



TOWN COUNCIL REGULAR MEETING AGENDA

Herndon Council Chambers
765 Lynn Street, Herndon, VA 20170

Tuesday, March 24, 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 National Vietnam War Veterans Day, March 29, 2026
- b. Proclamation to Recognize Autism Acceptance Month April 2026
- c. Town Manager Report
- d. Councilmember Comments

4. Comments from the Audience

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

5. Public Hearings

- a. Ordinance 26-O-06 to approve and authorize the mayor to sign a Fifth Lease Amendment with New Cingular Wireless PCS, LLC (AT&T) for the Town's Alabama Drive Water Tower to add three 5-year renewal terms upon expiration of current term and to update notice information
- b. Resolution 26-G-14 to approve an application for a special exception SE #25-03, 1207 Sunrise Court, to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district

6. General

- a. Resolution 26-G-15 to initiate consideration of a new Town of Herndon Comprehensive Plan to provide policies governing the physical development of the entirety of territory within the Town as required by Section 15.2-2223 of the Code of Virginia
- b. Resolution 26-G-16 to establish interim policy guidance to support and expand affordable housing opportunities
- c. Resolution 26-G-17 to adopt Town of Herndon Community Donation Program Policy Statement

7. Consent

- a. Resolution 26-G-18 to express appreciation and accept a generous donation from the Friends of Runnymede Park for a water fountain at Runnymede Park
- b. Resolution 26-G-19 to award contract IFB #26-03, Legal Advertisement Services
- c. Resolution 26-G-20 to initiate consideration of Zoning Ordinance Text Amendment ZOTA #26-02 to amend Chapter 78 (ZONING) Section 78-80.4 (Standards for Specific Accessory Uses and Structures) to revise requirements for caretaker's or security guard's residence
- d. Resolution 26-G-21 to authorize the Town Manager to submit a Creative Communities Partnership Grant Application to the Virginia Commission for the Arts
- e. Resolution 26-G-22 to authorize the Mayor to sign a License Agreement with Reston Friends Meeting, also known as Herndon Friends Meeting, for a license for an existing historic marker and to permit the town to place a new historic marker on the property located at 660 Spring Street
- f. Resolution 26-G-23 to appoint a member to the Pedestrian and Bicycle Advisory Committee
- g. Resolution 26-G-24 to initiate Zoning Ordinance Text Amendment ZOTA #26-03 to amend Chapter 78 (ZONING), Article VII (Use Regulations), Section 78-71.1 (Indoor Entertainment Use Category), and Article XVIII (Definitions), Section 78-180 (Definitions) to define casino related terms and establish land use provisions for casino establishments
- h. Approval of the November 18, 2025, Town Council Retreat Meeting Minutes
- i. Approval of the February 10, 2026, Town Council Work Session Minutes
- j. Approval of the February 17, 2026, Joint Town Council and Planning Commission Joint Work Session Minutes

- k. Approval of the February 24, 2026, Town Council Meeting Minutes
- l. Approval of the March 3, 2026, Town Council Work Session Minutes

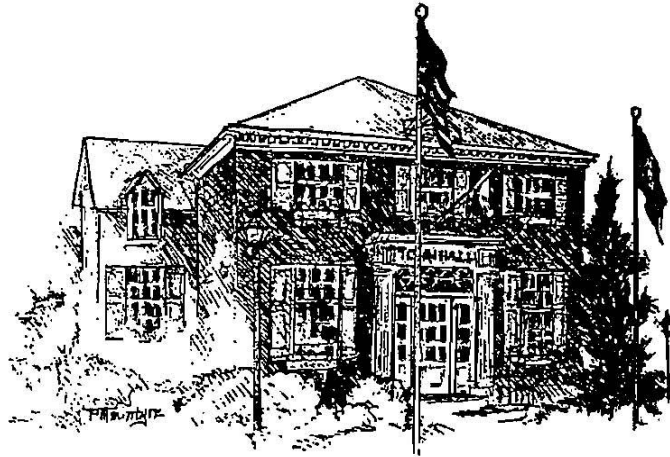
8. Work Session

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. Proposed FY 2027 Budget Follow-up
- b. Roundtable

9. Adjournment

Interpretación en Español está disponible en esta sesión.



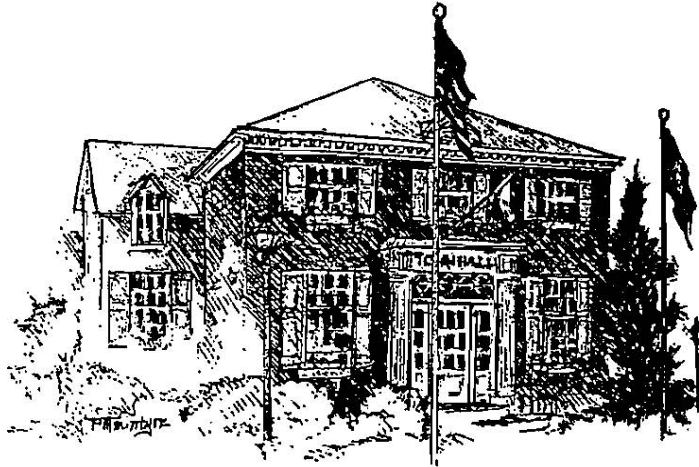
**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
NATIONAL VIETNAM WAR VETERANS DAY
MARCH 29, 2026**

The Town of Herndon joins communities across our nation in honoring National Vietnam War Veterans Day on March 29, a day established by Congress to recognize the service and sacrifice of the men and women who served during the Vietnam War and to mark the departure of the last U.S. combat troops from Vietnam in 1973.

This day remembers more than 58,000 service members who gave their lives in the line of duty and acknowledges the more than 1,500 who remain missing, reaffirming our nation's commitment to account for those who never returned home.

We also recognize the sacrifices of military families, medical personnel, caregivers, and all whose lives were profoundly shaped by this conflict, and we offer Vietnam veterans the words that many did not hear when they first returned home: Welcome Home.

On this Vietnam War Veterans Day, the Town of Herndon reaffirms its commitment to honoring and remembering Vietnam veterans and encourages all citizens to observe National Vietnam War Veterans Day through ceremonies, programs, and activities, and to proudly display the flag of the United States of America in recognition of the service and sacrifice of our nation's veterans.



TOWN OF HERNDON, VIRGINIA PROCLAMATION AUTISM ACCEPTANCE MONTH APRIL 2026

Town of Herndon recognizes April as *Autism Acceptance Month*, beginning with *World Autism Awareness Day* on April 2. This month serves as a reminder of our shared responsibility to build a community where autistic individuals are not only acknowledged, but genuinely included, respected, and valued. Acceptance goes beyond awareness—it calls us to embrace neurodiversity as an essential part of the human experience.

Autism is a lifelong neurodevelopmental difference that affects how individuals process information, communicate, and interact with the world. Autistic people bring unique strengths, perspectives, and talents to our community. Their success is supported by access to inclusive education, sensory-friendly environments, employment opportunities, and community programs that honor diverse needs. By listening to autistic voices, promoting understanding, and challenging misconceptions, we help ensure that every resident has the opportunity to thrive.

The Town of Herndon reaffirms its commitment to fostering a community where autistic individuals and their families feel welcomed, supported, and empowered. Therefore, the Mayor of the Town of Herndon, together with the Herndon Town Council, proclaims April 2026 as Autism Acceptance Month in the Town of Herndon. We encourage all residents, businesses, and organizations to participate in activities that promote inclusion, expand understanding, and strengthen our collective commitment to a more compassionate and accessible community for all.

Agenda Item: Ordinance 26-O-06 to approve and authorize the mayor to sign a Fifth Lease Amendment with New Cingular Wireless PCS, LLC (AT&T) for the Town's Alabama Drive Water Tower to add three 5-year renewal terms upon expiration of current term and to update notice information

Meeting Date: March 24, 2026

Category: Public Hearings

Prepared by: Tammy Chastain, Deputy Director of Public Works

Description:

The proposed ordinance approves a lease amendment that will provide for renewal terms of the current lease and will update contact information for notices of both parties.

Background/Timing Impact:

The original lease agreement at the Alabama Drive Water Tower between the Town and New Cingular Wireless was dated December 6, 2000, and subsequently amended in July 2006, October 2015, January 2021, and most recently in March 2023. The current lease will expire on May 31, 2026.

The proposed 5th amendment will provide for three (3) additional renewal terms of five (5) years each upon expiration of the current term. Each renewal term shall renew automatically, on the same terms and conditions of the original Lease, unless the Lessee provides at least sixty (60) days prior written notice before the expiration of the then current term that the Lessee does not wish to exercise such renewal term. Town and New Cingular Wireless contact information for notices has also been updated.

Strategic Focus Area:

Good Governance
Secure and Interconnected Community

Fiscal Impact:

The total current monthly rent is \$4,948.84. The amount will also remain subject to an annual 3% escalation provided for in the original Deed of Lease.

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. Lease Amendment - New Cingular Wireless
3. Legal Ad

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

ORDINANCE

MARCH 24, 2026

Ordinance- to approve and authorize the mayor to sign a Fifth Lease Amendment with New Cingular Wireless PCS, LLC (AT&T) for the Town's Alabama Drive Water Tower to add three 5-year renewal terms upon expiration of current term and to update notice information.

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

1. The Town Council approves a Fifth Amendment to Deed of Lease dated March 24, 2026.
2. This instrument provides for three (3) additional renewal terms of five (5) years each upon expiration of the current term on May 31, 2026.
3. This instrument amends Section 18 regarding notices by updating contact information for parties.
4. In all other respects the original lease remains in effect.
5. The mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
6. This ordinance shall be in effect on and after the date of its adoption.

26-O-06

Tenant Site ID: 16269/Herndon Water Tank
Fixed Asset No. 10067722
Market: DC/MD
Address: 624 Alabama Drive, Herndon, VA 20170

FIFTH AMENDMENT TO DEED OF LEASE

THIS FIFTH AMENDMENT TO DEED OF LEASE (“**Fifth Amendment**”), dated the 24th day of March 2026, is by and between Town of Herndon, a municipal corporation, having a mailing address of 777 Lynn Street, Herndon, VA 20170 (hereinafter referred to as “**Town**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as “**Lessee**”).

WHEREAS, Town and Lessee (or its respective predecessor-in-interest) entered into a Deed of Lease dated December 6, 2000 (“**Deed of Lease**”), as amended by that certain First Amendment to Deed of Lease dated July 23, 2006 (“**First Amendment**”), as amended by the Second Amendment to Deed of Lease dated October 20, 2015 (“**Second Amendment**”), as amended by the Third Amendment to Deed of Lease dated January 26, 2021 (“**Third Amendment**”), and as amended by the Fourth Amendment to Deed of Lease dated February 28, 2023 (“**Fourth Amendment**”) (hereafter, collectively, the “**Lease**”) whereby Town leased to Lessee certain Premises, therein described, that are a portion of the Property located at 624 Alabama Drive, Herndon, VA 20170; and

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows;

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Fifth Amendment.
2. **Renewal Terms.** Upon expiration of the term expiring on May 31, 2026, Lessee shall have the right to renew the Lease for three (3) additional renewal terms of five (5) years each. Each renewal term shall renew automatically, on the same terms and conditions of the Lease, unless Lessee provides at least sixty (60) days prior written notice before the expiration of the then current term that Lessee does not wish to exercise such renewal term.
3. **Notices.** Section 18, and subsequent amendments to Section 18 of the Lease are hereby deleted in their entirety and replaced with the following:

All notices, requests, payments of Rent, demands, and other communications required or permitted hereunder shall be given as follows:

Tenant Site ID: 16269/Herndon Water Tank
Fixed Asset No. 10067722
Market: DC/MD
Address: 624 Alabama Drive, Herndon, VA 20170

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Site No. 16269; Cell Site Name: Calhoun Ct (VA)
Fixed Asset: 10067722
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Town:

- a) To Town at (town.manager@herndon-va.gov with a copy to town.attorney@herndon-va.gov and to publicworks@herndon-va.gov); and
- b) To Town's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Town of Herndon
Attn: Town Attorney
777 Lynn Street
Herndon, VA 20170

With a copy to:

Town of Herndon
Attn: Town Manager
777 Lynn Street
Herndon, VA 20170

and

Town of Herndon
Attn: Department of Public Works
777 Lynn Street
Herndon, VA 20170

All other Notices will be sent:

- c) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

Tenant Site ID: 16269/Herndon Water Tank

Fixed Asset No. 10067722

Market: DC/MD

Address: 624 Alabama Drive, Herndon, VA 20170

- d) To Town at (town.manager@herndon-va.gov with a copy to town.attorney@herndon-va.gov and to publicworks@herndon-va.gov);
4. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Fifth Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Tenant Site ID: 16269/Herndon Water Tank
Fixed Asset No. 10067722
Market: DC/MD
Address: 624 Alabama Drive, Herndon, VA 20170

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be effective as of the last date written below.

LESSOR:

LESSEE:

TOWN OF HERNDON

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

By: _____

By:  _____

Name: Keven J. LeBlanc, Jr.

Name: Jesse Bird


Title: Mayor

Title: Principal Tech Vendor Mgmt

Date: _____

Date: 2/12/2026

APPROVED AS TO FORM:

By:  _____

Name: Lesa J. Yeatts

Title: Town Attorney








CALHOUN CT.10067722-67619.5TH AMD.PE.20260212

Final Audit Report

2026-02-18

Created:	2026-02-18
By:	Sarah Dowdy (sarah.dowdy@herndon-va.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXByf2PXnt8aUBQ7M6_O8JIUgjLRuhl_T

"CALHOUN CT.10067722-67619.5TH AMD.PE.20260212" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2026-02-12 - 8:01:04 PM GMT
-  Document created by Sarah Dowdy (sarah.dowdy@herndon-va.gov)
2026-02-18 - 3:45:21 PM GMT
-  Document emailed to town.attorney@herndon-va.gov for signature
2026-02-18 - 3:45:53 PM GMT
-  Email viewed by town.attorney@herndon-va.gov
2026-02-18 - 3:46:13 PM GMT
-  Signer town.attorney@herndon-va.gov entered name at signing as Lesa J. Yeatts
2026-02-18 - 3:46:41 PM GMT
-  Document e-signed by Lesa J. Yeatts (town.attorney@herndon-va.gov)
Signature Date: 2026-02-18 - 3:46:43 PM GMT - Time Source: server
-  Agreement completed.
2026-02-18 - 3:46:43 PM GMT

Town of Herndon, Virginia
Notice of Public Hearing

Notice is hereby given that the Town Council of the Town of Herndon, Virginia, will hold a public hearing on Tuesday, March 24, at 7:00 p.m. in the Herndon Council Chambers Building, located at 765 Lynn Street, Herndon on the following item:

Ordinance to approve and authorize the mayor to sign a Fifth Lease Amendment with New Cingular Wireless PCS, LLC (AT&T) for the Town's Alabama Drive Water Tower to add three 5-year renewal terms upon expiration of current term and to update notice information.

The public is encouraged to participate in the town's public hearing process. Individuals having an interest in the above item are invited to attend the public hearing and state their opinions and may also submit comments to town.clerk@herndon-va.gov.

The proposed item is available for examination by the public at the 2nd floor counter of the Herndon Municipal Center, 777 Lynn Street, Herndon, during normal business hours (Monday – Friday) and also available for review on the town's website www.herndon-va.gov.

The Town of Herndon supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities so that they may participate in services, programs, or activities offered by the town. Please call (703) 435-6804 to arrange for any accommodation that may be necessary to allow for participation. Interpretación en Español está disponible en esta sesión.

Amanda Morrow Kertz, Town Clerk

Note to Publisher:

Publish on March 6, 2026/March 13, 2026

Agenda Item: Resolution 26-G-14 to approve an application for a special exception SE #25-03, 1207 Sunrise Court, to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district

Meeting Date: March 24, 2026

Category: Public Hearings

Prepared by: Fadrique Iglesias, Community Planner, David Stromberg, Zoning Administrator

Description:

This application is to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district. The proposed use would increase the maximum number of children enrolled from seven to twelve. The property is zoned PD-R, Planned-Development Residential District. The property is designated in the Herndon 2030 Comprehensive Plan as "Neighborhood Conservation." The 8,929 square-foot lot is located on the south side of Sunrise Court, at the intersection with Morningside Court.

Background/Timing Impact:

The applicant applied for and received approval of a Zoning Inspection Permit (ZIP #25-045) to operate a home-based childcare use with a maximum enrollment of seven children at the subject property. Zoning Inspection Permit (ZIP) #25-045 was issued on September 22, 2025. The daycare currently operates between the hours of 7:00 a.m. and 6:00 p.m., which complies with the standard allowances under Sec. 78-80.5(b), Home-Based Business, Childcare or Daycare, and may be approved administratively by town staff. An increase in enrollment to a maximum of 12 children requires the approval of a special exception. Special exception applications are subject to review and recommendation by the Planning Commission, with final action taken by the Town Council. The Town has not received any complaints related to the daycare operation at this address.

If approved by the Town Council, the Special Exception will enable the applicant to proceed with obtaining the appropriate licensing and permits required by the Commonwealth of Virginia to operate a childcare facility serving up to twelve (12) children.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

N/A

Legal Impact:

The zoning ordinance allows a home-based daycare for up to 12 children enrolled with the granting of a special exception permit by the town council, in accordance with Sec. 78-80.5. If approved, the Special Exception will enable the applicant to proceed with obtaining the appropriate licensing and permits required by the Commonwealth of Virginia to operate a childcare facility serving up to 12 children.

Staff Recommendation/Next Steps:

Recommend approval with conditions.

Attachments:

1. Resolution (proposed)
2. Town Council Staff Report SE25-03
3. Presentation
4. Legal Ad

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to approve an application for a special exception SE #25-03, 1207 Sunrise Court, to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district.

The applicant, Ms. Idalia Bonilla Alvarenga, submitted a request to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district. The proposed use will provide care for a maximum of 12 children enrolled, identified as Fairfax County Tax Map # 0161 18 0022.

On February 23, 2026, the Planning Commission recommended that the special exception with conditions be approved based upon the finding that the proposed use meets the purpose and intent of the Zoning Ordinance.

The Town Council has reviewed this application and has held a public hearing in accordance with the provisions of §15.2-2204 of the State Code and approves the application with conditions based upon the finding that the amended conditions still meet the purpose and intent of the Zoning Ordinance, in particular Section 78-155.3(f)(3).

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

1. Special Exception SE #25-03 is approved, which shall not run with the land, and in accordance with the conditions set forth below to achieve compliance with the standards found in Section 78-155.3:
 - a. Substantial Conformity. Substantial conformance with the submitted application and plan submitted by the applicant on October 31, 2025, and for the purpose of daycare use only.
 - b. Hours of Operation. The permitted hours of operation shall be 6:00 a.m. until 9:00 p.m. Monday through Friday.
 - c. Number of Permitted Children. The total number of children present on site for home-based child daycare use shall not exceed 12 enrolled children per day. The ratio of employees to children as required by the Commonwealth of Virginia shall be maintained.

- d. On-Site Play Area. When playing outside, all children shall be within the fenced playground area.
- e. Child Drop-off and Pick-up. Child drop-off and pick-up are preferred to occur in the driveway. Double-parking on Sunrise Court is prohibited at all times.
- f. Signage. No signage shall be permitted.

STAFF REPORT

Agenda Item: Application for a Special Exception, SE #25-03, 1207 Sunrise Court, to permit a home-based child daycare use.

Meeting Date: March 24, 2026

Staff Contact: Fadrique Iglesias, Community Planner
fadrique.iglesias@herndon-va.gov (703) 787-7380
 David Stromberg, AICP, Zoning Administrator
david.stromberg@herndon-va.gov (703) 787-7380

Summary Information:

Proposed Modification	This application is to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district. The proposed use will provide care for a maximum of 12 children enrolled.
Address	1207 Sunrise Court
Fairfax County Tax Map Number	0161 18 0022
Owners	Idalia Bonilla Alvarenga
Applicant	Idalia Bonilla Alvarenga
Business/Organization	Idalia Bonilla Alvarenga
Property Use	Residential
Zoning District	PDR, Planned-Development Residential District – Four Seasons
Lot Size	8,929 square feet
Building Size	1,040 square feet of above-grade living area
Adjacent Zoning	North, South, East, West: PD-R, Residential – Single Family Detached.
Date of Construction:	1978
Comprehensive Plan Land Use Designation	Neighborhood Conservation

Staff Report
Application for a Special Exception – SE #25-03, 1207 Sunrise Court
Town Council Public Hearing – March 24, 2026

Location Map:



Background & Site Description:

The applicant previously applied for and received approval of a Zoning Inspection Permit (ZIP #25-045) to operate a child daycare use as a home-based business with a maximum enrollment of seven clients at the subject property. ZIP #25-045 was issued on September 22, 2025, and no complaints have been submitted to the Town regarding the daycare.

