the recently approved Energy Project for \$3.0M which kicks off this quarter, with Phase 1 continuing into FY 2027 (total Phase 1 >\$7M).

- **Stormwater Management Fund**

- Work continues on the Sugarland North Stream Restoration Project. This project is funded by a stormwater fee revenue “grant” from Fairfax County combined with a SLAF grant.
- Additional CFPF (Flood Preparedness) grants have been identified which will provide additional spending capacity into this fund for assessments and studies.
- Capital projects also include pipe relining projects that extend the life of existing pipes.

FY 2026 – Mid year notes Enterprise Funds

- **Chestnut Grove Cemetery Fund**

- Environmental and archeological requirements continue to push completion of development project.
- Cemetery management historical reconciliation provides additional site availability.

- **Herndon Centennial Golf Fund**

- Budgeted capital spending for FY 2026 will likely push to FY 2027 awaiting completion of an overall golf facility master plan.
- YTD Revenues of \$1.7M on pace with the FY 2026 budget.

- **Water and Sewer Fund**

- Operating Revenues YTD are 49.4% of FY 2026 Budget.
- Certain FY 2026 budgeted capital spending pushing to FY 2027 and beyond; current forecast at \$8.7M.

Economic Outlook – composite messaging

- **US economic growth** expected to be 2.0-2.6% in 2026.
 - High-income households will continue to drive consumer spending.
 - Lower-income families will remain under the pressure of high prices, slow wage and job growth and relatively higher interest rates.
 - Capital spending centers around AI investment; private and residential investment continues to contract each quarter.
 - Tax cuts may provide some boost to growth; Federal Policies may continue to create uncertainty.
- **Inflation** “moderating but persistent”.
 - Reflects the gradual pass-through of higher tariffs to consumer prices.
 - Inflation rates for 2026 predicted at 2.5% - 2.9% (Federal Reserve target remains 2%).

Sources: EY Parthenon, Goldman Sachs, Investopedia, FCPS FY27

Economic Outlook – composite messaging

- **Interest Rates**

- Rate cuts by the Federal Reserve likely in the second half of 2026.
- Bond rates not directly tied to the Federal Rates; linked more to long-term treasuries.
- Expect declining interest income as we move forward.

- **Job market**

- Described as “sluggish” and “potentially fragile”; some sources predict a bounce-back.
- Will potential shifts in job creation due to AI-driven productivity occur in 2026?
- Fairfax County unemployment rate: 3.3% (as of September).

- **Fairfax County**

- Lower growth in real estate tax base is projected for FY 2027.
- Average sales price of all homes is up 2.9% through October 2025.
- County predicts sales tax and BPOL increases of 1.5% for FY 2027.

Sources: EY Parthenon, Goldman Sachs, Investopedia, FCPS FY27

FY 2027 Budget Process – Upcoming Key Dates

Activity	Date
Draft Operating Budgets completed by Departments	complete
Preliminary Real Estate Assessment from the County	Jan 23
TC Work Session – Davenport presentation on Water-Sewer	Feb 10
Proposed FY27 Budget delivered to Council and available to residents	Mar 2
TC Work Sessions: Fund Presentations and discussions	March
Full Proposed Budget Book – review for adoption	Apr 1
Begin Public Hearings	Apr 14
Budget Adoption	Apr 28