The subject property is located at the intersection of Morningside Court and Sunrise Court within the Four Seasons neighborhood. The property is designated Neighborhood Conservation in the Town of Herndon 2030 Comprehensive Plan¹. This designation reflects the Town’s intent to preserve and enhance the established character and quality of existing residential neighborhoods while allowing limited, compatible uses.

The property is zoned PD-R (Planned Development–Residential) and consists of an approximately 8,929-square-foot lot developed with a single-family dwelling containing approximately 1,040 square feet of above-grade living area. The PD-R district is characterized by a coordinated mix of residential housing types intended to promote cohesive neighborhoods with access to shared amenities.

¹ Herndon 2030 Comprehensive Plan. <https://www.herndon-va.gov/home/showpublisheddocument/17554/638247637418370000>

Staff Report

Application for a Special Exception – SE #25-03, 1207 Sunrise Court Town Council Public Hearing – March 24, 2026

The Neighborhood Conservation land use designation emphasizes compatibility with surrounding residential uses. The property's proximity to Summerfield Drive provides convenient access for families utilizing the childcare service while maintaining the residential character of the neighborhood. The Town's zoning ordinance standards are intended to balance the provision of childcare services with considerations related to traffic management, neighborhood compatibility, and adherence with applicable zoning and planning regulations.

Case Details & Proposal:

The applicant seeks approval of a Special Exception to increase the maximum number of children permitted in their home-based childcare business from seven (7) to twelve (12). The proposed use will operate between 7:00 a.m. and 6:00 p.m., Monday through Friday, with staggered pick-up and drop-off schedules to accommodate families with varying needs. Children may attend during a morning session (approximately 7:00 a.m. to noon), an afternoon/after-school session (approximately noon to 6:00 p.m.), or both, thereby distributing arrival and departure times throughout the day.

Under the regulations of the Virginia Office of Child Care Health and Safety, a licensed Family Day Home may care for up to twelve (12) children, exclusive of the provider's own children and any children residing in the home, within a single-family dwelling. The Town of Herndon Zoning Ordinance allows a maximum of seven (7) children, exclusive of the provider's own children and resident children, with approval of a Zoning Inspection Permit. Care for up to twelve (12) children is permitted with approval of a Special Exception.

Proposed Operations:

The home-based childcare operation is proposed to take place primarily in the basement level of the dwelling, within an area of approximately 800 square feet. Access to the childcare area will be provided through the main entrance of the home, with internal stairs leading to the basement. The basement includes one bathroom and a kitchen. At this time, Ms. Bonilla is the sole employee of the childcare operation.

The proposed hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday, with children potentially attending during a morning session (7:00 a.m. to noon) and/or an afternoon/after-school session (noon to 6:00 p.m.) in order to accommodate families with diverse scheduling needs.

Staff Analysis:

Staff Report

**Application for a Special Exception – SE #25-03, 1207 Sunrise Court
Town Council Public Hearing – March 24, 2026**

Zoning Ordinance Compliance

The Zoning Ordinance allows a home-based daycare for up to twelve (12) children with the approval of a Special Exception. The proposed use will continue to operate under its existing conditions with respect to the space occupied by the business, facilities provided, and overall operations. The exterior appearance of the building will remain unchanged. The applicant has completed non-structural cosmetic improvements within the basement, including painting, flooring, and replacement of doors and windows. No additional impervious area or land disturbance is proposed.

Special exceptions may be approved provided they comply with the following standards. Staff evaluated the criteria for review of special exceptions found in Zoning Ordinance Section 78-155.3(e)

Criteria from Section 78-155.3(e)(1)	Meets/ Does Not Meet	Why the application meets or does not meet the criteria of Section 78-155.3(e)
a. Is consistent with the Comprehensive Plan.	Meets	The Comprehensive Plan Land Use Section provides policies for provision of goods and services to the local community and positive economic benefits of new businesses. The proposed uses will be in conformance with the comprehensive plan polices.
b. Is free of conflict with any provision of this chapter and related regulations or any other applicable local, state, or federal laws and regulations.	Meets	The proposed special exception uses are provisioned with the base zoning district and do not create any substantial conflicts with other regulatory requirements. The use and business operations will be conditioned to ensure the use continually meets the purpose and intent of the Planned Development, Residential Zoning District.
c. Does not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use.	Meets with conditions	The proposed uses are generally compatible with the site / neighborhood. The proposed conditions will limit the impact to parking and vehicle trips by restricting maximum number of clients.
d. Consistent with the purpose and intent of the zoning district in which it is located or will improve compatibility among uses and will ensure efficient development within the Town.	Meets	The proposed conditions will remain compatible with the intent of the uses of the PD-R district.
e. Minimizes adverse visual impact of the proposed use on adjacent lands.	Meets	The proposed conditions will not generate visual changes to the site.
f. Contributes to a logical and orderly development pattern consistent with accepted or emerging planning practices.	Not Applicable	No physical alterations of the structure are expected and thus not subject to this criterion.

Staff Report

Application for a Special Exception – SE #25-03, 1207 Sunrise Court Town Council Public Hearing – March 24, 2026

g. Minimizes adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration, and should not create a nuisance.	Meets with conditions	Staff recommended conditions to limit the distribution of customers to prevent negative impacts to parking, drop-off/pickup, and noise.
h. Avoids significant adverse impacts on the property values of surrounding lands or substantially and permanently injures the use of neighboring property for those uses that are permitted in the zoning district.	Meets with conditions	The proposed use has virtually no external impacts and provides a needed community service.
i. Does not significantly and adversely impact the natural environment, including but not limited to, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.	Meets	The proposed conditions will not involve any expansion of floor area or conversion of pervious area to impervious area.
j. Results in development that is adequately served by transportation facilities, including whether or not a substantial deterioration of the level of service on the Town's transportation network would occur and whether or not the proposed use is designed to ensure safe ingress and egress onto the site and safe road conditions on and around the site.	Not Applicable	No physical alterations of the structure are expected and thus not subject to this criterion.
k. Results in development that is adequately served by public facilities (roads, potable water and sewage, schools, parks, police, and fire and emergency medical facilities).	Not Applicable	No physical alterations of the structure are expected and thus not subject to this criterion.
l. If infill and redevelopment is consistent with the redevelopment criteria and other applicable guidelines as stated in the Herndon 2030 Comprehensive Plan (adopted August 12, 2008), as amended.	Not Applicable	No physical alterations of the structure are expected and thus not subject to this criterion.
m. If located in the floodplain overlay district, meets floodplain overlay standards.	Not Applicable	The building is not located within the FPO.

Furthermore, section 78-155.3(f)(3) clarifies that in the case of a childcare center or daycare center, an associated special exception shall not run with the land, and shall be subject to the requirements of section 78-155.3(f)(3) Approval linked to owner of property, not land. In addition to these standards, the zoning ordinance has established additional standards for childcare or daycare uses as a home-based business. These standards, identified in section 78-80.5 (b), provide the requirements for all home-based businesses.

Home-based business, childcare or daycare—Additional standards. In addition to the standards of section 78-80.5, a home-based childcare or daycare shall be subject to the following additional standards. In accordance with the Herndon Zoning Ordinance standards for home-based businesses, the application complies with the requirements concerning the number of children and nonresident employees. As stipulated under section 78-80.5 and the additional standards for home-based childcare or daycare

Staff Report

Application for a Special Exception – SE #25-03, 1207 Sunrise Court Town Council Public Hearing – March 24, 2026

businesses, the proposed use ensures adherence to the limits on enrollment and staffing, thereby meeting the applicable zoning regulations.

Play area. The proposed application satisfies the minimum requirement of 75 square feet of outdoor play area per child enrolled in the childcare business. A plan demonstrating the designated outdoor play area, which is fully enclosed by a fence to ensure safety, was submitted with the application.

Comprehensive Plan Adherence

The proposal is consistent with the Herndon 2030 Comprehensive Plan Neighborhood Conservation Land Use Policies and encourages uses that provide a variety of goods and services as well as promote economic development that helps increase employment and add to the community tax base.

Parking

The zoning ordinance does not require additional parking for a home-based daycare or any other home-based business.

Analysis of Conditions

Staff are recommending six conditions for this special exception, listed in the following conditions analysis table, consistent with previously approved special exceptions. Staff believe these conditions provide reasonable ways in which the existing childcare use can be expanded while properly mitigating potential impacts, as well as achieving the purpose and intent of the applicable zoning district.

#	Condition	Covered by language in the Zoning Code	Reason for Condition
1	Substantial conformance with the submitted application and plan submitted by applicant on October 31, 2025, and for the purpose of daycare use only.	No	The site shall be developed and maintained in substantial conformance with a submitted special exception plan that is 33 percent or less of the gross floor area and in conformance with section 78-80.5. of the zoning ordinance
2	Hours of Operation	Yes	6AM-9PM, in conformance with section 78-80.5. of the zoning ordinance
3	Number of Permitted Children	No	The total number of children present on site for home-based child daycare use shall not exceed 12 enrolled. The ratio of employees to children as required by the state shall be maintained.
4	On-Site play area	No	When playing outside all children shall be within the fenced playground area.

Staff Report
Application for a Special Exception – SE #25-03, 1207 Sunrise Court
Town Council Public Hearing – March 24, 2026

5	Child Drop-off and Pick-up.	No	Child drop-off and pick-up shall be limited to the driveway
6	Signage.	No	No signage shall be permitted.

Any violation of the aforementioned conditions or other sections of the Herndon Town Code shall be grounds for revoking the special exception pursuant to the manner described in Section 78-155.3(h).

The Planning Commission voted 6–0 to recommend approval of the special exception (Resolution 26-PC-002).

Fiscal Impact:

The Town can collect taxes from home-based businesses.

Town Council Alternatives:

The following alternatives are available to the Town Council for its decision on SE #25-03:

1. Recommendation for approval.
2. Recommendation for denial. The daycare continues its operations with seven children as a by-right use.
3. Continuance of the application to April 14, 2026.

Staff Recommendation:

Staff recommend the Town Council approve the Special Exception with conditions. Several daycares have been operating nearby since 2010 without negative impacts to the surrounding neighborhood. The expansion of the number of children is minor enough to not generate negative impacts.

Special Exception (SE) #25-03 1207 Sunrise Court Home-Based Child Daycare Use

Town Council Public Hearing
March 24, 2026

Fadrique Iglesias
Community Planner

Aerial Photograph



Existing Conditions

The applicant received approval of a Zoning Inspection Permit (ZIP #25-045) to operate a home-based child daycare with a maximum enrollment of seven children at the subject property. To date, the Town has not received any complaints related to the daycare at this address.



Proposed Special Exception

- Applicant seeks approval to increase the number of children enrolled in their home-based childcare business to a max. of 12.
- A Family Day Home, licensed by the Virginia Office of Child Care Health and Safety, allows up to 12 children to be cared for in a single-family residence.
- The zoning ordinance allows up to 7 children to be care for in a single-family residence with the approval of a Zoning Inspection Permit.
 - A maximum of 12 children may be cared for with the approval of a Special Exception.
 - The applicant is requesting 12 children to be cared for, as allowed by the Commonwealth of Virginia.

Proposed Operations

- Access to the childcare area: main entrance of the home, with internal stairs leading to the basement.
 - The basement includes one bathroom and a kitchen. Ms. Bonilla is the sole employee of the childcare operation; however, if the Special Exception is approved, she plans to hire one additional employee.
- Proposed hours: Mon – Fri, 7:00 a.m. - 6:00 p.m.
 - Children potentially attending during a morning session (7am – noon) and/or an afternoon/after-school session (noon - 6pm) to accommodate families with diverse scheduling needs.
- The application satisfies the min. requirement of 75 sq. ft. of **outdoor play area** per child enrolled in the childcare business (900 sq. ft.).
- The applicant has indicated that approximately 470 sq. ft. (23.5'x20') of the basement will be dedicated to the daycare use.
 - **A home-based business may occupy no more than 33 percent of the floor area of the principal dwelling**, up to a maximum of 1,000 square feet, inclusive of any accessory structures (Town Ordinance Sec. 78-80.5). Thirty-three percent of the 1,510 sq. ft. of total floor area* equals approximately 498.3 sq. ft., which is greater than the 470 sq. ft. proposed for the childcare use.

**Floor area: The sum of the gross horizontal areas of the several stories of a dwelling, exclusive of garages, decks, and open porches*



Staff Analysis

- Zoning Ordinance compliance & Comprehensive Plan adherence
 - Purpose and intent of the PD-R Zoning District
- By-right uses versus special exception uses
- Use compatibility
- Parking analysis
- Potential impacts
- What conditions may mitigate and/or manage impacts

Impacts

The zoning ordinance allows a home-based daycare for up to 12 children enrolled with the granting of a special exception permit by the town council, in accordance with Sec. 78-80.5.

- Denial of the Special Exception:
 - By-right uses (home-based business) remains.
 - Proposed business (childcare home-based business) would be permitted at the subject property/location; however, the maximum number of children enrolled is seven (7).
 - ZIP#25-045 remains active.
- Approval of the Special Exception:
 - Daycare with maximum 12 children enrolled is permitted

Special Exception Conditions

	Condition	Covered by language in the Zoning Code	Reason for Condition
1	Substantial conformance with the submitted application and plan submitted by applicant on October 31, 2025, and for the purpose of daycare use only.	No	The site shall be developed and maintained in substantial conformance with a submitted special exception plan that is 33 percent or less of the gross floor area and in conformance with section 78-80.5. of the zoning ordinance
2	Hours of Operation	Yes	6AM-9PM, in conformance with section 78-80.5. of the zoning ordinance
3	Number of Permitted Children	No	The total number of children present on site for home-based child daycare use shall not exceed 12 enrolled. The ratio of employees to children as required by the state shall be maintained.
4	On-Site play area	No	When playing outside all children shall be within the fenced playground area.
5	Child Drop-off and Pick-up.	No	Child drop-off and pick-up are preferred to occur in the driveway. Double parking on Sunrise Court is prohibited at all times.
6	Signage.	No	No signage shall be permitted.

Recommendations

- Staff recommend the Town Council approve the Special Exception with conditions.

Several daycares have been operating nearby since 2010 without negative impacts to the surrounding neighborhood. The expansion of the number of children is minor enough to not generate negative impacts.

The Planning Commission voted 6–0 to recommend approval of the special exception (Resolution 26-PC-002).



**Town of Herndon, Virginia
Notice of Public Hearing**

Notice is hereby given that the Town Council of the Town of Herndon, Virginia, will hold a public hearing on Tuesday, March 24, at 7:00 p.m. in the Herndon Council Chambers Building, located at 765 Lynn Street, Herndon on the following item:

APPLICATION FOR A SPECIAL EXCEPTION – SE #25-03, 1207 Sunrise Court, to consider a special exception to permit a home-based child daycare use within the PD-R, Planned Development-Residential, zoning district. The proposed use would increase the maximum number of children enrolled from 7 to 12. The property is zoned PD-R, Planned-Development Residential District. The property is designated in the Herndon 2030 Comprehensive Plan as "Neighborhood Conservation". The 8,929 square-foot lot is located on the south side of Sunrise Court, at the intersection with Morningside Court. Fairfax County Tax Map Reference Number: 0161 18 0022. Applicant and owner: Idalia Bonilla Alvarenga.

The public is encouraged to participate in the town's public hearing process. Individuals having an interest in the above item are invited to attend the public hearing and state their opinions and may also submit comments to town.clerk@herndon-va.gov.

The proposed item is available for examination by the public at the 2nd floor counter of the Herndon Municipal Center, 777 Lynn Street, Herndon, during normal business hours (Monday – Friday) and also available for review on the town's website www.herndon-va.gov.

The Town of Herndon supports the Americans with Disabilities Act by making reasonable accommodations for persons with disabilities so that they may participate in services, programs, or activities offered by the town. Please call (703) 435-6804 to arrange for any accommodation that may be necessary to allow for participation. Interpretación en Español está disponible en esta sesión.

Amanda Morrow Kertz, Town Clerk

Note to Publisher:

Publish on March 6, 2026/March 13, 2026

Agenda Item: Resolution 26-G-15 to initiate consideration of a new Town of Herndon Comprehensive Plan to provide policies governing the physical development of the entirety of territory within the Town as required by Section 15.2-2223 of the Code of Virginia

Meeting Date: March 24, 2026

Category: General

Prepared by: Bryce Perry, Deputy Director of Community Development, Ahmad Zaki, Lead Planner/Long Range

Description:

This item formally initiates development of a new comprehensive plan, Herndon 2050 Comprehensive Plan (Herndon 2050), which will replace the Herndon 2030 Comprehensive Plan and serve as the overriding policy document for the Town in coming years. Section 15.2-2223 of the Code of Virginia states: "The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction..." In accordance with this section of the State Code, this resolution, if adopted, directs the Planning Commission to proceed with the project.

Background/Timing Impact:

The Town's current comprehensive plan, the 2030 Comprehensive Plan, is quickly reaching the end of its relevancy. Significant changes within the town and the world, including environmental, social and technological, require a new paradigm to guide Town leadership and staff through the next 23+ years. The project includes the first town-wide market study and economic development strategy as well.

The consulting firm of Agency Landscape + Planning, with several sub-consultants, will be working with the Planning Commission, Town Council and staff throughout the project. On February 17, 2026, at a joint work session of the Town Council and Planning Commission, the consultants introduced the project and the background work that has been accomplished to date.

Due to its scope, the project is anticipated to extend through the early months of 2028, with Planning Commission recommendation and Town Council adoption and certification occurring in late 2027 and early 2028. Throughout the intervening months, extensive community outreach will occur since public input, as well as technical knowledge, will shape the Herndon 2050 Comprehensive Plan.

Strategic Focus Area:

Secure and Interconnected Community
Environmental and Economic Sustainability
Good Governance
Thriving Community
Strong Fiscal Stewardship

Fiscal Impact:

The Town previously secured a \$720,000 Federal grant with a 20% local obligation of \$180,000, for a total estimated project cost of \$900,000. The contract negotiated with Agency Landscape + Planning, Inc. is estimated at \$1,165,038. Funds will be appropriated by fiscal year as outlined below, with 60% of incurred costs (up to \$720,000) reimbursed by the Federal Highway Administration. In addition, the Town anticipates allocating a contingency budget of \$35,000 to address issues or additional items that may arise during the planning process. Anticipated appropriations per fiscal year are as follows:

- FY26: \$1.1 Million (as approved in the FY26 budget)
- FY27: \$100,000

For the budgeted amount, the consultants have agreed to add two small area plans or "early action plans" to the scope of the project, providing a fresh look at both the Metro area and Downtown.

Legal Impact:

While a comprehensive plan is a policy document and not a regulatory code, it is mandated by the Code of Virginia, which provides the intent and framework for the document. Once adopted, the Herndon 2050 Plan will have legal impacts on decisions made by the Town.

Staff Recommendation/Next Steps:

Staff recommends that the Town Council approve the resolution initiating the Herndon 2050 Comprehensive Plan.

Attachments:

1. Resolution (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to initiate consideration of a new Town of Herndon Comprehensive Plan to provide policies governing the physical development of the entirety of territory within the Town as required by Section 15.2-2223 of the Code of Virginia.

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

1. The Town Council initiates the new Town of Herndon Comprehensive Plan with a horizon year of 2050.
2. The public necessity, convenience, general welfare requires the Town Council's consideration of this proposed rewrite and readoption of the Town's Comprehensive Plan.
3. The rewrite of the Comprehensive Plan shall meet all applicable requirements of and in accordance with Va. Code Chapter 22 Article 3. The Comprehensive Plan.
4. The Plan is referred to the Planning Commission for its consideration, public hearing, and recommendation to the Town Council by December 31, 2027.
5. Upon final adoption and certification, the new Town of Herndon Comprehensive Plan (CP2050) shall supersede the Town of Herndon 2030 Comprehensive Plan in its entirety.

Agenda Item: Resolution 26-G-16 to establish interim policy guidance to support and expand affordable housing opportunities

Meeting Date: March 24, 2026

Category: General

Prepared by: Lisa Gilleran, Director of Community Development, David Stromberg, Zoning Administrator

Description:

The attached resolution establishes interim policy to support and expand affordable housing opportunities prior to the adoption of the future 2050 Comprehensive Plan.

Background/Timing Impact:

On February 17, 2026, the Town Council and Planning Commission held a joint work session at which time the Town's housing consultant, TPMA, presented findings and recommendations from the Town of Herndon Housing Study Final Report dated February 2026. The report included several recommendations regarding housing needs and potential actions that the Town can take to expand and protect housing affordability.

Staff recommends that the Town Council establish an interim policy towards supporting and expanding affordable housing opportunities within the Town. While the future 2050 Comprehensive Plan will establish policies on housing needs, diversification, and affordability, the 2050 Comprehensive Plan project will take approximately two years to complete. Interim policies will allow the staff to move forward with efforts to support and expand affordable housing policies in the interim. The attached resolution provides the necessary interim policies, including exploration of a partnership with Fairfax County Redevelopment and Housing Authority (FCRHA), employment of interim policies for the establishment of affordable units that mirror FCRHA's standards and policies, and explicit encouragement of housing and mixed-use proposals that provide affordable units as well as diversity in housing options.

Timing Impact:

As explained in the resolution, this interim policy is proposed to advance affordable housing and diverse housing opportunities within the town, while the new Town of Herndon Comprehensive Plan is being developed and adopted. The new comprehensive plan will include a more robust detailed housing policy designed to secure a diversity of housing options, including affordable housing, but the comprehensive plan project is anticipated to take approximately two years to complete.

The proposed resolution becomes effective on the date of its adoption and sunsets upon the adoption of the future 2050 Comprehensive Plan.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

Known Cost: The contract with the housing consultants, TPMA, is a two-phase agreement. Phase one, the Town of Herndon Housing Study Final Report, has been completed. Phase two provides consulting services to assist staff in drafting land use and zoning implementation language consistent with the Affordable Housing Plan, including alignment with Fairfax County Redevelopment and Housing Authority (FCRHA) policies. The cost of phase two is \$23,176, which has been previously allocated and encumbered.

Contingent Administrative Cost: If affordable units are created prior to the establishment of an MOU with the FCRHA, the Town would be responsible for administering those units. The cost would depend on the number of units created and the length of time between unit creation and MOU execution. Staff will pursue the MOU expeditiously to minimize this exposure.

Ongoing Enforcement Cost: Based on preliminary discussions with Fairfax County, the County is open to an MOU for unit administration but anticipates that the Town would retain enforcement responsibility. The cost of this enforcement function is currently unknown. Staff will develop a clearer understanding of scope and resource requirements through the MOU negotiation process and will report back to Council accordingly.

Legal Impact:

This Resolution provides specific legislative intent for Affordable Housing.

Staff Recommendation/Next Steps:

Staff recommends adoption of the resolution.

Attachments:

1. Resolution (proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to establish interim policy guidance to support and expand affordable housing opportunities.

The Town of Herndon Town Council, upon consideration of the findings and recommendations of the Town of Herndon Housing Study Final Report, dated February 2026 and submitted by the Town’s housing consultants, TPMA, finds that interim policy guidance is necessary to promote affordable housing opportunities in advance of the adoption of the 2050 Comprehensive Plan.

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

1. The Town Council hereby states its desire to promote affordable housing through prioritization of housing and mixed-use proposals that provide affordable units.
2. Interim affordable housing policy shall be developed and included in the Early Action Plans for the Downtown and Metro Area. These Early Action Plans will be completed and adopted into the Town’s 2030 Comprehensive Plan before the Town finalizes and adopts the new 2050 Comprehensive Plan.
3. To the greatest extent possible, the establishment of affordable units under this interim policy should mirror the standards and administrative elements of the Fairfax County affordable housing policies.
4. The staff is directed to explore the establishment of a partnership with the Fairfax County Redevelopment and Housing Authority (FCRHA) towards the eventual establishment of a MOU to permit the FCRHA to administer affordable housing within the Town.
5. This interim policy shall cease with the adoption of the 2050 Comprehensive Plan, which will establish the Town’s future affordable housing policies.
6. This resolution shall be in effect from the date of its adoption.

Agenda Item: Resolution 26-G-17 to adopt Town of Herndon Community Donation Program Policy Statement

Meeting Date: March 24, 2026

Category: General

Prepared by: Dan Hoffman, Town Manager

Description:

This is a request to adopt a Community Donation Program Policy Statement. A draft policy statement was first presented and discussed during the January 13, 2026 work session, and then again during the February 10, and March 10, 2026 work sessions. As a result of those discussions, staff has provided a policy and resolution for Council consideration and action.

Background/Timing Impact:

In 2023, the Town Council repealed the Town's charitable/non-profit donation policy, which was an application process by which nonprofit organizations could request a donation from the town for programs or services benefiting the Herndon community. Since then, as part of the annual budget process, Town Council has approved direct donations to arts organizations operating within the Town of Herndon. The repeal of the charitable or non-profit donation policy eliminated the Town's competitive, open process through which community organizations could request funding for events, activities, and programming intended to benefit the broader community.

In early 2024, and in recognition of the desire to support community events beyond the specific arts organizations receiving funding through the Town's budget process, Town Council established the Community Cultural Festivals Donation Policy. This policy created a mechanism for nonprofit organizations to request funding support for new events held within the Town. Since its adoption, the policy has been amended twice, and funding has been included in the FY 2024, FY 2025, and FY 2026 budgets. In addition, the Town Council recently adopted a small donations policy that provides authority to the Town Manager to approve small donations of less than \$250.

Since the inception of the Community Cultural Festivals Donation Policy, staff has provided Council with multiple updates regarding the status and use of the program, as well as briefings on the Town's broader event programming and special event review process. Separately, the Town has continued to allow local organizations to utilize Town property for community events through an established special event permitting and review process.

With Council's stated goals of: (1) supporting representative and diverse community event programming within the Town, and (2) supporting local nonprofit organizations, Council directed staff to develop a more comprehensive and consistent donation program that would better achieve these objectives.

During the January 13, 2026 work session, staff briefed the Town Council on a proposed Community Donation Policy that consolidates and replaces the existing De Minimis (small) Donation Policy and the Community Cultural Festivals Donation Policy. In a follow-up to that discussion, during the February 10, 2026 work session, staff reviewed several test donation scenarios utilizing the Evaluation Matrix included in the proposed policy. As a result of these discussions, staff provided updates to the proposed policy during the March 10, 2026 work session, adding language under Section V to address allocation by request size and updating language under Section VII refining community benefit under the evaluation matrix. These changes have been incorporated into the proposed policy for council's consideration and adoption.

FY 2027 Implementation Plan

The proposed policy includes an annual application period that coincides with the town's annual budget process. Due to the timing of this policy consideration occurring toward the end of that process this year, staff has prepared a program rollout timeline that would occur beginning at adoption of the policy, with disbursements occurring in July 2026 utilizing FY 2027 allocated funding. This timeline will only apply to first year program rollout; FY 2028 and future years will follow the timeline included in the policy.

- March 25 - April 26, 2026: Program Rollout (press release, website, digital media, reach out to organizations, etc.)
- April 27 - May 8, 2026: Application Period Open (continued digital media push)
- May 18 - May 29, 2026: Staff review & evaluation
- June 1 - June 12, 2026: Town Manager reviews & approves
- June 13 - July 15, 2026: applicants notified, awards issued (announcement of awardees - press release, digital media)

Timing Impact:

Considering and adopting the comprehensive Community Donation Policy early in the calendar year will support Town Council in allocating and appropriating donation funding as part of the FY 2027 budget process. Upon adoption, the policy would take effect immediately, with staff preparing to launch the program in late spring using funds appropriated in the FY 2027 budget. Funding levels for the program remain at the discretion of Town Council.

Establishing Council direction on community donations at this time will also allow staff to provide clear and consistent guidance to organizations currently receiving Town support, particularly for events planned for late 2026 and 2027. Many community organizations begin planning large-scale events a year or more in advance, and early

policy direction will support effective planning and coordination.

Strategic Focus Area:

Strong Fiscal Stewardship

Good Governance

Thriving Community

Fiscal Impact:

Donations are discretionary and subject to Town Council approval through the annual budget process. Any funding designated for community donations will be allocated and appropriated by Town Council as part of that process. Distribution of approved funds will be administered in accordance with the Town Council–adopted Community Donation Policy and applicable administrative guidelines.

Legal Impact:

In accordance with the Code of Virginia Section 15.2-953, localities may appropriate funds to any charitable or non-profit organization if the organization provides services to the residents of the locality and if such organizations are not controlled in whole or in part by any church or sectarian society.

Staff Recommendation/Next Steps:

Recommend approval as presented.

Attachments:

1. Resolution (proposed)
2. Policy Statement

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to adopt Town of Herndon Community Donation Program Policy Statement.

The Town Council for the Town of Herndon, Virginia desires to (1) support local nonprofit organizations providing services and programming to the Herndon Community and (2) encourage representative and diverse community event programming within the Town. This policy statement establishes the Community Donation Program and provides the necessary framework to achieve these stated goals in guiding the review and distribution of community donations by the Town of Herndon.

In accordance with the Code of Virginia Section 15.2-953, localities may appropriate funds to any charitable or non-profit organization if the organization provides services to the residents of the locality and if such organizations are not controlled in whole or in part by any church or sectarian society.

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

1. The Community Donation Program Policy, dated March 24, 2026, is hereby adopted.
2. Resolutions 25-G-36, Community Cultural Festivals Donation Policy (as amended) and 25-G-41, De Minimus (small) Donation Policy are repealed effective June 30, 2026.
3. This policy is effective July 1, 2026.
4. Staff is directed to begin accepting applications upon adoption of this policy.

**Town of Herndon
Community Donation Program
Policy Statement**

March 24, 2026

I. Purpose

The purpose of this policy is to establish a fair, transparent, and consistent process for providing Town donations to qualified community-based nonprofit or not-for-profit organizations that deliver programs, events, and services which advance the Town's strategic priorities and enhance the quality of life in Herndon.

This policy consolidates and replaces all prior donation programs, including the Community Cultural Festivals Donation Policy (as amended, 25-G-36) and the Small (De Minimis) Donation Policy (25-G-41), creating one unified structure for annual community donations administered by Town staff under guidelines set by Town Council.

Donations and Town support are discretionary and subject to funding availability and operational capacity.

II. Policy Objectives

1. Equity and Transparency: Ensure equal opportunity for qualified organizations to apply for Town donations through a clear, time-bound, and publicly announced process.
2. Strategic Alignment: Direct Town resources toward programs that reflect the Town's strategic priorities.
3. Operational Efficiency: Empower Town staff to administer the program objectively, without requiring case-by-case Town Council action.
4. Accountability: Provide clear evaluation criteria and consistent reporting requirements.

III. Program Structure

1. Program Administration: The program is administered by Town staff under the direction of the Town Manager.
2. Town Council Role: Confirms program framework and evaluation matrix, as well as annual funding allocation through the annual budget adoption process. Town Council does not review or approve individual applications.

3. State Code Authority: In accordance with the Code of Virginia Section 15.2-953, localities may appropriate funds to any charitable or non-profit organization if the organization provides services to the residents of the locality and if such organizations are not controlled in whole or in part by any church or sectarian society.

IV. Donation Categories

1. Community Donation
 - a. To support qualified community-based nonprofit or not-for-profit organizations providing community-based programs, events, educational initiatives, or services that align with the Town's strategic plan.
 - b. Maximum annual funding and application requirements:
 - i. Eligible organizations may submit only one application per fiscal year. An eligible organization may request funding for multiple programs, services, events, or initiatives within a single application.
 - ii. Maximum donation of up to \$50,000 per organization per fiscal year, regardless of the number of programs, services, or events included in the application.
 - iii. Applications submitted by the same organization in excess of this limit, or outside of the single-application requirement, will not be considered.
 - c. Town Facilities and Services (Cost Recovery; Subject to Availability): Town facilities and Town-provided services, including but not limited to Police, Public Works, Parks, or other operational support, are not guaranteed and are subject to staff availability, operational capacity, and approval through applicable Town processes. Organizations requesting the use of Town facilities or Town-provided services in support of an event, program, or activity must include the full cost of such facilities and services in the project budget and donation request submitted with the application. Approved donation awards may be used to pay for eligible Town facility use fees and Town-provided services on a cost-recovery basis. The Town does not waive facility fees or donate services under this policy. Town services are not donated, not waived, and not guaranteed.
 - d. Donation awards will not exceed 75% of the organization's annual revenue, based on the organization's most recently completed fiscal year financial statements, and inclusive of the value of any Town facilities or services funded through the donation award.
 - e. Donation requests under this category are evaluated using the Community Donation Evaluation Matrix.
 - f. Awards are discretionary and subject to available funding; submission of an application does not guarantee funding.

- g. Awardees are required to submit an annual summary describing fund use and program outcomes of previous year donations.
- 2. De Minimis (Small) Donations
 - a. To provide small discretionary contributions to non-profit and not-for-profit organizations.
 - b. De Minimis Donations are defined as a donation of cash, services, or items with a value per donation of less than \$250.
 - c. Approval of small donation requests are determined by the Town Manager.
 - 3. Facility Use Fees
 - a. The Town Manager is authorized to waive Town facility use fees for federal, state, and local elected representatives and other governmental entities when hosting official constituent of public meetings in or on Town-owned properties. The Town does not promote or advocate political or religious events or activities. This provision does not apply to nonprofit or community organizations requesting support under the Community Donation Program.
 - b. For all other qualified, community-based nonprofit or not-for profit organizations, donation requests made under the Community Donation program may be used to pay for facility use fees for events or activities held on Town-owned property.
 - c. Use of Town property and facilities for events funded through this program remains subject to the Town's Special Events Guidelines and Special Event Permit requirements.

V. Funding and Eligibility

- 1. Annual Funding: Council appropriates a total funding amount each fiscal year during budget adoption. Once funds are exhausted, no additional awards are made with the fiscal year.
- 2. Allocation by Request Size: To promote equitable access to town funding for organizations of varying sizes and capacity, the annual Community Donation appropriation shall be allocated as follows:
 - a. Up to twenty-five percent (25%) of the total annual appropriation for Community Donations shall be reserved for eligible organization requesting \$2,500 or less.
 - b. The remaining seventy-five percent (75%) of the annual appropriation for Community Donations shall be available for eligible organizations requesting more than \$2,500 and up to the maximum allowable request amount.

- c. All applications, regardless of request size, will be evaluated using the Community Donation Evaluation Matrix.
 - d. If sufficient qualified applications are not received within either funding range, the Town Manager may reallocate funds between ranges to maximize community benefit and ensure full and effective use of available resources.
3. Eligible Applicants: Nonprofit or not-for-profit organizations 501(c)(3), 501(c)(4), or 501(c)(6) in good legal standing, based in Virginia with address of record on file with SCC, established for a minimum of two years, providing services, programs, events, or activities that benefit the residents of the Town of Herndon. Individuals and businesses are not eligible for funding through this program. Monies will not be remitted to individuals, business entities, or announced candidates for political office. The Town does not promote or advocate political or religious events.

VI. Application and Review Process

1. Community Donation Program

During the annual open application period, organizations will submit a Community Donation Request Application. See timeline below. (Events subject to the Special Events Guidelines may also be evaluated using criteria outlined in the Special Event Rating Scale for operational and designation purposes.)

These deadlines apply to all categories of donation requests of \$250 or more in value.

Step	Timeline	Responsible Party	Description
Application Period	January 1 – February 15	Applicant	Organizations submit applications with required documentation (event/program/service description, proposed budget, anticipated impact).
Staff Review & Evaluation	March 1 – May 1	Community Donation Evaluation Committee	Committee reviews and scores applications using the Council-approved evaluation matrix.
Award Determination	May 2 – June 1	Town Manager	Town Manager reviews staff recommendations and approves final awards.
Award Notification	July 1	Finance Department	Applicants notified of results; award agreements issued.

The Community Donation Evaluation Committee consists of three Town staff members appointed by the Town Manager. Committee members with a conflict of interest shall recuse themselves from scoring or discussion of the affected application.

Applications that do not include required documentation, including a complete and itemized budget accounting for Town facility and service costs where applicable, may be deemed incomplete and not eligible for funding.

2. De Minimus (Small) Donation

Organizations may request a Small Donation (value of less than \$250) from the Town throughout the year; these requests are not limited to the open application period for donations of \$250 or more.

Organizations may request a Small Donation by submitting the request to the Town Manager’s Office and/or their designee. The Town Manager will review and either approve or deny small donation requests. The decision of the Town Manager is final.

Funding for small donations is included as part of the donation allocation made by Town Council during the annual budget process. Donation requests under this program are subject to funding availability, and on a first-come first-served basis.

VII. Evaluation Criteria Matrix

All applications for the Community Donation Program are evaluated using the following matrix:

Community Donation Evaluation Matrix

Category	Weight	Evaluation Factors	Scoring Guidance (1–5)
Community Benefit	30%	The extent to which the proposed event, program, or service is accessible to Herndon residents and promotes community participation, civic engagement, cultural celebration, education, or enrichment.	<p>1 (Limited): Restricted or primarily limited to a specific membership group, organization, neighborhood, or invitation-only audience. Participation is limited or access barriers exist. Limited outreach to broader Herndon community.</p> <p>3 (Moderate): Open to the public and includes outreach to Herndon community. Participation from multiple groups or neighborhoods within the town, but primary audience is relatively targeted or the scale of the engagement is moderate.</p> <p>5 (Strong): Free or broadly accessible to the public, intentionally designed to reach a wide cross-section of Herndon residents. Includes clear outreach strategies to reach multiple community groups. Initiative promotes community interaction, civic engagement, or cultural exchange; demonstrates strong potential for community participation.</p>

Category	Weight	Evaluation Factors	Scoring Guidance (1–5)
Alignment with Town Strategic Priorities & Brand	10%	Demonstrates direct alignment with one or more focus areas of the Town’s Strategic Plan. Reinforces the Town’s “Live Differently” brand.	<p>1 (Weak): Does not reference specific Town Strategic Plan focus areas or the “Live Differently” brand.</p> <p>3 (Moderate): Cites at least one strategic focus area and includes the Town brand in promotional materials.</p> <p>5 (Strong): Provides a detailed plan showing how it directly implements two or more Town strategic goals and uses the town brand as a central theme.</p>
Financial Soundness & Sustainability	15%	Financial health, realism of proposed budget, leveraged funding sources, and ability to sustain the initiative beyond Town support.	<p>1 (High Reliance): Town funding accounts for 75% or more of the total initiative budget.</p> <p>3 (Balanced): Town funding accounts for 40%–60% of the initiative budget, with at least one other committed funding source (e.g., grants, sponsorships).</p> <p>5 (Sustainable): Town funding is less than 25% of the initiative budget, and a multi-year financial plan identifies secured funding for future years.</p>
Organizational Capacity	10%	The organization’s ability to successfully plan and deliver the proposed initiative, based on experience, staff/volunteer capacity, and partnerships.	<p>1 (Minimal): Organization has less than two years of experience with similar initiatives and no documented partnerships.</p> <p>3 (Moderate): Organization has successfully completed at least two similar initiatives and has one or more active partners.</p> <p>5 (Proven): Organization has 5+ years of experience, a dedicated project lead, and formal written agreements with multiple community partners.</p>
Community Reach & Impact	15%	Anticipated reach within the Town of Herndon and regional visibility. For events: expected attendance. For programs/services: measurable participation or outcomes.	<p>1 (Small Group): Expected attendance for events or program participation is less than 50 people.</p> <p>3 (Moderate): Expected attendance for events or program participation is 50–500 people, with documented outreach to at least two different community demographics.</p> <p>5 (Strong): Expected event attendance or program participation exceeds 500 people or serves a regional audience with specific, measurable KPIs for impact.</p>

Category	Weight	Evaluation Factors	Scoring Guidance (1–5)
Economic Impact	20%	For events or initiatives that attract visitors or promote local business engagement.	<p>1 (Minimal): No plan for local vendor/business involvement or visitor attraction.</p> <p>3 (Moderate): Includes at least two local Herndon businesses as vendors or partners.</p> <p>5 (Clear Benefit): Documented plan to attract out-of-town visitors (e.g., hotel stays) and uses at least five local vendors/businesses.</p>

VIII. Post-Award Requirements

Awardees must sign an agreement, use funds as stated, and submit a report within 60 days of project completion including attendance, outcomes, and financial summary.

IX. Prohibited Contributions and Repayment of Funds

1. The Town shall not waive facility use fees or donate Town services, personnel time, or resources as part of the Community Donation Program. Town facilities, staff support, and operational services (including Police, Public Works, Parks, or other departments) shall be provided on a cost-recovery basis only.

Donation funds awarded under this policy may be used, if approved, to pay for eligible Town facility use fees and Town-provided services identified in the applicant’s approved donation request and budget.

Funds shall not be remitted to individuals, for-profit businesses, or announced candidates for political office. The Town does not promote or advocate political or religious events or activities.

2. Donation funds awarded under this policy must be used for the purposes, programs, services, or events identified in the approved application and agreement.

If an organization fails to initiate, complete, or substantially carry out the approved program, service, or event; materially deviates from the approved use of funds without prior written approval from the Town; or otherwise uses the funds in a manner inconsistent with the approved application or agreement, the Town may require repayment of all or a portion of the donated funds.

The Town Manager shall determine whether repayment is required and the amount of repayment, based on the circumstances and documentation provided. Failure to repay funds as required may result in ineligibility for future Town donations and other remedies available to the Town.

X. Policy Amendments

The Town Manager is authorized to make non-substantive administrative updates and revisions to this policy and set administrative fees, as appropriate.

XI. Effective Date

This policy is effective upon date of adoption and replaces the Community Cultural Festivals Donation Policy as amended (Resolution 25-G-36) and the De Minimis (Small) Donation Policy (Resolution 25-G-41).

Agenda Item: Resolution 26-G-18 to express appreciation and accept a generous donation from the Friends of Runnymede Park for a water fountain at Runnymede Park

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Bob Williams, Parks and Recreation Director

Description:

This is a request to adopt a resolution to accept a donation from the Friends of Runnymede Park for a water fountain at Runnymede Park. Through a donation by the Friends of Runnymede Park, a new water fountain with bottle filler, ADA fountain arm, pet bowl, and hose bib will be installed at Runnymede Park.

Background/Timing Impact:

The Friends of Runnymede Park approached Herndon Parks and Recreation about installing a water fountain at Runnymede Park to replace the existing one for the health, safety and convenience of park users. Staff reviewed the request and moved forward with the established approval processes.

Timing Impact:

A quote for the water fountain was obtained from a current vendor. Upon sharing this cost with the Friends of Runnymede Park, they agreed to financially support this project, and submitted a letter of intent, aligned with established policy. The Department of Public Works will be conducting the installation of the unit. The installation should occur in the spring.

Strategic Focus Area:

Thriving Community
Secure and Interconnected Community

Fiscal Impact:

The Friends of Runnymede Park has committed to donating \$11,288.80 to the Town of Herndon to support the installation of a water fountain near the main parking lot at Runnymede Park, replacing the existing unit.

Legal Impact:

Under Code of Virginia § 15.2-1108, the Town is authorized to accept gifts and

donations related to its governmental powers and functions. This item is submitted in accordance with established policy requirements.

Staff Recommendation/Next Steps:

Staff recommends approval of the resolution.

Attachments:

1. Resolution (proposed)
2. FORP-water-fountain-donation-letter-of-intent

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to express appreciation and accept a generous donation from the Friends of Runnymede Park for a water fountain at Runnymede Park.

The Town of Herndon, Virginia, admires and respects the Friends of Runnymede Park, a remarkable organization, committed to its mission of serving the Herndon community. The town is grateful for its partnership with the Friends group and for the many programs it provides for our children and families. These key programs include various nature activities offered, including bird watching, a spring plant sale, and supporting Nature Fest.

On January 24, 2026, the Friends of Runnymede Park offered the town a generous donation in the amount of \$11,288.80 to use toward the installation of a water fountain at Runnymede Park.

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

1. The donation from the Friends of Runnymede Park in the amount of \$11,288.80 to be used for the installation of a water fountain at Runnymede Park is accepted by the Town of Herndon with much gratitude.
2. The Mayor and the Town Council of the Town of Herndon, Virginia, hereby express deep appreciation to the Friends of Runnymede Park for their generosity; their service to the community; and their support to enhance the quality of life for all who live, work and recreate in our community.

February 11, 2026

TOWN OF HERNDON, DEPARTMENT OF PARKS & RECREATION

Bob Williams, Director, 814 Ferndale Avenue, Herndon, VA 20170

Friends of Runnymede Park, a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, is pleased to announce a contribution in the amount of \$11,288.80 (eleven-thousand, two-hundred and eighty-eight dollars and 80/100 cents) to provide for a new water fountain in Runnymede Park. The new water fountain will replace the existing fountain which is located near the parking lot at the main entrance to the park. It will include a bottle filler, ADA compliant fountain, a dog bowl, a lockable hose bib for use in the Native Plant Garden that is adjacent to the existing fountain and will have a plaque noting the donation from Friends of Runnymede Park.

This donation is made in alignment with the Friends of Runnymede Park mission to protect, enhance, and preserve the Park's physical, natural, and cultural heritage as well as to assist with physical improvements.

Please note that this contribution is specifically designated for the replacement of the water fountain at Runnymede Park and is not to be used for any other purpose.

We ask that you retain this letter for your records and as confirmation of this contribution for tax purposes.

Thank you for your support in furthering our mission.

Sincerely,

Jessica Schelling, President, Friends of Runnymede Park

Walter Hadlock, Treasurer, Friends of Runnymede Park

Agenda Item: Resolution 26-G-19 to award contract IFB #26-03, Legal Advertisement Services

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

Resolution to approve Legal Advertisement services.

Background/Timing Impact:

The Code of Virginia §8.01-324 mandates which newspapers may be used for legal notices and publications. Legal advertisements for the Town of Herndon must be published in a newspaper that meets the requirements listed in the referenced state code section.

The Invitation for Bid (IFB) was posted on the Town of Herndon website and eVA Commonwealth of Virginia procurement website on January 5, 2026 to obtain the services of a qualified publication specializing in publishing legal notices in general circulation newspapers in the Town of Herndon. Two seal bids were received and were opened on the due date of February 5, 2026. The Fairfax County Times was found to be the responsive and responsible bid.

The term of the proposed contract is one (1) year from the date of the award of the contract, with four (4) one-year renewal options. An affidavit was provided by The Fairfax County Times showing that the newspaper met criteria listed in the Code of Virginia §8.01-324.

Strategic Focus Area:

Strong Fiscal Stewardship
Good Governance

Fiscal Impact:

Actual costs will depend on the volume of legal advertisements for the fiscal year. Funds are allocated annually within the Town Clerk's departmental budget.

Legal Impact:

Code of Virginia §8.01-324 outlines the legal advertisement process for localities.

Staff Recommendation/Next Steps:

Recommend approval as presented.

Attachments:

1. Resolution (proposed)
2. IFB #26-03

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to award Contract IFB #26-03, Legal Advertisement Services.

Code of Virginia §8.01-324 mandates which newspapers may be used for legal notices and publications. The Invitation for Bid (IFB) was posted on the Town of Herndon's website and eVA Commonwealth of Virginia procurement website on January 5, 2026, to obtain the services of a qualified publication specializing in publishing legal notices in general circulation newspapers in the Town of Herndon. Two bids were received by the deadline of February 5, 2026. One bid was responsive and responsible, as follows:

Offeror:

The Fairfax County Times

Cost:

\$3.55 per inch

The Fairfax County Times provided an affidavit showing that the newspaper met criteria pursuant to §8.01-324.B of the Code of Virginia. It is staff's recommendation to award the contract to the responsive and responsible bidder.

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

1. The contract for IFB #26-03 is hereby awarded to The Fairfax County Times, for the Town's legal advertising services, at \$3.55 per inch.
2. The contract has a one-year (1) term commencing on the date that the contract is fully executed, with four (4) one-year optional renewals.

INVITATION FOR BID
IFB 26-03
LEGAL ADVERTISEMENT SERVICES



Town of Herndon
777 Lynn Street
Herndon, VA 20170

RELEASE DATE: January 5, 2026

DEADLINE FOR QUESTIONS: January 20, 2026, 10:00 am

RESPONSE DEADLINE: February 5, 2026, 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
INVITATION FOR BID
Legal Advertisement Services

1. ADVERTISEMENT FOR BID.....	03
2. INTRODUCTION.....	05
3. INSTRUCTIONS TO BIDDERS	06
4. CONTRACT REQUIREMENTS.....	11
5. GENERAL CONDITIONS.....	12
6. VENDOR QUESTIONNAIRE	37
7. BID FORM	40

1. ADVERTISEMENT FOR BID

Office of the Town Clerk
Town of Herndon

ADVERTISEMENT FOR BID
Legal Advertisement Services
Contract No. IFB 26-03

Sealed bids are hereby solicited for Legal Advertisement Services located in Herndon, Virginia.

The Town of Herndon (herein referred to as "Town") is soliciting bids for publication of all legal advertisements and notices for the Town of Herndon. The advertising will consist of, but is not limited to, Town Council meetings, all public bodies' meetings, all meetings of the local planning commission, proposed amendment of the zoning ordinance, advertisements and notices for events, public meetings, etc. in accordance with the specifications contained herein. The Town Clerk advertised approximately 117 legal advertisements and 42 notices last year, but this number does not include posting from other Town departments

This is a multi-year contract commencing upon the execution of the contract for one year with four (4) twelve-month renewal options.

Bids are to be submitted through the procurement portal at <https://procurement.opengov.com/portal/herndon-va>, no later than 11:00 am prevailing local time, Thursday, February 5, 2026. Bids received after that time, will not be accepted. Bids will be opened publicly and read aloud at 11:05 a.m., on February 5, 2026, in the Herndon Municipal Center, 2nd Floor Conference Room located at 777 Lynn Street, Herndon, Virginia 20170.

Bidding Documents may be obtained commencing Monday, January 5, 2026 through the procurement portal.

All questions concerning the project shall be submitted through the procurement portal at <https://procurement.opengov.com/portal/herndon-va>. The procurement portal is the only point where information will be disseminated. All questions must be submitted through the procurement portal no later than 10:00 a.m. on Tuesday, January 20, 2026.

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 p.m. on Wednesday, January 21, 2026. The Town will post the results of this bid opening and award information on its Procurement Portal at <https://procurement.opengov.com/portal/herndon-va> prior to the official bid award.

All times listed in this IFB are Eastern Standard Time.

TOWN OF HERNDON - ELECTRONICALLY BID SUBMISSION INSTRUCTIONS

Bids shall be submitted electronically via the Town of Herndon's eProcurement Portal (OpenGov). Sign up for FREE to become a registered vendor with the Town of Herndon and receive notifications of upcoming

opportunities! To register your business as a vendor to the Town of Herndon, look for the green button that says "Subscribe". NOTE: if you subscribe to the Town of Herndon as a vendor and you DO NOT designate a purchasing category, you will be notified about EVERY open bid opportunity.

To log in or to register your company (for free) so that you receive notifications of the Town's solicitations, go to the Town's eProcurement Portal on the registration form, enter the required information. Please remember to **add your category codes** for the type of work/services that you perform. Select all that apply or are similar in nature. Solicitations also are advertised on the Commonwealth of Virginia's eVA Procurement Portal, where they may be downloaded and viewed in their entirety. **Do not attempt to submit a bid via eVA as we use eVA for advertising only.**

The Town of Herndon reserves the right to reject any and all bids, to waive informalities and irregularities in bidding, and to accept bids which are considered to be in the best interest of the town.

TOWN OF HERNDON
Purchasing Division

2. INTRODUCTION

2.1. [Summary](#)

The intent of this Invitation for Bid (IFB) is to solicit bids for publication of all legal advertisements and notices for the Town of Herndon. The advertising will consist of, but is not limited to, Town Council meetings, all public bodies' meetings, all meetings of the local planning commission, proposed amendment of the zoning ordinance, advertisements and notices for events, public meetings, etc. in accordance with the specifications contained herein. The Town Clerk advertised approximately 117 legal advertisements and 42 notices last year, but this number does not include posting from other Town departments.

2.2. [Background](#)

The Town of Herndon is the third largest town in the Commonwealth of Virginia and home to more than 24,500 residents. Amidst a 21st century Northern Virginia landscape of high-rise buildings, industrial complexes and transportation hubs, Herndon maintains a small-town charm that is evident in its downtown, its neighborhoods and its commercial areas. Whether you are visiting for pleasure or business, you will enjoy the small-town charm of this pre-Civil War town and the many attractions we offer. Packed with outstanding recreational activities, the award-winning [Herndon Community Center](#) offers many programs and events. Enjoy the town's 11 parks or take a hike on the W&OD Trail that runs through the heart of downtown Herndon. Or spend a day on the links at the [Herndon Centennial Golf Course](#), named one of *Golf Digest's* "Places to Play."

2.3. [Contact Information](#)

Andrea Lourenco

Purchasing Agent

777 Lynn Street,

Herndon, VA 20170

Email: andrea.lourenco@herndon-va.gov

Phone: (703) 435-6800 Ext: 2048

Department:

Office of Town Clerk

Department Head:

Amanda Kertz

Town Clerk

3. INSTRUCTIONS TO BIDDERS

3.1. Contract Period

The initial term of this contract is for one year commencing upon the date that the contract is fully executed. The contract has four (4) one-year optional renewals. Automatic renewals are not permitted.

3.2. Bidders Responsibility

Bidders shall examine the scope of services, terms and conditions and locations of this Invitation for Bid 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 Bidder to fulfill in every detail the requirements of this Invitation for Bid, or is acceptable as a basis for any claims whatsoever for extra compensation.

3.3. Competition Intended

It is the Town's intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidder'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 IFB to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the date set for acceptance of bids.

3.4. Submission of Bids and Bids Opening

- A. Bids will be received no later than 11:00 a.m., Thursday, February 5, 2026, and will be opened and read at the times and places set forth in the Advertisement for Bid. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. The Town will not accept bids that are presented after the published time and date of acceptance. The Town does not accept liability for late or non-receipt of bids.
- C. The Bidder will complete their electronic submission via OpenGov by answering the questions listed in Section 6 – Vendor Questionnaire.
- D. In Section 6 - Vendor Questionnaire - the Bidder **must answer and upload** the requested documents, each with a wet ink in signature, to ensure the authenticity of the submission.
- E. Modification/Withdrawal of Bids:
 1. A bidder for a Town contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in compilation of a bid, which unintentional

arithmetic error or unintentional omission is clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid requested for withdrawal.

2. The bidder shall give notice in writing of his claim of right to modify or withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.
3. A Bidder may not withdraw any bid under this paragraph when the result would award a contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

3.5. Award Criteria

- A. The Town reserves the right to accept or reject all or any part of bids, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Town. Further, the Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) to more than a single responsive and responsible bidder. Multiple contracts may also be awarded to the lowest responsive and responsible bidder for each required good, service or equipment. The unit price for each individual item on the Official Town Bid Form will be used to ascertain if multiple contract awards are in the best interest of the Town.
- B. In the event the Town makes multiple awards, The Town shall use the primary award winner, low bidder, first. Additional resources will be used in low to high bid order. Where the primary source cannot meet the response time requirements or additional resources are required, the next low bidder will be employed and so on.
- C. Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, the Town will allow a like preference to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. The Town will not consider a bid preference if the lowest bidder is a resident contractor of a state with an absolute preference.
- D. A low bid will be determined by using the firm fixed UNIT price bid submitted for each item, as shown on the Official Town Bid Form, that completely satisfies the specifications, terms and conditions of this invitation for bid. This firm fixed unit price offered shall be all inclusive, no additional costs will be allowed.
- E. Unless canceled or rejected, a responsive bid from the lowest responsible bidders shall be accepted as submitted, except that if the firm fixed price bids from the lowest responsive responsible bidders exceeds available funds, the Procurement Officer or designee may negotiate with the apparent low bidders to obtain a contract price within available funds.

3.6. Extension of Contract

The initial contract will have four one-year renewals associated with it for a maximum of five (5) consecutive years under the terms and conditions of the original contract. 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 CPI-All Urban Consumers (Current Series) section (CUURS35ASAS) of the Producer Price Index 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.

3.7. 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 bid 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.

3.8. 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 bids, all Bidders certify that their bids are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

3.9. [Debarment Status](#)

By submitting a Bid 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.

3.10. [Qualifications](#)

The Bidders shall provide the names, addresses, email 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 twelve (3) years.

- A. The Town will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the services into which he/she may have entered with the Town or with other public bodies or corporations; and, the Town expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, 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.
- B. The Town will make an investigation as to the ability of the bidder to perform the work. The Town of Herndon reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. The Town will not accept conditional bids.
- C. The Town reserves the right to inspect bidder's facility, prior to award, to satisfy questions regarding the bidder's capabilities.

3.11. [Projected Requirements/Estimated Quantities](#)

The quantities specified in this solicitation are estimated only and are given for the information of bidders and for the purpose of bid 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.

3.12. [Prices and Price Adjustment](#)

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.

The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment. (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (appropriate bureau of Labor Statistics, Consumer Price Index (CPI), change in manufacturer's price, etc.)

3.13. Vendor Capabilities/Inspections

Upon request, any bidder may be required to give evidence that the bidder 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 bidder'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 bid.

3.14. 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.

3.15. 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. CONTRACT REQUIREMENTS

Special Terms and Conditions

4.1. CONTRACT REQUIREMENTS

The Contractor shall:

- A. Display “Town of Herndon, Virginia – Notice of Public Hearing” on all advertisements and, as needed, display the Town of Herndon logo.
- B. Provide to Town affidavit filed from the Circuit Court showing the newspaper has met criteria in §8.01-324 of the Code of Virginia.
- C. Ensure adequate time for review and approval confirmation by Town and to provide to the Town **proof sheets** within 24 hours of posting legal ad being placed.
- D. Provide to Town price sheet confirming legal ad.
- E. Provide to Town newspaper layout of legal ads appearing in paper.
- F. Provide Contractor to provide financial records to show newspapers commitment and secure status
- G. Provide a minimum of three (3) weeks notification to the Town, if the Contractor anticipates closing or discontinuing operation, to allow the Town opportunity to find another newspaper to accommodate legal notifications of public hearings without lapse of time or public hearings being cancelled.
- H. Contractor to deliver newspapers at the following locations, includes properly replaced and disposed of each week:
 - 1. Herndon Municipal Building, 777 Lynn Street, Herndon
 - 2. Herndon Community Center, 814 Ferndale Avenue, Herndon
 - 3. Herndon Harbor House, 873 Grace Street #200, Herndon

5. GENERAL 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.

5.1. 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 order 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.

5.2. DEFINITIONS

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the Town.

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.

BID: The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

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.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the Town.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

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.

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.

PROFESSIONAL: Any type of professional service which is either: 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.

PROCUREMENT OFFICIAL: The Procurement Official employed by the Town Council of the Town of Herndon.

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.

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.

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.

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.

SOLICITATION: The process of notifying prospective Bidders that the Town wishes to receive bids 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.

STATE: Commonwealth of Virginia.

5.3. 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 the Town of Herndon's website.

5.4. SUBMISSION OF BIDS AND BID OPENING

- A. Bids will be received no later than Thursday, February 5, 2026, 11:00 am and will be opened and read at the times and places set forth in the Advertisement for Bid. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. The Town will not accept bids that are presented after the published time and date of acceptance. The Town does not accept liability for late or non-receipt of bids.
- C. The Bidder will complete their electronic submission via OpenGov by answering the questions listed in Section 6 – Vendor Questionnaire. In section 6, the Bidder **must answer and upload** the required documents, each with a wet ink in signature, to ensure the authenticity of the submission.

5.5. PREPARATION AND SUBMITTAL OF FORM OF BID

- A. Bids shall be submitted through the procurement portal and shall be complete in every respect.
- B. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral, telegraphic or telephonic bids or modifications will be considered.
- C. Bids shall be submitted through the procurement portal no later than Thursday, February 5, 2026 at 11:00 am

5.6. MODIFICATION OR WITHDRAWAL OF BID

- A. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn in the procurement portal. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.
- B. A Bidder for a public construction Contract, other than a Contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a Bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an

unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing to the Procurement Official of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- C. A Bidder for a Contract other than for public construction may request withdrawal of his or her bid under the following circumstance:
 - 1. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Procurement Official, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Town may exercise its right of collection.
- D. No bid may be withdrawn under this paragraph when the result would be the awarding of the Contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- E. If a bid is withdrawn under this section, the lowest remaining bid shall be deemed to be the low bid.
- F. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- G. If the Town denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the Bidder in writing stating the reasons for its decision and award the Contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.
- H. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

5.7. ERRORS IN BIDS

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

5.8. COMPLETENESS

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

5.9. ACCEPTANCE OF BIDS

Unless otherwise specified, all formal bids/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 bid may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

5.10. CONDITIONAL BIDS

Conditional bids are subject to rejection in whole or in part.

5.11. BIDS FOR ALL OR PART

Unless otherwise specified by the Procurement Official or by the Bidder, 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. A Bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the Bidder 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.

5.12. PRICING

The subsequent Contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial Contract. If the Town elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the Contract price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the commodities category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

5.13. BID OPENING

The Procurement Officer or designee will open all bids received in response to an Invitation for Bid (IFB) at the date, time and place specified, and read publicly.

5.14. 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 a Bidder 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 bids. If necessary, the Procurement Official will post a written addendum for clarification to all Bidders no later than three (3) days before the date

set for opening of bids. Notifications regarding specifications will not be considered if received within ten (10) days of the date set for opening of bids.

5.15. BIDDER INTERESTED IN MORE THAN ONE BID

The Procurement Officer or designee will reject multiple bids, if more than one bid 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 a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a bid directly for the work, materials or supplies.

5.16. TAX EXEMPTION

The Town is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Federal Excise Tax Exemption Number is **54-6001349**. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the Town at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction Contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

5.17. PROHIBITION AGAINST UNIFORM PRICING

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

5.18. DEBARMENT STATUS

By participating in this procurement, the vendor 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. Vendor 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.

5.19. NO CONTACT POLICY

No Bidder 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 bids. Any contact initiated by a Bidder with any Town representative, other than the Purchasing Department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder from this procurement process.

5.20. 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.

5.21. INSURANCE

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

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:
 - a. 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.
- A. 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.
- B. 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.

5.22. 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 bids. Inquiries, if received by the Procurement Official within ten (10) days of the date set for the opening of bids, 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

Bidders to review no later than three (3) days before the date set for receipt of bids. Oral answers will not be provided.

5.23. FORMAL SPECIFICATIONS

When a solicitation contains a specification which states no substitutes, no deviation there from, is permitted and the Bidder is required to furnish articles in conformity with that specification. The Bidder 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.

5.24. AWARD OR REJECTION OF BIDS

The Procurement Official shall award the Contract to the responsive and responsible Bidder with the highest total number of factor points complying with all provisions of the IFB, provided the bid 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 bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the Town. The Procurement Official also reserves the right to reject the bid of a Bidder deemed to be a non-responsible Bidder. In determining the responsibility of a Bidder, the following criteria will be considered: shall have recorded the reasons in the Contract file.

- A. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required;
- B. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- D. The quality of performance of previous Contracts or services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or services;
- F. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- G. The quality, availability and adaptability of the goods or services to the particular use required;
- H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- I. The number and scope of the conditions attached to the bid;

- J. Whether the Bidder is in arrears to the Town on debt or Contract or is a defaulter on surety to the Town or whether the Bidder's Town taxes or assessments are delinquent; and
- K. Such other information as may be secured by the Procurement Official having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of non-responsibility, the Procurement Official shall to notify that Bidder and shall have recorded the reasons in the Contract file.

5.25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS

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

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. This Invitation for Bid,
- B. Bid Form,
- C. Any addenda/amendments/Memoranda of Negotiations

5.26. TIE-BIDS

If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Procurement Official is authorized to award the Contract to the resident to the Town tie Bidder whose firm has its principal place of business in the Town, or if there are none, to the resident of Virginia tie Bidder, or if there are none, to one of the tie Bidders by drawing lots in public; or the Procurement Official may purchase the goods or services in the open market except that the price paid shall not exceed the lowest Contract bid price submitted for the same goods or services. The decision of the Town to make award to one or more such Bidders is final.

5.27. APPEAL OF DENIAL OF WITHDRAWAL OF BID

- A. A decision denying withdrawal of a bid submitted by a Bidder is final and conclusive unless the Bidder appeals the decision within the (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- B. If no bid bond was posted, a Bidder refused withdrawal of bid under the provisions of the Purchasing Regulations, prior to appealing, shall deliver to the Town a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. The release of such security will occur only upon a final determination that the Bidder was entitled to withdraw the bid.

- C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

5.28. APPEAL OF DETERMINATION OF NONRESPONSIBILITY

- A. Any Bidder who, despite being the apparent low Bidder, is determined not to be a responsible Bidder for a particular Town Contract shall be notified in writing by the Procurement Official. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- B. If, upon appeal, it is determined that the decision of the Procurement Official was arbitrary or capricious and the award for the particular Town Contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidders a responsible Bidder for the Town Contract in question. Where the award has been made and performance has begun, the Town may declare the Contract void upon a finding that this action is in the best interest of the public. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

5.29. 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.

5.30. LEGAL ACTION

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

5.31. 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.

5.32. 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.

5.33. 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.

5.34. 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.

5.35. 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.

5.36. 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.

5.37. 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 a Bidder/Offeror from the consequences of an

error in its bid/Offeror 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.

5.38. PRICE REDUCTION

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall become effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., that was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, is not considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will, within ten days of any general price reduction, notify the Procurement Official of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, the Procurement Official will duly notify all ordering offices.

The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Procurement Official within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include, with respect to each price reduction, (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Procurement Official was notified of any such reduction.

5.39. 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.

5.40. PRICING ERRORS

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

5.41. 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.

5.42. 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.

5.43. TOWN RIGHTS

The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the bidder with the lowest total price or most qualified and best suited Offeror to best serve the interest of the Town.

5.44. ANTI-TRUST

By entering into a contract, the Bidder/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.

Consistent and continued tie bidding could cause rejection of bids by the Procurement Officer or designee and/or investigation for Anti-Trust violations.

5.45. PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING

No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

5.46. 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.

5.47. MULTIPLE AWARDS

The Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) to more than a single responsive and responsible bidder.

5.48. ADDITIONS/DELETIONS

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.

5.49. GENERAL GUARANTY

Contractor agrees to:

- A. Save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner.
- B. Protect the Town against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town.
- E. Protect the Town from loss or damage to Town owned property while it is in the custody of the Contractor.

5.50. SERVICE CONTRACT GUARANTY

Contractor agrees to:

- A. Save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner.
- B. Protect the Town against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town.

- E. Protect the Town from loss or damage to the Town owned property while it is in the custody of the Contractor.

5.51. INDEMNIFICATION

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.

5.52. OFFICIALS NOT TO BENEFIT

- A. Each Bidder shall certify, upon signing a bid or 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 bid or 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 bid, 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 Bidder or Offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of Contract and becomes known after inception of a Contract, the Bidder or Offeror shall address the disclosure of such facts to the Town.

5.53. 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.

5.54. 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 via email 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

5.55. 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.

5.56. 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).

5.57. 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.

5.58. 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.

5.59. 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 bid 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 Bidder 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 Town check.

5.60. ANTI-DISCRIMINATION

By submitting their bids/proposals, Bidders/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 1 and 2 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 a, b and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.61. 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.

5.62. 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.

5.63. 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.

5.64. VALID CONTRACT

In order to validate any contract document entered into with the Town of Herndon, an authorized person as defined by the Town's Procurement Ordinance and Regulations shall execute it.

5.65. 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.

5.66. 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.

5.67. 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.

5.68. 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.

5.69. 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.

5.70. BID PRICE CURRENCY

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

5.71. 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.

5.72. 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.

5.73. 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 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.
- D. 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.

5.74. 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 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;
 3. 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;
 4. The Contractor has abandoned performance or been terminated for default on any other the Town project.

5.75. NEGOTIATION WITH LOWEST BIDDER

Unless all bids are cancelled or rejected, the Town reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the department's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds that were budgeted by the department for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications proposed for performance under the contract. The procurement agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the department wishes to negotiate a lower contract price. Both parties shall agree on the times, places, and manner of negotiating by the department and the lowest responsive, responsible bidder.

5.76. SUBCONTRACTS

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, bids on all solicitations issued by Town of Herndon will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

5.77. 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.

5.78. COPYRIGHT

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

5.79. 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.

5.80. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

Bidders are advised that all resultant Contracts will be extended, with the authorization of the Bidder to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and political subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, terms and conditions, issuance of the purchase order, contractual disputes, invoicing and payment. The Town acts only as the "Contracting Agent" for these jurisdictions and political subdivision. Failure to extend a Contract to any jurisdiction will have no effect on consideration of Contractors bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the Contract.

Each participating jurisdiction and political subdivision has the option of executing a separate Contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a Contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

The Town shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision to the awardee.

6. **VENDOR QUESTIONNAIRE**

6.1. Bidder's Representations*

By submitting this bid, bidder certifies, acknowledges, understands and agrees to be bound by the conditions set forth in the contents of the bid including the General Terms and Conditions.

Please confirm

*Response required

6.2. Primary Contact*

Please provide the following information for the main contact for all communication regarding this solicitation:

Name:

Title:

Phone Number:

Email Address:

*Response required

6.3. Secondary Contact - Optional

Please provide the following information for the main contact for all communication regarding this solicitation:

Name:

Title:

Phone Number:

Email Address:

6.4. Contractor Certification Form*

Please download the below document, complete, and upload.

- [Contractor Certification Fo...](#)

*Response required

6.5. References*

Please download the below document, complete, and upload.

Provide a minimum of three (3) references.

6.6. [State Corporation Commission *](#)

Please download the below document, complete, and upload.

- [State Corporation Commissio...](#)

*Response required

6.7. [Business, Professional and Occupational License*](#)

Please download the below documents, complete, and upload.

- [BUSINESS, PROFESSIONAL AND ...](#)

*Response required

6.8. [The Offeror agrees:*](#)

In accordance with the Code of Virginia §8.01-324, those newspapers used for legal notices and publications must meet the following criteria (Questions 9-13).

Please confirm

*Response required

6.9. [Have a bona fide list of paying subscribers?*](#)

Failure to comply with this requirement may serve as ample cause to reject the bid as non-responsive.

- Yes
 No

*Response required

6.10. [Have been published and circulated in printed form at least once a week for at least 50 of the preceding 52 weeks?*](#)

Failure to comply with this requirement may serve as ample cause to reject the bid as non-responsive.

- Yes
 No

*Response required

6.11. [Provide general news coverage of the area in which the notice is required to be published?*](#)

Failure to comply with this requirement may serve as ample cause to reject the bid as non-responsive.

- Yes
 No

*Response required

6.12. [Be printed in the English language?*](#)

Failure to comply with this requirement may serve as ample cause to reject the bid as non-responsive.

- Yes
- No

*Response required

6.13. [Have a periodicals mailing permit issued by the United States Postal Service \(USPS\). \[Those newspapers that do not have a periodicals mailing permit issued by the USPS may petition the circuit court pursuant to §8.01-324 of the Code of Virginia.\]*](#)

Failure to comply with this requirement may serve as ample cause to reject the bid as non-responsive.

- Yes
- No

*Response required

6.14. [Please upload one \(1\) copy of the affidavit filed in the Circuit Court of Fairfax County affirming that the newspaper continuously met the requirements and continues to meet all of the requirements of §8.01-324 of the Code of Virginia.*](#)

Failure to include documentation of the Bidder's qualifications as stated above may serve as ample cause to reject the bid as non-responsive.

*Response required

7. BID FORM

By sending this bid, the bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the contents of the bid including the General Terms and Conditions.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cost per inch	1	inch		
TOTAL					

Agenda Item: Resolution 26-G-20 to initiate consideration of Zoning Ordinance Text Amendment ZOTA #26-02 to amend Chapter 78 (ZONING) Section 78-80.4 (Standards for Specific Accessory Uses and Structures) to revise requirements for caretaker's or security guard's residence

Meeting Date: March 24, 2026

Category: Consent

Prepared by: David Stromberg, Zoning Administrator

Description:

This Zoning Ordinance Text Amendment (ZOTA) was submitted by Wire/Gill (Agent) on behalf of Extra Space Storage (Applicant). The Herndon Zoning Ordinance currently allows a caretaker or security residence as an accessory use in the CS, Commercial Service, O&LI, Office and Light Industrial, and some planned development zoning districts. Caretaker residences must comply with certain provisions, including a maximum size of 1,000 square feet for the residence. The applicant states that the modern market size for caretaker residences accessory to self-service storage facilities is greater than 1,000 square feet to allow for a second bedroom and second bathroom. The proposed change is to allow a caretaker residence greater than 1,000 square feet with the approval of a special exception.

Background/Timing Impact:

The applicant submitted this ZOTA application on February 12, 2026. This application is associated with Special Exception SE #25-02 to expand an existing self-service storage facility located at 250 Spring Street. This application must be approved prior to SE#25-02, in order for the applicant to request a larger living space for the caretaker.

Timing Impact:

If approved, this ZOTA will likely go before the April 27, 2026 Planning Commission public hearing.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

N/A

Legal Impact:

Adopting the initiating resolution will allow this item to be discussed at a public hearing of the Planning Commission followed by a public hearing of the Town Council.

Staff Recommendation/Next Steps:

Adopt the initiating resolution so staff can discuss this item and recommended language with the Planning Commission.

Attachments:

1. Resolution (proposed)
2. Applicant's Statement of Justification
3. Applicant's Proposed Language

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #26-02 to amend Chapter 78 (ZONING), Article VIII (Accessory Uses), Section 78-80.4 (Standards for Specific Accessory Uses and Structures by Use Type), and Article XVIII (Definitions), Section 78-180 (Definitions) to update the provisions regarding caretaker and security residences and to add a definition of caretaker and security residence.

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

1. The Town Council initiates an amendment to Chapter 78 (ZONING), Article VIII (Accessory Uses), Section 78-80.4 (Standards for Specific Accessory Uses and Structures by Use Type), and Article XVIII (Definitions), Section 78-180 (Definitions) to update the provisions regarding caretaker and security residences and to add a definition of caretaker and security residence.
2. The public necessity, convenience, general welfare, and good zoning practice, require the Town Council's consideration of this proposed amendment.
3. The amendment is referred to the Planning Commission for its consideration, public hearing, and recommendation in accordance with Va. Code §15.2-2285(B) and Town Code Sec. 78-155.2(d).

STATEMENT OF JUSTIFICATION
250 SPRING STREET EXTRA SPACE STORAGE
ZONING ORDINANCE TEXT AMENDMENT

February 12, 2026

I. Background

SE#25-02 “250 Spring Street Extra Space Storage” (“SE Application”) is currently under review by Town of Herndon staff. As part of the review of the SE Application, that applicant is requesting a caretaker’s living space as an Accessory use. The square footage of the caretaker’s living space is more than the 1,000 square feet permitted by the Zoning Ordinance, so at staff’s suggestion, the applicant is also requesting a Zoning Ordinance Text Amendment (“ZOTA” or “Application” or “Proposal”) to permit a larger caretaker living space.

II. Request

This ZOTA is filed by Ken Wire, attorney on behalf of Storage Development Herndon LLC, (the “Applicant”) as title owner of the property located at 250 Spring Street (the “Property” or the “Site”) also identified as Tax Map parcel 016-2 ((02)) 0182A1.

The Property is zoned O&LI (Office and Light Industrial District). Per Zoning Ordinance Table 78-80.2(c) “TABLE OF PERMITTED AND ALLOWED ACCESSORY USES & STRUCTURES”, “Caretaker or Security Guard's Residence” is a permitted use in the O&LI District, subject to use standards in section 78-80.4(h). The use standard in ZO section 78-80.4(h)(3) states, “Size limit. It shall not exceed 1,000 square feet in area.” This ZOTA requests the addition of a clause at the end of that section stating “...except as permitted by special exception.”

In our experience, in order to staff a caretaker or guard’s residence for a self-service storage use, the market often requires a residence space with more than 1,000 square feet. Typically this is to allow a second bedroom.

III. Standards for Zoning Ordinance Text Amendments

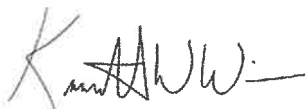
The town council may consider whether and to what extent the proposed amendment meets any of the following standards:

1. Comprehensive plan compliance. Consistent with the comprehensive plan.
 - a. **Applicant response:** *The Proposal will ensure that the proposed expansion in the accessory use is still in compliance with the Comprehensive Plan by requiring it to go through a special exception public review process if in excess of 1,000 square feet.*
2. Meets regulations. Free of conflict with any provision of this chapter, related town regulations, or any other applicable local, state, or federal laws and regulations.
 - a. **Applicant response:** *The Proposal is free of conflict with provisions of the Zoning Ordinance and other town regulations by requiring it to go through a special exception public review process if in excess of 1,000 square feet.*

3. Change in conditions. Changed conditions justify an amendment.
 - a. **Applicant response:** *In our experience, in order to staff a caretaker or guard's residence for a self-service storage use, the market often requires a residence space with more than 1,000 square feet. Typically this is to allow a second bedroom. The existing Zoning Ordinance's flat restriction to 1,000 square feet does not take into account this market condition.*
4. Demonstrated community need. Addresses a demonstrated community need.
 - a. **Applicant response:** *The community is in need of public storage space, which requires larger caretaker or guard residences than currently allowed.*
5. Consistent with purpose and intent of districts. Consistent with the purpose and intent of the zoning districts in this chapter, or will improve compatibility among uses and will ensure efficient development within the town.
 - a. **Applicant response:** *The Proposal will be consistent with the intent of the Zoning Districts, and the accessory use.*
6. Promotes orderly development. Results in a logical and orderly development pattern consistent with accepted or emerging planning practices.
 - a. **Applicant response:** *The Proposal will encourage the continued existence or potential expansion of self-storage uses in the town.*
7. Avoids adverse impacts. Avoids adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
 - a. **Applicant response:** *There are no adverse impacts associated with this proposal.*
8. Adequate facilities and utilities. Results in development that is adequately served by public facilities (roads, potable water and sewage, schools, parks, police, and fire and emergency medical facilities).
 - a. **Applicant response:** *Facilities impacts would be part of the review of any Special Exception, as proposed.*

For all of the aforementioned reasons, the Applicant respectfully requests that Staff and Planning Commission endorse, and the Town Council approve this Application.

Sincerely,



Ken Wire



Kenneth W. Wire
kwire@wiregill.com
703-677-3129

February 12, 2026

Bryce Perry, Deputy Director
Community Development Department
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

Re: 250 Spring Street Extra Space Storage Zoning Ordinance Text Amendment Redline

Please see below for a redline version of the relevant section of the proposed ZOTA, Zoning Ordinance section 78-80.4(h)(3).

Regards,

A handwritten signature in black ink, appearing to read 'Kenneth W. Wire', with a stylized flourish at the end.

Kenneth W. Wire

“(h) Caretaker's or security guard's residence. Caretakers' or security guards' residences are subject to compliance with the following standards:

- (1) One per principal use. Only one unit per principal use is allowed, and it shall be occupied by at least one person, who shall be an owner or employee of the business that is the principal use.
- (2) Located on premises. It shall be located on the same premises with the principal use.
- (3) Size limit. It shall not exceed 1,000 square feet in area, except as permitted by special exception.
- (4) Style. It shall be limited to one floor and constructed so that the exterior architectural style of the dwelling is consistent with the development style of the structure housing the principal use.”

Agenda Item: Resolution 26-G-21 to authorize the Town Manager to submit a Creative Communities Partnership Grant Application to the Virginia Commission for the Arts

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Bob Williams, Parks and Recreation Director

Description:

The Virginia Commission for the Arts (VCA) matches local government contributions up to \$4,500 for grants to independent arts organizations for arts activities in the locality through redistribution to nonprofit arts organizations. The Town of Herndon submits an application to VCA to support local arts organizations.

Background/Timing Impact:

The Virginia Commission for the Arts (VCA) offers matching grants of up to \$4,500 to local governments for distribution to independent arts organizations operating within their localities. To promote the program and solicit applications, press releases were distributed to local media outlets and nonprofit arts organizations located within the Town were notified. Four local arts organizations submitted applications.

A cross-departmental staff committee reviewed all submissions against established criteria, including: clearly defined artistic and programming goals; demonstrated community impact; emphasis on engaging underserved, under-resourced, and under-represented communities; and financial need for partnership assistance. Based on this review, the committee recommends submitting an application for the Creative Communities Partnership Grant application for Dark Horse Theatre Company in the amount of \$4,500.

This is a request to authorize the Town Manager to submit an application to the Creative Communities Partnership Grant program to VCA for a grant for Dark Horse Theatre Company.

Timing Impact:

The application deadline for the VCA grant is April 1, 2026.

Strategic Focus Area:

Secure and Interconnected Community
Thriving Community

Fiscal Impact:

The Partnership grant matches an equal expenditure of funds for arts activities given by the Town to any arts organizations. This is accomplished through the Town Council's approved budget allocation for arts programming. A local government that has not approved its budget by the grant deadline may apply conditionally and confirm the application as soon as the budget has been approved. The Town then receives the Creative Communities Partnership grant and redirects the funds to the arts organization(s).

Legal Impact:

Code of Virginia Section 23.1-3223 outlines the duties of the Virginia Commission for the Arts in the Commonwealth.

Staff Recommendation/Next Steps:

Staff recommends approval of the attached resolution, as proposed.

Attachments:

1. Resolution (proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to authorize the Town Manager to submit a Creative Communities Partnership Grant Application to the Virginia Commission for the Arts.

The Virginia Commission for the Arts provides grant monies to Virginia localities under the Creative Communities Partnership Grant for redistribution to nonprofit organizations for arts activities.

The funding for this program requires that the Town appropriate an equal or greater amount for arts activities in the community and recommends such funding be included in the proposed FY 2027 budget.

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

1. The Town of Herndon has solicited grant applications from local arts organizations operating within the town and recommends that a grant application in the amount of \$4,500 be submitted for the proposal provided by Dark Horse Theatre Company.
2. The Town Manager is authorized to submit a Creative Communities Partnership Grant Application to the Virginia Commission for the Arts.

Agenda Item: Resolution 26-G-22 to authorize the Mayor to sign a License Agreement with Reston Friends Meeting, also known as Herndon Friends Meeting, for a license for an existing historic marker and to permit the town to place a new historic marker on the property located at 660 Spring Street

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Lauri Sigler, Deputy Town Attorney, Angelina Jones, Lead Planner / Design and Development

Description:

The License Agreement establishes a license for the existing historic marker and permits the town to install a new historic marker adjacent to the existing one on the northwest corner of the property at 660 Spring Street owned by Reston Friends Meeting, also known as Herndon Friends Meeting. The members of Reston Friends Meeting have executed the License Agreement, a copy of which is attached to this item, for a term of one year with the license automatically continuing for one-year terms unless or until either party gives the other party thirty days' written notice of its intention to terminate. The new historic marker will be paid for and installed by the town and both markers will also be maintained by the town.

Background/Timing Impact:

The building located at 660 Spring Street, was built by the Fortnightly Club and Library Association of Herndon, Virginia, in approximately 1927, and later became an official branch of the Fairfax County public library system in 1972. Reston Friends Meeting, also known as Herndon Friends Meeting ("Friends Meeting") is the current owner of the building having purchased it in 1995 from the Herndon Fortnightly Club. There is an existing historic marker on the property relating to the original formation of the library that was previously installed by the town, although no formal license agreement was entered into. A few years ago, the town was approached by Friends Meeting to assist with the establishment of an additional historic marker on the property to document the history of segregation that existed within the Herndon Fortnightly Club and was prevalent in the Town of Herndon into the 1970s. Language for this marker was shared with the Herndon Diversity, Equity, and Inclusion Committee at the meeting on August 15, 2024.

This resolution authorizes the mayor to sign the License Agreement to permit the town to install the new historic marker on the property known as 660 Spring Street.

Strategic Focus Area:

Thriving Community

Fiscal Impact:

The cost of the historic marker will be paid out of the Department of Community Development's existing funds from the FY 2025 budget, and will be installed by town staff.

Legal Impact:

A license agreement with the property owner is necessary to give the town permission to install the new historic marker.

Staff Recommendation/Next Steps:

Staff recommends adoption of the resolution as proposed.

Attachments:

1. Resolution (proposed)
2. License Agreement (Proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to authorize the Mayor to sign a License Agreement with Reston Friends Meeting, also known as Herndon Friends Meeting, for a license for an existing historic marker and to permit the town to place a new historic marker on the property located at 660 Spring Street.

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

1. The License Agreement between the Town of Herndon and Reston Friends Meeting is approved.
2. The license agreement establishes a license for the existing historic marker and permits the town to install a new historic marker adjacent to the existing one on the northwest corner of the property at 660 Spring Street owned by Reston Friends Meeting, also known as Herndon Friends Meeting.
3. The mayor is authorized to sign and deliver this license agreement and any other instrument to evidence or support the license agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____ 2026, by and between MEG WALLACE, KATHERINE COLE, HARRY TUNIS, and CATHERINE WILKINS, TRUSTEES for RESTON FRIENDS MEETING, an unincorporated religious association, hereinafter called the "Owner" and the TOWN OF HERNDON, VIRGINIA, a municipal corporation, hereinafter called the "Town."

WHEREAS, Owner is the owner of certain property located at 660 Spring Street, Herndon, Virginia, more particularly described in Deed dated October 26, 1995, and recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia at Book 9546, page 392; hereinafter the "Property," and;

WHEREAS, the Town desires to establish a license for an existing marker on the northwest corner of the Property, and;

WHEREAS, the Town desires to place a new marker adjacent to the existing marker on the northwest corner of the Property denoting the history and place of the building known as Reston Friends Meeting in the Town of Herndon, and;

WHEREAS, Owner is desirous of cooperating with the Town for the purpose of licensing the existing marker and permitting the placement and display of a new historical marker for cultural purposes which relate to and enhance the municipal purpose of the Town in historic preservation.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration hereinafter stipulated, Owner hereby grants to the Town and Town accepts a license to install and maintain the above-mentioned marker on the Property, subject to the terms and conditions set forth below:

1. The existing marker is located in the northwest corner of the Property and is located within the green area shown on the attached Exhibit A, attached hereto and incorporated herein.

2. The Town shall place the new marker adjacent to the existing marker within the area shown as green containing approximately twelve square feet on the attached Exhibit A, attached hereto and incorporated herein.
3. The green area shown on Exhibit A shall be known as the Licensed Premises.
4. The term of this license shall be one year from the date first written above and shall automatically continue for one-year terms thereafter, unless either party shall give the other party thirty days' written notice of its intention to terminate this license.
5. The Town shall pay an annual license fee of one dollar (\$1.00) per year for the Licensed Premises, the first payment being due on the day first written above and succeeding payments being due on the first day of _____ of each succeeding year during the term of this license.
6. Prior to placing the new marker on Owner's property, the Town shall submit to Owner for its approval a plan for the installation of the marker. Such plan shall encompass, at a minimum: work schedule, method of construction, landscaping requirements, placement of the marker, and means and routes of access to the marker.
7. The new marker shall be constructed and both markers maintained in a safe and proper manner so as not to interfere with the Owner's use and enjoyment of the property.
8. The Town assumes all responsibility for maintenance of the Licensed Premises and the markers thereon and for the use thereof. The Town has inspected the property and accepts it in its present condition. The Owner makes no representations or warranties, express or implied, concerning the condition of the Licensed Premises, and shall have no responsibility for repairs or maintenance during the term of this license.
9. The Town assumes full responsibility for damages to its property arising out of the marker on the property. The Town will provide Owner with a certificate of insurance demonstrating the Town's liability coverage. Notwithstanding the provisions of this

clause, the Town shall not be liable for property damage or personal injuries caused solely by the negligence or willful misconduct of the Owner.

10. The Owners undersigned signatories represent that they have been appropriately authorized to enter into this license.

IN WITNESS WHEREOF, each of the signatories hereto has executed this license effective as of the day and year first written above.

[SIGNATURES TO BEGIN ON THE NEXT PAGE]

RESTON FRIENDS MEETING

By: Meg Wallace
Meg Wallace, Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this
2nd day of March, 2026 by Meg Wallace, Trustee for Reston Friends
Meeting.



Jennifer B Stokes
Notary Public
My Commission Expires: 8/31/27
Registration No. 7843447

RESTON FRIENDS MEETING

By: *Katherine Cole*
Katherine Cole, Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this
28th day of February, 2026 by Katherine Cole, Trustee for Reston Friends
Meeting.

GRACE PATRICIA BERENS
NOTARY PUBLIC
REGISTRATION # 7814013
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2027

Grace Patricia Berens
Notary Public
My Commission Expires: 08/31/2027
Registration No. 7814013

RESTON FRIENDS MEETING

By: *Harry Tunis*
Harry Tunis, Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this
2nd day of March, 2026 by Harry Tunis, Trustee for Reston Friends
Meeting.



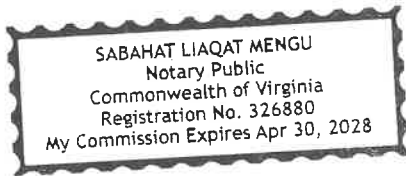
Jennifer B Stokes
Notary Public
My Commission Expires: 8/31/2027
Registration No. 784 3447

RESTON FRIENDS MEETING

By: C. -
Catherine Wilkins, Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this
3rd day of March, 2026 by Catherine Wilkins, Trustee for Reston
Friends Meeting.



Sabahat Mengui
Notary Public
My Commission Expires: 04-30-2028
Registration No. 326880

TOWN OF HERNDON, VIRGINIA

By: _____
Keven J. LeBlanc, Jr., Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this _____ day of
_____ 2026 by KEVEN J. LEBLANC, JR., Mayor of the Town of Herndon, a
Virginia municipal corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____
Registration No. _____

APPROVED AS TO FORM:

Lesa J. Yeatts Town Attorney

RESOLUTION – RESTON FRIENDS MEETING

WHEREAS the Reston Friends Meeting identifies Harry Tunis, Meg Wallace, Catherine Wilkins, and Katherine Cole as duly appointed Trustees for Reston Friends Meeting (“Board of Trustees”).

WHEREAS, the Town of Herndon, Virginia (“Town”) desires that the Board of Trustees approve a License Agreement for licensing the existing historic marker and the placement and display of a new historical marker. The Town has offered to pay Reston Friends Meeting the sum of \$1.00 annually for this use.

WHEREAS the members of the said Board of Trustees in a regular meeting assembled on the 14th day of December 2025 are of the opinion that the license desired by Town should be granted to Town for the consideration stated.

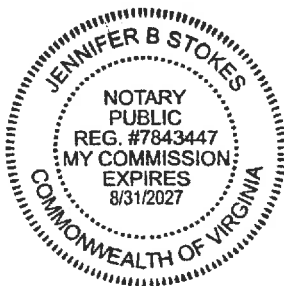
NOW THEREFORE, BE IT RESOLVED that the Board of Trustees are hereby authorized and directed to execute and deliver a License Agreement to the Town allowing the license to install and maintain the above-mentioned markers on the property owned by Reston Friends Meeting identified as 660 Spring Street in the Town of Herndon, and more particularly described on the License Agreement which is attached to this Resolution as a part hereof.

Name Meg Wallace
Secretary of Trustees

Name: Harry B Tunis
Clerk of Trustees

Commonwealth of Virginia
County of Fairfax

The foregoing instrument was subscribed to and sworn before me this 2nd day of March, 2026 by Meg Wallace, Secretary of Trustees.



Notary Public
My Commission Expires: 8/31/27
Registration number: 7843447

Agenda Item: Resolution 26-G-23 to appoint a member to the Pedestrian and Bicycle Advisory Committee

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request to appoint Kristen Jankowski to the Pedestrian and Bicycle Advisory Committee (PBAC) to fill an unexpired position ending December 31, 2026.

Background/Timing Impact:

Due to the resignation of a PBAC Member, a new appointment must be made to fill this unexpired term. PBAC terms run with the Town Council, and the term will expire on December 31, 2026.

Timing Impact:

Due to the 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:

N/A

Staff Recommendation/Next Steps:

Recommend approval of the resolution, as presented.

Attachments:

1. Resolution (proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to appoint a member to the Pedestrian and Bicycle Advisory Committee.

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

1. **Kristen Jankowski** is appointed as a member of the Pedestrian and Bicycle Advisory Committee (PBAC) to fill an unexpired term ending December 31, 2026.

Agenda Item: Resolution 26-G-24 to initiate Zoning Ordinance Text Amendment ZOTA #26-03 to amend Chapter 78 (ZONING), Article VII (Use Regulations), Section 78-71.1 (Indoor Entertainment Use Category), and Article XVIII (Definitions), Section 78-180 (Definitions) to define casino related terms and establish land use provisions for casino establishments

Meeting Date: March 24, 2026

Category: Consent

Prepared by: David Stromberg, Zoning Administrator

Description:

This Zoning Ordinance Text Amendment (ZOTA) will define casino related terms consistent with the Code of Virginia and establish regulations in the Town of Herndon Zoning Ordinance, which does not currently regulate casino gaming uses.

Background/Timing Impact:

Senate Bill SB 756, an amendment to the Code of Virginia Title 58.1 (Taxation), Chapter 41 (Casino Gaming) has been passed by the Virginia House and includes language that would allow Tysons in Fairfax County as an eligible location for a Casino Gaming Establishment. At this time, it is unclear whether SB 756 will be signed, amended, or vetoed by the governor. It is also unclear how Code of Virginia provisions for Casino Gaming Establishments may be established in future General Assembly sessions.

Timing Impact:

Amending the Zoning Ordinance now to define casino-related terms and establish land use provisions will prepare the town for casino-related legislation that may have direct impacts on land use within the town.

Strategic Focus Area:

Environmental and Economic Sustainability

Fiscal Impact:

Unknown at this time.

Legal Impact:

Adoption of this initiating resolution will refer the Zoning Ordinance Text Amendment to

the Planning Commission to be discussed at a public hearing, followed by a public hearing of the Town Council.

Staff Recommendation/Next Steps:

Staff recommends approval of the initiating resolution.

Attachments:

1. Resolution (proposed)

**TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL**

RESOLUTION

MARCH 24, 2026

Resolution- to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #26-03 to amend Chapter 78 (ZONING), Article VII (Use Regulations), Section 78-71.1 (Indoor Entertainment Use Category), and Article XVIII (Definitions), Section 78-180 (Definitions) to define casino related terms and establish land use provisions for casino establishments.

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

1. The Town Council initiates an amendment to Chapter 78 (ZONING), Article VII (Use Regulations), Section 78-71.1 (Indoor Entertainment Use Category), and Article XVIII (Definitions), Section 78-180 (Definitions) to define and establish requirements for casino establishments and related terms.
2. The public necessity, convenience, general welfare, and good zoning practice, require the Town Council's consideration of this proposed amendment.
3. The amendment is referred to the Planning Commission for its consideration, public hearing, and recommendation in accordance with Va. Code §15.2-2285(B) and Town Code Sec. 78-155.2(d).

Agenda Item: Approval of the November 18, 2025, Town Council Retreat Meeting Minutes

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request for Approval of the November 18, 2025, Town Council Retreat Meeting Minutes.

Background/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. 11.18.25 TC Retreat DRAFT Minutes

HERNDON TOWN COUNCIL
Retreat Meeting Minutes
Tuesday, November 18, 2025

1. Call to Order

Mayor LeBlanc called the November 18, 2025, Town Council Retreat meeting to order at 6:00 p.m. in the Herndon Police Department Community Room, 397 Herndon Parkway, Herndon, Virginia. In attendance were Mayor Keven LeBlanc; Vice Mayor Clark Hedrick; and Councilmembers Cesar del Aguila, Kelvin Garcia (arrived at 7:28 p.m.), Michael T. Lloyd, and Alex Reyes.

Councilmember Naila Alam was absent.

Staff present during the meeting: Dan Hoffman, Town Manager; Lesa Yeatts, Town Attorney; Kirstyn Barr Jovanovich, Deputy Town Manager; Scott Robinson, Director of Public Works; and Marjorie Sloan, Director of Finance.

Others present: Kimball Payne, Berkley Group

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of five Councilmembers present. Councilmember Garcia had not yet arrived. Councilmember Alam was absent.

2. Discussion

a. Town Council Retreat

Mayor LeBlanc recognized Dan Hoffman, Town Manager, who provided brief opening remarks, outlining the purpose of the retreat including a review of progress on the town's two-year workplan related to the strategic plan, high level budget considerations, and budget priority setting discussions. Mr. Hoffman noted that this evening's meeting was in follow-up to the financial discussions held during the October 3, 2025 Town Council retreat meeting.

Strategic Plan Implementation Update

Following Mr. Hoffman's comments, Kimball Payne, Berkley Group, facilitated a discussion on reviewing the strategic plan implementation, reflecting on key accomplishments and potential barriers to progress. Kirstyn Jovanovich, Deputy Town Manager, continued the discussion by providing a more detailed update on the

town's progress on the two-year workplan, noting significant completed and in-progress projects.

Noted completed projects included: (1) stormwater utility briefing; (2) solid waste fee program briefing; (3) adoption of a total compensation philosophy; (4) information technology assessment; (5) employee leadership development program; (6) brand refresh.

Noted projects in-progress included: (1) energy savings project for town buildings; (2) business process improvement analysis; (3) Roadway Safety Action Plan; (4) non-profit donation policy; (5) comprehensive plan update and economic development strategy; (6) housing study; (7) urban forestry master plan; and (8) asset management plan.

Town Council expressed appreciation for the progress that had been made and did not propose any modifications to the work plan.

Recess

At 7:23 p.m., Mayor LeBlanc called a brief recess and at 7:28 p.m., the meeting reconvened in the Herndon Police Department Community Room. Mayor LeBlanc determined there was a quorum of six Councilmembers present, and with Mayor LeBlanc presiding.

Financial Outlook and Long-Range Planning

Marjorie Sloan, Director of Finance, provided a briefing on potential budget drivers for both revenues and expenditures that may impact the development of the FY 2027 budget, including revenue trends, expenditure pressures, service demand changes, state and/or federal impacts, and capital project bonding and timing strategy.

FY 2027 Budget Priorities

Mr. Hoffman and Mr. Payne facilitated a discussion on identifying Council priorities to provide guidance for the development of the FY 2027 proposed budget. Town Council was led through an exercise that identified potential issues related to the FY 2027 budget, and after discussion and a prioritization exercise, the Town Council identified three areas of focus to serve as Council guidance for the FY 2027 budget process: (1) Information Technology Infrastructure; (2) Herndon Downtown – future planning; and (3) economic development, tourism, marketing/branding.

Mr. Hoffman noted that the exercise was productive in providing staff with guidance on Council priorities in the development of the FY 2027 budget.

3. Adjournment

There being no further business, Mayor LeBlanc adjourned the November 18, 2025 Town Council retreat meeting at 8:36 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council:

DRAFT

Agenda Item: Approval of the February 10, 2026, Town Council Work Session Minutes

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request for Approval of the February 10, 2026, Town Council Work Session Minutes.

Background/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. 02.10.26 TCWS Draft Minutes

HERNDON TOWN COUNCIL
Work Session Minutes
Tuesday, February 10, 2026

1. Call to Order

Mayor LeBlanc called the February 10, 2026, Town Council work session 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 (arrived at 7:19 p.m.), Michael T. Lloyd, and Alex Reyes.

Absent: Councilmember Naila Alam.

Staff present during the meeting: Dan Hoffman, Town Manager; Lesa Yeatts, Town Attorney; Brent Heavner, Chief Communications Officer; Sally Fares, Senior Accountant; Collin Okienowski, Economic Development Manager; and Amanda Kertz, Town Clerk.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of five Councilmembers present. Councilmember Alam being absent and Councilmember Garcia having not yet arrived.

Mayor Announcements

Mayor LeBlanc stated that the Town Council would be holding a joint work session with the Planning Commission on Tuesday, February 17, 2026, at the Herndon Police Department Community Room. He indicated that the meeting would not be livestreamed, but it would be recorded and posted after the meeting.

2. Discussion

a. Communication Program Update

Mayor LeBlanc recognized Brent Heavner, Chief Communications Officer, who provided an overview of demographics, age, household composition, languages spoken, median income, and proposed growth models for the Town's population. He referenced the latest Town survey, which was two years old, and discussed the ways that residents reported receiving information from the Town. He highlighted current initiatives, and discussed how the communications program is positioned to continue supporting effective engagement with residents, businesses, and visitors.

Mr. Heavner reported that the Town has integrated its Communications and Economic Development functions into a collaborative department focused on coordinated messaging, business engagement, resident outreach, and brand stewardship. This integration is intended to strengthen alignment of communication, supporting economic vitality, customer service, and civic engagement. He then reviewed developmental priorities and brand development process for the coming year.

There was discussion among the Council and staff about the Town's Communications program, including:

1. Improvements to the Town's website, with general agreement that static pages could be enhanced to better convey information.
2. The Town's social media pages, including a request from Mayor LeBlanc to provide LinkedIn analytics; Councilmember del Aguila suggested use of LinkedIn Navigator tools.
3. The annual Town calendar, with Mr. Heavner confirming plans to continue its use.
4. Use of AI as a tool for communications and marketing.
5. Use of paid social media advertisements.

b. Proposed Community Donation Policy - Follow Up

Mayor LeBlanc recognized Dan Hoffman, Town Manager, who stated that this is the second review of the proposed community donation policy and included a series of hypothetical scenarios. He noted that more information would be presented at the next review of this policy. Based on the Council's feedback during their last discussion, staff changed the weights of the criteria, which could be further adjusted depending on the outcome of that evening's discussion. He reviewed the evaluation matrix, which included eight scenarios, and asked for Council's feedback.

There was discussion among the Council and staff about the scoring criteria and evaluation process, including:

1. Considering whether to assign weighting to smaller organizations, or to set aside specific funding for those groups. Concern was noted about establishing separate processes for different organization types.
2. Vice Mayor Hedrick suggested implementing the process for one or two years and evaluating whether adjustments to the criteria for smaller donation requests are needed.
3. Consideration of how implementing this policy will align with the FY 2027 budget process.

4. Review of the scoring criteria and how different organizations may be impacted when evaluated under the proposed criteria.
5. How Herndon schools would apply under the proposed criteria and considerations relative to providing donations to schools.
6. Identifying annual funding priorities to include in the program for the following year.

Following discussion and with the consensus of Council, staff was asked to make the following changes before the item returns to the Council for review:

1. Separate donations by organization size, allocating 75 percent of available funds to larger organizations and 25 percent to smaller organizations, the policy to be reviewed evaluated next year.
2. Provide a clearer and more tangible definition of the “community impact” variable.
3. Apply the revised, more defined criteria and re-run the scenarios.

Responding to questions from Councilmember Lloyd about the broader process, Mr. Hoffman stated that he would follow up with him outside of the Council meeting.

Following the re-run of the scenarios, staff will bring back the policy to the Town Council for further discussion and direction. Mr. Hoffman noted that the Council will consider what may qualify as a “Town event” during the next discussion of the policy.

3. **Roundtable**

Councilmember Reyes: no comments.

Councilmember Lloyd: no comments.

Councilmember del Aguila: provided comments and requested feedback on affordable housing changes raised by the New Virginia Majority at last week’s regular meeting.

Dan Hoffman, Town Manager, stated that the topic would be addressed at the joint work session on February 17, as part of the Comprehensive Plan update and review of the Housing Study. He noted that affordable housing may also be impacted by several bills currently being considered by the General Assembly. He stated that he had reviewed the proposal and would follow up with Councilmember del Aguila.

There was a brief question and answer period between Mr. Hoffman and Councilmember Lloyd about the proposed state legislation related to affordable

housing.

Councilmember Garcia: no comments.

Vice Mayor Hedrick: stated for the good of the order that the Town Council voted to censure one of its members at their last regular meeting. He noted the importance of maintaining accountability for the effective functioning of the Council and the Town.

Mayor LeBlanc: asked the Town Manager to address snow removal following the January 24, 2026, storm.

Dan Hoffman, Town Manager: reported that last year, the Council adopted an ordinance requiring property owners to clear adjacent sidewalks. He stated that significant areas have not been cleared that are impacting commercial corridors and routes to school. Staff will be contacting business owners in the high impact areas to address the remaining large snow piles.

4. Closed Meeting

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

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 Garcia moved that the Council convene in a closed meeting to discuss the following as permitted by Code of Virginia Section 2.2-3711(A)(1), for discussion of prospective candidates relative to appointments to boards and commissions. Councilmember Reyes 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 9:00 p.m., Mayor LeBlanc called a brief recess, and at 9:03 p.m. the meeting reconvened in closed session in the Hoover Conference Room, all members present, with Mayor LeBlanc presiding.

Vice Mayor Hedrick moved to come out of the closed meeting. 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.

The Council came out of closed meeting at 9:07 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 del Aguila and carried by unanimous 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 February 10, 2026, Town Council Work Session at 9:08 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council: _____

Agenda Item: Approval of the February 17, 2026, Joint Town Council and Planning Commission Joint Work Session Minutes

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request for Approval of the February 17, 2026, Joint Town Council and Planning Commission Joint Work Session Minutes.

Background/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. 02.17.26 Draft Joint WS Minutes

HERNDON TOWN COUNCIL AND PLANNING COMMISSION
Joint Work Session Minutes
Tuesday, February 17, 2026

1. Call to Order

Mayor LeBlanc called the February 17, 2026, Town Council and Planning Commission joint work session to order at 7:00 p.m. in Herndon Police Department Community Room, 397 Herndon Parkway, Herndon, Virginia.

Town Councilmembers in attendance: Mayor Keven LeBlanc, Vice Mayor Hedrick (remote participation); Councilmembers Cesar del Aguila, Kelvin Garcia (arrived at 7:11 p.m.), Michael T. Lloyd, and Alex Reyes.

Planning Commissioners in attendance: Chair Michael Romeo, Vice Chair Meron Yohannes, and Commissioners Andrew Beatty, Jay Donahue, Yung C. Kim, Stephen Mundt, and Samuel F. Richardson.

Councilmember Naila Alam was absent.

Staff present during the meeting: Lesa Yeatts, Town Attorney; Scott Robinson, Director of Public Works; Brent Heavner, Chief Communications Officer; Lisa Gilleran, Director of Community Development; Collin Okoniewski, Economic Development Manager; Lauri Sigler, Deputy Town Attorney; Bryce Perry, Deputy Director of Community Development; David Stromberg, Zoning Administrator; Ahmad Zaki Sarfaraz, Comprehensive Planner; Jaleh Moslehi, Capital Projects Planner/Engineer; Amanda Kertz, Town Clerk; and Becky Skillin, Deputy Town Clerk.

Mayor LeBlanc stated, for the record, under Section 2.2-3708.3(D) of the Code of Virginia, and in accordance with Section 2-4 of the Town Code, the Chair received a request from Vice Mayor Hedrick to participate through electronic communication means in tonight's work session from Oklahoma, due to scheduled travel.

Mayor LeBlanc stated that a quorum of the Town Council was physically assembled at the meeting location, with four Councilmembers present in the Herndon Police Department Community Room, and a quorum of seven members of the Planning Commission was present.

With the concurrence of both bodies, Vice Mayor Hedrick was permitted to join the meeting to participate remotely that evening in accordance with the Town Code and State law at 7:05 p.m.

Determination of a Quorum

Mayor LeBlanc noted for the record that there is a quorum, with four members of the Town Council physically present, and one member participating remotely, and seven members of the Planning Commission. Councilmember Alam was absent, Councilmember Garcia had not yet arrived.

Mayor LeBlanc and Chair Romeo provided welcoming comments to the Town Council and Planning Commission.

Amend the Agenda

By consensus of the Town Council and Planning Commission, the agenda was amended to move the Roadway Safety Action Plan Update to the first discussion item.

2. Discussion

a. Roadway Safety Action Plan Update (moved to the first discussion item)

Mayor LeBlanc recognized Mike Shindledecker, Transportation Engineer, who began the presentation of the Roadway Safety Action Plan (RSAP). He stated that the draft RSAP is being presented for Council and Planning Commission feedback in advance of anticipated adoption by the Town Council this spring. Mr. Shindledecker reviewed the background of the Plan, stating that the Town had successfully executed a grant agreement with the Federal Highway Administration and has retained a consulting firm in June 2025 to aid in the development of the Roadway Safety Action Plan. He introduced the Town's consultants, Amelia Martin, Senior Engineer, Kittelson & Associates, and Jeff Rigner, who summarized the project activities to date and introduced the elements of the RSAP.

Ms. Martin reviewed the draft plan, with emphasis on the potential engineering countermeasures to address pedestrian and intersection safety, along with non-engineering strategies such as education, communication, and analysis of gaps in the data. Public outreach efforts were described, which will include a second round of engagement, meetings with neighboring jurisdictions, and the availability of the Plan and feedback forms on the website.

Mr. Shindledecker stated that the plan supports the Town's movement toward a multimodal transportation network and will be a component of the Comprehensive Plan update, with annual reporting on progress and continued input opportunities. He referenced the recently adopted red light camera ordinance as an additional public safety tool.

There was discussion among the Council, Commission, and staff on the draft

RSAP, including:

1. Methods to expand outreach and improve public awareness of the RSAP.
2. Coordination and engagement with regional partners, including Fairfax County, Virginia Department of Transportation, and neighboring jurisdictions like Loudoun County.
3. Proposed countermeasures and safety tools being used or proposed in the RSAP.
4. Review of crash data trends, stoplight timing, and identification of priority safety locations.
5. Consideration of how weather events and major incidents may impact travel patterns.
6. Anticipated growth near Metro stations and along the Town's borders that will impact the traffic network.
7. Need for ongoing performance monitoring and annual evaluation of the plan's effectiveness, which will be tracked over a 12-year period.

Following discussion, Mr. Shindledecker and the consultants advised that they would update the plan based on engagement results prior to adoption and bring the final draft back to the Planning Commission and Town Council for review and adoption. Staff was requested to maintain ongoing public feedback tools and reporting mechanisms.

b. Herndon 2050 Comprehensive Plan and Market Study and Economic Development Strategy - Project Update

Mayor LeBlanc recognized Lisa Gilleran, Director of Community Development, who provided introductory remarks and introduced the Town's Comprehensive Planning consultant team. Ms. Gilleran provided an overview of the Herndon 2050 Comprehensive Plan and the accompanying Market Study and Economic Development Strategy in advance of the consultants' initial briefing to the Town Council and Planning Commission.

Members of the consultant team introduced themselves and outlined their roles in the planning process, which included: Brie Hensold, Founder and Principal Planner and Jill Dixon, Project Manager, Agency Landscape + Planning; and Dan Hodge, Cambridge Econometrics.

Ms. Hensold stated that the 2050 Comprehensive Plan and the accompanying Market Study and Economic Development Strategy will establish a shared vision, goals, and policy framework to support a thriving, inclusive, and resilient future for the Town. She noted that the effort represents a full rewrite of the Town's long-range policy document and will include Early Action Plans for Downtown and the

Metro area.

Ms. Dixon reviewed the project schedule and public engagement strategy, which will include stakeholder interviews, community meetings, and targeted outreach. She stated that the first major waves of public engagement are expected to begin in the spring.

Mr. Hodge provided an overview of the Market Study and Economic Development Strategy, including an assessment of economic conditions, real estate trends, fiscal dynamics, regional competitiveness, and industry patterns. Initial data collection and stakeholder outreach efforts are underway, with additional technical analysis and engagement planned in the coming months.

There was discussion among the staff, Council, and Commission about the Comprehensive Plan process and the accompanying MSEDs, including:

1. Strategies for expanding community engagement, including participation at major Town events and outreach at everyday community locations.
2. Coordination with regional organizations and economic development partners, Mayor LeBlanc suggested outreach to the Committee for Dulles and the Northern Virginia Regional Commission.
3. Review of comparable jurisdictions and redevelopment experiences, including the City of Manassas.
4. Questions regarding stakeholder outreach to developers and business sectors.
5. Discussion of office market challenges, commercial vacancies, and residential demand trends.
6. Consideration of long-term economic positioning and target industries for recruitment.
7. Questions regarding project timeline realism and milestone coordination with Council and Commission.
8. Discussion of placemaking opportunities, downtown identity, wayfinding, and trail connections.
9. Interest in fiscal comparisons with nearby jurisdictions and additional regional data sources.
10. Consideration of long-term plan maintenance and handling of future Comprehensive Plan amendments.

The consultants were asked to follow up on several items, which included:

1. Further analyze real estate trends related to office and residential space.

2. Review economic planning with the Town's financial consultants at Davenport.
3. Apply lessons learned from previous planning efforts to the formation of the early action plan process.
4. Include property owners along Herndon Parkway as participants in the stakeholder interviews.
5. Consider the zoning designation of office space that is no longer feasible for that use.

The Comprehensive Plan is expected to be a multi-year process. The formal initiation of the project will be brought before the Town Council in the near future.

c. Housing Study Update

Mayor LeBlanc recognized Lisa Gilleran, Director of Community Development, who provided opening comments on the Housing Study Update. Key topics of tonight's discussion will include community input, data analysis, findings and recommendations. Ms. Gilleran also noted that staff is monitoring several bills currently before the General Assembly that may affect affordable housing regulations. She then introduced the Town's consultants, Melanie Thompson, Senior Housing Consultant, and Ashley Sharpley, Project Manager, with TPMA.

Ms. Thompson and Ms. Sharpley provided an overview of the study's methodology and results, including:

- Analysis of the Town's housing supply.
- Review of development trends and the age of the housing stock.
- Results from the community-wide public survey.
- Stakeholder interviews and engagement findings.
- Market and demographic data analysis.

Ms. Sharpley stated that housing projection data indicates that the majority of future residential units in the Town will be multifamily, primarily concentrated in the Metro area. She noted that this trend could result in a gap for residents seeking homeownership opportunities. The study emphasized the importance of addressing "missing middle" housing types, including starter homes and downsizing options.

Ms. Thompson defined affordable housing and workforce housing and discussed housing costs in Herndon as related to household income and the percentage spent on housing. She mentioned that a key finding of the community feedback survey was that overcrowding was a concern among respondents. It was possible that the data point was also being underreported.

Ms. Sharpley discussed the term 'cost-burdened' and its relationship to a household's ability to afford essential expenses. She reviewed opportunities to partner with Fairfax County on an affordable housing program, including entering into a memorandum of understanding (MOU), similar to an agreement that the Town of Leesburg made with Loudoun County. Fairfax County expressed willingness to oversee policy administration, with the Town responsible for enforcement responsibilities.

Ms. Sharpley reported that relatively few accessible dwelling units (ADUs) have been constructed since the Town's update to that ordinance in 2021. She thought that lack of awareness and costs may be limiting ADU development. She offered several strategies to encourage ADUs, including development of pre-approved plans and working with a firm or architect to assist interested homeowners.

Ms. Sharpley reviewed the implementation of Phase Two for this project, which includes an analysis of the existing zoning ordinance, drafting text amendments and related policies, and possible development of an MOU with Fairfax County to assist with affordable housing. She indicated that completion of this phase is expected to take approximately 12 months, with some variations expected in that timeline.

There was discussion among the Town Council, Planning Commission, staff, and consultants regarding the Housing Study Update, including:

1. Clarification of affordability thresholds and cost-burden definitions, including the percentage of household income spent on housing and how cost burden may affect essential workers.
2. Housing projections and methods used to estimate future housing demand and unit needs.
3. Overcrowding concerns raised during community outreach and how overcrowding impacts parking, transportation, and public safety, in addition to housing conditions.
4. The distinction between naturally occurring affordable housing and dedicated affordable housing units, and whether additional multifamily construction would improve affordability.
5. Potential ways to strengthen coordination with Fairfax County regarding affordable housing programs.
6. Whether the Herndon Transit Oriented Core (HTOC) and Transit Related Growth (TRG) areas should be reevaluated for current housing demand and future growth conditions.
7. The age of the Town's housing stock and whether maintenance costs, deferred repairs, and reinvestment needs may impact affordability.

8. Broader disparities between income levels within the Town and challenges associated with reaching households experiencing affordability pressures or overcrowding.

Following discussion, the consultants advised that they would continue refining and distributing the final Housing Study report. Phase Two would begin to include the steps outlined above.

3. **Roundtable**

Commissioner Richardson: no comments.

Commissioner Kim: no comments.

Councilmember Lloyd: thanked staff for planning the meeting and preparing the presentations.

Commissioner Beatty: echoed Councilmember Lloyd's comments thanking staff for coordinating the joint work session.

Vice Chair Yohannes: emphasized the urgency to improve housing affordability and to advocate for opportunities that increase affordable housing. She appreciated the opportunity for communication, community engagement, and evaluation of redevelopment opportunities.

Councilmember Garcia: no comments.

Commissioner Donahue: stated that there was a lot of work to be done on these important projects.

Councilmember Reyes: no comments.

Commissioner Mundt: echoed comments thanking staff for coordinating this meeting and expressed thanks to his colleagues for their participation on these topics that are important to the community.

Councilmember del Aguila: echoed his colleagues' comments and expressed appreciation to Mayor LeBlanc and staff for organizing this meeting. He stressed the importance of the work session and stated that he looks forward to addressing these matters in further detail in the future.

Chair Romeo: commented on the professionalism and knowledge demonstrated during the presentation and noted this is an important opportunity to advance the planning process. Emphasized the importance of maintaining the project schedule and continuing coordinated review by both bodies.

Vice Mayor Hedrick (remotely): echoed his colleagues' comments and expressed

appreciation to staff facilitating remote participation. Stated he was primarily listening and found the discussion helpful in identifying key housing and planning issues facing the Town.

Mayor LeBlanc: thanked the Council, Planning Commission, consultants, and staff for their participation. He asked staff to coordinate additional joint meetings of the Planning Commission and Town Council whenever feasible. Mayor LeBlanc also wished attendees a Happy Lunar New Year.

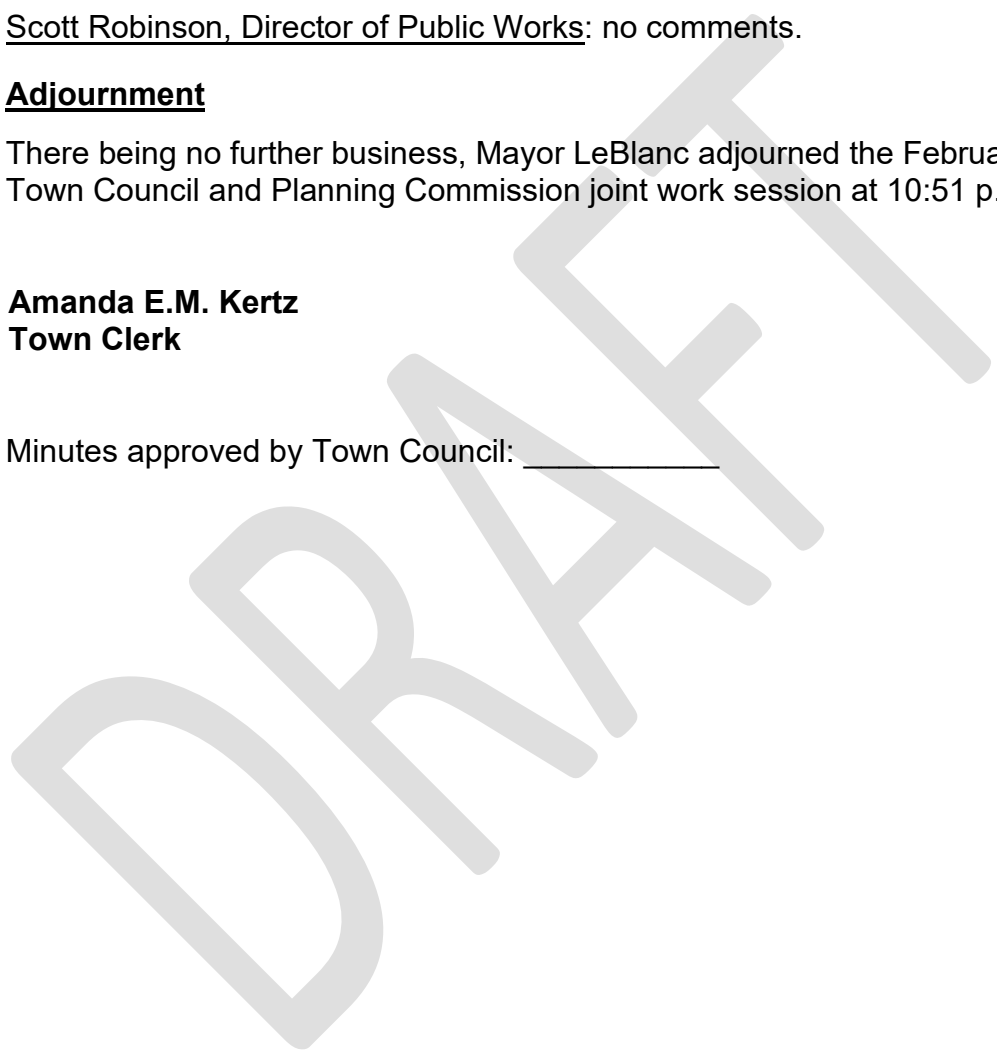
Scott Robinson, Director of Public Works: no comments.

4. **Adjournment**

There being no further business, Mayor LeBlanc adjourned the February 17, 2026, Town Council and Planning Commission joint work session at 10:51 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council: _____



Agenda Item: Approval of the February 24, 2026, Town Council Meeting Minutes

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request for approval of the February 24, 2026, Town Council meeting minutes.

Background/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. 02.24.26 Draft Meeting Minutes

**HERNDON TOWN COUNCIL
Regular Meeting Minutes
Tuesday, February 24, 2026**

1. Call to Order

Mayor LeBlanc called the February 24, 2026, 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; Scott Robinson, Director of Public Works; Lisa Gilleran, Director of Community Development; Marjorie Sloan, Director of Finance; Sergeant David Forbach, Herndon Police Department; and Amanda Kertz, Town Clerk.

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

Mayor LeBlanc welcomed Herndon High School student interns attending the meeting and recognized them for their participation in the Town's internship program. The interns joined Council in leading the Pledge of Allegiance.

Determination of a Quorum

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

Mayor Announcements

Mayor LeBlanc announced upcoming Parks and Recreation events, including:

- Kids Trout Fishing Derby: Saturday, March 21, behind the Herndon Police Station at 397 Herndon Parkway.
- Puzzle Palooza: Sunday, March 22, Herndon Community Center.

Mayor LeBlanc reviewed the upcoming Town Council meeting schedule, noting that the frequency of meetings would increase during the budget season. The next work sessions are on March 3 and March 10, followed by a regular meeting on March 24.

Comments and Disclosures for the Record

Mayor LeBlanc asked Amanda Kertz, Town Clerk, if she received comments for the record or signed disclosure declarations from Council.

Ms. Kertz stated that comments were entered into the record on item 3(b) Water and Sewer Fund Capital Plan Update. The Town Clerk did not receive additional public comments or disclosures on any other items listed on that meeting's agenda.

3. Presentations/Reports/Comments

a. Proclamation to recognize Women's History & Gender Equality Month

Mayor LeBlanc read the proclamation recognizing the month of March as Women's History and Gender Equality Month into the record.

b. Water and Sewer Fund Capital Plan Update - Presentation by Davenport & Company

Mayor LeBlanc recognized Marjorie Sloan, Director of Finance, for the presentation. Ms. Sloan provided opening remarks and introduced Kyle Laux and Austin Sachs, consultants with Davenport and Company, who presented a PowerPoint summarizing the water and sewer fund capital plan.

Mr. Laux stated that the Town's Water and Sewer Utility Enterprise System (the "Water and Sewer System") continues to operate as a self-supporting system, consistent with AAA bond rated local governments. Mr. Laux presented the multi-year financial plan, which aimed to maintain financial strength and sustainability in the Water and Sewer System. The consultants reviewed historical financial performance, reserve levels, debt service policies, capital improvement needs, and projected rate impacts associated with future infrastructure investments.

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

1. Projection of availability fees over the next five years and whether current fee structures should be evaluated.
2. Projects included in the Capital Improvement Program (CIP) related to water and sewer that could impact the proposed rates.
3. The need for enhanced communication with residents explaining historical context and reasons for water and sewer rate increases.
4. Comparison with neighboring jurisdictions, which showed that the Town has among the lowest rates in Northern Virginia.
5. Borrowing assumptions and external market pressures that affect long-term financial models.
6. Outreach strategies to ensure rate information reaches multifamily residents

and all utility customers.

Mayor LeBlanc noted that additional detailed discussions would occur during upcoming budget work session meetings.

c. Town Manager Report

Dan Hoffman, Town Manager, thanked the Herndon Police and the Department of Public Works for their preparation and response during the recent snow event.

Mr. Hoffman expressed appreciation for the work that the Town Council and Planning Commission did during the February 17 joint work session. Regarding the housing study, he stated that staff plans to bring forward potential interim housing policies for the Council to consider soon. He noted that community engagement remains critical to the upcoming projects discussed at the joint work session.

d. Councilmember Comments

Councilmember Garcia: wished good luck to the Herndon High School boys' basketball team at an upcoming game.

Councilmember Lloyd: welcomed the Herndon High School interns and encouraged their continued engagement with the Town.

Councilmember Reyes: echoed Councilmember Lloyd's welcome to the interns and encouraged them to reach out to Council if they had any questions.

Councilmember del Aguila: echoed welcoming remarks to the interns and agreed with the Town Manager's comments on the joint Town Council and Planning Commission work session.

Councilmember del Aguila thanked Mayor LeBlanc for participating in an event with a dignitary from the Italian Embassy with the Green Lizard Foundation.

Vice Mayor Hedrick: echoed his colleagues' comments thanking staff for their recent snow removal efforts.

Vice Mayor Hedrick echoed his colleagues' comments about the joint Town Council and Planning Commission work session, which he was able to attend remotely. He looked forward to the two bodies working together in the future.

Mayor LeBlanc: echoed his colleagues' comments thanking staff for their response to the winter storm.

Mayor LeBlanc shared that February 22 through 28 was Engineers Week and he expressed appreciation to the engineers on Town staff. He thought that the

importance of engineers in navigating Herndon's future was reflected in the discussions that occurred at the joint work session.

Mayor LeBlanc reflected on recognizing Black History Month in February, stating that he has enjoyed visiting several black-owned businesses. He provided comments emphasizing the importance of community building in Herndon.

4. Comments from the Audience

Mayor LeBlanc reviewed the process and asked those who wanted to provide Comments from the Audience to come forward.

The following individuals provided comments:

1. Steve Mitchell, 1291 Monroe Street, Herndon: provided comments on: (1) recent Town Council and Planning Commission joint work session; (2) ongoing traffic concerns at the intersection of Monroe Street and Herndon Parkway; and (3) recent meetings the Town Manager held with downtown businesses on snow removal; expressing an interest in participating in future discussions about the downtown.

5. Consent

- a. Resolution 26-G-09 to adopt the proposed updated language for the Town of Herndon Purchasing Policy and Procedures**
- b. Resolution 26-G-10 to initiate consideration of a Zoning Ordinance Text Amendment ZOTA #26-01 to amend Chapter 78 (ZONING) Section 78-141.8 (Sign Standards for Planned Development—Transit Related Growth Districts) and Section 78-180 (Definitions) to update sections to include standards for signage in the Herndon Transit-Oriented Core (HTOC)**
- c. Resolution 26-G-11 to repeal Resolution 26-G-07 to declare a State of Local Emergency**
- d. Resolution 26-G-12 to appoint a member to the Planning Commission**
- e. Resolution 26-G-13 to appoint the Town of Herndon's alternate members to the Committee for Dulles and the Northern Virginia Regional Commission**
- f. Approval of the January 13, 2026, Town Council Work Session Minutes**
- g. Approval of the February 3, 2026, Town Council Regular Meeting Minutes**

On motion of Councilmember del Aguila, seconded by Councilmember Garcia, the Consent Agenda items were approved and carried by a 6-0 roll call vote, as presented, without comment. The vote was: Councilmembers del Aguila, Garcia, Lloyd, Reyes, Vice Mayor Hedrick, and Mayor LeBlanc voting "Aye." Councilmember Alam was absent.

6. Adjournment

There being no further business, Mayor LeBlanc adjourned the February 24, 2026, Town Council Regular Meeting at 8:03 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council: _____

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

DRAFT

Agenda Item: Approval of the March 3, 2026, Town Council Work Session Minutes

Meeting Date: March 24, 2026

Category: Consent

Prepared by: Amanda Kertz, Town Clerk

Description:

This is a request for the Approval of the March 3, 2026, Town Council Work Session Minutes.

Background/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. 03.03.26 DRAFT Minutes

**HERNDON TOWN COUNCIL
Work Session Minutes
Tuesday, March 3, 2026**

1. Call to Order

Mayor LeBlanc called the March 3, 2026, Town Council work session to order at 7:00 PM in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Keven LeBlanc; Vice Mayor Clark Hedrick (arrived at 7:35 p.m.); and Councilmembers Cesar del Aguila, Kelvin Garcia (arrived at 7:01 p.m.), Michael T. Lloyd, and Alex Reyes.

Vice Mayor Hedrick and Councilmember Garcia had not yet arrived.

Councilmember Naila Alam was absent.

Staff present during the meeting: Dan Hoffman, Town Manager; Lesa Yeatts, Town Attorney; Kirstyn Barr Jovanovich, Deputy Town Manager; Scott Robinson, Director of Public Works; Marjorie Sloan, Director of Finance; Page Kalapasev, Director of Information Technology; and Margie Tacci, Deputy Town Clerk.

Determination of a Quorum

Mayor LeBlanc determined there was a quorum of four Councilmembers present, Councilmember Garcia had not yet arrived.

[Note: Councilmember Garcia arrived at 7:01 p.m.]

Mayor Announcements

Mayor LeBlanc announced the following:

1. Budget work session on Tuesday, March 10 and a regular Town Council meeting on Tuesday, March 24.
2. Nominations for the 40th Mayor's Volunteer Event must be submitted by Monday, March 20. He encouraged those interested to visit the Town's website or reach out to the Town Clerk for more information.
3. Fairfax County Dranesville District Supervisor Jimmy Bierman will hold a town hall meeting on the County's FY 2027 proposed budget on Wednesday, March 25, 7:00 p.m., at Herndon High School.

2. Discussion

a. FY 2027 Proposed Budget

Mayor LeBlanc recognized Dan Hoffman, Town Manager, and Marjorie Sloan, Director of Finance, to present the governmental funds from the proposed FY 2027 budget. Next week, staff will review Enterprise Funds and CIP with the Council.

Mr. Hoffman stated the proposed budget represents a balanced approach that advances Council priorities without increasing the property tax or meals tax rate, while still addressing key operational needs and infrastructure requirements. He noted that staff will attend meetings during the budget cycle to address Council questions. Mr. Hoffman stated that the Council must inform staff soon if there is an interest in advertising a higher property tax rate than the current one in order to meet required advertising deadlines.

Ms. Sloan provided an overview of the proposed FY 2027 Governmental Funds, including the General Fund, Stormwater Management Fund, American Rescue Plan Act (ARPA) Fund and Capital Projects Fund. She stated that the proposed General Fund budget totals approximately \$48.6 million, which represents a decrease from the FY 2026 adopted budget, due primarily to reduced capital transfers and lower use of fund balance. Ms. Sloan stated that there were several external factors that impacted this budget, including continued inflationary pressures, increased health insurance costs, reduced revenue projections, and costs of aging infrastructure.

General Fund

Ms. Sloan discussed the proposed FY 2027 General Fund. The proposed budget maintains existing service levels while addressing rising operational costs and external pressures. Major highlights include continued investment in information technology modernization, economic development initiatives, roadway safety programs, and the Comprehensive Plan process.

Ms. Sloan stated that some operational adjustments were required to maintain a balanced budget. These include elimination of the spring and fall bulk cleanup events, which previously cost approximately \$120,000, while maintaining a bulk pickup option available to residents on request. Planning is also included for community picnics and continued branding efforts.

Ms. Sloan reviewed the General Fund Revenue Projections, including estimates for BPOL, meals tax, real estate tax, and other local tax revenues. Staff noted that projections reflect modest economic growth and limited organic growth in residential units within the Town.

Staff also noted that the Town may consider proposing an increase to the vehicle license fee in FY 2028, which would require submission of that information to Fairfax County earlier in the budget process.

[Note: Vice Mayor Hedrick arrived at 7:35 p.m.]

Solid Waste Fee

Continuing the presentation, Ms. Sloan discussed operations and maintenance costs. This year, staff recommends increasing the residential solid waste fee to \$27 per quarter and establishing a multifamily solid waste fee. The proposed increase is meant to improve cost recovery for waste pickup services.

Personnel

Personnel costs represent the largest share of expenditures, and the proposed budget maintains current staffing levels through reallocation of existing positions rather than adding new ones. Staff also noted that health insurance costs increased significantly above earlier projections, requiring budget adjustments.

O&M

Regarding Operations and Maintenance (O&M), Ms. Sloan pointed out that several increases were driven by inflation and rising costs for materials and services. This is especially observable in the Department of Public Works.

Capital, Debt, and Fund Balances

The proposed budget includes bond financing to support several facility improvements, such as the energy efficiency project and repairs to the Herndon Community Center. Ms. Sloan also highlighted the unfunded requests impacting strategic goals.

ARPA

The American Rescue Plan Act (ARPA) funds must be finalized and accounted for by the federal deadline of December 31, 2026. Staff anticipates that any remaining interest earnings will be transferred to the Capital Projects Fund once the ARPA Fund is closed.

Stormwater Management Fund

Ms. Sloan summarized the Stormwater Management Fund, which supports stream restoration and stormwater infrastructure improvements through tax revenue, grant funding, and previously established fund balance. Mr. Hoffman stated that several projects are underway, and staff continues to coordinate with Fairfax County regarding stormwater program implementation. Staff will provide updates to staff as they are available.

Governmental Funds Discussion

There was discussion among staff and Council on the following:

1. Revenue assumptions and projections for BPOL, meals tax, and other local tax rates.

2. Real estate tax projections and impacts of potential residential development on the tax base.
3. Solid waste service costs and long-term cost recovery policies. Council discussed phasing out the multifamily trash collection by the Town due to the cost and the complicated process required to operate it.
4. Personnel costs and how to address rising employee health insurance expenses.
5. Economic development strategies and opportunities for collaboration with Fairfax County.
6. Capital investment priorities and infrastructure needs.
7. Economic development opportunities in the Downtown and Metro areas.

Following discussion of the FY 2027 Proposed Budget, and with the concurrence of the Town Council, staff was directed to obtain the following information at the next work session:

1. Tax rate scenarios, including options for advertising a “not-to-exceed” property tax rate above the current \$0.27 rate, along with associated revenue impacts.
2. Further information about the assumptions used to calculate the FY 2027 revenue projections.
3. Updated information on the number of residential units and households in the Town and how development activity impacts real estate tax revenues.
4. A breakdown of employee health insurance costs.
5. Analysis of the solid waste program, including scenarios for achieving 100 percent cost recovery, and the impact residential and multifamily fee changes will have on residents.
6. More information on unfunded personnel requests and staffing needs.
7. Examination of operational costs (e.g., overtime and additional staffing), along with long-term strategies for vehicle and equipment replacement.

Staff will return with the requested information to support Council’s consideration of the proposed FY 2027 budget. Council was encouraged to provide any additional questions to the Town Manager to be addressed at the next work session.

3. **Roundtable**

Councilmember Reyes: no comments.

Councilmember Lloyd: expressed appreciation to staff for work preparing the proposed FY 2027 budget.

Councilmember del Aguila: requested future discussion regarding economic development opportunities in the Downtown area and infrastructure needs.

Councilmember Garcia: expressed appreciation to staff for work on the budget and noted that he looked forward to continued discussion during work sessions.

Vice Mayor Hedrick: expressed appreciation to staff for work on the proposed FY 2027 budget.

Mayor LeBlanc: echoed Councilmembers' appreciation to staff and emphasized the importance of continued economic development in the Downtown and Metro areas.

Dan Hoffman Town Manager: thanked Ms. Sloan and her staff for preparing the proposed budget and presentation that evening.

4. Adjournment

There being no further business, Mayor LeBlanc adjourned the March 3, 2026 Town Council Work Session at 9:23 p.m.

Amanda E.M. Kertz
Town Clerk

Minutes approved by Town Council : _____

Agenda Item: Proposed FY 2027 Budget Follow-up

Meeting Date: March 24, 2026

Category: Work Session

Prepared by: Dan Hoffman, Town Manager, Marjorie Sloan, Finance Director

Description:

This item is a follow-up to the presentation of the Town Manager's proposed FY 2027 budget for Town Council consideration.

Background/Timing Impact:

In accordance with Section 4.2 of the Town Code, the Town Manager has prepared a proposed FY 2027 Budget. The Summary Budget Book has been distributed to members of the Town Council and posted to the town's website. The proposed budget for all funds totals \$99.4 million. Below is a breakdown of the proposed budget by fund:

General Fund \$48.6M
Stormwater Management Fund \$3.0M
ARPA Fund \$1.8M
Capital Projects Fund \$11.6M
Water and Sewer Fund \$29.6M
Golf Course Fund \$3.6M
Chestnut Grove Cemetery Fund \$1.1M

On March 3, the Town Manager presented the proposed budget of governmental funds. Several key highlights included:

- The proposed budget reflects the impacts and challenges of environmental factors, including inflation and imposed costs. In addition, it is important to recognize that the town has aging infrastructure and facilities, which are balanced with demands for new development and limited revenue growth.
- The proposed budget includes service delivery that supports the Strategic Plan activities.
- Proposed General Fund Expenditures total \$48.6M, a 3.6% decrease from the FY 2026 Adopted Budget. In order to meet the required expenditures, the Proposed FY 2027 Budget presented included:
 - Resident Solid Waste Fee was increased from \$21 to \$27 per quarter.
 - Multi-family Solid Waste Fee was established of \$46 per quarter.

- Capital projects for FY 2027 total \$11.6M as reflected in the Capital Improvement Program. The FY 2027 proposed budget includes incremental debt service associated with an expected bond issuance.
- There are no additional projects for the ARPA Fund. The fund is expected to be closed in FY 2027.

A follow-up discussion was conducted at the work session on March 10, 2026. At that session, Council was informed that BPOL revenues for FY 2026 due March 1 were strong, and that there was potential to adjust the proposed BPOL revenue for FY 2027 by \$250,000. In addition, after further discussion of the Solid Waste program, consensus was reached to include a Solid Waste Fee of \$30 per quarter, with a Multi-family rate of \$51 per quarter charged to the five designated multi-family properties.

The Enterprise funds were also presented on March 10, 2026, and consist of the Water and Sewer Fund, Chestnut Grove Cemetery Fund, and Golf Fund. The goal of the work session on March 24, 2026, is to further discuss any follow-up budget items, including updates resulting from the increase in budgeted revenue.

Timing Impact:

The proposed FY 2027 budget is being presented at this time to meet statutory requirements and to allow the Town Council sufficient time to consider and discuss the proposed budget prior to adoption. The budget public hearings are scheduled to begin April 14, 2026, with the anticipated adoption of the FY 2027 Budget on April 28, 2026.

Strategic Focus Area:

Strong Fiscal Stewardship
Good Governance

Fiscal Impact:

No immediate fiscal impact. Impact will occur after adoption by the Town Council, in FY 2027, which begins on July 1, 2026.

Legal Impact:

Per Town Code Section 4.2 and State Code Section 15.2-2503, the Town Manager is required to prepare and submit an annual budget to the Town Council on or before the first day of April each year.

Staff Recommendation/Next Steps:

No recommendation by staff at this time.

Attachments:

None